

**ARTICLES OF
A COLLECTIVE AGREEMENT**

BINDING

THE PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(PARAMEDICAL PROFESSIONAL/TECHNICAL EMPLOYEES)**

FOR THE PERIOD

APRIL 1, 2002 TO MARCH 31, 2005

HSAA PARAMEDICAL PROFESSIONAL/TECHNICAL EMPLOYEES

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THIS COLLECTIVE AGREEMENT made this ____ day of _____ A.D. 2004.

BETWEEN

(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
PARAMEDICAL PROFESSIONAL/TECHNICAL UNIT
(hereinafter called the "Association")

OF THE SECOND PART

PREAMBLE

WHEREAS the Parties acknowledge that their primary purpose is to provide efficient hospital and patient care services and believe this purpose can be achieved most readily when harmonious relationships exist between the Employer and its employees,

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES that the Parties hereto in consideration of the covenants herein contained agree with each other as follows:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Health Sciences Association of Alberta and the Provincial Health Authorities of Alberta exchange notice of ratification by their principals of this Collective Agreement, up to and including the thirty-first (31st) day of March, 2005, and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or 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.

ARTICLE 2: DEFINITIONS

In this Collective Agreement:

- 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 "Association" means the Health Sciences Association of Alberta.
- 2.04 "Basic Rate of Pay" is the step in the scale applicable to the employee as set out in the Salaries Appendix inclusive of the qualification differentials for paramedical technical employees set out in Article 14.07 and premium payable as set out in Article 18.01, but exclusive of all other allowances and premium payments.
- 2.05 "Administrator" means the senior person responsible to the Authority/Board for the administration of the Health Care Facility.
- 2.06 "Employee" means any person employed in the bargaining unit referred to in Article 4.01, or who performs functions of a paramedical technical or paramedical professional nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40.
- 2.07 All employees will be designated as follows:
- (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 a regular employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;
 - (ii) "part-time employee" is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.
 - (b) "Casual Employee" is a person who:
 - (i) works on a call-in basis and is not regularly scheduled; or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (iii) relieves for an absence the duration of which is three (3) months or less.
 - (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 and less than six (6) months; or
- (ii) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of three (3) months; or
- (iii) to replace a full-time or part-time employee who is on a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
- (iv) Temporary positions may be extended by mutual agreement between the Employer and the Association. Such agreement shall not be unreasonably withheld.

2.08 "Employer" shall also mean and include such Officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties.

2.09 "Health Care Facility" means the Institution administered by the Employer in this Collective Agreement.

2.10 "Shift" means a daily tour of duty exclusive of overtime hours.

2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.

2.12 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.

2.13 "Authority" means the governing body of the applicable Health Authority.

2.14 "Board" means the Board of Directors of the applicable voluntary organization.

ARTICLE 3: MANAGEMENT RIGHTS

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

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

- (a) maintain order, discipline and efficiency;
- (b) make, alter, and enforce, from time to time, rules and regulations to be observed by an employee which are not in conflict with any provision of this Collective Agreement;

- (c) direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (d) hire, promote, transfer, layoff and recall;
- (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 4: RECOGNITION AND ASSOCIATION BUSINESS

- 4.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees employed in the unit as defined by the certificate issued by the Labour Relations Board as "All employees when employed in a paramedical technical capacity"; "All employees when employed in a paramedical professional capacity"; "All employees when employed in a paramedical professional or technical capacity", and any amendments thereto.
- 4.02 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Administrator or designate of the Employer and the Association with a copy to the Chair of the Local Unit.
- 4.04 An employee shall not engage in Association business during her working hours without prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Association may be permitted on the Employer's premises for the purpose of transacting Association business provided prior permission to do so has been granted by the Employer.
- 4.06 A representative of the Association shall have the right to make a presentation of up to forty-five (45) minutes during the probationary period or at the orientation of new employees with respect to the structure of the Association, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. The Employer shall notify the Chair one (1) week in advance of the orientation where practicable.

- 4.07 The name of an Association representative shall be supplied in writing to the Employer before she is recognized as an Association representative. A representative of the Association shall be entitled to leave work to carry out her functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.

ARTICLE 5: DUES DEDUCTION AND ASSOCIATION MEMBERSHIP

- 5.01 Membership in the Association is voluntary.
- 5.02 (a) Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each employee covered by this Collective Agreement an amount equal to the dues as specified by the Association, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Association, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name and classification and category [regular, temporary, casual (including employees on recall)] of the employees from whom deductions have been taken and the amount of the deductions and gross earnings of each employee. Such list shall indicate newly hired and terminated employees, and, where the existing computer system is capable, status of employees, the increment level, employees reclassified, promoted or transferred outside the scope of this Collective Agreement and address of employees.
- (b) For the purposes of this article, "gross earnings" shall mean all monies paid by the Employer and earned by an employee under the terms of this Collective Agreement.
- 5.03 Dues will be deducted from an employee during sick leave with pay and during a leave of absence with pay.
- 5.04 The Association shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted.
- 5.05 The Employer will record the amount of Association dues deducted on the T4 forms issued to an employee for income tax purposes.
- 5.06 The Association shall give not less than thirty (30) days notice of a Special Assessment deduction.
- 5.07 Where possible, an electronic copy of monthly dues that are outlined in Article 5.02 above shall be supplied to the Association.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practised by either party in respect of an employee by reason of race, colour, creed, national origin, political or religious affiliation, sex, sexual preference, marital status, age, physical disability, mental disability, nor by reason of membership or non-membership or lawful activity in the Association, nor in respect of an employee or Employer 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: NO STRIKE OR LOCKOUT

- 7.01 There shall be no strike, lockout or slowdown during the life of this Collective Agreement.
- 7.02 If an employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises or refusal to perform work, during the life of this Collective Agreement, the Association shall instruct her to return to work immediately and perform her duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance. If the employee does not return immediately, she shall be deemed to have terminated her employment.

ARTICLE 8: BULLETIN BOARDS

- 8.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location for the exclusive use of the Association. In addition, and where requested by the Association, space may be provided on other existing bulletin boards.
- The Association may post, on such bulletin boards, notices of meetings and other notices which may be of interest to employees.
- The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

ARTICLE 9: PROBATIONARY PERIOD

- 9.01 A newly-hired regular or temporary employee shall serve a probationary period of one thousand and seven and one-half (1,007 1/2) hours worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced. If, in the opinion of the Employer, the employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure. Hours worked as a casual employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of two hundred and fifty-two (252) hours provided that not more than three (3) months have elapsed since she worked for the Employer.
- 9.02 The Employer shall provide a written evaluation to each probationary employee prior to the completion of her probationary period.
- 9.03 An employee who has completed her probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.

ARTICLE 10: HOURS OF WORK

- 10.01 Regular hours of work for a full-time employee, exclusive of meal periods, shall be:
- (a) seven and three-quarter (7 3/4) work hours per day; and
 - (b) an average of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period.
- 10.02 **Meal Periods and Rest Periods**
- (a) Regular hours of work shall include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each shift of seven and three-quarter (7 3/4) hours and exclude an unpaid meal period of not less than thirty (30) minutes.
 - (b) Availability During Meal Periods

When an employee is required by the Employer to remain readily available for duty during her meal period, she shall be paid for the meal period at her basic rate of pay unless she is permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(c) Working During Meal and Rest Periods

If an employee is required to work or is recalled to duty during her meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or she shall receive pay for the full meal period or rest period in accordance with the following:

- (i) for a rest period, she shall be paid at the applicable overtime rate instead of her basic rate of pay;
- (ii) for a meal period that she is not required to be readily available pursuant to Article 10.02(b), she shall be paid at the applicable overtime rate;
- (iii) for a meal period that she is required to be readily available pursuant to Article 10.02(b), she shall be paid the applicable overtime rate instead of her basic rate of pay.

10.03 Subject to Article 10.02 hours of work shall be consecutive.

10.04 Modified hours of work may be implemented where mutually agreed between the Employer and the Association.

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

ARTICLE 11: WORK SCHEDULES AND SHIFTS

11.01 An employee shall be aware that she may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

11.02 **Shift Scheduling Standards and Premiums for Non-Compliance**

- (a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:
 - (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
 - (ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;

- (iii) at least fifteen and one-half (15 1/2) hours off duty between the end of one shift and the commencement of the next shift;
 - (iv) not more than seven (7) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide the provisions of Article 11.02(a)(i), (ii), or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
- (i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected employee of two times (2X) her basic rate of pay for one (1) regular shift worked during the two (2) week period;
 - (ii) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected employee of two times (2X) her basic rate of pay for each of four (4) regular shifts worked during the five (5) week period;

failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected employee of two times (2X) her basic rate of pay for each of two (2) regular shifts worked during the five (5) week period.
 - (iii) failure to provide fifteen and one-half (15 1/2) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of two times (2X) the basic rate of pay for all hours worked on that next shift.
- (c) For the purpose of this provision, "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.
- (d) An employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and employee provided that, in the event of an emergency or where unusual circumstances exist, the employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

- (i) scheduled days off shall not be considered as day duty, and
- (ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the employee according to the shift schedule save and except for the vacation.

11.03 Schedule Posting and Schedule Changes

- (a) Unless otherwise agreed between the Employer and the Association, shift schedules shall be posted twelve (12) weeks in advance. If a shift schedule is changed after being posted, the affected employees shall be provided with fourteen (14) calendar days notice of the new schedule. In the event that an employee's schedule is changed in the new shift schedule and she is not provided with fourteen (14) calendar days notice, she shall be entitled to premium payment subject to the provisions of Article 11.03(b), (c) and (d).
- (b) Unless an employee is given at least fourteen (14) calendar days notice of a change of her scheduled day(s) off she shall be paid two times (2X) her basic rate of pay for all hours worked on such day(s) unless such change is at the employee's request.
- (c) If, in the course of a posted schedule, the Employer changes the employee's scheduled shift (i.e. days to evenings, days to nights or evenings to nights) but not her day off she shall be paid at the rate of two times (2X) her basic rate of pay for all hours worked on the first shift of the changed schedule unless fourteen (14) calendar days notice of such change has been given.
- (d) If, in the course of a posted schedule, the Employer changes the employee's shift start time by two (2) hours or more she shall be paid at the rate of two times (2X) her basic rate of pay for all hours worked on this shift unless fourteen (14) calendar days notice of such change has been given.

11.04 In the event that an employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, she shall be compensated for that inconvenience by receiving two (2) hours pay at her basic rate of pay.

11.05 Should an employee report and commence work as scheduled and be required to cease work prior to completion of her scheduled shift and return to duty at a later hour, she shall receive her basic hourly rate of pay for all hours worked with an addition of two (2) hours pay at her basic rate of pay for that inconvenience.

11.06 Employee Shift Trading

Employees may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer.

ARTICLE 12: OVERTIME

12.01 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 or on scheduled days of rest.

- 12.02 The Employer shall designate an individual who may authorize overtime.
- 12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 12.04 Overtime will be paid in accordance with the following:
- (a) For work in excess of seven and three-quarter (7 3/4) hours per day, two times (2X) her basic rate of pay, exclusive of meal periods, if taken. This overtime payment will cease and the employee's basic rate of pay will apply at the start of the next regularly scheduled shift.
 - (b) For work on scheduled day(s) of rest, two times (2X) her basic rate of pay. This overtime payment will cease and the employee's basic rate of pay will apply at the start of her next scheduled shift.
- 12.05 An employee who normally returns to her place of residence by means of public transportation following the completion of her regularly scheduled shift, but who is prevented from doing so by being required to remain on duty longer than such shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to her place of residence.
- 12.06 Subject to mutual agreement between the Employer and an employee, the employee may be granted time off duty in lieu of overtime payments at the applicable premium rate. Unless mutual agreement between an employee and the Employer is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment, such liability of the Employer as of the last day of March, shall be paid out.
- 12.07 Except in cases of emergency, no employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the employee reports for work.
- 12.08 Rest periods and meal periods shall be provided in accordance with Article 10.02.

ARTICLE 13: ON-CALL DUTY

- 13.01 The term "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 return to duty.

13.02 Unless otherwise agreed between the Employer and the Association, on-call periods shall be scheduled at least twelve (12) weeks in advance excepting in cases of emergency. Employees whose on-call schedule has been changed with less than fourteen (14) calendar days notice shall be paid at the higher on-call rate.

If, in the course of a posted on-call duty roster, the Employer changes an employee's on-call period, the employee shall be paid at two times (2X) the on-call rate for all hours in the first period of on-call affected by the change unless fourteen (14) days notice of such change has been given. The employee shall be notified of the change and such change shall be recorded on the on-call duty roster.

13.03 Wherever possible, the employee shall not be assigned to on-call duty more than seven (7) consecutive calendar days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the higher on-call rate for the eighth (8th) and subsequent days in that two (2) week period. The higher on-call rate shall apply until an employee has two (2) consecutive days off without being on-call. Where an employee is on-call for more than seven (7) consecutive calendar days at her request or as the result of an exchange with another employee, the regular on-call rates shall apply.

13.04 Regulations in respect of approval or authorization for on-call duty and telephone consultations and the procedures which are to be followed by an employee shall be prescribed by the Employer.

13.05 **On-Call Pay**

For each assigned hour, or part thereof, of authorized on-call duty, an employee shall be paid:

- (a) on regularly scheduled days of work, the sum of three dollars (\$3.00) per hour; and
- (b) on days off and Named Holidays, the sum of four dollars and twenty five cents (\$4.25) per hour. A Named Holiday or non-work day shall run from zero zero zero one (0001) hours on the Named Holiday or non-work day to twenty-four hundred (2400) hours of the same day.

13.06 An employee called back to duty on a Named Holiday shall be:

- (a) compensated in accordance with Article 13.07; and
- (b) given compensating time off at her basic rate of pay for actual hours worked on the call-back at a mutually agreeable time. Time not taken by the last day of March in any given year shall be paid out.

13.07

Call-Back Pay

- (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 of two times (2X) the basic rate of pay. An employee called back to duty will be permitted to leave the Health Care Facility upon completion of the procedure or examination for which she was called back. However, any further requests for emergent procedures received by an employee prior to leaving the Health Care Facility 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 on a call-back basis; she shall be paid for all hours worked, or for two (2) hours, whichever is greater, at two times (2X) her basic rate of pay. Such employee shall be entitled to the provisions of Article 13.10.
- (c) Call-back pay may be granted in the form of time off duty with pay in accordance with the provisions of Article 12.06.

13.08

The Employer shall make every effort to avoid placing an employee "on-call" on the evening prior to or during scheduled off-duty days.

13.09

- (a) Where an employee works more than six (6) hours pursuant to Article 13.07, she shall be entitled to eight (8) consecutive hours rest before commencing her next scheduled shift, without loss of earnings.
- (b) The employee in the above situation will advise her Supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.
- (c) This provision is waived if the employee is granted a request for a particular shift arrangement.

13.10

An employee who is called back for duty shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private motor vehicle, reimbursement shall be at the rate of at least thirty-five cents (\$0.35) per kilometre from the employee's residence and return. In those situations where hospital policy requires that the employee use a taxi for call-back purposes, should the employee commence her regular shift during the call-back, the Employer will pay the taxi fare from the Health Care Facility to her place of residence upon completion of the shift providing the employee uses this mode of transportation.

13.11 When an employee is supplied with a paging device by the Employer for the purpose of on-call duty, there shall be no cost to the employee for the use of the paging device.

13.12 **Telephone Consultation**

When an employee, who has been assigned to on-call duty, is consulted by telephone and is authorized to handle client related matters without returning to the work place the following will apply:

- (a) An employee who has not completed seven and three-quarter (7 3/4) hours of work in the day or thirty-eight and three-quarter (38 3/4) hours of work during the week shall be paid at her basic rate of pay for the total accumulated time spent on Telephone Consultation(s), and corresponding required documentation, during the on-call period. If the total accumulated time spent on Telephone Consultation(s), and corresponding required documentation, during the on-call period is less than thirty (30) minutes, the employee shall be compensated at her basic rate of pay for thirty (30) minutes.
- (b) An employee who has completed seven and three-quarter (7 3/4) hours of work in the day or thirty-eight and three-quarter (38 3/4) hours of work during the week shall be paid at the applicable overtime rate for the total accumulated time spent on Telephone Consultation(s), and corresponding required documentation, during the on-call period. If the total accumulated time spent on Telephone Consultation(s), and corresponding required documentation, during the on-call period is less than thirty (30) minutes, the employee shall be compensated at the applicable overtime rate for thirty (30) minutes.

ARTICLE 14: SALARIES

14.01 Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:

- (a) be effective on the dates specified therein;
- (b) be applicable to an employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
- (c) form a part of this Collective Agreement.

14.02 (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for regular full-time employees shall be applied on the appropriate anniversary of the date the employee commenced employment with the Health Care Facility as a regular full-time employee.

- (b) Unless otherwise changed by the operation of this Collective Agreement, a regular part-time employee who has had a change in status to a regular full-time employee shall have her anniversary date established based on hours worked with the Employer at the increment level such employee was entitled to receive immediately prior to her change in status.
- (c) A full-time employee shall be eligible for the 9th step (Long Service Increment) commencing upon the completion of six (6) years after she achieved Step 8.
- (d) An employee who has qualified for the 9th step (Long Service Increment) in a classification during her current period of employment, shall not be required to re-qualify with respect to Article 14.02(c) when placed in another classification. The LSI period of the new classification shall, in these circumstances, be considered a normal increment pursuant to Article 14.02 (a) or (b).
- (e) In the event that an employee who has achieved Step 8 in her current classification is transferred, promoted or reclassified to another classification, time accumulated toward the 9 Step (LSI) will be credited upon the employee achieving Step 8 in the new classification.

14.03 Both parties to this Collective Agreement recognize that an employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the employee and the Association shall be so advised, in writing, and the employee's performance will be evaluated, in writing on a month-to-month basis. After she reaches a satisfactory performance level, the increment shall be granted as of that date; however, her anniversary date, for annual increment purposes, shall not be changed.

14.04 (a) Where applicable, an employee who has completed the required training in any of the paramedical technical classifications covered by this Collective Agreement and who is awaiting registration/certification examinations or results of same shall be paid ninety percent (90%) of the starting rate for the Level I classification. Upon proof of having passed the registering/certifying examination, the salary of such employee shall be adjusted to the full rate retroactive to date of successful completion of the examination, or commencement of employment, whichever is the later.

- (b) A paramedical technical employee covered by this Collective Agreement who has not successfully completed a recognized course of training or certification examinations normally required for the classification in which she is employed shall be paid ninety percent (90%) of the applicable rate in the salary scale according to length of service. The provisions of this Article shall not apply to an employee in this category employed prior to the signing date of this Collective Agreement who has been paid the full rate for the classification. Such employee shall continue to be paid at the higher rate.
- (c) Salary recognition shall be extended to Dietitians who have completed the required internship or its equivalent for registration by starting that individual at the second step of the salary scale.
- (d) Salary recognition shall be extended to a graduate Pharmacist who has completed an accredited residency program in Hospital Pharmacy by starting that individual at the second step of the salary scale.

14.05

In the event that:

- (a) an occupied paramedical professional position outside the scope of this bargaining unit is determined to be within the scope of this bargaining unit in accordance with the provisions of Article 4.01; and
- (b) the incumbent within such position is therefore determined to be an employee within the scope of the bargaining unit; and
- (c) the basic rate of pay of such employee exceeds the applicable rate of pay for the appropriate classification within the Salary Appendix;

then the employee, while employed in such position, shall continue to receive her previous rate of pay until the appropriate rate of pay for the classification in the Salary Appendix becomes equal to or greater than her previous rate of pay, at which time she shall then receive the applicable rate in pay in the Salary Appendix for the classification to which the position is allocated.

14.06

- (a) Sole Charge Capacity

Laboratory Technologists, Medical Radiation Technologists, Health Record Administrators, Health Record Technicians, Respiratory Therapists, E.E.G. Technologists, Combined Laboratory and X-Ray Technicians and Dietary Technologists who are employed in a sole charge capacity shall be paid at least the Technologist/Technician II rate of pay.

(b) Sole Professional

A paramedical professional employee who is the only person within the Health Region exercising responsibilities for their particular professional field of practice shall be paid at least the level II salary rate as stated in the Salary Appendix for the classification.

- 14.07 (a) Paramedical technical employees who have successfully completed post graduate education programs resulting in qualifications as listed below shall receive for the highest qualification held, provided the qualification is utilized in the normal course of duties, in addition to their hourly rate as set out in the Salaries Appendix, an amount as herein stated for the qualification:

	<u>Hourly</u>	<u>Monthly Equivalent</u>
Advanced Registered Technologist (C.S.M.L.S.)	.59	\$100.00
R.T. plus Baccalaureate	.59	\$100.00
Fellowship, C.S.M.L.S.	.89	\$150.00
Advanced Certification, C.A.M.R.T.	.59	\$100.00
F.C.A.M.R.T. (Fellowship), C.A.M.R.T.	.89	\$150.00
Registered Radiation Technologist plus B.Sc. in Radiological Technology	.59	\$100.00
Bachelor of Medical Records Science	.44	\$ 75.00
Advanced Registered Respiratory Therapist	.59	\$100.00
Masters	.89	\$150.00
Advanced Registered Technologist (C.S.C.T.)	.15	\$ 25.00

- (b) Those employees who, on the commencement date of this Agreement, are receiving additional salary for post graduate qualifications in excess of the amounts stated above or for qualifications other than those stated above shall continue to receive the higher amount during the term of this Collective Agreement.

14.08 **Forensic Allowance**

A paramedical technical employee covered by this Collective Agreement who is required to perform forensic examinations or tests on human remains as requested by a Medical Examiner shall receive, in addition to her basic salary, the sum of thirty dollars (\$30.00) for each such occasion.

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

- 15.01 Salary recognition shall be granted for work experience satisfactory to the Employer, (including experience in the private sector) provided not more than two (2) years have elapsed since such experience was obtained as outlined in the following guidelines.

For regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than two (2) years if the employee has fulfilled the licensing requirements of the employee's professional body to maintain standing in that profession.

- (a) one (1) annual increment for one (1) years experience within the last six (6) year;
- (b) two (2) annual increments for two (2) years experience within the last seven (7) years;
- (c) three (3) annual increments for three (3) years experience within the last eight (8) years;
- (d) four (4) annual increments for four (4) years experience within the last nine (9) years;
- (e) five (5) annual increments for five (5) years experience within the last ten (10) years;
- (f) six (6) annual increments for six (6) years experience within the last eleven (11) years;
- (g) seven (7) annual increments for seven (7) years experience within the last twelve (12) years.

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

15.03 Where a voluntarily terminated employee who has achieved Step 8 or Step 9 (LSI) who commences employment within six (6) months of the date of termination with either the same Employer or an Employer signatory to a Collective Agreement containing identical provisions for entitlement to Step 9 (LSI), the Employee shall be given credit towards achievement of Step 9 (LSI) as though her employment had been continuous.

15.04 This Article shall be applicable only to employees whose date of hire is on or after the date of exchange of ratification, of this Collective Agreement.

15.05 The Employer shall advise all employees in writing at the time of hire as to the pay grade and step in the Salary Appendix.

ARTICLE 16: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

16.01 Shift Differential

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

- (i) employees working a shift, wherein the majority of the hours of such shift falls within the period fifteen hundred (1500) hours to zero seven hundred (0700) hours, or
 - (ii) employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between fifteen hundred hours (1500) and zero seven hundred (0700) hours.
- (b) Shift differential shall not be considered part of the basic hourly rate of pay.
 - (c) Shift differential shall be paid in addition to the overtime rate, for overtime worked in conjunction with the shift worked in (a) above.

16.02

Weekend Premium

- (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 greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
 - (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.

16.03

Where applicable, shift differential and weekend premium will be stacked.

ARTICLE 17: RESPONSIBILITY PAY

FOR TECHNICAL ONLY

17.01

- (a) When a Technologist I, Technician I, or Therapist I works in the absence of any of the regular technical supervisory personnel and is designated to be responsible for the performance of additional technical and/or supervisory duties, she shall receive sixty-five cents (\$0.65) per hour for such responsibility.
- (b) For the purposes of the application of Article 17.01(a), the reference to Technologist I shall not be deemed to include Physiological Laboratory Technologist I.

ARTICLE 18: TEMPORARY ASSIGNMENTS

18.01 When an employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher salary scale, she shall be paid, in addition to her hourly rate as set out in the Salaries Appendix, the difference between the beginning rate in the salary scale for her classification and the beginning rate in the salary scale of the classification to which she is temporarily assigned. The resultant basic rate of pay shall not exceed the maximum rate of the salary scale of the classification to which she is temporarily assigned. This provision shall not apply where the period of temporary assignment is less than one (1) full shift.

18.02 Temporary Out-of-Scope Assignment

Where an employee is directed to substitute on another job outside the scope of the bargaining unit, the employee will receive, in addition to her basic rate of pay, a minimum amount of one dollar and fifty cents (\$1.50) per hour. An employee so assigned shall continue to be covered by the terms and conditions of this Collective Agreement.

18.03 During periods of temporary assignment to a classification to which is assigned a higher salary scale, an employee so assigned shall receive any overtime or call-back premiums based on the higher basic rate of pay.

ARTICLE 19: AMBULANCE DUTY AND CAMP ALLOWANCE

19.01 (a) Ambulance Duty

A paramedical technical employee accompanying a patient being transferred by ambulance and/or aircraft, shall be entitled to receive fifty dollars (\$50.00) per round trip beyond a radius of thirty-five (35) kilometers from her place of employment in addition to her basic rate of pay, and if applicable, overtime premium on the same basis as if she had been working at the Health Care Facility. The employee shall be reimbursed for reasonable and substantiated expenses incurred directly as a result of such duty.

(b) Camp Allowance

For each twenty-four (24) hour period spent in a camp setting, a forty-dollar (\$40.00) camp allowance shall be paid to participating employees. In the event that an employee is incapacitated as a result of an accident sustained in the discharge of her duties while participating in this program, it is understood that the provisions of Article 24 shall apply.

ARTICLE 20: TRAVEL EXPENSES

- 20.01 When an employee, at the request of the Employer, drives a motor vehicle other than a motor vehicle supplied by the Employer, a transportation allowance of thirty-five cents (\$0.35) per kilometre shall be paid.
- 20.02 When an employee is required by the Employer to travel for employment purposes, she shall be reimbursed for all reasonable expenses supported by receipts as required by the Employer.
- 20.03 Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance coverage as a result, shall be required to submit evidence of 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	Less	Cost of Personal Use Insurance Coverage \$ _____ (Basic Age Group - Good Record)	=	Reimbursement to Maximum of \$260.00
\$ _____ (Basic Age Group - Good Record)				

- 20.04 Except when an employee applies for a position other than the one the employee occupies at the time of the application, if the Employer requests an employee to provide a driver's abstract, the cost of obtaining the abstract shall be reimbursed by the Employer upon production by the employee of proof of payment of the cost.

ARTICLE 21: VACATION WITH PAY

21.01 Definitions

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the twelve (12) month period commencing on the first day of _____ in each calendar year and concluding on the last day of _____ of the following calendar year.

21.02 Vacation Entitlement

Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken in the following vacation year, except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during the first (1st) year of employment, an employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or
- (b) during each of the second (2nd) to ninth (9th) years of employment, an employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or
- (c) during each of the tenth (10th) to nineteenth (19th) years of employment, an employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or
- (d) during each of the twentieth (20th) and subsequent years of employment, an employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days.

- 21.03
- (a) Where a voluntarily terminated employee commences employment within six (6) months of date of termination of employment with either the same Employer or an Employer signatory to a Collective Agreement containing identical provisions for entitlement to vacation as this agreement, such employee shall accrue vacation entitlement as though her employment had been continuous.
 - (b) Where an employee is voluntarily terminating her employment, the Employer shall provide the employee with a written statement of her vacation entitlement upon termination.

- 21.04
- No employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to or earned vacation benefits in excess of that set out herein shall have her vacation entitlements reduced. Provided, however, that this clause would only apply where the employee is working for the same Employer at all relevant times.

21.05 **Time of Vacation**

- (a) All vacation earned during one vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Employer.
- (b) Notwithstanding Article 21.05(a) above, an employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:
 - (i) such utilization does not exceed the total credits earned by an employee at the time of taking vacation; and

- (ii) such vacation is taken at a mutually agreeable time.
- (c) An employee may request vacation leave during any period of the year.
- (d) Upon the request of an employee, earned vacation credits may be divided into more than one vacation period if approved by the Employer. Such request shall not be unreasonably denied.
- (e) Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken. Employees failing to exercise seniority rights within two (2) weeks of the time that the employees are asked to choose a vacation time, shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.

21.06 Vacation pay will be payable in advance on the regular pay day prior to the commencement of the vacation period if requested by the employee at least fourteen (14) days in advance of the regular pay day. In extenuating circumstances, consideration may be given to a shorter notice period.

21.07 Unless given four (4) weeks advance notice of an alteration to her scheduled vacation period, an employee required by the Employer to work during her vacation period will receive two times (2X) her basic rate of pay for all hours worked. This premium payment will cease and the employee's basic rate of pay will apply at the start of her next regularly scheduled shift. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of the Employer, an employee may elect to receive payment at the basic rate of pay in lieu of the aforementioned time off.

21.08 When an employee's vacation is canceled by the Employer, the Employer shall be responsible for all non refundable costs related to the cancellation of the vacation.

ARTICLE 22: NAMED HOLIDAYS

22.01 (a) Full-time employees shall be entitled to 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 all general holidays proclaimed to be a statutory holiday by any of the following:

- (i) the Municipality in which the Health Care Facility is located;
 - (ii) the Province of Alberta; or
 - (iii) the Government of Canada.
- (b) In addition to the foregoing Named Holidays, full-time employees who are in the employ of the Employer on February 1st shall be granted an additional holiday as a "Floater Holiday" in that year. The Floater Holiday shall be scheduled at a time mutually agreed upon between the Employer and employee. If the holiday is not taken by the last day of March in the following year, it shall be paid out.
- (c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the Health Care Facility at least six (6) months prior to the occurrence of the Named Holiday.

22.02 To qualify for a Named Holiday with pay the employee must:

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

22.03 An employee obliged, in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) her basic rate of pay plus:

- (a) one (1) days pay; or
- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to her next annual vacation; or
- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) days pay at the basic rate of pay is desired; and
- (e) compensating time off, at her basic rate of pay, for all hours worked in excess of seven and three-quarter (7 3/4) hours.

22.04 If a date is not designated pursuant to Article 22.01(c) and subject to Article 22.02, when a Named Holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall receive:

- (a) one (1) days pay; or

- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to her next annual vacation; or
- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) days pay at the basic rate of pay is desired.

22.05 When a Named Holiday falls during an employee's annual vacation, the employee shall receive:

- (a) by mutual agreement, a day added to the vacation period; or
- (b) an alternate day off at a mutually agreed time; or
- (c) failing mutual agreement as to the option to be applied, one (1) days pay at her basic rate of pay.

22.06 The Employer shall rotate, as evenly as possible, amongst employees in a department or section, as applicable, the requirement to work on a Named Holiday.

- 22.07
- (a) No payment shall be due for a Named Holiday which occurs during:
 - (i) a layoff; or
 - (ii) all forms of leave during which an employee is not paid.
 - (b) No additional payment shall be due for a Named Holiday which occurs during a period when an employee is receiving Short Term Disability, Long Term Disability or Workers' Compensation benefits.

ARTICLE 23: SICK LEAVE

- 23.01
- (a) Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.
 - (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.

23.02 An employee shall be allowed a credit for sick leave computed 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.

