## Collective Agreement

#### between

# The Health Sciences Association of Alberta

(Paramedical Technical and Professional Employees)

- And -

## Alberta Health Services\*

#### and

Bethany Nursing Home of Camrose, Alberta
Bonnyville Health Centre
Caritas Health Group [Grey Nuns Hospital (Community Health Centre)
and the Edmonton General Hospital; and Misericordia Hospital
(Community Health Centre)]
Killam General Hospital
Mineral Springs Hospital - Banff
St. Joseph's General Hospital - Vegreville
St. Mary's Hospital - Camrose
St. Mary's Health Care Centre - Trochu
St. Michael's Health Centre - Lethbridge

April 1, 2008 to March 31, 2011

\*Chinook Health, Palliser Health Region, Calgary Health Region, David Thompson Health Region, East Central Health, Capital Health, Aspen Regional Health, Peace Country Health, Northern Lights Health Region

## HSAA PARAMEDICAL PROFESSIONAL/TECHNICAL EMPLOYEES

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THIS COLLECTIVE	AGREEMENT made this day of	A.D. 2008.
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, health 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 HBA Services exchange notice of ratification by their principals of this Collective Agreement, up to and including the thirty-first (31st) day of March, 2011, 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.
- An employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules that they would have received but for the termination of employment, upon the submission of a written application to the Employer within ninety (90) calendar days of the ratification of the Collective Agreement.

#### **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.
- "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 region or voluntary Employer organization.
- 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 twelve (12) months; or
- (ii) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of three (3) months; or
- (iii) to replace a full-time or part-time employee who is on 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 "Site" means the building or series of proximate buildings established by the Employer as a designated work location for employees.
- 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, and any amendments thereto (Informational list of participating Employers and Bargaining Certificate Numbers included after Local Conditions).
- 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.
- The Association shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted.
- 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 practiced by either party in respect of an employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, sexual orientation, 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.
- 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 employee.

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 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. 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. The written evaluation will notify the employee of any deficiencies and provide the employee with an opportunity to correct them during the probationary period. 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.

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.

9.04 If, in the opinion of the Employer, the employee is found to be unsatisfactory, the employee's probationary period may be extended if mutually agreed upon by the Association and the Employer. During the extended period, the employee shall be given regular feedback regarding her performance.

#### **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) <u>Availability During Meal Periods</u>

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.

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

- Modified hours of work may be implemented where mutually agreed between the Employer and the Association.
- 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 (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

#### **ARTICLE 11: WORK SCHEDULES AND SHIFTS**

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 (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) 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.
- In the event that an employee reports for work as scheduled and is required by the Employer not to commence work or 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.
- Should an employee report and commence work as scheduled and be required to cease work prior to completion of her scheduled shift or 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**

- 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.

- 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.
- 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 (1<sup>st</sup>) hour the employee reports for work.
- Rest periods and meal periods shall be provided in accordance with Article 10.02.
- 12.09 An employee who works more than four (4) hours of overtime immediately following a shift shall be provided with access to a meal at no cost.

#### **ARTICLE 13: ON-CALL DUTY**

- 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.
- 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.

- 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 (8<sup>th</sup>) 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.
- 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 and thirty cents (\$3.30) per hour; and
- (b) on days off and Named Holidays, the sum of four dollars and fifty cents(\$4.50) 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 site 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 site 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.
- 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) In the twelve (12) hour period immediately preceding an employee's next regularly scheduled shift an employee:
  - (i) who works more than six (6) hours pursuant to Article 13.07; or
  - (ii) is called back to work more than two times;

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) Due to operational circumstances where an employee cannot be provided eight (8) consecutive hours of rest in accordance with 13.09(a), she shall be paid at two times (2X) her basic rate of pay for all hours worked during what would have been the eight (8) hour rest period.
- (d) This provision is waived if the employee is granted a request for a shift exchange.
- 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 forty-six cents (\$0.46) or the kilometerage rate paid by the Government of Alberta, whichever is higher, per kilometre from the employee's residence and return. In those situations where Employer 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 site to her place of residence upon completion of the shift providing the employee uses this mode of transportation.
- 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 is consulted by telephone and is authorized to handle client related matters without returning to the workplace, 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 period between scheduled shifts. If the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the period between scheduled shifts 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 period between scheduled shifts. If the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the period between scheduled shifts is less than thirty (30) minutes, the employee shall be compensated at the applicable overtime rate for thirty (30) minutes.

#### **ARTICLE 14: SALARIES**

- 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 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.

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)

(i) 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/licensing/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/licensing/certifying examination, the salary of such employee shall be adjusted to the full rate retroactive to date of successful completion of the examination.

- (ii) 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.
- (b) Where applicable, an employee who has completed the required educational requirements of any of the paramedical professional classifications covered by this Collective Agreement and who has not yet fulfilled the requirements for licensure/registration shall be paid ninety percent (90%) of the starting rate for the applicable classification.

Upon providing proof of having completed registration requirements, the salary of such employee shall be adjusted to the full rate retroactive to the date of successful completion of the licensing/registration requirements. 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 (2<sup