- 23.03 In a facility where there is no Short Term Disability plan in effect, an employee who continues to be off work but who has exhausted her sick leave credits, shall be deemed to be on a leave of absence without pay or benefits for up to one hundred and twenty (120) working days from the first day of absence from work, or until the employee becomes eligible to apply for Long Term Disability benefits, whichever occurs first.
- 23.04 An employee granted sick leave shall be paid for the period of such leave at her basic rate of pay, and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time sick leave commenced.
- 23.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine.
- 23.06 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.
- 23.07 Except as otherwise specifically provided in this Collective Agreement sick leave pay shall not be granted during any leave of absence.
- 23.08 Sick leave credits shall accrue for the first (1st) month during periods of illness, injury, layoff, and/or leaves of absence in excess of one (1) month.
- 23.09
- (a) No sick leave shall be granted for any illness which is incurred once an employee commences her vacation; in this event, the employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.
 - (b) Sick leave shall be granted:
 - (i) if an employee becomes ill during her vacation period as stated in Article 23.09(a) above, only after the expiry of the employee's vacation and provided the illness continues beyond the vacation;
 - (ii) for the period of sick time falling within a scheduled vacation period provided that the employee becomes ill prior to the commencement of the scheduled vacation. If the employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

- (c) Notwithstanding the provision of Article 23.09(a), should an employee demonstrate to the satisfaction of the Employer that she was admitted to hospital as an "in patient" during the course of her vacation, she shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in the hospital shall be rescheduled to a mutually agreeable time.
- 23.10
 - (a) An employee who commences employment within six (6) months of the date that she voluntarily terminated employment with either the same Employer or an Employer signatory to a Collective Agreement containing identical sick leave provisions shall retain to her benefit, in accordance with the provisions of this Article, entitlement to the balance of accumulated sick leave credits at the time of said termination. Otherwise, sick leave credits will be cancelled and no payment will be due therefor. The employee shall be provided with a written statement of such entitlement upon her termination.
 - (b) In the case where the employee was formerly employed by the Alberta Cancer Board, and the conditions precedent to the application of the provisions of (a) above have been satisfied, the balance of accumulated sick leave credits at the time of termination shall be determined by subtracting the number of days of benefit paid pursuant to the Sick Leave Plan in effect with the applicable Employer identified above, from the sum of the credit that would have been earned had the provisions of Article 23.02 applied during the same period.
- 23.11 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 neither charged against her accumulated sick leave, nor shall she suffer any loss of income provided such absence does not exceed two (2) hours during one work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 23.12 An employee may request in writing, once a year, the status of her sick leave entitlement.
- 23.13 Information on an employee's sick leave shall be confidential unless the employee consents in writing to such release.

ARTICLE 24: WORKERS' COMPENSATION

- 24.01 (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 calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
- (i) the employee assigns over to the Employer, on proper forms, the monies due to her from the WCB for time lost due to an accident; and
 - (ii) the employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10th) day, can be charged against such sick leave credits for each day an employee is off work due to accident within the meaning of the *WCB Act*; and
 - (iii) the employee keeps the Employer informed regarding the status of her WCB claim and provides any medical or claim information that may be required by the Employer.
- (b) The Parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the WCB. In light of this, the time limitation for correcting over or under payments provided in Article 27 shall not commence until the Employer has received reimbursement from the Workers' Compensation Board, or has issued any statement of adjustment to the employee, whichever is later.
- (c) An employee who is in receipt of Workers' Compensation benefits and who is not eligible to receive the WCB Supplement pursuant to Article 24.01(b) shall be deemed to be on a leave of absence without pay.
- (d) An employee in receipt of Workers' Compensation benefits shall:
- (i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments;
 - (ii) accrue vacation credits and sick leave for the first (1st) month of such absence.
- 24.02 An employee who has been on Workers' Compensation 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 two (2) weeks written notice, when possible, of readiness to return to work. The Employer shall reinstate the employee in the same classification 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, shall be entitled to benefits she is eligible for under Sick Leave or Short Term Disability or Long Term Disability, in accordance with Article 23 or 25.

24.03 The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 11 and 29.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

25.01 The Employer shall continue the following group plans for all eligible employees where such plans are currently in effect or shall implement the following group plans where enrollment and other requirements of the Insurer for group participation have been met:

- (a) Alberta Health Care Insurance Plan;
- (b) the Health Organization Benefits Plan or equivalent providing for:
 - (i) Group Life Insurance [one times (1X) basic annual earnings rounded up to the next higher \$1,000.00 with an option for additional life insurance to at least twice annual earnings rounded to the next highest \$1,000.00];
 - (ii) Accidental Death & Dismemberment Insurance - (amount equal to group life insurance);
 - (iii) Short Term Disability [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness];

- (iv) Long Term Disability [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];
 - (v) Alberta Blue Cross Dental Plan or equivalent, which plan provides eighty percent (80%) reimbursement of basic eligible dental expenses, fifty percent (50%) of extensive eligible dental expenses and fifty percent (50%) of orthodontic eligible dental expenses in accordance with the current Alberta Blue Cross Dental Fee Schedule or equivalent and within the limits of the Plan. A Maximum annual reimbursement of two thousand dollars (\$2,000.00) per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000.00) per insured person.
 - (vi) Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent, which includes eighty percent (80%) direct payment for all physician or dentist prescription medication that is eligible under the plan and prescribed in accordance with the plan.
- (c) At the Employer's option, a "EI SUB Plan" to supplement an eligible employees Employment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical substantiation.

- 25.02 Where the benefits specified in Article 25.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.
- 25.03 The premiums will be cost-shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee.
- 25.04 During the first twenty-four (24) months an employee is on L.T.D, she may continue participation in the Alberta Health Care Insurance Plan by paying the full premium costs to the Employer. The employment of an employee may be terminated when she has been on L.T.D. for twenty-four (24) months subject to the requirements of Article 6.
- 25.05 An employee shall cease to earn sick leave credits and vacation credits while on S.T.D and L.T.D.
- 25.06 The Employer shall distribute to all employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.

25.07 Where a group is not currently participating in the Life and Disability Insurance Plans, a maximum of one (1) survey will be conducted in any calendar year to determine if the group of regular employees meet the participation requirements. The Employer will conduct such a survey within two (2) months of being requested to do so by the Association.

25.08 (a) Such coverage shall be provided to:

- (i) a regular full-time employee; and
- (ii) a regular part-time employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (iii) a temporary employee who is hired to work for a position of six (6) months duration or longer and whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

(b) Regular and temporary part-time employees whose hours of work average less than fifteen (15) hours per week over one (1) complete cycle of the shift schedule, temporary employees hired for a position of less than six (6) months duration, and casual employees, are not eligible to participate in the Employee Benefits Plan. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement shall not have benefits discontinued solely due to the application of this provision.

25.09 (a) The Provincial Health Authorities of Alberta, on behalf of all Employer hospitals, will provide one (1) copy of each of the plans to the Health Sciences Association of Alberta. Where the Health Organization Benefits Plan is not in force in any given hospital, that hospital will provide a copy of its plan to the Association.

(b) The Provincial Health Authorities of Alberta or the hospital, as applicable, shall advise the Association of all premium rate changes pursuant to Article 25.01(b).

25.10 **Flexible Health Benefit Spending Account**

- (a) A Flexible Health Benefit Spending Account shall be implemented for all employees eligible for benefits in accordance with Article 25.08(a)(i) and 25.08(a)(ii).
- (b) A sum of five hundred dollars (\$500.00) per each regular full-time employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account for each eligible employee effective January 1 of each calendar year.

- (c) This Flexible Health Benefit Spending Account shall be provided to regular part-time employees on a pro-rated basis, based on their annualized regularly scheduled hours of work as at January 1 of each calendar year.
- (d) Any unused allocation in an employee's Flexible Health Benefit Spending Account as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (e) The Flexible Health Benefit Spending Account may be utilized by employees for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 25.01(b)(v) and 25.01(b)(vi).
- (f) Where the Employer chooses to contract with an insurer for the administration of the Flexible Health Benefit Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.
- (g) The Flexible Health Benefit Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Health Benefit Spending Account.

ARTICLE 26: PENSION PLAN

- 26.01 The Employer shall contribute to the Local Authorities Pension Plan, or an alternate plan agreed to by the Association, as applicable, to provide benefits for participating employees provided they are scheduled to work at least fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the applicable plan. A copy of a brochure outlining the plan shall be provided by the Employer to each eligible employee.
- 26.02 The Employer agrees that, in accordance with Local Authorities Pension Plan regulations in effect as of the date of ratification of this Collective Agreement, where the employee requests within five (5) years of the employee's date of joining the LAPP (having remained with the same Employer) to have the employee's waiting period recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the lesser of the waiting period or the first (1st) year of service. This provision shall change in accordance with Local Authorities Pension Plan regulations.

ARTICLE 27: OVER/UNDER PAYMENTS

- 27.01 In the event that an employee is over or under compensated by error on the part of the Employer by reason of salary payment for:

- (a) vacation benefits; or
- (b) sick leave benefits; or
- (c) salary;

the Employer shall correct such compensation error not later than the second following pay day. If an under payment is not corrected by the second following pay day, the employee shall have ten (10) days to file a grievance as outlined in Article 46. In the case of an overpayment, 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 28: SENIORITY

- 28.01 (a) For regular or temporary employees, seniority with the Employer starts on the date on which the Employee commenced employment in the bargaining unit.
- (b) For casual employees whose status changes to regular or temporary; or someone determined by the Labour Relations Board or agreed to by the parties as being in the bargaining unit, the "seniority date" shall be established by dividing their contiguous hours worked with the Employer from the date the employee commenced performing work of a paramedical technical/professional nature by two thousand twenty-two point seven five (2,022.75) and converting the result to a seniority date.
- 28.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 28.01.
- 28.03 Seniority shall be the determining factor in:
 - (a) preference of vacation time;
 - (b) layoffs and recalls, subject to the qualifications specified in Article 30;
 - (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 29.
- 28.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
 - (a) when an employee resigns or is terminated from her position with the Employer; or

- (b) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work; or
- (c) if an employee does not return to work on recall to her former classification and full-time equivalency.

28.05 The Employer shall provide the Association within two (2) months of the signing of this Agreement and in January and July of each year thereafter a listing of employees in order of seniority in accordance with the provisions of Article 28.01. This listing shall be provided monthly if there are employees on layoff.

ARTICLE 29: PROMOTIONS, TRANSFERS AND VACANCIES

- 29.01
- (a) Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of three (3) months or more, shall be posted not less than eight (8) calendar days in advance of making an appointment.
 - (b) Where circumstances require the Employer to fill a posted vacancy before the expiry of eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.
 - (c) Subject to Article 29.05 where vacancies are filled, first consideration shall be given to employees who are already members of the bargaining unit.
 - (d) The notice of posting referred to in Article 29.01(a) shall contain the following information:
 - (i) duties of the position;
 - (ii) qualifications required;
 - (iii) hours of work;
 - (iv) status of position, and expected term if a temporary position;
 - (v) salary; and
 - (vi) for information purposes only, current site(s).
 - (e) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 29.01(a) to the appropriate Association office within seven (7) calendar days of the posting.
- 29.02 Applications for newly created positions, transfers, or promotions shall be made, in writing, to the Employer.

- 29.03 The appropriate Association office shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.
- 29.04 (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, she shall be reinstated in her former position. If such reinstatement is not possible, the employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position.
- The reinstatement or placement of an employee in accordance with Article 29.04(a) shall not be construed as a violation of the posting provisions of Article 29.01.
- (b) Where a vacancy for a temporary position has been filled by the appointment of a casual employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, she shall be reinstated to casual status.
- 29.05 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.
- (b) If all applicants for a vacancy are casual employees, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, the position shall be awarded to the employee who has the greatest number of hours worked with the Employer.

- 29.06 All transfers and promotions shall be on a trial basis. The transferred or promoted employee will be given a trial period of four hundred and eighty-eight point two five (488.25) hours in which to demonstrate her ability to perform the new tasks to the satisfaction of the Employer. The Employer shall provide an evaluation of the employee prior to the completion of the trial period. Should such employee fail to succeed during the aforementioned trial period, the Employer will make a sincere effort to reinstate the employee in her former position, or, if such reinstatement is not possible, place the employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position.
- 29.07 When an employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted employee shall be advanced to that step in the new scale which is next higher than her current rate or to the step which is next higher again if such salary increase is less than the employee's next normal increment on the former salary scale. In the event that a promoted employee is at the last increment in the scale for the classification held prior to the promotion, her salary shall be advanced to that step in the scale which is next higher than her current rate, or if such salary increase is less than the employee's last normal annual increase, she shall be advanced to the step which is next higher again in the scale.
- 29.08 An employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.
- 29.09 When, because of inability to perform the functions of a position or because of ill health or by her request, an employee is transferred to a classification to which is assigned a lower salary scale, her rate will be adjusted immediately to the step in the lower salary scale that will result in the recognition of service from the date the current period of continuous employment commenced.
- 29.10 Promotion shall not be used to fill a temporary vacancy of less than three (3) months. In the event that an employee is assigned to a classification with a higher salary scale in order to fill a temporary vacancy, the provisions of Article 18 shall apply.

ARTICLE 30: LAYOFF AND RECALL

- 30.01 (a) In case it becomes necessary to reduce the work force by;
- (i) reduction in the number of employees; or
 - (ii) reduction in the number of regularly scheduled hours available to one or more employees;

the Employer will notify the Association and all employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days notice shall not apply where the layoff results from an Act of God, fire, or flood. If the employee laid off has not been provided with an opportunity to work her regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the employee shall be paid in lieu of such work for that portion of the fourteen (14) calendar days during which work was not made available. Where the layoff results from an Act of God, fire or flood the affected employee shall receive pay for the days when work was not available up to a maximum of two (2) weeks pay in lieu of notice.

- (b) If the Employer proposes to layoff an employee while she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall not be served with notice under sub-article (a) until she has advised the Employer of her readiness to return to work.
- (c) When notice of layoff is delivered to an employee in person, the employee may be accompanied by a representative of the Association, if one is available.

30.02

- (a) Layoff shall be in reverse order of seniority, however the Employer shall have the right to retain employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining employees who are not capable and qualified of performing the work required.
- (b) The Parties shall discuss the appropriate application of the above clause.

30.03

Recall

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the employee is capable and qualified of performing the work required.
- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the employee's last known place of residence. The employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.
- (c) (i) The Employer shall endeavor to offer opportunities for casual work to laid off employees in order of their seniority before assigning the work to a casual employee, providing the laid off employee is qualified and capable of performing the work required.

- (ii) Notwithstanding the provisions of Article 30.03(c)(i), where the Employer has a multi-site facility, casual work shall first be made available to laid off employees of the specific location from which the employee was laid off.
 - (iii) A laid off employee may refuse an offer of casual work without adversely affecting her recall status.
 - (iv) An employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual employee, however, such employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.
- (d) For the purpose of this clause "Casual Work" shall mean:
- (i) work on a call-in basis which is not regularly scheduled;
 - (ii) regularly scheduled work for a period of three (3) months or less for a specific job; or
 - (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.
- (e) Notwithstanding the provisions of Article 28.04, if an employee is recalled for any length of time, other than for casual work, then that employee's period of recall rights starts anew.

30.04 No new regular or temporary employees will be hired while there are other employees within the Local Unit on layoff as long as laid off employees are qualified and capable of performing the work required.

30.05 In the case of layoff, the employee shall accrue sick leave and earned vacation for the first (1st) month. The employee's increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.

30.06 In the case of layoff in excess of one (1) months duration, the Employer shall inform the employee that she may make arrangements, subject to the applicable Pension Board's approval, for the payment of her contributions to the applicable pension plan, and that she may make prior arrangement for the payment of the full premiums for applicable employee benefit plans contained in Article 25 subject to the Insurer's requirements.

ARTICLE 31: TECHNOLOGICAL CHANGE

- 31.01 Should the Employer find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will displace employees in the bargaining unit, the Employer will notify the Association 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.
- 31.02 If the Employer introduces technological change which results in the displacement of an employee, the Employer shall make every reasonable effort to provide alternative employment acceptable to the employee.
- 31.03 Where the alternate employment is in a lower paid classification, the employee shall continue to receive the salary of the higher paid classification at the time of the transfer until the salary of the lower paid classification passes that of the higher paid classification.
- 31.04 Where alternative employment is not available or is not acceptable to the employee, the Employer will give the employee a minimum of six (6) weeks notice or pay in lieu of notice of displacement, and all conditions of the Layoff and Recall Article shall apply with the exception that notice contained in Article 30.01 will not apply.

ARTICLE 32: CONTRACTING OUT

- 32.01 Where the Employer finds it becomes necessary to transfer, assign, sub-contract or contract out any work or functions performed by regular employees covered by this Collective Agreement, the Employer shall notify the Association two (2) months in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected employees.

ARTICLE 33: LEAVES OF ABSENCE

- 33.01 **General Policies Covering Leaves of Absence**
- (a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence.
- (b) An employee who has been granted leave of absence of any kind and who overstay her leave without permission of the Employer shall be deemed to have terminated her employment.

- (c) Except as provided in Article 33.01(d), where an employee is granted a leave of absence of more than a months duration, and that employee is covered by any or all of the plans specified in Article 25, that employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.
- (d) 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.
- (e) In the case of a leave of absence or a deemed leave of absence, an employee shall accrue sick leave and vacation credits for the first (1st) month. An employee's increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.
- (f) During an employee's leave of absence, the employee may work as a casual employee with the Employer without adversely affecting the employee's reinstatement to the position from which the employee is on leave.

33.02

General Leave

Leave of absence without pay may be granted to an employee at the discretion of the Employer and the employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.

33.03

Educational Leave/Exchange Programs

- (a) The Parties to this Collective Agreement recognize the value of continuing education for each employee covered by this Collective Agreement. Furthermore, the Parties recognize that continuing education is a requirement for some employees. The responsibility for such continuing education lies not only with the individual but also with the Employer.
- (b) A paid leave of absence and/or reasonable expenses may be granted to an employee at the discretion of the Employer to enable the employees to participate in education or exchange programs.
- (c) Should the Employer direct an employee to participate in a specific program, such employee shall be compensated in accordance with the following:

- (i) For program attendance on regularly scheduled working days, the employee shall suffer no loss of regular earnings.
 - (ii) For hours in attendance at such program on regularly scheduled days off, the employee shall be paid at her basic rate of pay to a maximum of seven and three-quarter (7 3/4) hours per day.
 - (iii) The Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.
- (d) For the purpose of qualifying for an annual increment, an employee granted educational/exchange leave shall be deemed to remain in the continuous service of the Employer for the first (1st) twenty-four (24) calendar months only of such period of leave. In the event the duration of educational/exchange leave continues for a period in excess of twenty-four (24) months, an employee's anniversary date for salary increment purposes shall be delayed by the amount of time that said leave exceeds twenty-four (24) months, and the newly established anniversary date shall prevail thereafter.
- (e) An employee absent on approved education/exchange leave shall be reinstated by the Employer in the same position and classification held by her immediately prior to taking such leave or be provided with alternate work of a comparable nature.

33.04

Special Leave

- (a) The parties recognize that an employee may be unable to report to work due to unanticipated circumstances of pressing necessity which require the employee's personal attention and which may include illness in the employee's immediate family. The Employer shall approve special leave in such circumstances to a maximum of four (4) days without loss of pay in each calendar year; any requests for additional leave of absence in these circumstances shall be subject to the provisions of Article 33.02.
- (b) An employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave.

33.05

Bereavement Leave

- (a) Bereavement Leave with pay of:
 - (i) five (5) consecutive working days shall be granted in the event of the death of a member of the employee's immediate family. Upon request, the employee may be granted additional leave of absence without pay. Immediate family of the employee is defined as spouse, parent, child, brother, sister, fiancé. Step-parent, step-children, step-brother and step-sister shall be considered as members of the employee's immediate family. "Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a man or woman who resided with the employee and who was held out publicly as his/her spouse for a period of at least one (1) year before the death.
 - (ii) three (3) consecutive working days shall be granted in the event of the death of the following members of the employee's family (i.e. mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, and grandchild).
- (b) Bereavement Leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the employee's residence is necessary for the purpose of attending the funeral.
- (c) Notwithstanding the provisions of Article 33.04(a) and (b), where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an employee be eligible for more days off with pay than she would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.
- (d) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.

33.06

Parental Leave

- (a) An employee who has completed her probationary period shall, upon her written request, be granted Maternity Leave to become effective six (6) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity 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 an extension is granted by the Employer. Request for an extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.
- (b) A pregnant employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided by Article 33.05(a) if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than twelve (12) months, the employee may request further leave without pay as provided by Article 33.01.
- (c) A father-to-be who has completed his probationary period shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the employee and the Employer. Such leave shall be without pay and benefits and shall not exceed twelve (12) months.
- (d) An employee absent on Parental Leave shall provide the Employer with six (6) weeks written advance notice of her readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

33.07

Adoptive Parent Leave

- (a) An employee who has completed the probationary period shall be granted leave of absence without pay and benefits for a period of up to twelve (12) months in duration for the purpose of adopting a child provided that:

- (i) she makes written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and
 - (ii) she provides the Employer with at least one (1) days notice that such leave is to commence.
- (b) An employee absent on Adoptive Parent Leave shall provide the Employer with six (6) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same position held immediately prior to taking such leave or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and with other benefits accrued to her at the date the leave commenced.

33.08

Paternity Leave

Paternity Leave of at least one (1) working day with pay shall be granted upon the written request of a male employee to enable such employee to attend to matters directly related to the birth of his child.

33.09

Association Business

- (a) Provided the operational efficiency of the Health Care Facility shall not in any case be disrupted, leave of absence shall be granted by the Employer to an employee elected or appointed to represent the Association at conventions, meetings, workshops, seminars, schools, Association business; or Association members hired to a paid position in the Association for a period of up to one (1) year. Such leave shall be without pay. If the request is denied, reasons shall be given by the Employer.
- (b) Representatives of the Association shall be granted time off without pay in order to participate in collective bargaining with the Employer or its bargaining agent.
- (c) Members of the Board of Directors of the Association shall be granted a leave of absence without pay to attend Association business. Such member shall provide the Employer with such request in writing with as much advance notice as possible.
- (d) The President of the Association shall be granted leave without pay as required to attend to Association business, provided reasonable notice is given.

ARTICLE 34: IN-SERVICE PROGRAMS

- 34.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the employee. 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.

ARTICLE 35: COURT APPEARANCE

- 35.01 (a) In the event an employee is required 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, the employee shall:
- (i) suffer no loss of regular earnings for the scheduled shifts so missed;
- (ii) be paid at her basic rate of pay for the hours of attendance at court on her scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 11.
- (b) In the event an employee is scheduled to work on the evening or night shift(s) on the day(s) she is called as a witness in matters arising out of her employment with the Employer, or as a juror, she shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.
- (c) 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.

ARTICLE 36: EVALUATIONS AND PERSONNEL FILES

- 36.01 (a) The Parties to this Collective Agreement recognize the desirability of employee evaluations. Evaluations shall be conducted at least on an annual basis.
- (b) Evaluations shall be for the constructive review of the performance of the employee.
- 36.02 All such evaluations shall be in writing.

- 36.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than forty-eight (48) hours. The employee may review her personnel file prior to the interview upon her written request.
- (b) The employee shall be given a copy of her completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that she is aware of the evaluation. She shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and her reply shall be placed in her personnel file.
- (c) If an evaluation interview is scheduled on an employee's off duty hours or on days of rest, the employee shall be compensated according to the provisions of Article 12 or Article 44.
- 36.04 An employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the employee.
- 36.05 By appointment made in writing at least one (1) working day in advance, an employee may view her personnel file. Upon request, an employee shall be given a copy of requested documents from her file. The employee may be required by the Employer to pay a reasonable fee to cover the cost of copying, which fee shall be established by the Employer.

ARTICLE 37: DISCIPLINE AND DISMISSAL

- 37.01 Except for the dismissal of an employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 37.02 Unsatisfactory conduct by an employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the employee with a fax copy to the Association office within two (2) working days and a copy of the original letter to the Association office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action.

- 37.03 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, may result in a written warning to the employee with a fax copy, to the Association office within two (2) working days and a copy of the original letter to the Association office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action. 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 act to restrict the Employer's right to take further action during said period should the employee's performance so warrant.
- 37.04 The procedures stated in Articles 37.02, 37.03 and 37.10 do not prevent immediate suspension or dismissal for just cause.
- 37.05 An employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Association within two (2) working days.
- 37.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 37.07 An employee, who has been subject to disciplinary action, shall after two (2) years from the date the disciplinary measure was initiated, request in writing that her record be cleared of that disciplinary action. The Employer shall confirm in writing to the employee that such action has been effected.
- 37.08 An employee who is dismissed shall receive her termination entitlements at the time she leaves.
- 37.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.
- 37.10 When circumstances permit, the Employer shall provide at least twenty-four (24) hours advance notice to an employee required to meet with the Employer for the purposes of discussing and/or issuing discipline. The employee may be accompanied by a representative of the Association at such meeting.

ARTICLE 38: RESIGNATION/TERMINATION

- 38.01 An employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days notice of her desire to terminate her employment.

38.02 If the required notice of termination is given, an employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the day on which she terminates her employment.

38.03 **Vacation Pay on Termination**

- (a) If employment is terminated, and proper notice given, an employee shall receive vacation pay in lieu of:
 - (i) the unused vacation earned during the previous vacation year at her basic rate of pay, together with;
 - (ii) six percent (6%) if eligible for fifteen (15) working days, or eight percent (8%) if eligible for twenty (20) working days, or ten percent (10%) if eligible for twenty-five (25) working days, or twelve percent (12%) if eligible for thirty (30) working days of her earnings at the basic rate of pay from the end of the previous vacation year to the date of termination.
- (b) Notwithstanding other provisions of this Collective Agreement, if employment is terminated by an employee without giving proper notice pursuant to Article 38.01, such employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay provided that this clause may be waived if termination is due to cause which is acceptable to the Employer.

38.04 An employee shall be deemed to have terminated her employment when:

- (a) she is absent from work without good and proper reason and/or the approval of the Employer; or
- (b) she does not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work.

38.05 If the required notice of termination is given, an exit interview with the Employer shall be granted at the employee's request prior to termination.

ARTICLE 39: JOB DESCRIPTIONS

39.01 Copies of job descriptions shall be on hand within the appropriate department(s) and shall be available to each employee upon request.

39.02 Upon request, the Employer will provide the Association with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

ARTICLE 40: JOB CLASSIFICATIONS

40.01 New Classifications

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a position title and a salary scale and give written notice of same to the Health Sciences Association of Alberta and the Provincial Health Authorities of Alberta.
- (b) If the Association does not agree with the position title and/or the salary scale, representatives of the Employer and the Association, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.
- (c) Should the Parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.
- (d) Should the Parties through discussion and negotiation not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Code.
- (e) Should the Parties not be able to agree, the Association may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Association not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

40.02 Classification Review

- (a) An employee who has good reason to believe that she is improperly classified may apply to the Director of the Department to have her classification reviewed. The Director of the Department will give consideration to such application and notify the employee accordingly.
- (b) Should the employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between the Association and the Employer.
- (c) The Employer shall notify the Association of the Hospital's position within thirty (30) days of the matter being brought to him by the Association.

- (d) (i) Where the decision of the Employer relates to an employee-initiated request for a change in classification, the Employer's decision shall not be subject to the Grievance Procedure and Arbitration.
- (ii) Where the decision of the Employer relates to an Employer-initiated down-grading in classification, the affected employee shall be entitled to use the Grievance Procedure and Arbitration.

ARTICLE 41: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 41.01 The Parties to this Collective Agreement agree to establish an Employee-Management Advisory Committee(s) or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the employees and the Employer.
- 41.02 There shall be no loss of income for time spent by employees at meetings and in carrying out the functions of this Committee.

ARTICLE 42: OCCUPATIONAL HEALTH AND SAFETY

- 42.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer.
- 42.02 The Health Care Facility shall establish a Health and Safety Committee which shall be composed of representatives of the Employer and at least one (1) employee representative of the Association and may include representatives of other employee groups. This Committee shall meet at least once a month.
- 42.03 The number of Employer representatives on the Committee shall not exceed the number of representatives from the Association and other employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings.
- 42.04 The basic rate of pay shall be paid to an employee representative for time spent in attendance at a meeting of this Committee.
- 42.05 The Committee shall consider such matters as occupational health and safety.
- 42.06 The Health and Safety Committee shall also consider measures necessary to protect the security of each employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Health Authority/Board. The Authority/Board will reply in writing to the Health and Safety Committee within thirty (30) days of the receipt of the recommendation.

- 42.07 Where the Employer requires that the employee receive specific immunization and titre, as a result of or related to her work, it shall be provided at no cost.

ARTICLE 43: PROTECTIVE CLOTHING

- 43.01 When an employee is required to wear protective clothing in the course of duty, it shall be the responsibility of the Employer to provide and launder such clothing.

ARTICLE 44: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

- 44.01 Except as modified by this Article, all provisions of this Collective Agreement apply to part-time, temporary and casual employees, except that casual employees shall not be entitled to benefits provided for in:

Article 9:	Probationary Period
Article 11:	Work Schedules and Shifts
Article 23:	Sick Leave
Article 25:	Employee Benefit Plans
Article 26:	Pension Plan
Article 28:	Seniority
Article 30:	Layoff and Recall
Article 31:	Technological Change
Article 33:	Leaves of Absence
Article 37:	Discipline and Dismissal
Article 38:	Resignation/Termination

- 44.02 (a) A temporary full-time or temporary part-time employee shall be covered by the terms and conditions of this Collective Agreement, applicable to full-time or part-time employees as the case may be.
- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A temporary employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 29.04(b).

44.03 **Hours of Work**

- (A) Amend Article 10.01 to read:
- "Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) hours in any day. The ratio of work days to non-work days shall not exceed 5:2 averaged over a period of not more than four (4) weeks. Such four (4) week periods shall be consecutive and non-inclusive."

(B) Amend Article 10.02(a) by adding:

"Regular hours of work shall include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes in instances where the shift is less than seven and three-quarter (7 3/4) hours but more than three and three-quarter (3 3/4) hours."

(C) Amend Article 10.02 by adding:

- "(d) A part-time employee may work additional shifts from time to time.
- (e) Where a part-time employee volunteers or agrees, when requested, to work additional shifts, she shall be paid her basic rate of pay for such hours or, if applicable, at the overtime rate provided in Article 44.05(A) for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day.
- (f) An employee required by the Employer to work an additional shift without her having volunteered or agreed to do so, will receive two times (2X) her basic rate of pay. This premium payment will cease and the employee's basic rate of pay will apply at the start of her next scheduled shift, or additional shift worked pursuant to Article 44.03(C)(e).
- (g) At the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle, which shall constitute the regular hours of work for each part-time employee. Such hours may be altered as follows:
 - (i) The Employer and the employee may mutually agree to an employee's request to decrease her regular hours of work.
 - (ii) The Employer will consult with the Association to determine a process for increasing regular hours of work of an employee(s) outside the provisions of Article 29. Such process may involve polling of employees to determine level of interest.
 - (iii) The Employer, the Association and the employee may mutually agree to an employee's request to increase her regular hours of work.

Agreement to amend regular hours of work pursuant to the above shall not be considered a violation of Articles 11 and 29. Where the Parties are unable to agree on an alternate process, the provisions of Article 29 shall apply.

- (h) In the event that a casual employee reports to work for a scheduled shift or a shift for which she has been called in for, and is not permitted to commence work, she shall be paid three (3) hours pay at the basic rate of pay."

44.04

Amend Article 11 (Work Schedules and Shifts) to read:

"11.01 An employee shall be aware that she may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

11.02 Shift Scheduling Standards and Premiums for Non-compliance

- (a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:
 - (i) where possible one (1) weekend off in each two (2) week period but, in any event two (2) weekends off in each five (5) week period;
 - (ii) at least fifteen and one-half (15 1/2) hours off duty between the end of one shift and the commencement of the next shift.
 - (iii) not more than seven (7) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide for the provisions of Article 11.02(a)(i) or (ii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
 - (i) Failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected employee of two times (2X) her basic rate of pay for each of four (4) regular shifts worked during the five (5) week period.

Failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected employee of two times (2X) her basic rate of pay for each of two (2) regular shifts worked during the five (5) week period.

- (ii) Failure to provide fifteen and one-half (15 1/2) hours off duty between the end of one shift and the commencement of the next shift shall result in payment of two times (2X) the basic rate of pay for all hours worked on that next scheduled shift.
- (c) For the purpose of this provision "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum fifty-six (56) hours off duty.
- (d) An employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and employee provided that, in the event of an emergency or where unusual circumstances exist, the employee may be assigned to such shift as deemed necessary by the Employer.

11.03 Schedule Posting and Schedule Changes

- (a) Unless otherwise agreed between the Employer and the Association shift schedules shall be posted twelve (12) weeks in advance. If a shift schedule is changed after being posted, the affected employees shall be provided with fourteen (14) calendar days notice of the new schedule. In the event that an employee's schedule is changed in the new shift schedule, and she is not provided with fourteen (14) calendar days notice, she shall be entitled to premium payment subject to the provisions of Article 11.03(b).
- (b)
 - (i) If, in the course of a posted schedule, the Employer changes the employees' shift, she shall be paid at the rate of two times (2X) her basic rate of pay for all hours worked on the first (1st) shift of the changed schedule unless fourteen (14) calendar days notice of such change has been given.
 - (ii) If, in the course of a posted schedule, the Employer changes the employees shift start time by two (2) hours or more, she shall be paid at the rate of two times (2X) her basic rate of pay for all hours worked on this shift unless fourteen (14) calendar days notice of such change has been given.

11.04 In the event that an employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, she shall be compensated for that inconvenience by receiving two (2) hours pay at her basic rate of pay.

11.05 Should an employee report and commence work as scheduled and be required to cease work prior to completion of her scheduled shift and return to duty at a later hour, she shall receive her basic rate of pay for all hours worked with an addition of two (2) hours pay at her basic rate of pay for that inconvenience.

11.06 Employee Shift Trading

Employees may exchange shifts with the approval of the Employer provided no increase in cost is incurred by the Employer."

44.05 **Overtime**

(A) Amend Article 12.01 to read:

"All hours, authorized by the Employer and worked by:

- (i) a regular part-time employee in excess of the maximums specified in Article 44.03(A); or
- (ii) a casual employee in excess of seven and three-quarter (7 3/4) hours in a day or one hundred and fifty-five (155) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period;

shall be paid for at two times (2X) the basic rate of pay on that day."

(B) Article 12.04 is null and void.

44.06 **On-Call Duty**

(A) Amend Article 13 by adding:

"13.13 In Health Care Facilities where departments provide service on a regular basis more than five (5) days a week, five (5) days in each consecutive seven (7) day period shall be deemed as work days for the purposes of paying the on-call rate to casual employees."

44.07 **Salaries**

(A) Amend Article 14.02(a) to read:

"Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, part-time, temporary and casual employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours of work thereafter until the maximum rate is attained."

(B) Amend Article 14.02(c) to read:

"A part-time, temporary or casual employee will advance to the ninth step (LSI) in accordance with the following:

- (i) For employees hired at the eighth (8th) step, on the completion of eleven thousand, one hundred and sixty-seven point seven five (11,167.75) regular hours of work;
- (ii) For employees hired at other than the eighth (8th) step, on the completion of ten thousand, nine hundred and seventy-four (10,974) regular hours of work from the date the employee achieved Step 8."

44.08

Vacation With Pay For Part-Time Employees

(A) "Article 21.02 is amended to read:

Part-time Employees

Regular part-time employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a regular employee as specified in Articles 44.03, 44.08(C) and 45.12(A)	X	The applicable percentage as outlined in (a) or (b) below	=	Number of hours of paid vacation time to be taken
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- (a) six percent (6%) during each of the first (1st) year of employment; or
- (b) eight percent (8%) during each of the second (2nd) to ninth (9th) years of employment; or
- (c) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of employment; or
- (d) twelve percent (12%) during each of the twentieth (20th) and subsequent years of employment."

Vacation for Casual Employees

(B) Article 21.02 is amended to read:

"(a) Vacation Entitlement

A casual employee shall earn vacation entitlement as outlined below. Vacation leave will be deemed to have commenced on the first (1st) regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty:

- (i) during the first (1st) year of employment an employee is entitled to twenty-one (21) calendar days; or
- (ii) during the second (2nd) to ninth (9th) years of employment an employee is entitled to twenty-eight (28) calendar days; or
- (iii) during the tenth (10th) to nineteenth (19th) years of employment an employee is entitled to thirty-five (35) calendar days; or
- (iv) during the twentieth (20th) and subsequent years of employment an employee is entitled to forty-two (42) calendar days off.

(b) Vacation Pay

Vacation pay shall be paid in accordance with the following:

- (i) during the first (1st) year of employment six percent (6%) of her regular earnings as defined in (C) below; or
- (ii) during the second (2nd) to ninth (9th) years of employment eight percent (8%) of her regular earnings as defined in (C) below; or
- (iii) during the tenth (10th) to nineteenth (19th) years of employment ten percent (10%) of her regular earnings as defined in (C) below; or
- (iv) during the twentieth (20th) and subsequent years of employment twelve percent (12%) of her regular earnings as defined in (C) below."

- (c) Article 21.06 is amended to read:

"Subject to the approval of the Employer, and depending on the Employer's payroll and administrative systems, vacation pay entitlements may be received by an employee at various times of the year."

- (C) Only those regularly scheduled hours and additional hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

44.09

Named Holidays

- (A) With the acceptance of Article 22.06, Article 22 is replaced in its entirety by the following:

- "(a) An employee to whom these provisions apply required to work on a Named Holiday, which are:

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

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

- (i) the Municipality in which the Health Care Facility is located;
- (ii) the Province of Alberta; or
- (iii) the Government of Canada;

shall be paid at one and one-half times (1 1/2X) her basic rate of pay for the first seven and three-quarter (7 3/4) hours worked on a Named Holiday and two times (2X) her basic rate of pay for time worked in excess of seven and three-quarter (7 3/4) hours.

- (b) An employee to whom these provisions apply shall be paid, in addition to her basic rate of pay, four decimal six percent (4.6%) of her basic hourly rate of pay in lieu of the Named Holidays, and the Floater Holiday."

44.10 **Sick Leave**

(A) Amend Article 23.02 to read:

- "(a) An Employee shall be allowed a credit for sick leave computed from the date of employment.
- (b) A part-time employee shall accumulate sick leave credits up to a maximum credit of one-hundred and twenty (120) working days, pro-rated to the regularly scheduled hours of the part-time employee in relation to the regularly scheduled hours for a full-time employee.
- (c) A part-time employee shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the hours worked by the part-time employee in relation to the regularly scheduled hours for a full-time employee.
- (d) For part-time employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional shifts worked, to a maximum of full-time hours."

(B) Amend Article 23.04 to read:

"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 days or hours thus paid, shall be deducted from her accumulated sick leave credit up to the total amount of her accumulated credit at the time the sick leave commenced."

44.11 **Bereavement Leave**

In calculating paid Bereavement Leave entitlement for part-time employees, the provisions of Article 33.04 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

44.12 **Change of Status**

- (a) A temporary or casual employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during her period of employment, provided not more than six (6) months have elapsed since she last worked for the Employer:
 - (i) salary increments;
 - (ii) vacation entitlement; and

(iii) seniority in accordance with Article 28.01.

(b) A temporary employee shall also be credited with sick leave earned and not taken during her period of temporary employment.

44.13 Further to Article 9.01, part-time employees will have completed their probationary period after one thousand seven and one-half (1007 1/2) hours or one (1) year of employment, whichever is the lesser.

ARTICLE 45: MODIFIED WORK DAY

45.01 Where the Parties to this Collective Agreement agree to implement a system employing a modified work day, they shall evidence such agreement by signing a document indicating those positions to which the agreement applies and indicating the regular hours of work. The list of positions may be amended from time to time by agreement of the Parties.

45.02 The Employer agrees to provide the Association with a list of all positions for which a modified work day was in effect on the date this Collective Agreement begins to operate.

45.03 Any agreement made pursuant to Article 45.01 may be terminated by either party to this Collective Agreement providing to the other party eight (8) weeks notice in writing of such intent.

45.04 The Employer and the Association acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when a modified work day is implemented, all other Articles of this Collective Agreement shall remain in full force and effect as agreed to between the Parties.

45.05 Hours of Work

(A) Amend Article 10.01 to read:

"(a) Regular hours of work for full-time employees, exclusive of meal periods, shall:

(i) not exceed _____ consecutive hours per day, however, in no case shall they exceed eleven and three-quarter (11 3/4) consecutive hours per day;

(ii) be an average of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period averaged over a period of not more than six (6) weeks;

(iii) except where overtime is necessitated, maximum in-hospital 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) Meal Periods and Rest Periods

Amend Article 10.02 to read:

- "(a) Regular hours of work shall include paid rest periods as scheduled by the Employer and shall exclude at least one (1) and not more than two (2) unpaid meal periods of not less than thirty (30) minutes.
- (b) Total time in minutes of paid rest periods shall be calculated in the following manner:

$$\frac{\text{length of shift} \times 0.5 \times 60}{7.75}$$

(c) Availability During Meal Periods

When an employee is required by the Employer to remain readily available for duty during her meal period, she shall be paid for the meal period at her basic rate of pay unless she is permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(d) Working During Meal and Rest Periods

If an employee is required to work or is recalled to duty during her meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or she shall receive pay for the full meal period or rest period in accordance with the following:

- (i) for a rest period, she shall be paid the applicable overtime rate instead of her basic rate of pay;
- (ii) for a meal period that she is not required to be readily available pursuant to Article 10.02(b), she shall be paid at the applicable overtime rate;
- (iii) for a meal period that she is required to be readily available pursuant to Article 10.02(b), she shall be paid the applicable overtime rate instead of her basic rate of pay."

45.06

Work Schedules and Shifts

(A) Amend Article 11.02(a) to read:

- "(a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:

- (i) at least two (2) consecutive days of rest per week; and
- (ii) two (2) weekends off in each four (4) week period. "Weekend" shall mean a consecutive Saturday and Sunday. The period of time off must be at least fifty-nine (59) hours; and
- (iii) at least twenty-two and one-half (22 1/2) hours off duty at a shift changeover."

(B) Amend Article 11.02(b) to read:

"Where the Employer is unable to provide for the provisions of Article 45.06A(a)(i), (ii) or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:

- (i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected employee of two times (2X) her basic rate of pay for one (1) regular shift worked during the two (2) week period;
- (ii) failure to provide both of the required two (2) weekends off duty in a four (4) week period, shall result in payment to each affected employee of two times (2X) her basic rate of pay for each of four (4) regular shifts worked during the four (4) week period;

failure to provide one (1) of the required two (2) weekends off duty in a four (4) week period shall result in payment to each affected employee of two times (2X) her basic rate of pay for each of two (2) regular shifts worked during the four (4) week period.
- (iii) failure to provide twenty-two and one-half (22 1/2) hours off duty at a shift changeover shall result in payment of two times (2X) the basic rate of pay for all hours worked on that next shift."

(C) Amend Article 11.02(d) to read:

"An employee required to rotate shifts shall be assigned day duty at least one-half (1/2) of the time unless mutually agreed to by the Employer and the employee, provided that in the event of an emergency or where unusual circumstances exist, an employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

- (i) scheduled days off shall not be considered as day duty, and

- (ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the employee according to the shift schedule save and except for the vacation."

45.07

Overtime

- (A) Amend Article 12.01 to read:

"Overtime is all time authorized by the Employer and worked by an employee in excess of the regular daily hours specified in Article 45.05(A)(a)(i), or on scheduled days of rest."

- (B) Amend Article 12.04(a) to read:

- "(i) An employee whose regularly scheduled shift is greater than seven and three-quarter (7 3/4) hours and less than nine and three-quarter (9 3/4) hours shall be paid two times (2X) her basic rate of pay for all hours in excess of the regular scheduled shift;
- (ii) An employee whose regularly scheduled shift exceeds nine and three-quarter (9 3/4) hours will be paid for all overtime worked in excess of the regular scheduled shift at two times (2X) the applicable basic rate of pay."

45.08

Vacation With Pay

- (A) Amend Article 21.02 to read:

"Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken the following vacation year except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (i) during the first (1st) year of employment, an employee earns vacation on the basis of one hundred and sixteen point two five (116.25) hours at the basic rate of pay per year;
- (ii) during each of the second (2nd) to ninth (9th) years of employment, an employee earns vacation on the basis of one hundred and fifty-five (155) hours at the basic rate of pay per year;
- (iii) during each of the tenth (10th) to nineteenth (19th) years of employment, an employee earns vacation on the basis of one hundred and ninety-three point seven five (193.75) hours at the basic rate of pay per year;

- (iv) during the twentieth (20th) and subsequent years of employment, an employee earns vacation on the basis of two hundred and thirty-two point five (232.5) hours at the basic rate of pay per year."

45.09

Named Holidays

- (A) Amend Article 22.01 to read:

"Full-time employees shall be entitled to the eleven (11) Named Holidays and a Floater Holiday as specified in Article 22.01 and shall be paid for same at the basic rate of pay for seven and three-quarter (7 3/4) hours to a total of ninety-three (93) hours per annum."

- (B) Amend Article 22.03 to read:

"An employee obliged in the course of duty to work on the first (1st) or second (2nd) shift of a Named Holiday listed in Article 22.01(a) shall be paid for all hours worked on the holiday at one and one-half times (1 1/2X) her basic rate of pay, plus:

- (a) seven and three-quarter (7 3/4) hours pay; or
- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to her next annual vacation; or
- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that pay of one (1) days pay at the basic rate of pay is desired; and
- (e) compensating time off for all overtime hours worked at her basic rate of pay.

Pay for alternate days off as provided for in (b) and (c) above shall be for seven and three-quarter (7 3/4) hours. For the purpose of payment under this Article, the Named Holiday shall be deemed to mean zero zero zero one (0001) hours to twenty-four hundred (2400) hours."

45.10 **Sick Leave**

(A) Amend Article 23.02 to read:

"After an employee has completed five hundred and three and three-quarter (503 3/4) hours of work, she shall be allowed a credit for sick leave computed 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 provided, however, that an employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and three and three-quarter (503 3/4) hours of work."

(B) Amend Article 23.04 to read:

"An employee granted sick leave shall be paid for the period of such leave at her 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 employee's accumulated credits at the time sick leave commenced."

(C) Amend Article 23.06 to read:

"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."

45.11 In calculating paid bereavement leave entitlement for employees subject to the modified work day, the provisions of Article 33.04 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period commencing with the date of death.

45.12 **Part-Time, Temporary and Casual Employees**

(A) Amend Article 44.03(A) to read:

"Hours of work for a regular part-time employee shall be as scheduled by the Employer but shall be less than for a full-time employee. They may be less than eleven and three-quarter (11 3/4) hours per day, and, in any event, shall be less than seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period averaged over a period of not more than six (6) weeks."

- (B) Amend Article 44.03 (C) to read:

"Where a part-time employee volunteers or agrees, when requested, to work additional shifts, she shall be paid her basic rate of pay for such hours or, if applicable, at the overtime rate provided in Article 45.07 for those hours worked in excess of the regular daily hours specified in Article 45.05(A)(a)(i)."

- (C) Amend Article 44.10 to read:

"A regular part-time employee shall accumulate sick leave entitlement on the basis of eleven point six two five (11.625) hours per month pro-rated to the regularly scheduled hours she works each month to a maximum of nine hundred thirty (930) hours."

- (D) A temporary or casual employee who works an extended work day shift shall be paid two times (2X) her basic rate of pay for hours worked in excess of seven and three-quarter (7 3/4) hours, except where she accepts an extended work day shift, in which case, overtime shall be in accordance with Article 45.07.

45.13 The provisions of this Article replace and supercede all previous agreements dealing with modified hours of work between the Employer and the Association.

ARTICLE 46: GRIEVANCE PROCEDURE

46.01 Definition of Time Periods

- (a) For the purpose of this Article and Article 47, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.01(a).
- (b) Time limits may be extended by mutual agreement, in writing, between the Association and the Employer.

46.02 Resolution of a Difference between an Employee and the Employer

- (a) Formal Discussion
- (i) If a difference arises between one or more employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the employee(s) shall first seek to settle the difference through discussion with her/their immediate supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.

- (ii) However, the mandatory formal discussion stage set out in Article 46.02(a)(i), may be bypassed when the employee has been given a letter of discipline pursuant to Article 37.
- (iii) In the event that the difference is of a general nature affecting two (2) or more employees, the Employer and the Association may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

(b) Step 1 (Director of Department)

The grievance shall be submitted, in writing, and signed by the employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Director of the Department within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the employee could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Director of the Department shall be made known to the employee and the Association within seven (7) days of receipt of the written statement of grievance.

(c) Step 2 (Administrator or designate)

Within seven (7) days of receipt of the decision of the Director of the Department, the grievance may be advanced to Step 2 by submitting to the Administrator, or her designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within ten (10) days of the date of the letter.

The Administrator, or her designate, shall render a decision, in writing, to be forwarded to the Association and the grievor within seven (7) days of the date of the meeting.

(d) Step 3 (Arbitration)

Should the grievance not be resolved at Step 2, the Association may elect to submit the grievance to Arbitration. In this case, the Association shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Administrator, or her designate, that the Association wishes to proceed to Arbitration, and at the same time, the Association shall name its appointee to the Arbitration Board. By mutual agreement between the Parties, in writing, a single Arbitrator may be appointed.

- (e) Neither the employee nor a representative of the local unit of the Association who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.

- (f) An employee shall be entitled to have a member of the Local Unit Executive or any duly accredited officer employed by the Association present during any meeting pursuant to this grievance procedure.
- (g) A dismissal grievance shall commence at Step 2.
- (h) Time limits for filing of a dismissal grievance shall be as stated in Article 46.02(b).

46.03

Resolution of a Difference between the Association and the Employer

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Association shall first attempt to resolve the difference through discussion with the Department Director or with the Administrator, or her designate, of the Health Care Facility, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1 (Administrator or designate)

A policy grievance shall be submitted, in writing, to the Administrator, or her designate, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Administrator, or her designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Association could reasonably have become aware that a violation of this Collective Agreement had occurred. Upon receipt of the grievance, a meeting, should it be necessary, may be arranged by either party. The meeting shall be held within ten (10) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the Administrator, or her designate, shall be made known to the Association, in writing, within seven (7) days of the date of the meeting.

(c) Step 2 (Arbitration)

Should the Association elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within ten (10) days of the receipt of the decision of the Administrator, or her designate, and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the Parties, a single Arbitrator may be appointed.

46.04

Default

- (a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the Parties to the difference have mutually agreed, in writing, to extend the time limit.
- (b) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the Parties have mutually agreed, in writing, to extend the time limit.

ARTICLE 47: GRIEVANCE ARBITRATION

47.01

Within seven (7) days following receipt of notification pursuant to Article 46.02(d) or 46.03(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Association of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, endeavor to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Minister of Human Resources and Employment shall be requested to appoint a Chairman, or a single arbitrator, pursuant to the Code.

47.02

The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the Parties and upon any employee affected by it and is enforceable pursuant to the Code.

47.03

The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to her seems just and reasonable in all circumstances.

47.04

Each of the Parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the Parties.

47.05

Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 48: COPIES OF COLLECTIVE AGREEMENT

- 48.01 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.
- 48.02 The Collective Agreement shall be printed in pocket-size form by the Association, and the cost shall be shared equally between the Parties.

LETTER OF UNDERSTANDING #1

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA
(hereinafter referred to as the PHAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the HSAA)

RE: JOB SHARING

The employee or Employer may request a "job-share" arrangement. When a request for a "job-share" has been mutually agreed upon between the employees and the Employer, the terms and conditions shall be confirmed in a written agreement and signed by the Employer and the Association.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: June 30, 2004

DATE: June 30, 2004

LETTER OF UNDERSTANDING #2

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA
(hereinafter referred to as PHAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as HSAA)

RE: EMPLOYMENT 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 its signing or to employees who subsequently attain more than one (1) position within the bargaining unit.

1. An employee is responsible for notifying his or her supervisor that he or 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) month's notice of this requirement. In extenuating circumstances, the three month's 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 Appendix 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 merged or the Employer and employee mutually agree to waive the scheduling provision of Article 11 in the Collective Agreement.
- 4. Where the regular hours of work of multiple positions cannot be combined in accordance with 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 his or 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 28.
- 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 Association.


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.

ON BEHALF OF THE EMPLOYER



DATE: June 30, 2004

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: June 30, 2004

LETTER OF UNDERSTANDING #3

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA
(hereinafter referred to as PHAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as HSAA)

RE: JOINT COMMITTEE

The Parties recognize the value of joint discussions related to the ongoing administration of the Collective Agreement. Where it is the intent of the parties to create a Joint Multi-Employer/HSAA forum for this purpose, the Parties agree as follows:

1. Within ninety (90) days of the ratification of this Collective Agreement, the Parties to this Collective Agreement shall establish a Joint Committee.
2. The Joint Committee will be comprised of Employer and Association Representatives.
3. The Parties will meet quarterly, or as otherwise mutually agreed, to discuss issues arising out of the administration of the Collective Agreement.
4. The purpose of the Joint Committee will be to:
 - (a) exchange information;
 - (b) engage in discussions; and
 - (c) make recommendations to their respective principals regarding the ongoing administration of this Collective Agreement.
5. The topics discussed by the Joint Committee may include, but shall not be limited to:
 - (a) Provincial Application of Collective Agreement provisions;
 - (b) Joint Benefit Review process;
 - (c) Joint Disability Management Review process;
 - (d) Educational Allowances pursuant to Article 14.07;
 - (e) Employment in Multiple Positions;
 - (f) Other issues of mutual interest to the Parties.


6. The Joint Committee shall establish Terms of Reference outlining the purpose of the Committee, its key functions, Committee membership, and the reporting relationships for each of the Parties.

ON BEHALF OF THE EMPLOYER



DATE: June 30, 2004

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: June 30, 2004

LETTER OF UNDERSTANDING #4

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA
(hereinafter referred to as PHAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as HSAA)

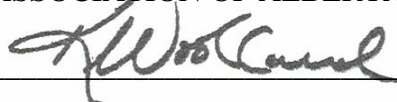
RE: TEMPORARY CONTINUATION OF SPECIAL MARKET SUPPLEMENT

1. Notwithstanding the expiry on March 31, 2002 of Letter of Understanding #10 (Re: Special Market Supplement) to the Multi-Employer/HSAA (Paramedical Professional/Technical) Collective Agreement with a term of April 1, 2000 to March 31, 2002, the parties agree to continue the terms of Letter of Understanding #10 on the following conditions:
 - (a) The terms of Letter of Understanding #10 will continue in effect from April 1, 2002 to the day before the date of ratification of a new Collective Agreement between the PHAA and the HSAA.
 - (b) Any monies paid to an employee under this Letter of Understanding from April 1, 2002 to the day before the date of ratification of a new collective agreement will be treated as an advance on any monies owed to that employee under the terms of a new collective agreement.
2. This Letter of Understanding expires upon the ratification of a new Collective Agreement.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: June 30, 2004

DATE: June 30, 2004

LETTER OF UNDERSTANDING #5

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

(hereinafter referred to as the PHAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the HSAA)

RE: PROFESSIONAL DEVELOPMENT

1. Effective April 1, 2004, a zero point three eight (0.38) or greater regular employee who has worked a minimum of seven hundred and eighty-three (783) hours with the Employer during the period April 1, 2003 to March 31, 2004, shall be entitled to an allocation for professional development calculated as follows:

30 X Basic Rate of Pay in Effect on April 1, 2004 = Professional Development Allocation

2. This professional development allocation may be used for the following purposes:
 - (a) Time off without loss of pay to attend a course relevant to the employee's job duties. Deductions to the professional development allocation for time off will be based on the number of scheduled hours missed due to course attendance multiplied by the Employee's basic rate of pay at the time the course is taken.
 - (b) Reimbursement for the cost of professional licensing fees required as a condition of employment or practice:
 - (i) reimbursement will be provided by the Employer upon submission of a receipt from the professional association;
 - (ii) licensing fees due on or after June 30, 2003 will be eligible for reimbursement under this Letter of Understanding;
 - (iii) an employee required to be licensed through more than one professional association will be eligible for reimbursement of licensing fees for one (1) of the associations;
 - (iv) employee membership in voluntary associations will not be subject to reimbursement under this Letter of Understanding.

- (c) Reimbursement of tuition costs or course registration fees for approved courses that are related to employee's discipline.
 - (d) Reimbursement of travel costs associated with course attendance.
 - (e) Reimbursement for purchase of professional journals or publications.
3. Professional development allocation not used by March 31, 2005 shall not be carried forward into subsequent years. Professional development allocation in subsequent years will be based on the employee's basic rate of pay in effect on April 1 of that year.
 4. An employee who terminates employment voluntarily and who within three (3) months of termination, commences employment with the same employer or with another employer signatory to this Collective Agreement shall have her professional development allocation maintained.
 5. Time off requested by an employee for professional development purposes shall be in accordance with the provisions of Article 33.02.
 6. An employee who is employed in more than one (1) position with the employer will receive one allocation for professional development. For eligibility purposes, the full-time equivalents of multiple positions shall be combined.

ON BEHALF OF THE EMPLOYER



DATE: June 30, 2004

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: June 30, 2004

LETTER OF UNDERSTANDING #6

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

(hereinafter referred to as the PHAA)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the HSAA)

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 of or a combination of the following severance options to be offered to eligible Regular Employees, as defined in Item 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 and thirteen point five (1,813.5) hours worked at the basic rate of pay to a maximum of forty (40) weeks 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.

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 and thirteen point five (1,813.5) 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 received layoff notice in accordance with Article 30.01 and for whom no alternate vacant position is available, shall have the option to select either of:
- (a) Layoff with recall rights as specified in Article 30 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 30 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 (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
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.

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, 2005, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER



DATE: June 30, 2004

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: June 30, 2004

LETTER OF UNDERSTANDING #7

BETWEEN

PROVINCIAL HEALTH AUTHORITIES OF ALBERTA

(hereinafter referred to as PHAA)

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as HSAA)

RE: ARTICLE 28.01: SENIORITY

The Parties hereby agree that, notwithstanding Article 28.01(a):

1. (a) For employees employed as at March 3, 1997 and covered by the Collective Agreement between the Provincial Health Authorities of Alberta and the Health Sciences Association of Alberta (Paramedical Technical) which expired on May 20, 1997, their seniority with the Employer shall be as calculated in accordance with Letter of Understanding #8 of that Collective Agreement Re: Seniority Transitional Issues.
- (b) For employees employed as at March 3, 1997 and covered by the Collective Agreement between the Provincial Health Authorities of Alberta and the Health Sciences Association of Alberta (Paramedical Professional) which expired on May 20, 1997, their seniority with the Employer shall be as calculated in accordance with Letter of Understanding #4 of that Collective Agreement Re: Seniority Transitional Issues.
2. (a) For employees employed as at March 27, 1997 and covered by the Collective Agreement between the Calgary Regional Health Authority and the Health Sciences Association of Alberta (Paramedical Technical) which expired on June 5, 1997, their seniority with the Employer shall be as calculated in accordance with Letter of Understanding #5 of that Collective Agreement Re: Seniority.
- (b) For employees employed as at March 27, 1997 and covered by the Collective Agreement between the Calgary Regional Health Authority and Carewest and the Health Sciences Association of Alberta (Paramedical Professional) which expired on June 5, 1997, their seniority with the Employer shall be as calculated in accordance with Letter of Understanding #5 of that Collective Agreement Re: Seniority.

3. (a) For employees employed as at May 14, 1997 and covered by the Collective Agreement between the Capital Health Authority and the Caritas Health Group and the Health Sciences Association of Alberta (Paramedical Technical) which expired on July 15, 1997, their seniority with the Employer shall be as calculated in accordance with Letter of Understanding #4 of that Collective Agreement Re: Seniority.
- (b) For employees employed as at May 14, 1997 and covered by the Collective Agreement between the Capital Health Authority and the Caritas Health Group and the Health Sciences Association of Alberta (Paramedical Professional) which expired on July 15, 1997, their seniority with the Employer shall be as calculated in accordance with Letter of Understanding #4 of that Collective Agreement Re: Seniority.

ON BEHALF OF THE EMPLOYER




DATE: June 30, 2004

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: June 30, 2004

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.




(Employer)



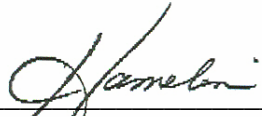
(Union)

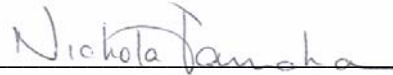


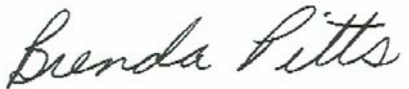


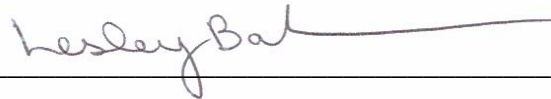




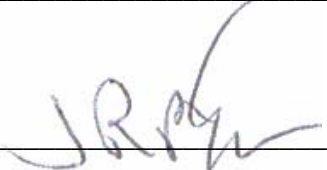












Date: June 30, 2004

Date: June 30, 2004

SALARIES APPENDIX

PARAMEDICAL TECHNICAL

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
11.	Cardiovascular Perfusionist II									
	Current	28.27	29.14	30.06	31.14	32.15	33.19	34.29	35.39	
	April 1, 2002	29.82	30.74	31.71	32.85	33.92	35.02	36.18	37.34	
	April 1, 2003	31.46	32.43	33.45	34.66	35.79	36.95	38.17	39.39	
	April 1, 2004	32.40	33.40	34.45	35.70	36.86	38.06	39.32	40.57	41.99
11a.	Cardiovascular Perfusionist I									
	Current	27.29	28.15	29.04	30.00	30.94	31.92	32.96	34.00	
	April 1, 2002	28.79	29.70	30.64	31.65	32.64	33.68	34.77	35.87	
	April 1, 2003	30.37	31.33	32.33	33.39	34.44	35.53	36.68	37.84	
	April 1, 2004	31.28	32.27	33.30	34.39	35.47	36.60	37.78	38.98	40.34
10.	Clinical Instructor (Technologies) Diagnostic Sonographer II Physiological Laboratory Technologist II Polysomnographic Technologist II ⁽¹⁾ Respiratory Therapist III									
	Current	24.61	25.37	26.17	27.11	27.99	28.90	29.85	30.81	
	April 1, 2002	25.96	26.77	27.61	28.60	29.53	30.49	31.49	32.50	
	April 1, 2003	27.39	28.24	29.13	30.17	31.15	32.17	33.22	34.29	
	April 1, 2004	28.21	29.09	30.00	31.08	32.08	33.14	34.22	35.32	36.56
10a.	Magnetic Resonance Imaging Technologist II									
	Current	24.00	24.74	25.53	26.36	27.19	28.06	28.98	29.89	
	April 1, 2002	25.32	26.10	26.93	27.81	28.69	29.60	30.57	31.53	
	April 1, 2003	26.71	27.54	28.41	29.34	30.27	31.23	32.25	33.26	
	April 1, 2004	27.51	28.37	29.26	30.22	31.18	32.17	33.22	34.26	35.46
9.	Anaesthesia Technician III Clinical Genetics Technologist II ⁽²⁾ Diagnostic Sonographer I Laboratory Technologist III Medical Radiation Technologist III Nuclear Medicine Technologist III Physiological Laboratory Technologist I Polysomnographic Technologist I ⁽³⁾ Respiratory Therapist II									
	Current	23.76	24.51	25.28	26.12	26.94	27.79	28.70	29.60	
	April 1, 2002	25.07	25.86	26.67	27.56	28.42	29.32	30.28	31.23	
	April 1, 2003	26.45	27.28	28.14	29.08	29.98	30.93	31.95	32.95	
	April 1, 2004	27.24	28.10	28.98	29.95	30.88	31.86	32.91	33.94	35.13

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
8.	Medical Photographer									
	Current	22.67	23.41	24.15	24.90	25.74	26.58	27.45	28.32	
	April 1, 2002	23.92	24.70	25.48	26.27	27.16	28.04	28.96	29.88	
	April 1, 2003	25.24	26.06	26.88	27.71	28.65	29.58	30.55	31.52	
	April 1, 2004	26.00	26.84	27.69	28.54	29.51	30.47	31.47	32.47	33.61
8a.	Magnetic Resonance Imaging Technologist I									
	Current	22.48	23.14	23.91	24.62	25.41	26.21	27.06	27.91	
	April 1, 2002	23.72	24.41	25.23	25.97	26.81	27.65	28.55	29.45	
	April 1, 2003	25.02	25.75	26.62	27.40	28.28	29.17	30.12	31.07	
	April 1, 2004	25.77	26.52	27.42	28.22	29.13	30.05	31.02	32.00	33.12
7.	Anaesthesia Technician II Biomedical Equipment Technologist II Dialysis Technician II Dietary Technologist II Clinical Genetics Technologist I ⁽⁴⁾ E.E.G. Technologist II Health Record Administrator II Laboratory Technologist II Medical Radiation Technologist II Nuclear Medicine Technologist II Ophthalmic Technician II Respiratory Therapist I									
	Current	22.27	22.93	23.68	24.39	25.18	25.96	26.80	27.65	
	April 1, 2002	23.49	24.19	24.98	25.73	26.56	27.39	28.27	29.17	
	April 1, 2003	24.78	25.52	26.35	27.15	28.02	28.90	29.82	30.77	
	April 1, 2004	25.52	26.29	27.14	27.96	28.86	29.77	30.71	31.69	32.80
6.	Anaesthesia Technician I Biomedical Equipment Technologist I Cardiology Technologist II Dietary Technologist I E.E.G. Technologist I Health Record Administrator I Health Record Technician II IVF Laboratory Technologist I Laboratory Technologist I Media Producer Medical Radiation Technologist I Nuclear Medicine Technologist I Ophthalmic Technician I Orthopaedic Footwear Technician Orthotic Technician Registered Orthopaedic Technologist									
	Current	20.57	21.29	22.04	22.83	23.64	24.48	25.35	26.16	
	April 1, 2002	21.70	22.46	23.25	24.09	24.94	25.83	26.74	27.60	
	April 1, 2003	22.89	23.70	24.53	25.41	26.31	27.25	28.21	29.12	
	April 1, 2004	23.58	24.41	25.27	26.17	27.10	28.07	29.06	29.99	31.04

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
5.	Combined Laboratory and X-Ray Technician II									
	Current	19.54	20.11	20.73	21.42	22.04	22.68	23.39		
	April 1, 2002	20.61	21.22	21.87	22.60	23.25	23.93	24.68		
	April 1, 2003	21.74	22.39	23.07	23.84	24.53	25.25	26.04		
	April 1, 2004	22.39	23.06	23.76	24.56	25.27	26.01	26.82		
4.	Apnea Technician I Audiovisual Technician I Cardiology Technologist I Combined Laboratory and X-Ray Technician I Dialysis Technician I Health Record Technician I I.P.G. Technician Medical Library Technician Pharmacy Technician									
	Current	18.06	18.64	19.22	19.94	20.57	21.22	21.92		
	April 1, 2002	19.05	19.67	20.28	21.04	21.70	22.39	23.13		
	April 1, 2003	20.10	20.75	21.40	22.20	22.89	23.62	24.40		
	April 1, 2004	20.70	21.37	22.04	22.87	23.58	24.33	25.13		
3.	Dental Assistant Seating Technician I									
	Current	16.19	16.73	17.27	17.86	18.44	19.06			
	April 1, 2002	17.08	17.65	18.22	18.84	19.45	20.11			
	April 1, 2003	18.02	18.62	19.22	19.88	20.52	21.22			
	April 1, 2004	18.56	19.18	19.80	20.48	21.14	21.86			
2.	Laboratory Assistant									
	Current	13.74	14.19	14.63	15.11	15.61	16.10	16.62		
	April 1, 2002	14.50	14.97	15.43	15.94	16.47	16.99	17.53		
	April 1, 2003	15.30	15.79	16.28	16.82	17.38	17.92	18.49		
	April 1, 2004	15.76	16.26	16.77	17.32	17.90	18.46	19.04		
1.	Cardiology Technician Trainee									
	Current	12.20	12.61							
	April 1, 2002	12.87	13.30							
	April 1, 2003	13.58	14.03							
	April 1, 2004	13.99	14.45							

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

(1) Clinical Genetics Technologist II classification to be established on April 1, 2004. Prior to this date, Laboratory Technologist II pay grade (7) applies.

(2) Clinical Genetics Technologist I classification to be established on April 1, 2004. Prior to this date, Laboratory Technologist I pay grade (6) applies.

(3) Polysomnographic Technologist II moves to pay grade 10 effective April 1, 2004. Prior to this date, pay grade 9 applies.

(4) Polysomnographic Technologist I moves to pay grade 9 effective April 1, 2004. Prior to this date, pay grade 7 applies.

SALARIES APPENDIX

PARAMEDICAL PROFESSIONAL

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
10.	Psychologist II									
	Current	30.36	31.49	32.61	33.81	35.02	36.31	37.63	38.95	
	April 1, 2002	32.03	33.22	34.40	35.67	36.95	38.31	39.70	41.09	
	April 1, 2003	33.79	35.05	36.29	37.63	38.98	40.42	41.88	43.35	
	April 1, 2004	34.80	36.10	37.38	38.76	40.15	41.63	43.14	44.65	46.21
10a.	Pharmacist II									
	Current	27.61	28.62	29.69	30.77	31.90	33.07	34.27	35.48	
	April 1, 2002	30.29	31.40	32.58	33.76	35.00	36.28	37.60	38.93	
	April 1, 2003	33.24	34.46	35.74	37.04	38.41	39.81	41.26	42.71	
	April 1, 2004	34.24	35.49	36.81	38.15	39.56	41.00	42.50	43.99	45.53
9.	Laboratory Scientist III									
	Current	27.61	28.62	29.69	30.77	31.90	33.07	34.27	35.48	
	April 1, 2002	29.13	30.19	31.32	32.46	33.65	34.89	36.15	37.43	
	April 1, 2003	30.73	31.85	33.04	34.25	35.50	36.81	38.14	39.49	
	April 1, 2004	31.65	32.81	34.03	35.28	36.57	37.91	39.28	40.67	42.09
9a.	Pharmacist I									
	Current	25.39	26.33	27.25	28.30	29.33	30.37	31.49	32.58	
	April 1, 2002	27.86	28.89	29.90	31.05	32.18	33.32	34.55	35.74	
	April 1, 2003	30.57	31.70	32.80	34.07	35.31	36.56	37.91	39.22	
	April 1, 2004	31.49	32.65	33.78	35.09	36.37	37.66	39.05	40.40	41.81
8.	Audiologist Family Counsellor Family Specialist Laboratory Scientist II Occupational Therapist III Physical Therapist III Psychologist I Social Worker III Speech Pathologist II									
	Current	25.16	26.08	27.01	28.03	29.05	30.08	31.19	32.28	
	April 1, 2002	26.54	27.51	28.50	29.57	30.65	31.73	32.91	34.06	
	April 1, 2003	28.00	29.02	30.07	31.20	32.34	33.48	34.72	35.93	
	April 1, 2004	28.84	29.89	30.97	32.14	33.31	34.48	35.76	37.01	38.31
7.	Certified Orthotist									
	Current	24.74	25.66	26.62	27.58	28.62	29.67	30.74	31.82	
	April 1, 2002	26.10	27.07	28.08	29.10	30.19	31.30	32.43	33.57	
	April 1, 2003	27.54	28.56	29.62	30.70	31.85	33.02	34.21	35.42	
	April 1, 2004	28.37	29.42	30.51	31.62	32.81	34.01	35.24	36.48	37.76

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u> (LSI*)
6.	Dietitian II Occupational Therapist II Physical Therapist II Speech Language Pathologist I									
	Current	23.84	24.73	25.60	26.56	27.52	28.54	29.56	30.61	
	April 1, 2002	25.15	26.09	27.01	28.02	29.03	30.11	31.19	32.29	
	April 1, 2003	26.53	27.52	28.50	29.56	30.63	31.77	32.91	34.07	
	April 1, 2004	27.33	28.35	29.36	30.45	31.55	32.72	33.90	35.09	36.32
5.	Dietitian I Recreational Therapist II									
	Current	22.90	23.74	24.67	25.53	26.45	27.45	28.41	29.42	
	April 1, 2002	24.16	25.05	26.03	26.93	27.90	28.96	29.97	31.04	
	April 1, 2003	25.49	26.43	27.46	28.41	29.43	30.55	31.62	32.75	
	April 1, 2004	26.25	27.22	28.28	29.26	30.31	31.47	32.57	33.73	34.91
5a.	Occupational Therapist I Physical Therapist I									
	Current	22.57	23.35	24.24	25.12	26.05	27.01	28.03	29.01	
	April 1, 2002	23.81	24.63	25.57	26.50	27.48	28.50	29.57	30.61	
	April 1, 2003	25.12	25.98	26.98	27.96	28.99	30.07	31.20	32.29	
	April 1, 2004	25.87	26.76	27.79	28.80	29.86	30.97	32.14	33.26	34.42
4.	Laboratory Scientist I Social Worker II									
	Current	22.35	23.12	24.01	24.88	25.80	26.75	27.76	28.73	
	April 1, 2002	23.58	24.39	25.33	26.25	27.22	28.22	29.29	30.31	
	April 1, 2003	24.88	25.73	26.72	27.69	28.72	29.77	30.90	31.98	
	April 1, 2004	25.63	26.50	27.52	28.52	29.58	30.66	31.83	32.94	34.09
3.	Child Life Specialist Music Therapist Recreational Therapist I									
	Current	21.68	22.47	23.28	24.17	25.06	25.96	26.93	27.86	
	April 1, 2002	22.87	23.71	24.56	25.50	26.44	27.39	28.41	29.39	
	April 1, 2003	24.13	25.01	25.91	26.90	27.89	28.90	29.97	31.01	
	April 1, 2004	24.85	25.76	26.69	27.71	28.73	29.77	30.87	31.94	33.06
2.	Psychology Assistant I									
	Current	20.58	21.29	22.05	22.83	23.64	24.49	25.35	26.24	
	April 1, 2002	21.71	22.46	23.26	24.09	24.94	25.84	26.74	27.68	
	April 1, 2003	22.90	23.70	24.54	25.41	26.31	27.26	28.21	29.20	
	April 1, 2004	23.59	24.41	25.28	26.17	27.10	28.08	29.06	30.08	31.13

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u> (LSI*)
1.	Social Worker I									
	Current	18.99	19.66	20.42	21.15	21.95	22.74	23.56	24.38	
	April 1, 2002	20.03	20.74	21.54	22.31	23.16	23.99	24.86	25.72	
	April 1, 2003	21.13	21.88	22.72	23.54	24.43	25.31	26.23	27.13	
	April 1, 2004	21.76	22.54	23.40	24.25	25.16	26.07	27.02	27.94	28.92

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

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ADDENDUM #1

LOCAL CONDITIONS APPLICABLE TO THE PALLISER HEALTH REGION

ITEM 1: MEDICINE HAT REGIONAL HOSPITAL - AMBULANCE PERSONNEL

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

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u> <u>(LSI*)</u>
6	Registered EMT - Paramedic									
	April 1, 2002	21.70	22.46	23.25	24.09	24.94	25.83	26.74	27.60	
	April 1, 2003	22.89	23.70	24.53	25.41	26.31	27.25	28.21	29.12	
	April 1, 2004	23.58	24.41	25.27	26.17	27.10	28.07	29.06	29.99	31.04
4B	Registered EMT - Ambulance									
	April 1, 2002	18.00	18.62	19.30	19.97	20.71	21.42	22.22		
	April 1, 2003	18.99	19.64	20.36	21.07	21.85	22.60	23.44		
	April 1, 2004	19.56	20.23	20.97	21.70	22.51	23.28	24.14		

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

The following Local Conditions shall apply only to the ambulance service classifications as described in Item 1.1.1:

1.1.2 The following Articles shall be null and void: 11, 14.06 , 14.07, 14.08, 17, 19, 20, 35.01(b), 43, 44.04 and 45.

1.1.3 Amend Article 2.04 and 2.10 as follows:

2.04 "Basic Rate of Pay" is the step in the salary scale applicable to the employee as set out in the Salaries Appendix exclusive of all allowances and premium payments.

2.10 "Shift" means a daily work period exclusive of overtime hours.

1.1.4 Amend Article 9.01 as follows:

"9.01 A newly-hired regular or temporary employee shall serve a probationary period of one thousand and ninety-five (1,095) hours worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced. If, in the opinion of the Employer, the employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure. Hours worked as a casual employee in the

same classification shall be considered as contributing to the completion of a probationary period up to a maximum of five hundred and forty-seven and one-half (547 1/2) hours provided that not more than three (3) months have elapsed since she worked for the Employer.

By mutual agreement in writing between the Association and the Employer, the probationary period may be extended. A probationary period shall not be extended more than once. During the extended period, and if in the opinion of the Employer, the employee is found to be unsatisfactory, he may be terminated without notice and without recourse to the grievance procedure."

1.1.5 Replace Article 10: Hours of Work in its entirety by the following:

"10.01 The hours of work for full-time employees shall be:

- (a) a minimum of eight (8) full-time ambulance staff to operate under a four (4) platoon system, on the basis of two (2) ten (10) hour day shifts and two (2) fourteen (14) hour night shifts, followed by four (4) days off.
- (b) an average of forty-two (42) hours per week over one (1) complete cycle of the shift schedule (i.e. eight (8) weeks).
- (c) two thousand one hundred and ninety (2,190) hours per year.
- (d) staff assigned to relief duties are to operate on a two (2) week shift schedule providing eighty-four (84) hours of work during the two (2) week period. The two (2) week schedule is to be posted two (2) weeks in advance. Hours worked in excess of ten (10) hours on a day shift, fourteen (14) hours on a night shift or eighty-four (84) hours over the two (2) week period shall be deemed to be overtime.

10.02 On the date fixed by proclamation, in accordance with the *Daylight Saving 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 Saving Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 10.03
- (a) In the event that an employee is required by the Employer to change Platoons, time balancing will be required ensuring that the prescribed number of hours for the calendar year is achieved.
 - (b) The Employer shall provide a minimum of two (2) weeks notice of the Platoon change.
 - (c) Any adjustments required as a result of time balancing, will be paid at straight time.

- (d) Member seniority within the affected Platoon shall be the deciding factor when determining preference of the available Platoon.

10.04 In the event that an employee working the Platoon system, other than those employees named in Article 1.1.25, is required by the Employer to work a schedule other than the Platoon system on a regular basis, the Employer shall provide a minimum of six (6) weeks notice of the change."

1.1.6 Replace Article 12: Overtime in its entirety by the following:

"12.01 Overtime is all time authorized by the Employer and worked by an employee in excess of his scheduled shift. Overtime worked immediately following or immediately preceding an employee's scheduled shift will be paid at two times (2X) the employee's basic hourly rate. This overtime payment will cease and the employee's basic rate will apply at the start of his next regular working period.

12.02 An employee who has not been placed on "back-up duty" and who is called back to duty during his scheduled time off for the purpose of covering a regular shift or for a transfer shall be paid at two times (2X) his basic hourly rate. This premium payment will cease and the employee's basic rate will apply at the start of his next regularly scheduled shift. In the event such overtime is performed on a Named Holiday, in addition to the foregoing premiums an employee will be paid his basic rate of pay for all hours worked on the Named Holiday.

12.03 An employee who normally returns to his place of residence by means of public transportation following the completion of his duty shift but who is prevented from doing so by being required to remain on duty longer than his regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to his place of residence.

12.04 In the event circumstances prevent an employee's return to his place of employment, he shall be entitled to:

- (a) no loss of regular earnings;
- (b) be reimbursed for reasonable and substantiated expenses; and
- (c) his basic rate of pay and for, if applicable, the overtime rate(s) as stated in Item 1.1.6 or Item 1.1.20 for time spent in attempting to return to his ambulance station. This shall include waiting for an anticipated departure at a transportation terminal as well as actual travel time.

12.05 Subject to mutual agreement between the Employer and an employee, the employee may be granted time off duty in lieu of overtime payments at the applicable premium rate. This time off shall be taken at a time mutually agreed

between the employee and the Employer. All time in lieu not taken in a contract year shall be paid out at March 31."

1.1.7 Replace Article 13: On-Call Duty in its entirety by the following:

"Article 13: Back-up Duty

13.01 The term "back-up duty" shall be deemed to mean any period after or before a regular shift during which an employee is on back-up with an emergency vehicle and must be available to respond without delay to any request to return to duty.

13.02 The Employer agrees to pay the sum of two dollars and fifty cents (\$2.50) per hour for each hour that an employee is on "back-up duty" on regularly scheduled days of work, days off and Named Holidays.

13.03 For each occasion that an employee is called back to duty during a back-up duty period, in addition to the payment received for being on back-up an employee shall be paid for all hours worked during the back-up period, or for two (2) hours whichever is the longer at the overtime rate of two times (2X) the basic rate of pay. An employee called back to duty will be permitted to leave the health care facility upon completion of the call. Once the employee completes the call and leaves the health care facility subsequent calls will be considered separate calls for the purpose of determining call-back pay.

The call-back shall commence at the time following notification from Dispatch, once the employee has notified Dispatch that he is ready to respond to the call. employees shall be entitled to the call-back minimum of two (2) hours, in accordance with Article 13.03, for all call-backs that are subsequently cancelled.

13.04 An employee who is called back for emergency duty shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private automobile, reimbursement shall be at the rate of at least thirty cents (\$0.30) per kilometre from the employee's residence and return.

13.05 An Employer shall not discipline an employee who refuses to take unscheduled back-up duty on short notice."

1.1.8 Amend Article 14.04 as follows:

"14.04 Employees hired with a temporary A.P.P.A. registration will be paid at ninety percent (90%) of the applicable rate. Upon proof of registration, employees will receive salary at the full hourly rate for all hours worked retroactively to their start date or date of registration, whichever is the later."

1.1.9 Amend Article 16 in its entirety by the following:

- "16.01 (a) A shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to an employee working shifts wherein the majority of the hours of such shift fall within the period fifteen hundred (1500) hours to zero seven hundred (0700) hours. Shift differential shall not be considered part of the basic hourly rate of pay.
- (b) Shift differential shall be paid in addition to the overtime rate, for overtime worked in conjunction with the shift worked in (a) above.

16.02 A weekend differential of one dollar and ten cents (\$1.10) per hour shall be paid to an employee working between seventeen hundred and thirty (1730) hours Friday and zero seven thirty (0730) hours Monday. Where applicable, shift differential and weekend differential shall be stacked."

1.1.10 Amend Article 17 as follows:

- "17.01 (a) When an EMT-P works in the absence of any of the regular supervisory personnel and is designated to be responsible for the performance of additional supervisory duties, she shall receive sixty-five cents (\$0.65) per hour for such responsibility."

1.1.11 Amend Article 21.02 as follows:

"21.02 Vacation Entitlement

Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken in the following vacation year, except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during the first (1st) year of employment, an employee shall earn entitlement to vacation calculated on a basis of twelve (12) working days; or
- (b) during each of the second (2nd) to the ninth (9th) years of employment, an employee shall earn entitlement to vacation calculated on a basis of sixteen (16) working days; or
- (c) during the tenth (10th) and subsequent years of employment, an employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days.

For the purpose of Article 21.02 a "working day" is defined as being of twelve (12) hours duration for those employees employed on an annual basis of two thousand one hundred and ninety (2,190) regular hours."

21.05 Amend Article 21.05 by adding as follows:

"(f) When two (2) employees from the same shift request vacation at the same time approval may be granted provided that adequate relief staff are available."

1.1.12 Amend Article 22.03 and add Articles 22.08 and 22.09 as follows:

"22.03 (a) An employee obliged in the course of duty to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at time and one-half (1 1/2X) his basic rate. The day off with pay as provided in Article 22.01 shall be granted within thirty (30) days either prior to or after the holiday or at such other time as may be mutually agreed upon between the Employer and the employee.

(b) Any time owing in lieu of Named Holidays not taken will be paid out at March 31st of each year.

22.08 A Named Holiday for the purpose of this Agreement is defined as being of twelve (12) hours duration for those employees employed on an annual basis of two thousand one hundred and ninety (2,190) regular hours.

22.09 When an employee who has not been scheduled to work on a Named Holiday is called back to take back-up duty, he shall be paid two times (2X) the rate set forth in Article 13.02 for each hour that he is on "back-up duty".

1.1.13 Amend Article 23.02 as follows:

"23.02 After an employee has completed his probationary period he shall be allowed a credit for sick leave computed 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, provided however, that an employee shall not be entitled to apply sick leave credits prior to the completion of his probationary period. For the purposes of this Article a working day shall be deemed to be eight (8) hours duration."

1.1.14 Amend Articles 29.01(a) and 29.06 as follows:

"29.01 (a) The Employer shall post within the department notices of all vacancies in the Department for not less than eight (8) calendar days.

29.06 All transfers and promotions shall be on a trial basis. The transferred or promoted employee will be given a trial period of five hundred and forty-seven point five

(547.5) hours in which to demonstrate her ability to perform the new tasks to the satisfaction of the Employer. The Employer shall provide an evaluation of the employee prior to the completion of the trial period. Should such employee fail to succeed during the aforementioned trial period, the Employer will make a sincere effort to reinstate the employee in her former position, or, if such reinstatement is not possible, place the employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position."

1.1.15 Amend Articles 33.01(b), 33.05 and 33.06 as follows:

"33.01 (b) An employee who has been granted leave of absence of any kind and who overstays such leave without permission of the Employer shall be deemed to have terminated his employment unless a justifiable reason can be established by the employee.

33.05 Bereavement Leave

- (a) (i) Bereavement leave with pay of four (4) working days shall be granted in the event of the death of a member of the employee's immediate family. Upon request, the employee may be granted additional leave of absence without pay. Immediate family of the employee is defined as spouse (including common-law spouse) parent, child, brother, sister, fiancé. "Common-law spouse" shall be deemed to mean a man or woman who resided with the employee and who was held out publicly as his/her spouse for a period of at least one year before the death.
- (ii) Bereavement leave with pay of three (3) working days shall be granted in the event of the death of the following members of the employee's family (i.e. mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild).
- (iii) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.
- (b) Bereavement leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the employee's residence is necessary for the purpose of attending the funeral.

33.06 Parental Leave

- (a) An employee who has completed her probationary period shall, upon her written request, be granted maternity leave to become effective two (2) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the employee provided that she commences Maternity Leave no later than the date of delivery. Maternity 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 an extension is granted by the Employer. Request for an extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.
- (b) A pregnant employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided by Article 33.05(a) if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than twelve (12) months, the employee may request further leave without pay as provided by Article 33.01.
- (c) A father-to-be who has completed his probationary period shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the employee and the Employer. Such leave shall be without pay and benefits and shall not exceed twelve (12) months.
- (d) An employee absent on Parental Leave shall provide the Employer with six (6) weeks written advance notice of her readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave."

1.1.16 Amend Article 34.01(b) as follows:

- "34.01 (b) Employees shall be given time off in lieu at the basic rate of pay for taking mandatory courses on that employee's regularly scheduled day(s) off."

1.1.17 Amend Article 35.01(a) as follows:

- "35.01 (a) (i) An employee required by law to appear in court 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 he had been working based on his basic rate of pay.
- (ii) It is agreed that where an employee is subpoenaed as a witness as a direct result of his regular duties, he shall not suffer any loss of pay while so serving when the duty coincides with a regularly scheduled on-duty shift. Should an employee be required to serve as a witness in any case arising as a result of his regular duties on his scheduled day off, he shall be paid for a minimum of two (2) hours in accordance with the provisions of Item 1.1.6."

1.1.18 Amend Article 38.03 as follows:

"38.03 Vacation Pay on Termination

Pro rata vacation pay on termination of employment will be paid in accordance with service rendered if proper notification is given. If proper notice of termination is not given, the employee will be paid in accordance with the Employment Standards Code."

1.1.19 Amend Article 42 by adding as follows:

- "42.08 No employee shall be expected to operate equipment, administer drugs or use any new technique until trained in that particular procedure or technique. An employee may, during the training period, administer, use or operate as stated above under direct supervision of a qualified employee.
- 42.09 In recognition of the fact that enforcement of hospital security regulations expose employees to additional risks, the Employer shall endeavour to arrange training courses for the employees in self-defense and restraint measures. Employees must attend such courses when arranged."

1.1.20 Amend Articles 44.01, 44.03, 44.05, 44.06, 44.07, 44.08(A), 44.09, 44.10 and 44.13 as follows:

"44.01 Except as modified by this Article, all provisions of this Collective Agreement apply to part-time, temporary and casual employees, except that casual employees shall not be entitled to benefits provided for in:

- Article 9: Probationary Period
Article 23: Sick Leave
Article 25: Employee Benefit Plans
Article 26: Pension Plan

Article 28:	Seniority
Article 30:	Layoff and Recall
Article 31:	Technological Change
Article 33:	Leaves of Absence
Article 37:	Discipline and Dismissal
Article 38:	Resignation/Termination

44.03 **Hours of Work**

"(A) Amend Article 10.01 to read:

Hours of work for a part-time and casual employee shall be:

- (a) up to ten (10) hours on a day shift; or
- (b) up to fourteen (14) hours on a night shift; or
- (c) up to ten (10) hours on a patient transfer; or
- (d) up to twelve (12) hours on a scheduled twelve (12) hour shift."

44.05 **Overtime**

"(A) Amend Article 12.01 to read:

Part-time and casual employees shall be deemed to be working overtime and shall be paid at two times (2X) their basic hourly rate when required by the Employer to work:

- (a) in excess of a ten (10) hour day shift; or
- (b) in excess of a fourteen (14) hour night shift; or
- (c) in excess of ten (10) consecutive hours on transfer duty; or
- (d) in excess of twelve (12) hours when replacing an employee who regularly works a scheduled twelve (12) hour shift.

A casual employee who is called back to duty within three (3) hours of having completed a shift or transfer will receive two times (2X) his basic hourly rate for all hours worked on the second (2nd) such shift or transfer.

- (B) Notwithstanding Item (A) above, if an employee agrees when offered to work beyond his scheduled shift in the Emergency Department, he shall be paid at his basic rate of pay for up to ten (10) hours, then overtime provisions will apply. If the Employer requests the employee to work additional hours, then the employee shall be paid at the overtime rate, after his scheduled shift."

44.06 On-Call Duty

The provisions of Article 13: Back-up Duty shall also apply to casual employees, except that Article 13.04 is amended as follows:

"13.04 Those employees called back to duty who are not on back-up duty will be compensated for a minimum of two (2) hours at their basic rate of pay."

44.07 Salaries

"(A) Amend Article 14.02 to read:

Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, casual employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand one hundred and thirty-five (2,135) hours of work and further increments on the satisfactory completion of each period of two thousand one hundred and thirty-five (2,135) hours of work thereafter until the maximum rate is attained."

44.08 Vacation With Pay

"(A) Article 21.02 is amended to read:

- (a) A casual employee shall be paid, in addition to his basic rate of pay, six percent (6%), eight percent (8%) or ten percent (10%) of his regular earnings in lieu of vacation, whichever is applicable depending upon vacation entitlement.
- (b) A casual employee shall not be scheduled to work or be placed on-call for a three (3) week period during each vacation year. Additional leave will be granted during each vacation year as applicable, depending upon vacation entitlement.
- (c) Regular part-time employees shall accrue vacation on hours worked. Hours will go into a vacation bank and can be accessed as required."

44.09 **Named Holidays**

"(A) Article 22 is replaced in its entirety by the following:

- (a) An employee to whom these provisions apply required to work on a Named Holiday, which are:

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

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

- (i) the Municipality in which the Health Care Facility is located;
- (ii) the Province of Alberta; or
- (iii) the Government of Canada;

shall be paid at one and one-half times (1 1/2X) his basic rate of pay for all hours worked on a Named Holiday.

- (b) An employee to whom these provisions apply shall be paid, in addition to her basic rate of pay, four decimal six percent (4.6%) of her basic hourly rate of pay in lieu of the Named Holidays, and the Floater Holiday."

44.10 **Sick Leave**

"(A) Amend Article 23.02 to read:

After an employee has worked five hundred and forty-seven decimal five (547.5) regular hours, she shall be allowed a credit for sick leave computed 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, pro-rated to the regularly scheduled hours she works each month. However, an employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and forty-seven decimal five (547.5) regular hours worked.

44.13 Further to Article 9.01, part-time employees will have completed their probationary period after one thousand and ninety-five (1,095) hours or one (1) year of employment, whichever is the lesser."

1.1.21 Uniform and Clothing Issue

- (a) The following clothing and equipment shall be supplied by the hospital to each full-time employee upon commencement of employment:
 - (i) four (4) "T" shirts;
 - (ii) one (1) pair of boots with required added soles to maintain Department standards;
 - (iii) four (4) jumpsuits;
 - (iv) one (1) pair of leather gloves;
 - (v) one (1) winter parka with flashes;
 - (vi) one (1) belt;
 - (vii) two (2) sets of collar dogs;
 - (viii) photo I.D.;
 - (ix) one (1) winter sleeveless vest;
 - (x) one (1) winter hat;
 - (xi) any other articles of clothing and equipment that the hospital deems necessary.
- (b) All clothing shall be replaced by the Employer subject to the approval of the Department Director or his delegate providing also they are returned in a clean condition. All shoulder flashes on unserviceable items of clothing shall be returned on the issue of replacement items. No less than two (2) replacement jumpsuits will be provided to each employee every two (2) years.
- (c)
 - (i) A Clothing Committee shall exist consisting of two (2) representatives from management and two (2) employee representatives from the Association.
 - (ii) All clothing to be purchased shall be approved by the Clothing Committee.
 - (iii) Should the uniforms be mutilated, destroyed or damaged while on duty from excess wear, the same shall be replaced by the Employer after inspection and approval of the Clothing Committee.
 - (iv) The employee shall be responsible for replacing any uniform items which are lost or damaged while not on duty.
- (d)
 - (i) Upon termination for any reason, all clothing and equipment issued to the employee must be returned to the Employer by the employee. Failure to return same will result in withholding of the final salary by the Employer.

- (ii) Where twelve (12) months have elapsed since being issued, the following items need not be returned: jumpsuits, "T" shirts, shoes and/or boots.
- (e) With the approval of the Employer, pregnant employees shall not be required to wear uniforms but may dress in attire of their own choosing.
- (f) At commencement of employment, a casual employee shall be provided with two (2) jumpsuits, two (2) "T" shirts and any other articles of clothing and equipment that the Clothing Committee deems necessary. All clothing shall be replaced by the Employer subject to the approval of the Department Director or his delegate providing also they are returned in a clean condition.

1.1.22 Duty - Incurred Expenses

Employees required to stand-by at special events or who are dispatched on ambulance service involving travel outside of the city limits shall receive a meal allowance of up to twelve dollars (\$12.00) for each six (6) hours duration of such duties to a maximum daily reimbursement of thirty-six dollars (\$36.00).

1.1.23 Ambulance Maintenance Expense

The Employer agrees to reimburse each employee covered by this Collective Agreement for associated maintenance expense at the rate of one dollar twenty-five cents (\$1.25) per shift for each shift that the employee takes home an ambulance department vehicle during the six (6) month period from October 1 to March 31.

1.1.24 Ambulance Graduates

Emergency Medical Technicians who graduate and become Registered Emergency Paramedics may, at the discretion of the Employer, have a portion of their hours worked credited toward an increment thereby necessitating an adjustment to their anniversary date.

1.1.25 Platoon System

The following employees presently working the platoon system [two (2) ten (10) hour day shifts and two (2) fourteen (14) hour night shifts, followed by four (4) days off] shall continue to do so until they terminate their employment with the Employer:

1. Ken Pidwerbesky
2. Joe Heaton
3. Murray Barker
4. Paul Blasetti
5. Dave Warhaft
6. Ken Cowie

ITEM 2: CLASSIFICATIONS

1.21 The Parties agree to the following new classifications and paygrades:

TECHNICAL CLASSIFICATIONS

Pay										
Grade	Classification	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u> (LSI*)
9	Biomedical Equipment Tech III									
	April 1, 2002	25.07	25.86	26.67	27.56	28.42	29.32	30.28	31.23	
	April 1, 2003	26.45	27.28	28.14	29.08	29.98	30.93	31.95	32.95	
	April 1, 2004	27.24	28.10	28.98	29.95	30.88	31.86	32.91	33.94	35.13

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ADDENDUM #2

LOCAL CONDITIONS APPLICABLE TO THE MINERAL SPRINGS HOSPITAL, BANFF

ITEM 1: BANFF EMERGENCY MEDICAL SERVICES PERSONNEL

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

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
Registered Emergency Medical Technician - Paramedic										
	April 1, 2002	18.53	18.83	19.45	19.92	20.42	20.90	21.41	21.93	
	April 1, 2003	19.55	19.87	20.52	21.02	21.54	22.05	22.59	23.14	
	April 1, 2004	20.33	20.83	21.34	21.86	22.40	22.93	23.49	24.07	24.91
	October 1, 2004	21.14	21.66	22.19	22.73	23.30	23.85	24.43	25.03	25.91
	April 1, 2005	21.99	22.53	23.08	23.64	24.23	24.80	25.41	26.03	29.94
	October 1, 2005	22.87	23.43	24.00	24.59	25.20	25.79	26.43	27.07	28.02
	April 1, 2006	23.79	24.37	24.96	25.57	26.21	26.82	27.49	28.15	29.14
	October 1, 2006	24.74	25.35	26.59	27.26	27.26	27.89	28.59	29.28	30.31
Registered Emergency Medical Technician - Paramedic										
	April 1, 2002	14.79	15.34	15.88	16.44	17.01	17.63	18.23		
	April 1, 2003	15.60	16.18	16.75	17.34	17.95	18.60	19.23		
	April 1, 2004	16.22	16.83	17.42	18.03	18.67	19.34	20.00		
	October 1, 2004	16.87	17.50	18.12	18.75	19.42	20.11	20.80		
	April 1, 2005	17.55	18.20	18.85	19.50	20.20	20.91	21.63		
	October 1, 2005	18.25	18.93	19.60	20.28	21.01	21.75	22.50		
	April 1, 2006	18.98	19.69	20.38	21.09	21.85	22.62	23.40		
	October 1, 2006	19.74	20.48	21.20	21.93	22.72	23.53	24.34		

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

Notwithstanding Article 1: Term and notwithstanding the expiry of the Collective Agreement on March 31, 2005, Item 3.1.1 shall be effective up to and including the thirty-first (31st) day of March, 2007 and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (12) calendar days prior to March 31, 2007 of its desire to change or amend Item 3.1.1. Where notice is served by either party to commence collective bargaining, Item 3.1.1 shall continue in full force and effect until a new Item 3.1.1 has been executed.

The following Local Conditions shall apply only to the ambulance service classifications as described in Item 3.1.1:

3.1.2 The following Articles shall be null and void: 14.04, 14.06, 14.07, 14.08, 16, 17, 19, 20, 35.01(b), 44.04 and 45.

3.1.3 Definitions

Amend Article 2.04 and 2.10 as follows:

"2.04 "Basic Rate of Pay" is the step in the salary scale applicable to the employee as set out in the Salaries Appendix exclusive of all allowances and premium payments.

2.10 "Shift" means a daily work period exclusive of overtime hours."

3.1.4 Probationary Period

Amend Article 9.01 as follows:

"9.01 A newly-hired regular or temporary employee shall serve a probationary period of one thousand ninety-five (1,095) hours worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced. If, in the opinion of the Employer, the employee is found to be unsatisfactory, he may be terminated without notice and without recourse to the grievance procedure. Hours worked as a casual employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of five hundred forty-seven and one-half (547 1/2) hours provided that not more than three (3) months have elapsed since he worked for the Employer."

3.1.5 Hours of Work

Replace Article 10 in its entirety by the following:

"10.01 (a) Regular hours of work for full-time employees shall be:

- (i) scheduled on the basis of two (2) ten (10) hour day shifts and two (2) fourteen (14) hour night shifts followed by four (4) days off; and
- (ii) the regular day shift shall be from zero eight hundred (0800) hours to eighteen hundred (1800) hours; and
- (iii) the regular night shift shall be from eighteen hundred (1800) hours to zero eight hundred (0800) hours; and

- (iv) two thousand one hundred and ninety (2,190) hours per year.
 - (v) hours of work shall be consecutive.
 - (vi) in the event that an employee, once every six (6) months, is required by the Employer to change platoons, time balancing will be required ensuring that the prescribed number of hours for the calendar year is achieved.
 - (vii) the Employer shall provide a minimum of two (2) months notice of the platoon change.
 - (viii) any adjustments required as a result of time balancing will be paid at straight time.
- (b) An employee will not be scheduled to work more than fourteen (14) consecutive hours of first (1st) call in one (1) twenty-four (24) hour period.
 - (c) If an employee is required to work sixteen (16) or more hours of continuous first (1st) call, the employee will have a minimum of eight (8) hours of second (2nd) call or time off before working additional first (1st) call hours.
- 10.02 (a) Regular full-time employees may exchange shifts and/or days off, with employees in the same classification, provided that:
- (i) it does not result in an employee working more than fourteen (14) consecutive hours of first call in one (1) twenty four (24) hour period.
 - (ii) both affected employees submit the request in writing, giving reasonable notice; and
 - (iii) the Employer approves the exchange; and
 - (iv) operational efficiency is not disrupted; and
 - (v) there is no increased cost to the Employer; and
 - (vi) the shift schedule shall be amended by the Employer to reflect the shifts being exchanged.

Such approval shall not be unreasonably withheld.

- 10.03 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 10.04 Employees called back to work and not required to commence work and/or who work two (2) hours or less, shall receive a minimum of two (2) hours at one and one-half times (1 1/2X) their basic rate of pay.

3.1.6 Work Schedules and Shifts

Replace Article 11 in its entirety by the following:

- 11.01 (a) Unless otherwise agreement between the Employer and the Association shift schedules shall be posted twelve (12) weeks in advance.
- (b) An employee shall be given a minimum of fourteen (14) calendar days notice of a schedule change (rotation changes, or changes of days of work).
- (c) Unless an employee is given at least fourteen (14) days notice of a change to his scheduled day(s) off he shall be paid two times (2X) his basic rate of pay for all hours worked on such day(s) unless such change is at the employee's request.
- 11.02 If in a twenty-four (24) hour period the employee is changed from working a night shift to a day shift in the same day, then no minimum notice is required, and the employee will be paid fourteen (14) hours at their basic rate of pay.

3.1.7 Overtime

Replace Article 12 in its entirety by the following:

- 12.01 Overtime is all time authorized by the Employer and worked by an employee in excess of his regularly scheduled shift or on scheduled days of rest. Overtime worked immediately following or immediately preceding an employee's scheduled shift will be paid at two times (2X) the employee's basic rate of pay. This overtime payment will cease and the employee's basic rate of pay will apply at the start of his next regularly scheduled shift.
- 12.02 Unless given seven (7) calendar days advance notice of the change, an employee required by the Employer to work a scheduled day off will receive two times (2X) his basic rate of pay. This overtime payment will cease and the employee's basic rate of pay will apply at the start of his next regularly scheduled shift.

- 12.03 Subject to mutual agreement between the Employer and an employee, the employee may be granted time off duty in lieu of overtime payments at the applicable premium rate. An employee's overtime bank accumulation shall be carried forward from year-to-year. However, the carry-forward balance at the end of March shall be no more than forty-eight (48) hours.

3.1.8 Call-Back and On-Call Duty

Replace Article 13 in its entirety by the following:

- 13.01 (a) The term "call-back duty" shall be deemed to mean any period after or before a regular shift during which an employee is on call-back and must be available to respond without delay to any request to return to duty.
- (b) When an employee, whose hours of work are in accordance with Article 10.01(a), is scheduled to work on a day shift he shall also be assigned "on-call duty" of fourteen (14) hours during the following night shift, and when scheduled to work on a night shift he shall also be assigned "on-call duty" of ten (10) hours during the preceding day shift.
- 13.02 The Employer agrees to pay, on regularly scheduled days of work, days off and Named Holidays, the sum of two dollars and fifty cents (\$2.50) per hour.
- 13.03 (a) For each occasion that an employee is called back to duty, in addition to the payment received for being on call-back, the employee shall be paid for all hours worked during the call-back period, or for two (2) hours whichever is the longer at the overtime rate of two times (2X) the basic rate of pay.
- (b) An employee called back to duty shall be permitted to return to on-call status when normal conditions have been restored. However, any further requests for procedures received by an employee prior to returning to on-call status following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.
- (c) If an employee is recalled to duty immediately prior to the commencement of his first (1st) call shift, the employee shall be deemed to be working overtime and shall be paid in accordance with 13.03(a) above until the scheduled commencement of his first (1st) call shift at which time he shall be paid at his basic rate of pay.
- 13.04 An employee who is called back to the Health Care Facility for immediate duty to respond to the site of an emergency using his private automobile shall be reimbursed at the rate of thirty cents (\$.30) per kilometre for each kilometre traveled.

3.1.9 **Vacation**

Amend Article 21.02 and add 21.05(f) as follows:

21.02 Vacation Entitlement

Employees are entitled to one hundred and forty-four (144) hours of annual vacation with pay based on full-time hours of two thousand one hundred and ninety (2,190) hours per year. Vacation entitlement will be pro-rated for part-time and casual employees.

- 21.05 (f) A yearly vacation schedule will be posted in January. Employees will indicate their vacation period of preference on the schedule prior to March 1. The Employer shall approve or reject requests by April 30.

3.1.10 **Named Holidays**

Amend Article 22.03 and add Articles 22.08 and 22.09 as follows:

- 22.03 An employee, obliged in the course of duty, to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and one-half times (1 1/2X) his basic rate of pay, and twelve (12) hours will be added to the employee's accrued statutory holiday bank to be taken as time off with pay at such future time as may be mutually agreed upon between the Employer and the employee.

- 22.08 A Named Holiday for the purpose of this Agreement is defined as being of twelve (12) hours duration.

- 22.09 No more than forty-eight (48) Named Holiday hours can be banked without written permission of the Employer.

3.1.11 **Sick Leave**

Amend Articles 23.02 and 23.06 as follows:

- 23.02 An employee shall be allowed a credit for sick leave computed from the date of employment at the rate of twelve (12) hours for each full month of employment up to a maximum credit of nine hundred and sixty (960) hours. An employee shall be entitled to apply sick leave credits during the course of the probationary period.

- 23.06 When an employee has accrued the maximum sick leave credit of nine hundred and sixty (960) hours, he shall no longer accrue sick leave credits until such time as his total accumulation is reduced below the maximum. At that time he shall recommence accumulating sick leave credits.

3.1.12 Employee Benefit Plans

Amend Article 25.01(b)(v) as follows:

"Alberta Blue Cross Dental Plan or equivalent, which plan provides one hundred percent (100%) reimbursement of basic eligible dental expenses and fifty percent (50%) of extensive eligible dental expenses in accordance with the current Alberta Dental Association Fee Guide, and within the limits of the Plan."

3.1.13 Pension Plan

Replace Article 26 in its entirety by the following:

26.01 At the end of one (1) year of two thousand one hundred and ninety (2,190) hours of full-time employment, an employee will be eligible for participation in the Mineral Springs Hospital Retirement Program.

26.02 When an employee begins full-time employment, all hours of work that have been accumulated during casual employment will be applied toward eligibility in the Mineral Springs Hospital Retirement Program as required under Article 26.01.

26.03 The Employer will pay five point fifty-five percent (5.55%) of gross pay as a contribution to the employee's retirement program as described in Article 26.01.

26.04 An employee will pay four point four percent (4.4%) of gross pay as their contribution to the retirement program described in Article 26.01.

3.1.14 Promotions, Transfers and Vacancies

Amend Article 29.01 by adding (f), and amend Article 29.06 as follows:

29.01 (f) The Employer shall contact all casual employees when a notice is posted as outlined in Article 29.01(a).

29.06 All transfers and promotions shall be on a trial basis. The transferred or promoted employee will be given a trial period of five hundred (500) hours in which to demonstrate her ability to perform the new tasks to the satisfaction of the Employer. The Employer shall provide an evaluation of the employee prior to the completion of the trial period. Should such employee fail to succeed during the aforementioned trial period, the Employer will make a sincere effort to reinstate the employee in her former position, or, if such reinstatement is not possible, place the employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same pay rate to which the employee would be entitled had she remained in her former position.

3.1.15 Leaves of Absence

Amend Article 33.01(b) as follows:

- 33.01 (b) An employee who has been granted leave of absence of any kind and who overstays such leave without permission of the Employer shall be deemed to have terminated his employment unless a justifiable reason can be established by the employee.

3.1.16 Court Appearance

Amend Article 35.01(a) as follows:

- 35.01 (a) (i) An employee required by law to appear in court as a member of a jury, or a witness, shall be paid the difference between the pay received for such court service and the pay the employee would have normally received if he had been working based on his basic rate of pay;
- (ii) be paid at her basic rate of pay for the hours of attendance at court on her scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer.
- (b) It is agreed that when an employee is subpoenaed as a witness as a direct result of his regular duties, he shall not suffer any loss of pay while so serving when the witness duty coincides with a regularly scheduled on-duty shift. Should an employee be required to serve as a witness in any case arising as a result of his regular duties on his scheduled day(s) off, he shall be paid his regular rate of pay for the hours in attendance at court and be provided an equivalent number of hours off at another mutually agreeable time.
- (c) In the event an employee is scheduled to work on an evening or night shift(s) on the day(s) she is called as a witness in matters arising out of her employment with the Employer, or as a juror, she shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.
- (d) 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.

3.1.17 Resignation/Termination

Amend Article 38.03 as follows:

"38.03 Vacation Pay on Termination

Pro rata vacation pay on termination of employment will be paid in accordance with service rendered if proper notification is given. If proper notice of termination is not given, the employee will be paid in accordance with the Employment Standards Code."

3.1.18 Occupational Health and Safety

Amend Article 42 by adding as follows:

42.09 The Employer shall pay for the medical fee on behalf of all employees when such medical examination is required by the Employer. Such examinations shall be arranged through the Director of the Department, and shall be on the form presented by the Employer.

3.1.19 Protective Clothing

Replace Article 43.01 in its entirety by the following:

43.01 The employee shall have access in their working area to a gown, mask and safety glasses.

3.1.20 Part-time, Temporary and Casual Employees

Amend Articles 44.01, 44.03, 44.05, 44.07, 44.08(A), 44.09, 44.10 and 44.13 as follows:

"44.01 Except as modified by this Article, all provisions of this Collective Agreement apply to part-time, temporary and casual employees, except that casual employees shall not be entitled to benefits provided for in:

Article 9:	Probationary Period
Article 23:	Sick Leave
Article 25:	Employee Benefit Plans
Article 26:	Pension Plan
Article 28:	Seniority
Article 30:	Layoff and Recall
Article 31:	Technological Change
Article 33:	Leaves of Absence
Article 37:	Discipline and Dismissal
Article 38:	Resignation/Termination

44.03 **Hours of Work**

Amend Article 10.01 to read:

Hours of work for a part-time and casual employee shall be:

- (a) up to ten (10) hours on a day shift; or
- (b) up to fourteen (14) hours on a night shift.

44.05 **Overtime**

Amend Article 12.01 to read:

Part-time and casual employees shall be deemed to be working overtime and shall be paid at two times (2X) when required by the Employer to work:

- (a) in excess of a ten (10) hour day shift; or
- (b) in excess of a fourteen (14) hour night shift; or
- (c) in excess of sixty (60) hours in one (1) week.

44.07 **Salaries**

- (A) Amend Article 14.02 to read:

Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, casual employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand one hundred and ninety (2,190) hours of work and further increments on the satisfactory completion of each period of two thousand one hundred and ninety (2,190) hours of work thereafter until the maximum rate is attained.

44.08 **Vacation With Pay**

- (A) Article 21.02 is amended to read:
 - (a) A casual employee shall be paid, in addition to his basic rate of pay, six percent (6%) of his regular earnings in lieu of vacation.
 - (b) A casual employee shall not be scheduled to work or be placed on-call for a three (3) week period during each vacation year.

- (c) Regular part-time employees shall accrue vacation on hours worked. Hours will go into a vacation bank and can be accessed as required.

44.09 **Named Holidays**

- (A) Article 22 is replaced in its entirety by the following:

- (a) An employee to whom these provisions apply required to work on a Named Holiday, which are:

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

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

- (i) the Municipality in which the Service is located;
- (ii) the Province of Alberta; or
- (iii) the Government of Canada;

shall be paid at one and one-half times (1 1/2X) his basic rate of pay for all hours worked on a Named Holiday.

- (b) An employee to whom these provisions apply shall be paid, in addition to her basic rate of pay, four point six percent (4.6%) of her basic hourly rate of pay in lieu of the Named Holidays, and the Floater Holiday.

44.10 **Sick Leave**

- (A) Amend Article 23.02 to read:

A part-time employee shall be allowed credit for sick leave computed from the date of employment at the rate of twelve (12) hours for each full month of employment (pro-rated to the regularly scheduled hours he works each month) up to a maximum credit of nine hundred and sixty (960) hours. A part-time employee shall be entitled to apply for sick leave credits during his probationary period.

3.1.21 Uniform and Clothing Issue

- (a) The following clothing and equipment, subject to Departmental standards, shall be supplied by the Employer to each full-time employee upon commencement of employment:
 - (i) four (4) shirts with flashes;
 - (ii) four (4) pair of trousers;
 - (iii) one (1) jacket with liner and flashes;
 - (iv) one (1) name tag;
 - (v) one (1) radio clip;
 - (vi) one (1) belt;
 - (vii) one (1) vest;
 - (viii) one (1) holster/scissors pouch including minimag and holder;
 - (ix) In lieu of two shirts with flashes and two trousers, an employee may request two jumpsuits;
 - (x) Gloves.
- (b) Should the uniform be mutilated, destroyed or damaged while on duty or from excess wear, the same shall be replaced by the Employer after inspection and approval by the Director of the Department.
- (c) If the issued clothing is excessively soiled during the performance of duties, the same shall be cleaned at the Employer's expense. Such cleaning shall be at the discretion of the Director of the Department.
- (d) The Employer will endeavor to issue all clothing and equipment to employees as soon as possible after employment commences. Such clothing and equipment shall be clean and in good repair and/or condition.
- (e) The Employer shall provide access to locker space for all full-time employees.
- (f)
 - (i) Upon termination for any reason, all clothing and equipment issued to an employee during the previous twelve (12) months must be returned to the Employer in a clean and serviceable condition by the employee.
 - (ii) On termination, the following items will be returned to the Employer: shoulder flashes, name tags, vest and scissors pouch including minimag and holder.
 - (iii) In addition, the following shall be returned if termination occurs within three (3) years of date of issue: jacket with liner and muskrat hat.
 - (iv) Failure to return the above shall result in the Employer deducting an amount equal to the value of the items from the employee's final cheque except as provided in (ii) and (iii) above.

- (v) All shoulder flashes on unserviceable items of clothing shall be returned on issue of replacement items.
- (g) The following clothing and equipment, subject to Departmental standards, shall be supplied by the Employer to each Casual Employee upon commencement of employment:
 - (i) two (2) shirt with flashes;
 - (ii) two (2) pair of trousers.
- (h) For the use of casual employees, the Employer shall have available:
 - (i) one (1) jacket with liner
 - (ii) one (1) radio clip
- (i) All regular employees shall be entitled to be reimbursed for the purchase of a boot issue of their choice that meet Occupational Health and Safety Standards to be replaced as needed to a maximum reimbursement of \$100 each fiscal year. Annual entitlements may be carried forward from year to year to a maximum of \$400.00. Upon being hired, a new employee may be provided with a one-time only advance of one year's worth of future entitlements.

An employee employed on the date of ratification, may be provided with a one-time only advance of one year's worth of future entitlements.
- (j) The parties agree that a Joint Committee with two (2) Employer and two (2) Association representatives shall be formed to discuss uniform and clothing issue. The Joint Committee may discuss and agree upon changes to Item 3.1.21.

3.1.22 Duty - Incurred Expenses

The parties agree that in lieu of payment of duty incurred expenses to employees, the Employer shall pay two thousand dollars (\$2000.00) into an Emergency Medical Services Staff Fund each fiscal year. Emergency Medical Services employees may agree upon the use of funds for for the benefit of all employees.

3.1.23 Employee Stranding

The purpose of this Item is to provide guidelines for the application of Article 12: Overtime and Item 3.1.22 Duty - Incurred Expenses to those situations where an employee is prevented from returning to his ambulance station for extended periods of time.

The following principles shall be observed in determining compensation:

- (a) An employee shall suffer no loss of earnings.

- (b) An employee shall be reimbursed for reasonable and substantiated expenses.
- (c) An employee shall receive premium pay as appropriate while in travel status.

An employee is on travel status while he is actively engaged in attempting to return to his ambulance station. Time spent waiting for an anticipated departure, at an airport, is specifically included as travel time.

An employee is required to make arrangements that will minimize the time spent in travel status.

ADDENDUM #3

LOCAL CONDITIONS APPLICABLE TO THE CALGARY HEALTH REGION

ITEM 1: LOCAL CONDITIONS APPLICABLE TO PATIENT TRANSFER PERSONNEL

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

TECHNICAL CLASSIFICATIONS

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
7	Registered EMT - Senior Paramedic									
	April 1, 2002	23.49	24.19	24.98	25.73	26.56	27.39	28.27	29.17	
	April 1, 2003	24.78	25.52	26.35	27.15	28.02	28.90	29.82	30.77	
	April 1, 2004	25.52	26.29	27.14	27.96	28.86	29.77	30.71	31.69	32.80
6	Registered EMT - Paramedic									
	April 1, 2002	21.70	22.46	23.25	24.09	24.94	25.83	26.74	27.60	
	April 1, 2003	22.89	23.70	24.53	25.41	26.31	27.25	28.21	29.12	
	April 1, 2004	23.58	24.41	25.27	26.17	27.10	28.07	29.06	29.99	31.04
3A	Registered EMT - Transfer									
	April 1, 2002	17.06	17.62	18.17	18.78	19.37	19.98	20.65		
	April 1, 2003	18.00	18.59	19.17	19.81	20.44	21.08	21.79		
	April 1, 2004	18.54	19.15	19.75	20.40	21.05	21.71	22.44		

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

3.1.2 Article 19 shall be null and void.

3.1.3 Meal Periods and Rest Periods

Modify Article 10.02: Meal and Rest Periods, by adding 10.02 (d):

"(d) Meal breaks shall be scheduled, wherever operationally feasible, at least two (2) hours before the end of the work shift and two (2) hours after the start of the work shift."

3.1.4 **Uniform and Clothing Issue**

1. (a) The following clothing and equipment shall be supplied by the Employer to all regular full-time and part-time employees upon commencement of employment:

- (i) Four (4) Shirts with Flashes
- (ii) Four (4) "T" shirts
- (iii) Four (4) Trousers
- (iv) One (1) Pair of leather gloves (every year)
- (v) One (1) Uniform belt
- (vi) Two (2) Name tags stating name and job title
- (vii) One (1) Three-in-one Patrol jacket
- (viii) One (1) Stethoscope*
- (ix) One (1) Identification Card
- (x) Two (2) Sweaters

*For those employees who choose to upgrade to the Littman II Classic Stethoscope, the Employer will reimburse on a one time only basis the cost of the department issued stethoscope upon issue of receipt.

- (b) The following clothing and equipment shall be supplied by the Employer to casual employees upon commencement of employment:

- (i) Two (2) Shirts with Flashes
- (ii) Two (2) "T" shirts
- (iii) Two (2) Trousers
- (iv) One (1) Pair of Leather Gloves
- (v) One (1) Uniform Belt
- (vi) Two (2) Name tags stating name and job title
- (vii) One (1) Three-in-one patrol jacket
- (viii) One (1) Stethoscope*
- (ix) One (1) Identification Card
- (x) One (1) Sweater

*For those employees who choose to upgrade to the Littman II Classic Stethoscope, the Employer will reimburse on a one time only basis the cost of the department issued stethoscope upon issue of receipt.

2. Upon request, casual employees working greater than zero point four (0.4) FTE, averaged over a three (3) month period may be supplied with the regular clothing and equipment allotment.
3. The Employer agrees to pay all employees up to two hundred and fifty dollars (\$250.00) for the purchase of footwear once in every thirty-six (36) month period following the employees date of hire (supporting receipt required). The Association Clothing Committee will approve such footwear.
4. Should the uniform or footwear be mutilated, destroyed, or damaged while on duty or from excess wear, the Employer shall replace the same after inspection and approval by the department manager.

5. The Association Clothing Committee shall be comprised of one (1) paramedic and one (1) EMT from the bargaining unit and two (2) management representatives, and attendance at these meetings will be without loss of regular earnings.
6. If the issued clothing is excessively soiled during the performance of duties, the same shall be cleaned at the Employer's expense. Such cleaning shall be at the discretion of the Manager of the Department.
7. The Employer will endeavor to issue all clothing and equipment to employees within two (2) weeks following commencement of employment. Such clothing and equipment shall be clean and in good repair and/or condition.
8. With the approval of the Employer, pregnant employees will not be required to wear uniforms but may dress in appropriate attire.

3.1.5 Amend Article 34: Inservice Programs as follows:

- "34.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for the employees in various professions and that the responsibility for such continuing education lies not only with the Employer but also with the employee. For the purpose of this Article, the term "inservice" 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 inservice sessions as being compulsory for employees and those required to attend such sessions shall be paid at their basic rate of pay.
- (c) For the purpose of this Article, compulsory inservice sessions will include:
- | | | |
|-------|-----------------------------|-----------------------|
| (i) | BCLS | Every Two (2) Years |
| (ii) | 12.1 & 12.2 | Every Two (2) Years |
| (iii) | ACLS | Every Two (2) Years |
| (iv) | Professional Driving Course | Every Two (2) Years |
| (v) | BTLS | Every Four (4) Years" |

3.1.6 **Employee Stranding**

The purpose of this Item is to provide guidelines for the application of Article 12: Overtime and Item 3.1.7 Duty-Incurred Expenses to those situations where an employee is prevented from returning to his ambulance station for extended periods of time.

The following principles shall be determining compensation:

- (a) An employee shall suffer no loss of regular earnings.

- (b) An employee shall be reimbursed for reasonable and substantiated expenses.
- (c) Work shall be considered complete at the end of the regularly scheduled shift or when the employee reaches his overnight accommodation site if overtime has occurred (whichever is later), and a new shift at regular rates of pay begins at the time of departure from the accommodation site.
- (d) Where an employee is unable to return to their regular work site on a regularly scheduled day of rest, he will receive overtime payment in accordance with Article 12 for nine point six nine (9.69) hours.
- (e) For international Air Medivacs only, an employee may waive premium payment under Article 11.03(d) or 44.04 [11.03(b) (ii)] by mutual agreement between Employer and employee.

An employee is required to make arrangements that will minimize the time spent in travel.

3.1.7 Duty-Incurred Expenses

Employees required to stand-by at special events or who are dispatched on ground ambulance service involving travel outside city limits and who are away over a meal period shall receive a meal allowance of up to twelve dollars (\$12.00) for each meal purchased to a maximum daily reimbursement of thirty-six dollars (\$36.00) (supported by receipts).

3.1.8 Amend Article 17 in its entirety as follows:

"When the employer designates an EMT to be responsible for the performance of the Senior Paramedic duties, he shall receive sixty-five cents (\$0.65) per hour for such responsibility."

3.1.9 Letter of Understanding #1 Re: In-service Instruction

Where the Employer designates a Registered Emergency Medical Technician (REMT) or Registered Emergency Medical Technician - Paramedic (REMT-P) to instruct an inservice or other training program, such employee shall receive an additional sixty-five cents (\$0.65) per hour for REMT's and eighty-five cents (\$0.85) per hour for REMT-P's in recognition of the additional duties and responsibilities. At the discretion of the Employer additional preparation time may be approved within their regularly scheduled shifts.

This Letter of Understanding shall expire on March 30, 2005.

3.1.10 Letter of Understanding #2 Re: Patient Transportation Services - Dispatch Group Modified Workday Agreement

1. This agreement shall apply to Patient Transportation Services - Dispatch Group Employees and may be terminated by either of the parties by providing at least eight (8) weeks notice in writing.
2. The terms of Article 45 of the Collective Agreement shall govern this agreement, unless specifically modified by Addendum #3 Local Conditions Applicable to Patient Transfer Personnel.
3. Daily hours of work for full-time employees shall be scheduled as follows:
 - (a) Eleven point six nine (11.69) paid hours or a shift duration of twelve point zero eight (12.08) hours, or
 - (b) Seven point seven five (7.75) paid hours or shift duration of eight point two five (8.25) hours.
4. Availability on meal breaks can be a requirement within the Modified Work Agreement. The Parties have agreed to waive compensation for availability on meal breaks during evenings and weekends as per Article 45.05(c).
5. The Parties agree that, subject to Article 45.03 of the Collective Agreement and unless otherwise stated in the job posting, newly hired regular staff or temporary staff, will work the modified work day as defined herein and the modified work schedule in place at the time of hire.

3.1.11 Letter of Understanding #3 Re: Modified Work Agreement Affecting EMT - Transfer and EMT - Paramedic Employees

This agreement shall apply to EMT - Transfer and EMT - Paramedic Employees and may be terminated by either of the parties by providing at least eight (8) weeks notice in writing.

The terms of Article 45 of the Collective Agreement shall govern this agreement, unless specifically modified by Addendum #3 Local Conditions Applicable to Patient Transfer Personnel.

Daily hours of work for full-time employees shall be scheduled as follows:

- (a) Eleven point six nine (11.69) hours paid or a shift duration of twelve point zero eight (12.08) hours, or
- (b) Nine point six nine (9.69) hours paid or a shift duration of ten point one nine (10.19) hours, or

- (c) Seven point seven five (7.75) hours paid or a shift duration of eight point two five (8.25) hours.

The Parties agree that, subject to Article 45.03 of the Collective Agreement and unless otherwise stated in the job posting, newly hired regular staff or temporary staff, will work the modified work day as defined herein and the modified work schedule in place at the time of hire.

ITEM 2: CLASSIFICATIONS

3.2.1 The Parties agree to the following new classifications and paygrades.

TECHNICAL CLASSIFICATIONS

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
11B	Polysomnographic Technologist III									
	April 1, 2002	26.89	27.70	28.58	29.69	30.68	31.71	32.75	33.83	
	April 1, 2003	28.37	29.22	30.15	31.32	32.37	33.45	34.56	35.69	
	April 1, 2004	29.22	30.10	31.05	32.26	33.34	34.45	35.59	36.76	38.05
9	Biomedical Equipment Technologist III									
	April 1, 2002	25.07	25.86	26.67	27.26	28.42	29.32	30.28	31.23	
	April 1, 2003	26.45	27.28	28.14	29.08	29.98	30.93	31.95	32.95	
	April 1, 2004	27.24	28.10	28.98	29.95	30.88	31.86	32.91	33.94	35.13
8	Ophthalmic Technologist									
	April 1, 2002	23.92	24.19	24.98	25.73	26.56	27.39	28.27	29.17	
	April 1, 2003	25.24	25.52	26.35	27.15	28.02	28.90	29.82	30.77	
	April 1, 2004	26.00	26.29	27.14	27.96	28.86	29.77	30.71	31.69	32.80
3	Ophthalmic Assistant									
	April 1, 2002	17.08	17.65	18.22	18.84	19.45	20.11			
	April 1, 2003	18.02	18.62	19.22	19.88	20.52	21.22			
	April 1, 2004	18.56	19.18	19.80	20.48	21.14	21.86			
3A	Laboratory Assistant II									
	April 1, 2002	15.37	15.86	16.31	16.83	17.34	17.86	18.41		
	April 1, 2003	16.22	16.73	17.21	17.76	18.29	18.84	19.42		
	April 1, 2004	16.71	17.23	17.73	18.29	18.84	19.41	20.00		

PROFESSIONAL CLASSIFICATIONS

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
11	Clinical Information Resource Specialist III									
	April 1, 2002	33.31	34.55	35.78	37.10	38.42	39.84	41.29	42.74	
	April 1, 2003	36.55	37.91	39.26	40.71	42.15	43.71	45.30	46.89	
	April 1, 2004	37.65	39.05	40.44	41.93	43.41	45.02	46.66	48.30	49.99
10	Neuropsychologist Speech Language Pathologist III Social Worker IV									
	April 1, 2002	32.03	33.22	34.40	35.67	36.95	38.31	39.70	41.09	
	April 1, 2003	33.79	35.05	36.29	37.63	38.98	40.42	41.88	43.35	
	April 1, 2004	34.80	36.10	37.38	38.76	40.15	41.63	43.14	44.65	46.21
10B	Dental Hygienist									
	April 1, 2002	31.89	32.92	33.98	35.07	36.09	37.16	38.20	39.55	
	April 1, 2003	33.64	34.73	35.85	37.00	38.08	39.20	40.30	41.73	
	April 1, 2004	34.65	35.77	36.93	38.11	39.22	40.38	41.51	42.98	44.48
10C	Clinical Information Resource Specialist II									
	April 1, 2002	30.29	31.40	32.58	33.76	35.00	36.28	37.60	38.93	
	April 1, 2003	33.24	34.46	35.74	37.04	38.41	39.81	41.26	42.71	
	April 1, 2004	34.24	35.49	36.81	38.15	39.56	41.00	42.50	43.99	45.53
9	Therapy Specialist									
	April 1, 2002	29.13	30.19	31.32	32.46	33.65	34.89	36.15	37.43	
	April 1, 2003	30.73	31.85	33.04	34.25	35.50	36.81	38.14	39.49	
	April 1, 2004	31.65	32.81	34.03	35.28	36.57	37.91	39.28	40.67	42.09
9A	Clinical Information Resource Specialist I									
	April 1, 2002	28.90	30.01	31.09	32.25	33.45	34.66	35.97	37.23	
	April 1, 2003	31.71	32.93	34.11	35.38	36.71	38.03	39.47	40.84	
	April 1, 2004	32.66	33.92	35.13	36.44	37.81	39.17	40.65	42.07	43.54
8	Education Consultant II Family Specialist Genetic Counsellor Infection Control Practitioner Program Facilitator									
	April 1, 2002	26.54	27.51	28.50	29.57	30.65	31.73	32.91	34.06	
	April 1, 2003	28.00	29.02	30.07	31.20	32.34	33.48	34.72	35.93	
	April 1, 2004	28.84	29.89	30.97	32.14	33.31	34.48	35.76	37.01	38.31
7	IVF Technologist II									
	April 1, 2002	23.49	24.19	24.98	25.73	26.56	27.39	28.27	29.17	
	April 1, 2003	24.78	25.52	26.35	27.15	28.02	28.90	29.82	30.77	
	April 1, 2004	25.52	26.29	27.14	27.96	28.86	29.77	30.71	31.69	32.80

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
6	Analyst Clinical Facilitator Education Consultant I Exercise Specialist Home Service Therapist									
	April 1, 2002	25.15	26.09	27.01	28.02	29.03	30.11	31.19	32.29	
	April 1, 2003	26.53	27.52	28.50	29.56	30.63	31.77	32.91	34.07	
	April 1, 2004	27.33	28.35	29.36	30.45	31.55	32.72	33.90	35.09	36.32
5	Mental Health Clinician									
	April 1, 2002	24.16	25.05	26.03	26.93	27.90	28.96	29.97	31.04	
	April 1, 2003	25.49	26.43	27.46	28.41	29.43	30.55	31.62	32.75	
	April 1, 2004	26.25	27.22	28.28	29.26	30.31	31.47	32.57	33.73	34.91
4	Addiction Therapist Forensic Psychiatric Therapist Orthoptist									
	April 1, 2002	23.58	24.39	25.33	26.25	27.22	28.22	29.29	30.31	
	April 1, 2003	24.88	25.73	26.72	27.69	28.72	29.77	30.90	31.98	
	April 1, 2004	25.63	26.50	27.52	28.52	29.58	30.66	31.83	32.94	34.09
3	Aboriginal Hospital Representative II Research Assistant II									
	April 1, 2002	22.87	23.71	24.56	25.50	26.44	27.39	28.41	29.39	
	April 1, 2003	24.13	25.01	25.91	26.90	27.89	28.90	29.97	31.01	
	April 1, 2004	24.85	25.76	26.69	27.71	28.73	29.77	30.87	31.94	33.06
2	Research Assistant									
	April 1, 2002	21.71	22.46	23.26	24.09	24.94	25.84	26.74	27.68	
	April 1, 2003	22.90	23.70	24.54	25.41	26.31	27.26	28.21	29.20	
	April 1, 2004	23.59	24.41	25.28	26.17	27.10	28.08	29.06	30.08	31.13
1	Aboriginal Hospital Representative I Parent Services Advisor									
	April 1, 2002	20.03	20.74	21.54	22.31	23.16	23.99	24.86	25.72	
	April 1, 2003	21.13	21.88	22.72	23.54	24.43	25.31	26.23	27.13	
	April 1, 2004	21.76	22.54	23.40	24.25	25.16	26.07	27.02	27.94	28.92

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ITEM 3: TRANSFER OF PROGRAMS BETWEEN SITES

3.3.1 The Parties agree that when programs are to be moved between sites, the Parties will meet to discuss reasonable measures to protect the interests of employees directly affected.

ITEM 4: REGARDING ARTICLE 25: EMPLOYEE BENEFIT PLANS

3.4.1 Amend Article 25.01(b) as follows:

- (b) the Calgary Health Region Benefits Plan providing for:
 - (i) Basic Group Life Insurance one times (1X) annual earnings rounded up to the next higher one thousand dollars (\$1,000.00) with an option for additional life insurance (full optional cost paid by the employee).
 - (ii) Accidental Death & Dismemberment Insurance - (amount equal to group life insurance).
 - (iii) Dental Plan, which plan provides eighty percent (80%) reimbursement for preventative and basic dentistry; fifty percent (50%) coverage for major restorative dentistry to a maximum of one thousand five hundred dollars (\$1,500.00) per person per year; and fifty percent (50%) coverage for orthodontia to a maximum of two thousand dollars (\$2,000.00) per person per lifetime in accordance with the Plan.
 - (iv) Alberta Blue Cross Supplementary Health Benefits Plan or equivalent inclusive of Vision Care (lenses and frames or contact lenses to a maximum of one hundred and fifty dollars (\$150.00) every two (2) years for adults and every year for children including eye exams); and inclusive of Out of Country Emergency Medical Coverage.

ITEM 5: TISSUE TECHNICIAN

3.5.1 The Parties agree to the following:

- (a) Title for this classification will be: TISSUE TECHNICIAN.
- (b) Tissue Technicians will be included in the Health Sciences Association of Alberta - Paramedical Technical Bargaining Unit effective November 19, 1999.
- (c) Employment status for Tissue Technicians will be CASUAL ON CALL.
- (d) Terms and Conditions of Employment shall include the following:

3.5.2 **Salary**

- (a) Procurement Payment - Payment for procurement will be made in units. The rate per unit will be as follows:

April 1, 2002	\$60.24
April 1, 2003	\$63.55
April 1, 2004	\$65.46

<u>Tissue</u>	<u># of Units</u>
Heart/Aorta/Pericardium	3
Saphenous Vein	2
Femoral Vein	2
Whole Knee	3
Achilles Tendon	2
Tibialis Anterior Tendon	2
Tibialis Posterior Tendon	2
Patellar Tendon	2
Bone<10 pieces	2
Bone 10 – 19 pieces	3
Bone>19 pieces	4
Skin Cryopreserved	2
Aortoiliac Graft	3
Skin Fresh	3
Donor cancelled once on site	2

- (b) Non Procurement Activities - a rate of point five (.5) units will be paid for attendance at meetings, approved training, and education sessions.

3.5.3 **Travel Costs**

Transportation allowance will be in accordance with the Multi-Employer/HSAA Collective Agreement.

Distance travel expenses [outside of the Calgary Health Region will be paid as per the Calgary Health Region's Travel Approval and Reimbursement Policy (01/08/02)].

3.5.4 **Benefits**

Benefit entitlement will be in accordance with the Multi-Employer/HSAA Collective Agreement.

3.5.5 **Vacation and Stats**

Vacation Pay shall be paid in accordance with the Multi-Employer/HSAA Collective Agreement.

3.5.6 Named Holidays

Named Holidays will be paid in accordance with the Multi-Employer/HSAA Collective Agreement.

3.5.7 On-Call

On-call pay will be in accordance with the Multi-Employer/HSAA Collective Agreement.

3.5.8 All other terms and conditions of the Multi-Employer/HSAA Collective Agreement as it applies to casual employees shall apply.

ITEM 6: LOCAL CONDITIONS APPLICABLE TO ALBERTA CHILDREN'S HOSPITAL - FLEX TIME

3.6.1 Purpose

To meet the operational issues of the organization and provide Paramedical Professional staff flexibility to utilize the most efficient means in providing service and care to the patient population.

3.6.2 Application

The Parties agree that only regular and temporary employees within the HSAA Paramedical Professional bargaining unit who indicate their interest, may have an opportunity to participate in flex time accrual, subject to mutual agreement between the Employer and the employee, when following the guidelines as documented herein.

3.6.3 Amendments to the Collective Agreement

- (a) For regular and temporary employees who opt into this Flex Time Arrangement, Articles 12.01 and 12.04 (a) are hereby amended as outlined in 3.6.4(b).
- (b) For regular and temporary part time employees who opt into this Flex Time Arrangement, Article 44.05 A (i) is hereby amended as outlined in 3.6.4(b).
- (c) For regular and temporary employees who are subject to a modified workday agreement and who opt into this Flex Time Arrangement, Articles 45.07 A, and B are hereby amended as outlined in 3.6.4(b).

3.6.4 Process

- (a) Accrual of Flex Time

- (i) All flex time accrued shall be paid at straight time up to eleven point seven five (11.75) hours per day. Overtime will be administered in accordance with 3.6.4(b).

- (ii) Flex time accrual shall be authorized by the Employer. In the event that flex time arises due to unforeseeable circumstances in which it is impossible to obtain prior authorization, the Employer shall not unreasonably deny such request for flex time accrual.
- (iii) Flex time accrued shall be taken as time off in lieu (at straight time) subject to mutual agreement between the Employer and an employee.

(b) Maximum Work Day

Eleven point seven five (11.75) hours per day shall be used as the maximum hours worked prior to overtime being paid. Employees working in excess of seven point seven five (7.75) hours per day may accrue flex time up to maximum of eleven point seven five (11.75) hours per day. All hours worked in excess of eleven point seven five (11.75) hours per day shall be paid at two times (2X) their basic rate of pay, exclusive of meal periods, if taken.

(c) Maximum Bank of Flex Time

A regular or temporary full time employee's maximum flex time bank will not exceed thirty-eight point seven five (38.75) hours. For regular and temporary part-time employees the maximum flex time bank will be prorated based on the regular hours of work. Once the maximum hours have been reached, all additional hours worked shall be paid at the applicable overtime rates as per Articles 12.01, 12.04(a), 44.05(A)(i), 45.07(A) and (B).

(d) Shift Differential and Weekend Premium

In instances where an employee works hours as a result of program, departmental or patient related activities, shift and weekend differential shall apply as per Article 16.

(e) Termination of Participation/Employment by an Employee

- (i) An employee who wishes to terminate participation in this Flex Time Arrangement shall give the Employer thirty (30) days written notice of their intent to opt out. Upon the issuance of such notice, the Employer and employee will then meet to determine when hours remaining in the flex time bank will be used. In the event that mutual agreement can not be reached with respect to such usage, all banked flex hours shall be paid out at straight time at the end of the notice period.
- (ii) In the event that an employee, participating in this Letter of Understanding, terminates their employment with the Alberta Children's Hospital (but not necessarily the Calgary Health Region), all banked flex hours shall be paid out, at straight time, upon termination.

3.6.5 Term of Agreement

Either party may terminate these provisions by providing to the other party thirty (30) days notice in writing of such intent.

ITEM 7: LOCAL CONDITIONS APPLICABLE TO DEPARTMENT OF PSYCHOLOGY - FLEXIBLE HOURS OF WORK

3.7.1 Purpose

To enable Paramedical Professional staff members, employed in the department of Psychology with the Calgary Health Region (hereinafter referred to as the employee), and the Calgary Health Region - Department of Psychology (hereinafter referred to as the Employer), the flexibility to utilize the most efficient means in the provision of services and care of the patient population. When viewed over a longer time frame, staff are not working in excess of the approved hours, but are instead "flexing" their time in accordance with the demands of patient care and/or program demand.

3.7.2 Application and eligibility for participation

This Letter of Understanding shall provide an opportunity for current and new regular and temporary full-time and part-time employees within the HSAA Paramedical Professional bargaining unit employed in the department of Psychology with the Calgary Health Region, at the Colonel Belcher Hospital, Foothills Medical Centre, Peter Lougheed Centre and Rockyview General Hospital, to participate in flex time accrual in accordance with the guidelines documented herein. This Letter of Understanding is not applicable to staff employed at the Alberta Children's Hospital site.

It is agreed that employee participation in this Letter of Understanding is voluntary. Mutual consent shall be required between the Employer and the employee, in compliance with the following process.

All regular or temporary full-time or part-time employees at date of signing of this letter, interested in participating shall indicate their consent, in writing, within thirty (30) days of the signing of this Letter of Understanding. If consent is not received in writing from the aforementioned employees, within thirty (30) days of the date of signing of this Letter of Understanding, the aforementioned employees shall not be eligible to participate in this Letter of Understanding. A list of employees participating shall be forwarded to HSAA within sixty (60) days from the date of signing of this agreement. Upon hire, a regular or temporary full-time or part-time employee may indicate their consent in writing within thirty (30) days of hire. The individual's name shall be forwarded to HSAA within sixty (60) days of the date of the employee's hire.

3.7.3 Amendments to the Collective Agreement

For regular or temporary full-time employees who opt into this Letter of Understanding, Articles 12.01 and 12.04 are amended as outlined in this Letter of Understanding. For regular or temporary part-time employees who opt into this Letter of Understanding, Article 44.03 and 44.05(A)(i) are amended as outlined in this Letter of Understanding. Employees who are subject to a modified workday agreement, as per Article 45, are not eligible to participate in this Letter of Understanding. The operation of this Letter of Understanding will not be considered a violation of Articles 11.03 and 44.04.

3.7.4. Process

(A) Accrual of Flex Time

Flex time is defined as additional time worked that is accrued on a straight time basis (1:1) to be taken with pay at a later, mutually agreeable time.

Flex time accrual shall be authorized by the Employer. In the event that flex time arises due to unforeseeable circumstances in which it is impossible to obtain prior authorization, the Employer shall not unreasonably deny such request for flex time accrual. Flex time accrued shall be taken as time off in lieu (at straight time) subject to mutual agreement between the Employer and the employee.

(B) Rate of Accrual and Maximum Work Day

(i) Regular and Temporary Full-Time Employees:

Subject to sections 3.7.4(C) and 3.7.5, time worked in excess of seven and three-quarter (7 3/4) hours in a day on direct or indirect patient care will result in the employee receiving compensatory time off at a hour for hour basis. Such compensatory time off will be banked and taken at a mutually agreeable time. A minimum of seven point seven five (7.75) hours per day must be worked before flex time begins to accrue. An employee may work up to 4.0 flex hours per day for a total of eleven point seven five (11.75) hours worked [seven point seven five (7.75) regular hours, four point zero (4.0) flex hours]. All hours worked in excess of eleven point seven five (11.75) hours per day, exclusive of meal periods, shall be paid two times (2X) the employee's basic rate of pay thereafter.

(ii) Regular and Temporary Part-Time Employees:

Subject to sections 3.7.4(C) and 3.7.5, time worked in excess of regular work hours on direct or indirect patient care will result in the employee receiving compensatory time off at a hour for hour basis. Such compensatory time off will be banked and taken at a mutually agreeable time. An employee may work up to four point zero (4.0) flex hours per day for a total of eleven point seven five (11.75) hours worked [seven

point seven five (7.75) regular hours, four point zero (4.0) flex hours]. All hours worked in excess of eleven point seven five (11.75) hours per day, exclusive of meal periods, shall be paid two times (2X) the employee's basic rate of pay thereafter.

(C) Maximum Bank of Flex Time

A regular or temporary full-time employee's maximum flextime bank will not exceed twenty (20) hours. A regular or temporary part-time employee's maximum flex time bank will be pro rated based upon regular hours of work. Once the flex time bank has reached fifteen point five (15.5) hours [for regular and temporary part-time employees this amount will be seventy-five percent (75%) of the employee's pro rated maximum], the employee and the Employer will meet within thirty (30) days to discuss a plan to utilize the flex time hours currently in the bank, within thirty (30) days of the meeting. In the event mutual agreement cannot be reached as to when to take the flex time hours currently in the bank, within forty-five (45) days of said meeting, such liability shall be paid out at straight time no later than the first pay period following this forty-five (45) day period.

In the event the hours in the flex time bank reach the maximum of twenty (20) hours for full-time employees or the applicable pro rated maximum for part-time employees:

- (i) the employee will cease to accrue flex time; and
- (ii) in the event the Employer requires the employee to work hours in excess of seven point seven five (7.75) hours/day, the hours worked shall not be counted towards flex time and the overtime rates as specified in Article 12.04 and Article 44.05(A) shall apply.

(D) Shift Differential and Weekend Premium

The Employer and the employee shall mutually agree in writing to identify specific program, departmental and patient needs where shift differential and weekend premium shall apply. In instances where an employee works as a result of program, departmental or patient related activities, as agreed to above, shift and weekend differential shall apply as per Article 16.

(E) Transfers and Terminations

When an employee transfers to a department not participating in the Flexible Hours of Work agreement or if an employee is terminated or transferred to casual status, the Employer and the employee shall meet to devise a plan to utilize the remaining hours in the employee's flex time bank before the transfer or termination. In the event that mutual agreement cannot be reached with respect to

such usage, all banked flex hours shall be paid out at straight time at the end of the notice period.

If the Employer or the employee wishes to terminate participation in this Letter of Understanding, thirty (30) days written notice shall be given by either party, of the intent to opt out, and the process specified above for utilization of flex bank hours prior to termination of participation in the Letter of Understanding will apply.

3.7.5 Overtime

In instances where a regular or temporary full-time employee is specifically directed by the Employer to work hours in excess of seven and three-quarter (7 3/4) hours per day or is directed by the Employer to work on scheduled days of rest, overtime rates specified in Article 12.04 shall be applicable. An employee requested to work an additional shift at overtime rates will be paid as specified in Article 12.04.

In instances where a regular or temporary part-time employee is specifically directed by the Employer to work hours in excess of seven and three-quarter (7 3/4) hours per day, overtime rates specified in Article 44.05(A) and Article 44.03(C)(f) shall be applicable. In instances where such an employee is specifically directed by the Employer to work an additional shift, the provisions of Article 44.03(C)(a) shall be applicable.

All such time indicated above will be subject to prior authorization by the Employer and such hours will not accrue as flex hours.

3.7.6 Term of Letter of Understanding

This agreement will be in effect on a trial basis for a period of six (6) months from the date of signing. Either party may terminate this Letter of Understanding by providing thirty (30) days written notice to the other party. Prior to the completion of six (6) month trial period the Employer and Union will meet to review this Letter of Understanding.

ADDENDUM #4

LOCAL CONDITIONS APPLICABLE TO THE DAVID THOMPSON HEALTH REGION

ITEM 1: RED DEER REGIONAL HOSPITAL CLASSIFICATIONS

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

PROFESSIONAL CLASSIFICATIONS

Pay Grade	Classification	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u> (LSI*)
3A	Laboratory Assistant II									
	April 1, 2002	15.37	15.86	16.31	16.83	17.34	17.86	18.41		
	April 1, 2003	16.22	16.73	17.21	17.76	18.29	18.84	19.42		
	April 1, 2004	16.71	17.23	17.73	18.29	18.84	19.41	20.00		

ITEM 2: ALBERTA HOSPITAL PONOKA CLASSIFICATIONS

4.2.1 The following classification and salary scales shall be included in the Salaries Appendix:

PROFESSIONAL CLASSIFICATIONS

Pay Grade	Classification	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u> (LSI*)
3	Psychology Assistant II									
	April 1, 2002	22.87	23.71	24.56	25.50	26.44	27.39	28.41	29.39	
	April 1, 2003	24.13	25.01	25.91	26.90	27.89	28.90	29.97	31.01	
	April 1, 2004	24.85	25.76	26.69	27.71	28.73	29.77	30.87	31.94	33.06
1A	Rehabilitation Practitioner									
	April 1, 2002	19.41	20.15	20.87	21.64	22.43	23.27	24.13	24.97	
	April 1, 2003	20.48	21.26	22.02	22.83	23.66	24.55	25.46	26.34	
	April 1, 2004	21.09	21.90	22.68	23.51	24.37	25.29	26.22	27.13	28.08

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ITEM 3: ALBERTA HOSPITAL PONOKA - GENERAL

4.3.1 An employee shall not be charged a fee for parking at Alberta Hospital Ponoka. The Employer agrees not to implement any fee for parking, and furthermore agrees that there shall be no restriction as to the location of where on the premises an employee shall be entitled to park with the only exception being those locations which exist as reserved parking stalls.

ADDENDUM #5

**LOCAL CONDITIONS APPLICABLE TO
THE BETHANY NURSING HOME OF CAMROSE, ALBERTA
(AT THE ROSEHAVEN CARE CENTRE)**

**ITEM 1: TERMS AND CONDITIONS APPLICABLE TO EMPLOYEES
PERFORMING OUTREACH DUTIES**

The Parties hereby agree to amend the terms and conditions of this Collective Agreement as they apply to employees performing outreach duties.

5.1.1 Article 2: Definitions

Amend Article 2 to include the following definition:

"Outreach duties include responsibility for:

- patient and family assessment
- liaison between the Institution and the community
- resource coordination
- education in the community
- public relations in the community."

5.1.2 Article 10: Hours of Work

10.01 Article 10 is to be amended as follows:

"It is understood and agreed between the Parties that hours of work for performing outreach duties shall be flexible. In accordance with the foregoing, the following shall apply:

- (a) hours of work shall be seven and three-quarter (7 3/4) hours per day or thirty-eight point seven five (38.75) hours per week averaged over one (1) four (4) week cycle of the shift schedule.
- (b) time spent in travel between the institute and the assigned place of work shall be paid at the basic rate of pay and shall not be included in any calculation of eligibility for overtime or of overtime pay.
- (c) time off duty at a remote location (e.g., overnight lodging) shall not be considered to be time worked."

5.1.3 Article 12: Overtime

Amend Article 12.01 as follows:

"12.01 Overtime is all time worked by an employee in excess of thirty-eight point seven five (38.75) hours per week averaged over a four (4) week cycle of the shift schedule, or on days of rest as specified in Article 11 of the Collective Agreement."

5.1.4 Article 20: Travel Expenses

Add to Article 20:

"20.05 Reimbursement for travel expenses shall be paid on a monthly basis in cheques made out to the employee which are separate from her regular pay cheque."

ADDENDUM #6

LOCAL CONDITIONS APPLICABLE TO THE CAPITAL HEALTH AUTHORITY

ITEM 1: LOCAL CONDITIONS APPLICABLE TO UNIVERSITY OF ALBERTA HOSPITALS ONLY

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

TECHNICAL CLASSIFICATIONS

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
10	Clinical Equipment Specialist II									
	April 1, 2002	25.07	25.86	26.67	27.56	28.42	29.32	30.28	31.23	
	April 1, 2003	26.45	27.28	28.14	29.08	29.98	30.93	31.95	32.95	
	April 1, 2004	28.21	29.09	30.00	31.08	32.08	33.14	34.22	35.32	36.56
9	Clinical Equipment Specialist I ⁽¹⁾									
	Environmental Technologist III									
	April 1, 2002	25.07	25.86	26.67	27.56	28.42	29.32	30.28	31.23	
	April 1, 2003	26.45	27.28	28.14	29.08	29.98	30.93	31.95	32.95	
	April 1, 2004	27.24	28.10	28.98	29.95	30.88	31.86	32.91	33.94	35.13
7	Environmental Technologist II									
	Sleep Technologist ⁽²⁾									
	Supervisor - EKG Lab									
	April 1, 2002	23.49	24.19	24.98	25.73	26.56	27.39	28.27	29.17	
	April 1, 2003	24.78	25.52	26.35	27.15	28.02	28.90	29.82	30.77	
	April 1, 2004	25.52	26.29	27.14	27.96	28.86	29.77	30.71	31.69	32.80
6	Dental Technician									
	E.M.G. Technologist									
	E.N.G. Technician									
	Environmental Technologist I									
	Pharmacy Technician II									
	Psychology Technician									
	Medical Library Technician II									
	April 1, 2002	21.70	22.46	23.25	24.09	24.94	25.83	26.74	27.60	
	April 1, 2003	22.89	23.70	24.53	25.41	26.31	27.25	28.21	29.12	
	April 1, 2004	23.58	24.41	25.27	26.17	27.10	28.07	29.06	29.99	31.04
3A	Orthopaedic Footwear Trainee									
	April 1, 2002	16.61	17.63							
	April 1, 2003	17.52	18.60							
	April 1, 2004	18.05	19.16							

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
2	Radiology & Diagnostic Imaging Technical Assistant									
	April 1, 2002	14.50	14.97	15.43	15.94	16.47	16.99	17.53		
	April 1, 2003	15.30	15.79	16.28	16.82	17.38	17.92	18.49		
	April 1, 2004	15.76	16.26	16.77	17.32	17.90	18.46	19.04		

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

⁽¹⁾ Clinical Equipment Specialist I pay grade adjustment occurs on April 1, 2004. Prior to this date, pay grade 7 applies.

⁽²³⁾ Sleep Technologist pay grade adjustment occurs on April 1, 2004. Prior to this date, pay grade 6 applies.

PROFESSIONAL CLASSIFICATIONS

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
8	Genetics Counsellor II									
	April 1, 2002	26.54	27.51	28.50	29.57	30.65	31.73	32.91	34.06	
	April 1, 2003	28.00	29.02	30.07	31.20	32.34	33.48	34.72	35.93	
	April 1, 2004	28.84	29.89	30.97	32.14	33.31	34.48	35.76	37.01	38.31
7	Genetics Counsellor I									
	April 1, 2002	26.10	27.07	28.08	29.10	30.19	31.30	32.43	33.57	
	April 1, 2003	27.54	28.56	29.62	30.70	31.85	33.02	34.21	35.42	
	April 1, 2004	28.37	29.42	30.51	31.62	32.81	34.01	35.24	36.48	37.76
7A	Clinical Instructor - Physical/ Occupational Therapy Dietitian Instructor Orthoptist II									
	April 1, 2002	26.11	27.05	28.07	29.07	30.15	31.27	32.42	33.56	
	April 1, 2003	27.55	28.54	29.61	30.67	31.81	32.99	34.20	35.41	
	April 1, 2004	28.38	29.40	30.50	31.59	32.76	33.98	35.23	36.47	37.75
4	Dental Hygienist Orthoptist I									
	April 1, 2002	23.58	24.39	25.33	26.25	27.22	28.22	29.29	30.31	
	April 1, 2003	24.88	25.73	26.72	27.69	28.72	29.77	30.90	31.98	
	April 1, 2004	25.63	26.50	27.52	28.52	29.58	30.66	31.83	32.94	34.09
1	Child Development Worker									
	April 1, 2002	20.03	20.74	21.54	22.31	23.16	23.99	24.86	25.72	
	April 1, 2003	21.13	21.88	22.72	23.54	24.43	25.31	26.23	27.13	
	April 1, 2004	21.76	22.54	23.40	24.25	25.16	26.07	27.02	27.94	28.92

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ITEM 2: LOCAL CONDITIONS APPLICABLE TO THE GLENROSE REHABILITATION HOSPITAL ONLY

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

TECHNICAL CLASSIFICATIONS

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
10A	Medical Illustrator									
	April 1, 2002	25.14	25.96	26.78	27.64	28.53	29.43	30.42	31.38	
	April 1, 2003	26.52	27.39	28.25	29.16	30.10	31.05	32.09	33.11	
	April 1, 2004	27.32	28.21	29.10	30.03	31.00	31.98	33.05	34.10	35.29
8	CCTV Technician/Photographer									
	April 1, 2002	23.92	24.70	25.48	26.27	27.16	28.04	28.96	29.88	
	April 1, 2003	25.24	26.06	26.88	27.71	28.65	29.58	30.55	31.52	
	April 1, 2004	26.00	26.84	27.69	28.54	29.51	30.47	31.47	32.47	33.61
6	Prosthetic Technician Seating Technician II Rehabilitation Engineering Technician									
	April 1, 2002	21.70	22.46	23.25	24.09	24.94	25.83	26.74	27.60	
	April 1, 2003	22.89	23.70	24.53	25.41	26.31	27.25	28.21	29.12	
	April 1, 2004	23.58	24.41	25.27	26.17	27.10	28.07	29.06	29.99	31.04
4	EMG Assistant									
	April 1, 2002	19.05	19.67	20.28	21.04	21.70	22.39	23.13		
	April 1, 2003	20.10	20.75	21.40	22.20	22.89	23.62	24.40		
	April 1, 2004	20.70	21.37	22.04	22.87	23.58	24.33	25.13		

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

PROFESSIONAL CLASSIFICATIONS

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
10	Audiologist III Speech Language Pathologist III (Clinical Scientist)									
	April 1, 2002	32.03	33.22	34.40	35.67	36.95	38.31	39.70	41.09	
	April 1, 2003	33.79	35.05	36.29	37.63	38.98	40.42	41.88	43.35	
	April 1, 2004	34.80	36.10	37.38	38.76	40.15	41.63	43.14	44.65	46.21

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
8	Clinical Engineer Early Childhood Development Specialist Rehabilitation Engineer Teacher of the Hearing Impaired II									
	April 1, 2002	26.54	27.51	28.50	29.57	30.65	31.73	32.91	34.06	
	April 1, 2003	28.00	29.02	30.07	31.20	32.34	33.48	34.72	35.93	
	April 1, 2004	28.84	29.89	30.97	32.14	33.31	34.48	35.76	37.01	38.31
7	Certified Prosthetist									
	April 1, 2002	26.10	27.07	28.08	29.10	30.19	31.30	32.43	33.57	
	April 1, 2003	27.54	28.56	29.62	30.70	31.85	33.02	34.21	35.42	
	April 1, 2004	28.37	29.42	30.51	31.62	32.81	34.01	35.24	36.48	37.76
6	Exercise Specialist									
	April 1, 2002	25.15	26.09	27.01	28.02	29.03	30.11	31.19	32.29	
	April 1, 2003	26.53	27.52	28.50	29.56	30.63	31.77	32.91	34.07	
	April 1, 2004	27.33	28.35	29.36	30.45	31.55	32.72	33.90	35.09	36.32
4	Recreation Therapist Rehabilitation I Teacher of the Hearing Impaired I									
	April 1, 2002	23.58	24.39	25.33	26.25	27.22	28.22	29.29	30.31	
	April 1, 2003	24.88	25.73	26.72	27.69	28.72	29.77	30.90	31.98	
	April 1, 2004	25.63	26.50	27.52	28.52	29.58	30.66	31.83	32.94	34.09
2A	Mental Health Therapist II									
	April 1, 2002	20.44	21.14	21.97	22.75	23.62	24.47	25.32	26.21	
	April 1, 2003	21.56	22.30	23.18	24.00	24.92	25.82	26.71	27.65	
	April 1, 2004	22.21	22.97	23.88	24.72	25.67	26.59	27.51	28.48	29.48
1	Early Childhood Development Therapist Mental Health Therapist I									
	April 1, 2002	20.03	20.74	21.54	22.31	23.16	23.99	24.86	25.72	
	April 1, 2003	21.13	21.88	22.72	23.54	24.43	25.31	26.23	27.13	
	April 1, 2004	21.76	22.54	23.40	24.25	25.16	26.07	27.02	27.94	28.92

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

6.2.2 Hours of Work

(A) Amend Article 10.02 by adding (d) as follows:

"(d) Flexible Hours of Work Meal and Rest Periods

The provisions of Article 10.02(b) and (c) do not apply for employees working flexible hours of work as per Article 10.04 below."

(B) Replace Article 10.04 in its entirety by the following:

"10.04 (a) Flexible hours of work may be implemented where mutually agreed between the Employer and the employee as follows:

Where the employee requests to work flexible hours, she shall be responsible to ensure the average hours worked are seven and three-quarter (7 3/4) hours per day and thirty eight and three-quarter (38 3/4) hours per week. Hours of work shall be averaged over a period which is mutually agreed to, in writing, between the Employer and the employee.

Time worked in excess of seven and three-quarter (7 3/4) hours in a day on direct or indirect patient care will result in the employee receiving compensating time off at an hour for hour basis. Such compensating time off may be banked and taken at a mutually agreeable time.

If the Employer requires the employee's attendance at an evening or weekend activity or program, hours worked in excess of seven and three-quarter (7 3/4) hours will be at overtime rates as per Article 12.

(b) Modified hours of work may be implemented where mutually agreed between the Employer and the Association as per Article 45."

6.2.3 Salaries

Amend Article 14 by adding 14.10 as follows:

"14.10 Employees who are classified as Prosthetics and Orthotics Technicians who are graduates of the "Clinical" programs currently taught at British Columbia Institute of Technology and at George Brown-Westpark shall be placed at one (1) step higher on the salary scale than is warranted by years of service in the classification and shall further progress normally up the scale on anniversary dates thereafter."

6.2.4 Christmas and Summer Closure

(a) It is recognized that, given the nature of the operations of the Glenrose Rehabilitation Hospital, patient levels and workloads in some programs may be reduced over the summer months and during the Christmas Holiday period.

- (b) Therefore, the Employer shall provide at least eight (8) weeks written notice to those affected employees of the days or periods of time when departments will be closed, or operating at reduced staff levels for the summer period and at least four (4) weeks written notice for the Christmas Holiday period.
- (c) Those affected employees will be given the option of taking a leave of absence, vacation, an advance of vacation, banked overtime, a combination thereof, or a layoff. In the event the employee requests a layoff, Article 30 will not apply. The Employer will consider requests from employees to work rather than take time off.
- (d) Seniority shall be the determining factor when there is a dispute regarding employees' preference for working or taking time off. Employees failing to exercise their seniority rights within two (2) weeks of the date of notice shall forfeit their rights to exercise seniority with respect to that notice.

6.2.5 Modified Work Day

Article 45.05(B) is amended by adding (e) as follows:

"(e) Flexible Hours of Work Meal and Rest Periods

The provisions of Article 10.02(c) and (d) above do not apply for employees working flexible hours of work as per Article 10.04."

ITEM 3: LOCAL CONDITIONS APPLICABLE TO THE ROYAL ALEXANDRA HOSPITAL

6.3.1 The Parties agree that a Respiratory Therapist I who has satisfactorily completed Hospital ECMO training and is working on an ECMO case shall be paid for all such hours worked at the corresponding step of the salary range at the Respiratory Therapist II level.

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

TECHNICAL CLASSIFICATIONS

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
6	Pharmacy Technician II									
	April 1, 2002	21.70	22.46	23.25	24.09	24.94	25.83	26.74	27.60	
	April 1, 2003	22.89	23.70	24.53	25.41	26.31	27.25	28.21	29.12	
	April 1, 2004	23.58	24.41	25.27	26.17	27.10	28.07	29.06	29.99	31.04

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ITEM 4: TRANSFER AND INTERMINGLING

6.4.1. Preamble

- 1.1 In recognition of the consolidated bargaining unit representing paramedical technical and paramedical professional employees at Capital Health facilities, the Parties agree to the following terms respecting transfers and intermingling of Capital Health paramedical technical and paramedical professional employees in Capital Health facilities.
- 1.2 These terms apply notwithstanding any other terms of the Collective Agreement currently in effect between the Parties, and form part of this Collective Agreement.

6.4.2 Program Transfers

- 2.1 When a program is transferred from one (1) site to another, employees in the program directly affected by the transfer shall be entitled to transfer to available positions created at another site as a result of the transfer, provided employees have the ability to perform the work at the receiving site.
- 2.2 If there are insufficient positions available, between the number of positions being reduced AND the total of vacancies at the sending bargaining unit and additional positions at the receiving bargaining unit, a severance offering shall be made to employees in the program and classifications affected by the transfer (and any resulting displacement) at the sending bargaining unit, available up to a maximum of the shortfall between the total of the vacant FTE's at the sending bargaining unit and additional FTE's at the receiving bargaining unit AND the total FTE's being reduced at the sending bargaining unit. The severance offering shall be in accordance with clause 2.3 below.
- 2.3 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.
- 2.4 When a program is transferred from one site to another, Capital Health 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. If there are not sufficient volunteers to transfer with the program, Capital Health may require employees to transfer to available positions at the other site beginning with the least senior employees affected by the transfer, subject to their ability to perform the work.
- 2.5 Employees who transfer with a program pursuant to clause 2.4 above are transferring to positions which, but for the transfer, would not have been available to employees on recall.

- 2.6 When a transfer of a program occurs, Capital Health shall advise affected employees and the union at least twenty-one (21) days in advance of the transfer. Within seven (7) days of receipt of notice, employees shall advise Capital Health whether or not they wish to transfer, subject to clause 2.4 above.
- 2.7 Employees unable to transfer with a program because an insufficient number of positions were created by the transfer at the other site, and who have not been accepted for severance, shall receive layoff notice, and be permitted to exercise rights on layoff, as provided for in the Collective Agreement at the sending site.
- 2.8 When there is more than one 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 full-time equivalent positions directly affected by the transfer. For example, if the UAH will reduce by six (6) FTE's in a directly affected program, and the RAH will reduce by four (4) FTE's, then as a guideline, sixty percent (60%) of the positions at the receiving site would be offered to eligible UAH employees and forty percent (40%) would be offered to eligible RAH employees.
- 2.9 Subject to the principle of proportionality, and subject to employees possessing the ability to perform the work at the receiving site, if there are more volunteers to transfer than positions available at the receiving site, then positions shall be offered to eligible employees by order of seniority.
- 2.10 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. In this Schedule, the term "program" includes part of a program.
- 2.11 In the event of a dispute concerning the application of Item 6.4.2, an employee shall have the right to submit the dispute to expedited dispute resolution in accordance with the procedures contained in this Schedule.

6.4.3 Severance

- 3.1 The timing and extent of application periods for the severance offering upon program transfers between sites shall be determined by Capital Health. The severance program, when offered by Capital Health, 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 in the program and classifications affected by the program transfer (and any resulting displacement) at the sending site.

3.2 An approved severance shall be calculated as follows:

- the equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks;
- regular salary = (regularly scheduled hours of work as at date of application for the program) X (basic rate of pay);
- for the purposes of the program, continuous service will be calculated from the last date of hire recognized with Capital Health.

3.3 Capital Health shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of clause 2.4 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 full-time equivalency, or a comparable full-time equivalency. Capital Health reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

3.4 Employees on full layoff shall not be eligible to apply for severance. Capital Health will only consider a severance application from an employee on sick leave, WCB or LTD where the employee has provided medical evidence to Capital Health that they are fit to return to work.

3.5 Regular employees whose applications for severance are approved will terminate their employment and have no right of recall under provisions of the applicable Collective Agreement or this Schedule. Employees whose applications for severance are approved will not be eligible for rehire by Capital Health, or any Employer funded directly or indirectly by Capital Health, for the period of severance. Employees may be considered for hire by Capital Health, or by an Employer funded directly or indirectly by Capital Health, provided they repay Capital Health the difference, if any, on a prorated basis between the time they were unemployed and the length of time for which the severance was paid. For example, if an employee accepts severance from a full-time position, and is rehired to a half-time position, half way through the period covered by the severance, the employee would be required to repay one-quarter (1/4) of the total severance.

6.4.4 Layoffs and Recalls

4.1 Employees shall be laid off in accordance with the Collective Agreement at the site. Layoff shall be in reverse order of seniority within the affected site. Where the least senior employee subject to layoff at the affected site is not the least senior employee in the classification (which for purposes of this clause includes a lower-rated classification within the classification series) within the Capital

Health facilities, the employee shall be placed in a vacancy in their classification within the Capital Health facilities, provided they have the ability to perform the required work. Where no vacancy exists, Capital Health shall effect a vacancy by laying off the least senior employee in the classification in the Capital Health facilities whose position duties the employee has the ability to perform. Notwithstanding the above, Capital Health shall have the right to retain employees who would otherwise be laid off when layoff in accordance with this clause would result in retaining employees without the ability to perform the required work. An employee affected by layoff may elect not to displace a less senior employee at another site and be laid off without forfeiting recall rights.

- 4.2 Employees who are laid off shall be placed on a common Capital Health facilities recall list, in addition to site recall lists. Seniority on the common recall list shall be based on date of continuous employment in the bargaining unit.
- 4.3 Recalls to vacancies at Capital Health facilities shall occur first at the site where the vacancies exist, except that after recall of eligible employees on the recall list from the site where the vacancies exist, there shall then be recall of eligible employees from the common recall list, in order of seniority.
- 4.4 Laid off employees may refuse a recall to another site without affecting their recall rights under their Collective Agreement, provided there is another eligible employee who is recalled and accepts the recall to the vacancy. Where there are no employees who accept a notice of recall to another site, the senior employee on the regional recall list will be provided another recall, and if they refuse the recall to the other site, they shall be deemed to have forfeited their right of recall.

6.4.5 Applications for Vacancies

- 5.1 When Capital Health decides to fill a vacancy, notices of vacancy shall be posted at all Capital Health facilities in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located.
- 5.2 In making selections for promotion or transfer, selection protocol shall be in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located except as provided below. Capital Health facilities applicants external to the site where the vacancy is located shall have their seniority recognized, and shall be considered internal applicants.
- 5.3 Successful Capital Health facilities applicants external to the site where the vacancy is located shall transfer their accrued seniority and pension entitlements, their unused vacation and illness leave, and their pay increment level, up to the maximum level of entitlements in effect at the receiving bargaining unit. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods or waiting periods for benefit plans. Their 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.

6.4.6 Intermingling

- 6.1 Regular and temporary employees shall have designated home sites assigned by the Employer, where they work the majority of their regular hours on an ongoing basis.
- 6.2 Capital Health may assign employees between Capital Health facilities, for purposes of training, orientation, emergencies, and general operating requirements, on an intermittent basis, provided the majority of their hours worked over each six (6) month period are at their home site, or on a temporary basis up to six (6) months per assignment [three (3) months when the assignment is involuntary]. When making these assignments, Capital Health will request volunteers from amongst employees in the program who are readily available for the assignment and who have the ability to perform the required work. When there are insufficient volunteers for the required work Capital Health may assign employees, beginning with the least senior employee, provided they have the ability to perform the work. Capital Health is not obliged to assign an employee to another site in accordance with this provision where the assignment will result in an overtime payment.
- 6.3 Employees assigned to work at another site in accordance with clause 6.2 above shall be reimbursed for necessary travel expenses between sites in the course of a shift, in accordance with the Collective Agreement at the employee's home site, or in accordance with Employer policy where the agreement does not provide for travel expenses.
- 6.4 Employees assigned to another site in accordance with clause 5.2 above shall continue to be governed by the terms of the Collective Agreement at their home site.
- 6.5 The Employer shall provide a minimum of three (3) days notice to the Union and employees for assignments to other sites resulting from general operational requirements. Unions shall be notified of assignments to other sites for emergency purposes within forty-eight (48) hours of the assignment. Employees may waive their requirement for notice before accepting an assignment to another site. Where the general operating requirements will be ongoing, three (3) days notice to Unions and employees shall only be required prior to the initial assignment.
- 6.6 In the event of a dispute concerning the application of Provision 6 (Intermingling) either party may submit the dispute to expedited dispute resolution in accordance with the procedures contained in this schedule.

6.4.7 Addition of Parties

- 7.1 With the consent of all parties, additional Employers and bargaining units of paramedical technical and paramedical professional employees may be added as parties to this agreement, or part of this agreement, on terms consistent with the provisions of this agreement.

6.4.8 Expedited Dispute Resolution

- 8.1 In the event of a dispute concerning the application of Item 6.4.2 or Item 6.4.5, an employee or Capital Health may submit a dispute to expedited dispute resolution in accordance with this Schedule. The dispute shall be submitted in writing directly to other affected parties within five (5) calendar days of the date the employee or Capital Health become aware of, or reasonably should have become aware of, the occurrence of the act causing the dispute.
- 8.2 If the Parties are unable to resolve the dispute within five (5) calendar days of the written submission of the dispute, it shall be immediately referred to arbitration. All arbitrations shall be conducted before a single arbitrator agreed to by the Parties. Failing agreement, the Chair of the Labour Relations Board shall appoint an arbitrator who is available within the required time lines.
- 8.3 The arbitrator shall meet with the Parties and hear the dispute within five (5) calendar days of appointment, and shall render a decision within five (5) calendar days of the hearing. An arbitrator may render an oral decision. Decisions of arbitrators under this procedure shall not be referred to as precedents by any party in subsequent proceedings.
- 8.4 If an arbitrator is unable to meet to hear a dispute within five (5) calendar days of appointment, the Parties shall agree upon, or request the appointment of, a new arbitrator who can hear the dispute within five (5) calendar days.
- 8.5 Failure to adhere to time limits in this clause, shall not preclude a party from advancing a dispute to arbitration, or preclude an arbitrator from deciding a dispute, in as timely a manner as possible in the circumstances.
- 8.6 Costs of the arbitrator shall be shared equally between the Parties.

6.4.9 Termination of Agreement

- 9.1 This agreement shall terminate when one of the following events occur:
- (a) at any time with the agreement of both parties;
 - (b) upon a final determination by the Labour Relations Board, on application by either party, pursuant to Section 11(4) of the Labour Relations Code, that the provisions of this agreement no longer serve labour relations

purposes between the Parties; in making a determination the Labour Relations Board shall apply the same labour relations principles which it would apply in determining whether or not a consolidated bargaining unit remains an appropriate unit for collective bargaining purposes.

9.2 Termination of this agreement pursuant to clause 8.2 shall not prejudice the right of either party to subsequently make application to the Labour Relations Board concerning the structure of paramedical technical and paramedical professional bargaining unit in the Capital Health facilities, or otherwise.

9.3 Any Collective Agreement between the Parties in force at the time of termination of this agreement shall survive expiry of this agreement, and shall remain in force in accordance with its terms, and provisions of the Labour Relations Code.

ITEM 5: LOCAL CONDITIONS APPLICABLE TO PARKLAND COUNTY FACILITIES ONLY

6.5.1 The following classification and salary scales shall be included in the Salaries Appendix:

PROFESSIONAL CLASSIFICATIONS

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u> (LSI*)
7	Health Services Educator									
	April 1, 2002	26.10	27.07	28.08	29.10	30.19	31.30	32.43	33.57	
	April 1, 2003	27.54	28.56	29.62	30.70	31.85	33.02	34.21	35.42	
	April 1, 2004	28.37	29.42	30.51	31.62	32.81	34.01	35.24	36.48	37.76
6	Mental Health Therapist									
	April 1, 2002	25.15	26.09	27.01	28.02	29.03	30.11	31.19	32.29	
	April 1, 2003	26.53	27.52	28.50	29.56	30.63	31.77	32.91	34.07	
	April 1, 2004	27.33	28.35	29.36	30.45	31.55	32.72	33.90	35.09	36.32

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ITEM 6: LOCAL CONDITIONS APPLICABLE TO ALBERTA HOSPITAL EDMONTON ONLY

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

TECHNICAL CLASSIFICATIONS

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
7	Electronics Technician II Neuropsychology Technician									
	April 1, 2002	23.49	24.19	24.98	25.73	26.56	27.39	28.27	29.17	
	April 1, 2003	24.78	25.52	26.35	27.15	28.02	28.90	29.82	30.77	
	April 1, 2004	25.52	26.29	27.14	27.96	28.86	29.77	30.71	31.69	32.80
6	Assessment/Behavioural Technician									
	April 1, 2002	21.70	22.46	23.25	24.09	24.94	25.83	26.74	27.60	
	April 1, 2003	22.89	23.70	24.53	25.41	26.31	27.25	28.21	29.12	
	April 1, 2004	23.58	24.41	25.27	26.17	27.10	28.07	29.06	29.99	31.04

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

PROFESSIONAL CLASSIFICATIONS

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 (LSI*)
6	Counsellor III									
	April 1, 2002	25.15	26.09	27.01	28.02	29.03	30.11	31.19	32.29	
	April 1, 2003	26.53	27.52	28.50	29.56	30.63	31.77	32.91	34.07	
	April 1, 2004	27.33	28.35	29.36	30.45	31.55	32.72	33.90	35.09	36.32
4	Behavioural Specialist Counsellor II									
	April 1, 2002	23.58	24.39	25.33	26.25	27.22	28.22	29.29	30.31	
	April 1, 2003	24.88	25.73	26.72	27.69	28.72	29.77	30.90	31.98	
	April 1, 2004	25.63	26.50	27.52	28.52	29.58	30.66	31.83	32.94	34.09
3	Psychology Assistant II									
	April 1, 2002	22.87	23.71	24.56	25.50	26.44	27.39	28.41	29.39	
	April 1, 2003	24.13	25.01	25.91	26.90	27.89	28.90	29.97	31.01	
	April 1, 2004	24.85	25.76	26.69	27.71	28.73	29.77	30.87	31.94	33.06
1	Counsellor I									
	April 1, 2002	20.03	20.74	21.54	22.31	23.16	23.99	24.86	25.72	
	April 1, 2003	21.13	21.88	22.72	23.54	24.43	25.31	26.23	27.13	
	April 1, 2004	21.76	22.54	23.40	24.25	25.16	26.07	27.02	27.94	28.92
1A	Rehabilitation Practitioner									
	April 1, 2002	19.41	20.15	20.87	21.64	22.43	23.27	24.13	24.97	
	April 1, 2003	20.48	21.26	22.02	22.83	23.66	24.55	25.46	26.34	
	April 1, 2004	21.09	21.90	22.68	23.51	24.37	25.29	26.22	27.13	28.08

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ITEM 7: ALBERTA HOSPITAL EDMONTON - GENERAL

- 6.7.1 An employee shall not be charged a fee for parking at Alberta Hospital Edmonton. The Employer agrees not to implement any fee for parking, and furthermore agrees that there shall be no restriction as to the location of where on the premises an employee shall be entitled to park with the only exception being those locations which exist as reserved parking stalls.

ADDENDUM #7

LOCAL CONDITIONS APPLICABLE TO THE CARITAS HEALTH GROUP

ITEM 1: LOCAL CONDITIONS APPLICABLE TO CARITAS HEALTH GROUP (THE GENERAL HOSPITAL (GREY NUNS) OF EDMONTON) ONLY

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

TECHNICAL CLASSIFICATIONS

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
6	Audiovisual Technician II									
	April 1, 2002	21.70	22.46	23.25	24.09	24.94	25.83	26.74	27.60	
	April 1, 2003	22.89	23.70	24.53	25.41	26.31	27.25	28.21	29.12	
	April 1, 2004	23.58	24.41	25.27	26.17	27.10	28.07	29.06	29.99	31.04

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ITEM 2: LOCAL CONDITIONS APPLICABLE TO CARITAS HEALTH GROUP (MISERICORDIA COMMUNITY HOSPITAL)

7.2.1 The following classification and salary scales shall be included in the Salaries Appendix:

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
6	Dental Assistant II									
	April 1, 2002	21.70	22.46	23.25	24.09	24.94	25.83	26.74	27.60	
	April 1, 2003	22.89	23.70	24.53	25.41	26.31	27.25	28.21	29.12	
	April 1, 2004	23.58	24.41	25.27	26.17	27.10	28.07	29.06	29.99	31.04

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ITEM 3: TRANSFER AND INTERMINGLING AGREEMENT

The Parties hereby agree:

7.3.1 Preamble

- 1.1 HSAA is the bargaining agent for CHG employees in the paramedical technical and paramedical professional bargaining units at the Edmonton General Continuing Care Centre, Grey Nuns Community Hospital and (EG/GNH) the Misericordia Community Hospital (MH).

- 1.2 CHG the Employer of paramedical technical and paramedical professional employees at the EG/GNH and MH ("the CHG facilities").
- 1.3 The Parties hereby agree to the following inter-bargaining unit terms and conditions.

7.3.2 Transfers and Intermingling

- 2.1 The Parties agree to terms in Schedule A attached, affecting transfers and intermingling of CHG employees between existing paramedical technical bargaining units and existing paramedical professional bargaining units represented by HSAA at the CHG facilities.
- 2.2 The terms in Schedule A apply notwithstanding any other terms of Collective Agreements currently in effect between the Parties, and form part of those Collective Agreements.

7.3.3 Addition of Parties

- 3.1 With the consent of all parties, additional Employers and bargaining units of paramedical technical and/or paramedical professional employees may be added as parties to this agreement, or part of this agreement, on terms consistent with the provisions of this agreement.

7.3.4 Term of Agreement

- 4.1 This agreement shall continue up to March 31, 2005.
- 4.2 The provisions of this agreement may be amended with the consent of all parties.

7.3.5 Resolution of Disputes

- 5.1 Any dispute concerning this agreement, inclusive of Schedule A, shall be resolved by recourse to the grievance and arbitration procedures in the Collective Agreement between the Parties to the dispute of which Schedule A forms a part (or by any dispute resolution process incorporated in Schedule A).

Schedule A

Transfer and Intermingling Terms

1.0 Preamble

- 1.1 The Parties agree to the following terms respecting transfers and intermingling of CHG employees in existing paramedical technical and paramedical professional bargaining units in CHG facilities.
- 1.2 These terms apply notwithstanding any other terms of Collective Agreements currently in effect between the Parties, and form part of those Collective Agreements.

2.0 Transfers

- 2.1 When a program is transferred from one (1) bargaining unit to another, employees in the program directly affected by the transfer shall be entitled to transfer to available positions created within another bargaining unit as a result of the transfer, provided employees have the ability to perform the work at the receiving site.
- 2.2 If there are insufficient positions available, between the number of positions being reduced AND the total of vacancies at the sending bargaining unit and additional positions at the receiving bargaining unit, a severance offering shall be made to employees in the program and classifications affected by the transfer (and any resulting displacement) at the sending bargaining unit, available up to a maximum of the shortfall between the total of the vacant FTE's at the sending bargaining unit and additional FTE's at the receiving bargaining unit AND the total FTE's being reduced at the sending bargaining unit. The severance offering shall be in accordance with clause 3 below.
- 2.3 When a program is transferred from one (1) bargaining unit to another, and there will be layoffs following a severance offering as a result of the transfer, layoffs shall occur at the sending bargaining unit.
- 2.4 When a program is transferred from one (1) bargaining unit to another, CHG shall first seek employees from the program who wish to transfer voluntarily to available positions at the other bargaining unit, provided they have the ability to perform the work. If there are not sufficient volunteers to transfer with the program, CHG may require employees to transfer to available positions at the other bargaining unit beginning with the least senior employees affected by the transfer, subject to their ability to perform the work.

- 2.5 Employees who transfer with a program pursuant to clause 2.4 above are transferring to positions which, but for the transfer, would not have been available to employees on recall.
- 2.6 When a transfer of a program occurs, CHG shall advise affected employees and the union at least twenty-one (21) days in advance of the transfer. Within seven (7) days of receipt of notice, employees shall advise CHG whether or not they wish to transfer, subject to clause 2.4 above.
- 2.7 Employees who transfer with a program shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Employees shall be placed at the pay increment level closest to, but not less than, their existing rate of pay, up to the maximum rate for the classification in effect at the receiving bargaining unit. If an employee's rate of pay at the sending bargaining unit exceeds that of the position at the receiving bargaining unit, the employee's rate of pay shall be red-circled until the rate of pay at the receiving bargaining unit equals or exceeds the rate of pay from the sending bargaining unit. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods or waiting periods for benefit plans. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving bargaining unit, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving bargaining unit.
- 2.8 Employees unable to transfer with a program because an insufficient number of positions were created by the transfer at the other bargaining unit, and who have not been accepted for severance, shall receive layoff notice, and be permitted to exercise rights on layoff, as provided for in the Collective Agreement at the sending bargaining unit.
- 2.9 Subject to the principle of proportionality, and subject to employees possessing the ability to perform the work at the receiving bargaining unit, if there are more volunteers to transfer than positions available at the receiving bargaining unit, then positions shall be offered to eligible employees by order of seniority.
- 2.10 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. In this Schedule, the term "program" includes part of a program.
- 2.11 In the event of a dispute concerning the application of Article 2, an employee shall have the right to submit the dispute to expedited dispute resolution in accordance with the procedures contained in this Schedule.

3.0 Severance

- 3.1 The timing and extent of application periods for the severance offering upon transfers between bargaining units shall be determined by CGH. The program, when offered by CGH, 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 in the program and classifications affected by the program transfer (and any resulting displacement) at the sending bargaining unit.
- 3.2 An approved severance shall be calculated as follows:
- the equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks;
 - regular salary = (regularly scheduled hours of work as at date of application for the program) X (basic rate of pay);
 - for the purposes of the program, continuous service will be calculated from the last date of hire recognized with CHG.
- 3.3 CHG shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of clause 2.4 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 full-time equivalency, or a comparable full-time equivalency. CHG reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.
- 3.4 Employees on full layoff shall not be eligible to apply for severance. CHG will only consider a severance application from an employee on sick leave, WCB or LTD where the employee has provided medical evidence to CHG that they are fit to return to work.
- 3.5 Regular employees whose applications for severance are approved will terminate their employment and have no right of recall under provisions of the applicable Collective Agreement or this Schedule. Employees whose applications for severance are approved will not be eligible for rehire by CHG, Capital Health or any Employer funded directly or indirectly by Capital Health, for the period of severance. Employees may be considered for hire by CHG or Capital Health, or by an Employer funded directly or indirectly by Capital Health, provided they repay CHG the difference, if any, on a prorated basis between the time they were unemployed and the length of time for which the severance was paid. For example, if an employee accepts severance from a full-time position, and is rehired to a half-time position, half way through the period covered by the

severance, the employee would be required to repay one-quarter (1/4) of the total severance.

4.0 Layoffs and Recalls

- 4.1 Employees shall be laid off in accordance with the Collective Agreement at the bargaining unit. Layoff shall be in reverse order of seniority within the affected bargaining unit. Where the least senior employee subject to layoff at the affected bargaining unit is not the least senior employee in the classification (which for purposes of this clause includes a lower-rated classification within the classification series) within the CHG facilities, the employee shall be placed in a vacancy in their classification within the CHG facilities, provided they have the ability to perform the required work. Where no vacancy exists, CHG shall effect a vacancy by laying off the least senior employee in the classification in the CHG facilities whose position duties the employee has the ability to perform. Notwithstanding the above, CHG shall have the right to retain employees who would otherwise be laid off when layoff in accordance with this clause would result in retaining employees without the ability to perform the required work. An employee affected by layoff may elect not to displace a less senior employee within another bargaining unit and be laid off without forfeiting recall rights.
- 4.2 Employees who are laid off shall be placed on a common CHG facilities recall list, in addition to bargaining unit recall lists. Seniority on the common recall list shall be based on date of continuous employment in the bargaining unit.
- 4.3 Recalls to vacancies at CHG facilities shall be in accordance with the Collective Agreement at the site where the vacancies exist, except that after recall of eligible employees on the recall list from the bargaining unit where the vacancies exist, there shall then be recall of eligible employees from the common recall list, in order of seniority.
- 4.4 Laid off employees may refuse a recall to another site without affecting their recall rights under their Collective Agreement, provided there is another eligible employee who is recalled and accepts the recall to the vacancy. Where there are no employees who accept a notice of recall to another site, the senior employee on the recall list will be provided another recall, and if they refuse the recall to the other site, they shall be deemed to have forfeited their right of recall.

5.0 Applications for Vacancies

- 5.1 When CHG decides to fill a vacancy, notices of vacancy shall be posted at all CHG facilities in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located.

- 5.2 In making selections for promotion or transfer, selection protocol shall be in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located except as provided below. CHG facilities applicants external to the bargaining unit where the vacancy is located shall have their seniority recognized, and shall be considered internal applicants.
- 5.3 Successful CHG facilities applicants external to the bargaining unit where the vacancy is located shall transfer their accrued seniority and pension entitlements, their unused vacation and illness leave, and their pay increment level, up to the maximum level of entitlements in effect at the receiving bargaining unit. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods or waiting periods for benefit plans. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving bargaining unit, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving bargaining unit.

6.0 **Intermingling**

- 6.1 Regular and temporary employees shall have designated home sites assigned by the Employer, where they work the majority of their regular hours on an ongoing basis.
- 6.2 CHG may assign employees between CHG facilities, for purposes of training, orientation, emergencies, and general operating requirements, on an intermittent basis, provided the majority of their hours worked over each six (6) month period are at their home site, or on a temporary basis up to six (6) months per assignment [three (3) months when the assignment is involuntary]. When making these assignments, CHG will request volunteers from amongst employees in the program who are readily available for the assignment and who have the ability to perform the required work. When there are insufficient volunteers for the required work CHG may assign employees, beginning with the least senior employee, provided they have the ability to perform the work. CHG is not obliged to assign an employee to another bargaining unit in accordance with this provision where the assignment will result in an overtime payment.
- 6.3 Employees assigned to work within another bargaining unit in accordance with clause 6.2 above shall be reimbursed for necessary travel expenses between sites in the course of a shift, in accordance with the Collective Agreement at the employee's home site, or in accordance with Employer policy where the agreement does not provide for travel expenses.
- 6.4 Employees assigned to another bargaining unit in accordance with clause 6.2 above shall continue to be governed by the terms of the Collective Agreement at their home site.

- 6.5 The Employer shall provide a minimum of three (3) days notice to the Union and employees for assignments to other sites resulting from general operational requirements. Unions shall be notified of assignments to other sites for emergency purposes within forty-eight (48) hours of the assignment. Employees may waive their requirement for notice before accepting an assignment to another site. Where the general operating requirements will be ongoing, three (3) days notice to Unions and employees shall only be required prior to the initial assignments.
- 6.6 In the event of a dispute concerning the application of Provision 6 of Schedule A either party may submit the dispute to expedited dispute resolution in accordance with the procedures contained in this schedule.

7.0 Portability of Seniority

- 7.1 Employees who transfer to another CHG facility due to program transfer, layoff and recall, or applications for vacancies, shall transfer their accrued seniority.

8.0 Expedited Dispute Resolution

- 8.1 In the event of a dispute concerning the application of Provision 2 of Schedule A (Transfers) or Provision 6 of Schedule A (Intermingling), an employee or CHG may submit a dispute to expedited dispute resolution in accordance with this Schedule. The dispute shall be submitted in writing directly to other affected parties within five (5) calendar days of the date the employee or CHG become aware of, or reasonably should have become aware of, the occurrence of the act causing the dispute.
- 8.2 If the Parties are unable to resolve the dispute within five (5) calendar days of the written submission of the dispute, it shall be immediately referred to arbitration. All arbitrations shall be conducted before a single arbitrator agreed to by the Parties. Failing agreement, the Chair of the Labour Relations Board shall appoint an arbitrator who is available within the required time lines.
- 8.3 The arbitrator shall meet with the Parties and hear the dispute within five (5) calendar days of appointment, and shall render a decision within five (5) calendar days of the hearing. An arbitrator may render an oral decision. Decisions of arbitrators under this procedure shall not be referred to as precedents by any party in subsequent proceedings.
- 8.4 If an arbitrator is unable to meet to hear a dispute within five (5) calendar days of appointment, the Parties shall agree upon, or request the appointment of, a new arbitrator who can hear the dispute within five (5) calendar days.

- 8.5 Failure to adhere to time limits in this clause, shall not preclude a party from advancing a dispute to arbitration, or preclude an arbitrator from deciding a dispute, in as timely a manner as possible in the circumstances.
- 8.6 Costs of the arbitrator shall be shared equally between the Parties.

ADDENDUM #8

LOCAL CONDITIONS APPLICABLE TO THE CAPITAL HEALTH AND THE CARITAS HEALTH GROUP

ITEM 1: TRANSFERS, VACANCIES AND SECONDMENTS

The Parties hereby agree:

8.1.1 Preamble

- 1.1 HSAA is the bargaining agent for Capital Health paramedical technical and paramedical professional employees, and for Capital Health employees in the paramedical technical and paramedical professional bargaining units at the Sturgeon Community Hospital (SCH) and the Leduc Community Hospital (LCH). Capital Health is the Employer of paramedical technical and paramedical professional employees the Capital Health facilities.
- 1.2 HSAA is the bargaining agent for the Caritas Health Group (CHG) employees in the paramedical technical and paramedical professional units at the Edmonton General Hospital (EGH), the Grey Nuns Community Hospital (GNH), and the Misericordia Community Hospital (MH). CHG is the Employer of paramedical technical and paramedical professional employees at the EGH, GNH, and MH (the CHG facilities).

8.1.2 Transfers

- 2.1 HSAA, Capital Health and CHG agree to terms in Schedule A attached, affecting transfers and secondments of Capital Health and CHG employees between paramedical technical and paramedical professional bargaining units represented by HSAA at the Capital Health and those at CHG facilities and related severance provisions.

8.1.3 Application for Vacancies and Secondments

- 3.1 HSAA, Capital Health and CHG agree to the terms of Schedule A attached, affecting application for vacancies and secondments between paramedical technical and paramedical professional bargaining units represented by HSAA at the Capital Health and those at CHG facilities.

8.1.4 Application

- 4.1 In the event of a conflict between the terms of this agreement, including Schedule A, and terms of Collective Agreements currently in effect between HSAA, Capital Health and CHG, or in any successor Collective Agreement entered into during the term of this agreement, the terms of this agreement shall prevail. This agreement shall form a part of the Collective Agreements currently in effect between HSAA, Capital Health and CHG, or in any successor Collective Agreement entered into during the term of this agreement.

8.1.5 Addition of Parties

- 5.1 With the consent of all parties to this agreement, additional Employers, bargaining agents, and bargaining units of paramedical technical employees may be added as parties to this agreement, on terms consistent with the provisions of this agreement.

8.1.6 Labour Relations Board Applications

- 6.1 The Parties hereby agree the existence and application of this agreement shall not be relied upon in support of any application seeking a common Employer declaration.

8.1.7 Term of Agreement

- 7.1 This agreement shall continue until the expiry of this Collective Agreement.
- 7.2 The provisions of this agreement may be amended with the consent of all parties.

8.1.8 Resolution of Disputes

- 8.1 Any dispute concerning this agreement, inclusive of Schedule A, shall be resolved by recourse to the grievance and arbitration procedures in the Collective Agreement between the Parties to the dispute (or by any dispute resolution process incorporated in Schedule A). The grievance and arbitration procedures in the Collective Agreement will be modified as necessary in cases where two (2) Employers are parties to a grievance.

Schedule A

Transfer, Severance and Secondment

1.0 Preamble

- 1.1 The Parties agree to the following terms respecting transfers, severance and secondment affecting Capital Health and/or CHG employees in paramedical technical and paramedical professional bargaining units in Capital Health and CHG facilities.
- 1.2 These terms apply notwithstanding any other terms of Collective Agreements currently in effect between the Parties, and form part of those Collective Agreements.

2.0 Transfers

- 2.1 When a program is transferred from one (1) Employer to another, employees in the program directly affected by the transfer shall be entitled to transfer to available positions created by the receiving Employer as a result of the transfer, provided employees have the ability to perform the work at the receiving site.
- 2.2 If there are insufficient positions available, between the number of positions being reduced AND the total of vacancies at the sending bargaining unit and additional positions at the receiving bargaining unit, a severance offering shall be made to employees in the program and classifications affected by the transfer (and any resulting displacement) at the sending bargaining unit, available up to a maximum of the shortfall between the total of the vacant FTE's at the sending bargaining unit and additional FTE's at the receiving bargaining unit AND the total FTE's being reduced at the sending bargaining unit. The severance offering shall be in accordance with clause 3 below.
- 2.3 When a program is transferred from one (1) bargaining unit to another, and there will be layoffs following a severance offering as a result of the transfer, layoffs shall occur at the sending bargaining unit.
- 2.4 When a program is transferred from one (1) bargaining unit to another, Capital Health or CHG 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. If there are not sufficient volunteers to transfer with the program, Capital Health or CHG may require employees to temporarily transfer to available positions at the other bargaining unit beginning with the least senior employees affected by the transfer, subject to their ability to perform the work, for a period of up to six (6) months. Upon realizing sufficient permanent staff to support the viability of the program, temporarily assigned employees shall be reassigned to the sending bargaining unit.

- 2.5 Employees who transfer with a program pursuant to clause 2.4 above are transferring to positions which, but for the transfer, would not have been available to employees on recall.
- 2.6 When a transfer of a program occurs, Capital Health and CHG shall advise affected employees and the union at least twenty-one (21) days in advance of the transfer. Within seven (7) days of receipt of notice, employees shall advise Capital Health or CHG whether or not they wish to transfer, subject to clause 2.4 above.
- 2.7 Employees who transfer with a program shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Employees shall be placed at the pay increment level closest to, but not less than, their existing rate of pay, up to the maximum rate for the classification in effect at the receiving bargaining unit. If an employee's rate of pay at the sending bargaining unit exceeds that of the position at the receiving bargaining unit, the employee's rate of pay shall be red-circled until the rate of pay at the receiving bargaining unit equals or exceeds the rate of pay from the sending bargaining unit. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving bargaining unit, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving bargaining unit.
- 2.8 Employees unable to transfer with a program because an insufficient number of positions were created by the transfer at the other bargaining unit, and who have not been accepted for severance, shall receive layoff notice, and be permitted to exercise rights on layoff, as provided for in the Collective Agreement at the sending site.
- 2.9 When there is more than one sending bargaining unit 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 full-time equivalent positions directly affected by the transfer. For example, if the UAH will reduce by six (6) FTE's in a directly affected program, and the GNH will reduce by four (4) FTE's, then as a guideline, sixty percent (60%) of the positions at the receiving bargaining unit would be offered to eligible UAH employees and forty percent (40%) would be offered to eligible GNH employees.

- 2.10 Subject to the principle of proportionality, and subject to employees possessing the ability to perform the work at the receiving bargaining unit, if there are more volunteers to transfer than positions available at the receiving bargaining unit, then positions shall be offered to eligible employees by order of seniority.
- 2.11 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. In this Schedule, the term "program" includes part of a program.
- 2.12 In the event of a dispute concerning the application of Article 2, an employee shall have the right to submit the dispute to expedited dispute resolution in accordance with this Schedule.

3.0 Severance

- 3.1 The timing and extent of application periods for the severance offering upon transfers between bargaining units shall be determined by Capital Health or CHG. The program, when offered by Capital Health or CHG, 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 in the program and classifications affected by the program transfer (and any resulting displacement) at the sending site.
- 3.2 An approved severance shall be calculated as follows:
- the equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks;
 - regular salary = (regularly scheduled hours of work as at date of application for the program) X (basic rate of pay);
 - for the purposes of the program, continuous service will be calculated from the last date of hire recognized with Capital Health or CHG.
- 3.3 Capital Health or CHG shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of clause 2.4 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 full-time equivalency, or a comparable full-time equivalency. Capital Health or CHG reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

- 3.4 Employees on full layoff shall not be eligible to apply for severance. Capital Health or CHG will only consider a severance application from an employee on sick leave, WCB or LTD where the employee has provided medical evidence to Capital Health or CHG that they are fit to return to work.
- 3.5 Regular employees whose applications for severance are approved will terminate their employment and have no right of recall under provisions of the applicable Collective Agreement. Employees whose applications for severance are approved will not be eligible for rehire by Capital Health, or any Employer funded directly or indirectly by Capital Health or CHG, for the period of severance. Employees may be considered for hire by Capital Health, or by an Employer funded directly or indirectly by Capital Health or CHG, provided they repay Capital Health or CHG the difference, if any, on a prorated basis between the time they were unemployed and the length of time for which the severance was paid. For example, if an employee accepts severance from a full-time position, and is rehired to a half-time position, half way through the period covered by the severance, the employee would be required to repay one-quarter (1/4) of the total severance.

4.0 Applications for Vacancies

- 4.1 When Capital Health or CHG decides to fill a vacancy, notices of vacancy shall be posted at all Capital Health and CHG facilities in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located.
- 4.2 In making selections for promotion or transfer, selection protocol shall be in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located.
- 4.3 Successful Capital Health or CHG applicants external to the Employer where the vacancy is located shall transfer their accrued seniority and pension entitlements, their unused vacation and illness leave, and their pay increment level, up to the maximum level of entitlements in effect at the receiving bargaining unit. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving bargaining unit, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving site.

5.0 Secondments

- 5.1 Regular and temporary employees shall have designated home sites assigned by the Employer, where they work the majority of their regular hours on an ongoing basis.
- 5.2 Capital Health or CHG may assign employees between Capital Health and CHG facilities, for purposes of training, orientation or special projects, on an

intermittent basis where the majority of their hours worked over each six (6) month period are with their Employer, or on a temporary basis up to six (6) months per assignment [three (3) months when the assignment is involuntary].

- 5.3 Employees assigned to the other Employer in accordance with clause 5.2 above shall be reimbursed for necessary travel expenses between sites in the course of a shift, in accordance with the Collective Agreement at the employee's home site, or in accordance with Employer policy where the agreement does not provide for travel expenses.
- 5.4 Employees assigned to the other Employer in accordance with clause 5.2 above shall continue to be governed by the terms of the Collective Agreement at their home site.
- 5.5 The Employer shall provide a minimum of three (3) days notice to the Association and employees for assignments to the other Employer. Employees may waive their requirement for notice before accepting an assignment to another site. Where assignments will be ongoing, three (3) days notice to employees and Unions shall only be required prior to the initial assignment.
- 5.6 In the event of a dispute concerning the application of Article 5, either party may submit the dispute to expedited dispute resolution in accordance with the procedures contained in this schedule.

6.0 Portability of Seniority

- 6.1 Employees who transfer between Capital Health and CHG due to program transfer, or applications for vacancies, shall transfer their accrued seniority.

7.0 Expedited Dispute Resolution

- 7.1 In the event of a dispute concerning the application of Article 2: Program Transfers, and Article 5: Secondments, an employee or the Employer(s) may submit a dispute to expedited dispute resolution in accordance with this schedule. The dispute shall be submitted in writing directly to other affected parties within five (5) calendar days of the date the employee or Employer(s) become aware of, or reasonably should have become aware of, the occurrence of the act causing the dispute.
- 7.2 If the Parties are unable to resolve the dispute within five (5) calendar days of the written submission of the dispute, it shall be immediately referred to arbitration. All arbitrations shall be conducted before a single arbitrator agreed to by the Parties. Failing agreement, the Chair of the Labour Relations Board shall appoint an arbitrator who is available within the required time lines.

- 7.3 The arbitrator shall meet with the Parties and hear the dispute within five (5) calendar days of appointment, and shall render a decision within five (5) calendar days of the hearing. An arbitrator may render an oral decision. Decisions of arbitrators under this procedure shall not be referred to as precedents by any party in subsequent proceedings.
- 7.4 If an arbitrator is unable to meet to hear a dispute within five (5) calendar days of appointment, the Parties shall agree upon, or request the appointment of, a new arbitrator who can hear the dispute within five (5) calendar days.
- 7.5 Failure to adhere to time limits in this clause, shall not preclude a party from advancing a dispute to arbitration, or preclude an arbitrator from deciding a dispute, in as timely a manner as possible in the circumstances.
- 7.6 Costs of the arbitrator shall be shared equally between the Parties.

ADDENDUM #9

LOCAL CONDITIONS APPLICABLE TO THE ASPEN REGIONAL HEALTH AUTHORITY

ITEM 1: CLASSIFICATIONS

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

PROFESSIONAL CLASSIFICATIONS

<u>Pay Grade</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
	Speech Language Pathologist II									
	April 1, 2002	27.42	28.56	29.76	31.02	32.31	33.68	35.08	35.83	
	April 1, 2003	28.93	30.13	31.40	32.73	34.09	35.53	37.01	37.80	
	April 1, 2004	29.80	31.03	32.34	33.71	35.11	36.60	38.12	38.93	40.29
	Speech Language Pathologist I									
	April 1, 2002	25.29	26.36	27.47	28.61	29.81	31.06	32.38	33.16	
	April 1, 2003	26.68	27.81	28.98	30.18	31.45	32.77	34.16	34.98	
	April 1, 2004	27.48	28.64	29.85	31.09	32.39	33.75	35.18	36.03	37.29
7	Health Services Educator									
	April 1, 2002	26.10	27.07	28.08	29.10	30.19	31.30	32.43	33.57	
	April 1, 2003	27.54	28.56	29.62	30.70	31.85	33.02	34.21	35.42	
	April 1, 2004	28.37	29.42	30.51	31.62	32.81	34.01	35.24	36.48	37.76
6	Mental Health Therapist									
	April 1, 2002	25.15	26.09	27.01	28.02	29.03	30.11	31.19	32.29	
	April 1, 2003	26.53	27.52	28.50	29.56	30.63	31.77	32.91	34.07	
	April 1, 2004	27.33	28.35	29.36	30.45	31.55	32.72	33.90	35.09	36.32

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ADDENDUM #10

**LOCAL CONDITIONS APPLICABLE TO
THE PEACE COUNTRY HEALTH REGION**

ITEM 1: REGIONAL BIOMEDICAL EQUIPMENT TECHNOLOGIST

10.1.1 The following classification and salary scale shall be included in the Salaries Appendix:

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
9	Regional Biomedical Equipment Technologist									
	April 1, 2002	25.07	25.86	26.67	27.56	28.42	29.32	30.28	31.23	
	April 1, 2003	26.45	27.28	28.14	29.08	29.98	30.93	31.95	32.95	
	April 1, 2004	27.24	28.10	28.98	29.95	30.88	31.86	32.91	33.94	35.13

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ADDENDUM #11

LOCAL CONDITIONS APPLICABLE TO THE NORTHERN LIGHTS REGIONAL HEALTH AUTHORITY

ITEM 1: MENTAL HEALTH REHABILITATION COUNSELLOR CLASSIFICATION

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

PROFESSIONAL CLASSIFICATIONS

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
4	Mental Health Rehabilitation Counsellor									
	April 1, 2002	23.58	24.39	25.33	26.25	27.22	28.22	29.29	30.31	
	April 1, 2003	24.88	25.73	26.72	27.69	28.72	29.77	30.90	31.98	
	April 1, 2004	25.63	26.50	27.52	28.52	29.58	30.66	31.83	32.94	34.09

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

ITEM 2: PUBLIC HEALTH INSPECTORS

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

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
5B	Public Health Inspector									
	April 1, 2002	24.90	25.96	27.06	28.20	29.38	30.60	31.89	32.67	
	April 1, 2003	26.27	27.39	28.55	29.75	31.00	32.28	33.64	34.47	
	April 1, 2004	27.06	28.21	29.41	30.64	31.93	33.25	34.65	35.50	36.74

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

11.2.2 For Public Health Inspectors, Article 10.01 is amended as follows:

"Regular hours of work for a full-time Public Health Inspector, exclusive of meal periods, shall be:

- (a) seven and three-quarter (7 3/4) work hours per day,
- (b) five (5) shifts in one (1) week cycle, and
- (c) the normal work day shall commence at zero eight fifteen (0815) hours until sixteen hundred and thirty (1630) hours."

11.2.3 For Public Health Inspectors, Article 16.01(a) and (b) is amended as follows:

"A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Public Health Inspectors:

- (a) working a shift, wherein the majority of the hours of such shift falls within the period from sixteen hundred and thirty (1630) hours to zero seven hundred (0700) hours; or
- (b) for each regularly scheduled hour worked between sixteen hundred and thirty (1630) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between sixteen hundred and thirty (1630) hours and zero seven hundred (0700) hours."

ITEM 3: SPEECH LANGUAGE PATHOLOGISTS AND CHILD DEVELOPMENT EDUCATOR II

11.3.1 The following salary scale and other specified conditions of employment for the classifications specified shall apply:

Pay Grade	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9 (LSI*)</u>
Speech Language Pathologist II										
	April 1, 2002	27.42	28.56	29.76	31.02	32.31	33.68	35.08	35.83	
	April 1, 2003	28.93	30.13	31.40	32.73	34.09	35.53	37.01	37.80	
	April 1, 2004	29.80	31.03	32.34	33.71	35.11	36.60	38.12	38.93	40.29
Speech Language Pathologist I Child Development Educator II										
	April 1, 2002	25.29	26.36	27.47	28.61	29.81	31.06	32.38	33.16	
	April 1, 2003	26.68	27.81	28.98	30.18	31.45	32.77	34.16	34.98	
	April 1, 2004	27.48	28.64	29.85	31.09	32.39	33.75	35.18	36.03	37.29

* Long Service Increment (LSI) applicable to employees in accordance with Article 14.02(c) or 44.07(B).

11.3.2 Conditions of employment other than hours of work and salary would be as per the Collective Agreement for employees hired on or after May 13, 1997.

11.3.3 For employees employed in the above classifications as at May 13, 1997 other conditions would be handled as follows:

- (a) Vacation Accruals and Entitlements would remain at current rates but would graduate to the next vacation increment based on the Collective Agreement and the individual(s) years of service.
- (b) Sick Leave: All employees are currently eligible for up to one hundred and thirty (130) days maximum per year. When their individual banks deplete below that

maximum they will revert to the one hundred and twenty (120) day maximum specified in the Collective Agreement.

- (c) Seniority: Article 28.01(b) shall be amended to read:

"For casual employees whose status changes to regular or temporary, or someone subsequently determined by the Labour Relations Board or agreed to by the Parties as being in the bargaining unit, the "seniority date" shall be established by dividing their contiguous hours worked with the Employer by one thousand eight hundred and twenty-seven (1,827)."

- (d) Group Health Plans: Each existing employee currently enrolled in the previous Health Unit Benefit Plans will be given the option of transferring to the benefit plan as described in Article 25 of this Collective Agreement. Premium cost-sharing shall be in accordance with Article 25.03 of the Collective Agreement. Article 25 shall apply to employees employed after May 13, 1997. Anyone remaining enrolled in the Health Unit Plan who later opts out and would wish to re-enroll in such benefits, would be covered by the terms of Article 25 of this Collective Agreement.

- (e) Hours of Work:

- (i) Normal hours of work will fall between zero seven hundred (0700) and twenty hundred (2000) hours, Monday through Friday.
- (ii) Normal hours worked in a given week will not exceed forty (40) hours.
- (iii) Any hours worked in excess of the normal work week of the position are to be taken off as time in lieu at a mutually agreeable time/date as agreed between the employee and the Director within a five (5) week cycle. This time in lieu cannot be accrued to exceed one (1) working day, unless otherwise mutually agreed between the employee and their Supervisor.
- (iv) Employees may leave at the end of their normal shift and return to conduct scheduled evening sessions, to an average of one (1) per week.
- (v) Returning for normally scheduled evening sessions does not constitute an on-call situation.
- (vi) Any hours worked prior to zero seven hundred (0700) hours or after twenty hundred (2000) hours or after the normal shift schedule [i.e. sixteen hundred (1600) hours] not previously scheduled as an evening session, constitutes overtime hours and will be treated accordingly.
- (vii) This flex-time arrangement does not constitute nor will it be governed by the clauses of the Collective Agreement applying to an extended work day.

- (viii) This Item will apply to those employees employed in the affected classifications (Speech Language Pathologists and Child Development Educator II).
- (ix) Either party may, on written notice of forty-five (45) days to the other party, terminate this Agreement.

11.3.4 All other matters covered by the Collective Agreement and specified herein remain as per the Collective Agreement.

ITEM 4: SPEECH LANGUAGE PATHOLOGISTS ASSIGNED PRIMARILY TO SCHOOL SERVICES

11.4.1 This amendment applies to those Speech Language Pathologists assigned to primarily school services:

- (a) The scheduled hours for the affected employees will fall during the school calendar year (i.e. September to June inclusive).
- (b) The positions involved reflect point eight (.8) of a full-time equivalent based on the current one thousand eight hundred and twenty-seven (1,827) hours per year. This equals one thousand four hundred and sixty-one decimal six zero (1,461.60) hours per year.
- (c) The affected employees shall be required to use their vacation or unpaid leave of absence during the scheduled school closures (i.e. Christmas Break and Spring Break). The Christmas and Spring Breaks and three (3) days for Teachers' Convention are included in the calculation of each full-time equivalency.
- (d) Any remaining vacation entitlement in a given vacation year that exists beyond the school breaks in that vacation year shall be paid out at the end of June of each year.
- (e) In the event the affected employees work for gain during the Summer Break period, they must first advise the Employer accordingly, and must be prepared to waive all benefits while working for gain.
- (f) Employees requesting to maintain their benefits during July and August of a given year, must pay one hundred percent (100%) of the required premiums.

HSAA (TECHNICAL) FACILITIES COLLECTIVE AGREEMENT LIST

Chinook Health Region

- Chinook Regional Health Authority
- Coaldale Community Hospital Association, Ltd. - all employees at the Coaldale Health Care Centre when employed in a paramedical technical capacity
- St. Michael's Health Centre

Palliser Health Region

- all employees when employed in a paramedical technical capacity in Brooks
- all employees when employed in a paramedical technical capacity in Empress
- all employees when employed in a paramedical technical capacity in Medicine Hat
- all employees when employed in a paramedical technical capacity in Oyen

Calgary Health Region

- Calgary Regional Health Authority
- all employees at the Canmore General Hospital when employed in a paramedical technical capacity
- all employees at the Claresholm General Hospital when employed in a paramedical technical capacity
- all employees at the High River Hospital and Nursing Home when employed in a paramedical technical capacity
- Mineral Springs Hospital
- all employees at the Oilfields General Hospital when employed in a paramedical technical capacity
- all employees at Strathmore District Health Services when employed in a paramedical technical capacity
- all employees at the Vulcan Community Health Centre when employed in a paramedical technical capacity

David Thompson Health Region

- Alberta Hospital Ponoka
- all employees when employed in a paramedical technical capacity in Breton
- all employees when employed in a paramedical technical capacity in Coronation
- all employees when employed in a paramedical technical capacity in Didsbury
- all employees when employed in a paramedical technical capacity in Drayton Valley
- all employees when employed in a paramedical technical capacity in Drumheller
- all employees when employed in a paramedical technical capacity in Innisfail
- all employees when employed in a paramedical technical capacity in Lacombe
- all employees when employed in a paramedical technical capacity in Olds

- all employees of the Ponoka Hospital and Care Centre when employed in a paramedical technical capacity
- all employees when employed in a paramedical technical capacity in Red Deer
- all employees when employed in a paramedical technical capacity in Rocky Mountain House
- St. Mary's Health Care Centre
- all employees when employed in a paramedical technical capacity in Stettler
- all employees when employed in a paramedical technical capacity in Sundre
- all employees when employed in a paramedical technical capacity in Three Hills
- all employees when employed in a paramedical technical capacity in Wetaskiwin

East Central Health

- all employees of the Bashaw Health Centre when employed in a paramedical technical capacity
- Bethany Nursing Home of Camrose, Alberta - all employees when employed in a paramedical technical capacity at Rosehaven Care Centre
- all employees when employed in a paramedical technical capacity in Hardisty
- all employees when employed in a paramedical technical capacity in Islay
- all employees when employed in a paramedical technical capacity in Mannville
- Myrnam Municipal Hospital District No. 23
- St. Joseph's General Hospital
- St. Mary's Hospital
- all employees when employed in a paramedical technical capacity in Tofield
- Two Hills General and Auxiliary Hospital and Nursing Home District No. 42
- all employees when employed in a paramedical technical capacity in Vermilion
- all employees when employed in a paramedical technical capacity in Wainwright

Capital Health Region

- Alberta Hospital Edmonton
- Fort Saskatchewan General Hospital District No. 98
- all employees at or out of the Glenrose Rehabilitation Hospital, the Royal Alexandra Hospital, the University of Alberta Hospital, the Sturgeon Community Hospital and Health Centre and the Leduc Community Hospital and Health Centre when employed in a paramedical technical capacity
- Thorhild Country General Hospital District No. 103
- Caritas Health Group:
 - all employees in a paramedical technical capacity employed by the employer operating the Grey Nuns Hospital (Community Health Centre) and the Edmonton General Hospital
 - all employees in a paramedical technical capacity employed by the employer operating the Misericordia Hospital (Community Health Centre)

Aspen Regional Health Authority

- all employees when employed in a paramedical technical capacity in Athabasca
- all employees at the Barrhead Healthcare Centre when employed in a paramedical technical capacity
- Bonnyville Health Centre
- all employees when employed in a paramedical technical capacity in Boyle
- Elk Point General and Auxiliary Hospital and Nursing Home District No. 18
- all employees when employed in a paramedical technical capacity in Mayerthorpe
- Radway Health Care Centre
- St. Paul General and Auxiliary Hospital and Nursing Home District No. 36
- all employees when employed in a paramedical technical capacity in Slave Lake/Wabasca/Demerais
- Smoky Lake General and Auxiliary Hospital and Nursing Home District No. 73
- all employees when employed in a paramedical technical capacity in Swan Hills
- all employees when employed in a paramedical technical capacity in Whitecourt

Peace Health Region

- Beaverlodge-Hythe General and Auxiliary Hospital and Nursing Home District No. 32
- Fairview General and Auxiliary Hospital and Nursing Home District No. 59
- all employees when employed in a paramedical technical capacity in Fox Creek
- Grande Cache General & Auxiliary Hospital & Nursing Home District No. 63
- Grande Prairie General and Auxiliary Hospital and Nursing Home District No. 14
- Grimshaw/Berwyn General and Auxiliary Hospital & Nursing Home District No. 50
- all employees when employed in a paramedical technical capacity in High Prairie
- all employees when employed in a paramedical technical capacity in Manning
- all employees when employed in a paramedical technical capacity at the Peace River Community Health Centre
- all employees of the Sacred Heart Health Centre when employed in a paramedical technical capacity
- Valleyview General and Auxiliary Hospital and Nursing Home District No. 96

Northern Lights Health Region

- Fort McMurray General and Auxiliary Hospital and Nursing Home District No. 99
- Northwestern Regional Health Authority

HSA (PROFESSIONAL) FACILITIES COLLECTIVE AGREEMENT LIST

Chinook Health Region

- Chinook Regional Health Authority
- St. Michael's Health Centre

Palliser Health Region

- all employees when employed in a paramedical professional capacity in Medicine Hat

Calgary Health Region

- Calgary Regional Health Authority

David Thompson Health Region

- Alberta Hospital Ponoka

East Central Health

- all employees when employed in a paramedical professional capacity in Wainwright
- Bethany Nursing Home of Camrose, Alberta - all employees when employed in a paramedical professional capacity at Rosehaven Care Centre
- St. Joseph's General Hospital

Capital Health

- Alberta Hospital Edmonton
- all employees at or out of the Glenrose Rehabilitation Hospital, the Royal Alexandra Hospital, the University of Alberta Hospital, the Sturgeon Community Hospital and Health Centre and the Leduc Community Hospital and Health Centre when employed in a paramedical professional capacity
- Caritas Health Group:
 - all employees in a paramedical professional capacity employed by the employer operating the Grey Nuns Hospital (Community Health Centre) and the Edmonton General Hospital
 - all employees in a paramedical professional capacity employed by the employer operating the Misericordia Hospital (Community Health Centre)

Aspen Regional Health Authority

- all employees when employed in a paramedical professional capacity in Mayerthorpe

Peace Health Region

- Grande Prairie General and Auxiliary Hospital and Nursing Home District No. 14

Northern Lights Health Region

- all employees when employed in a paramedical professional capacity in Ward One of the Regional Municipality of Wood Buffalo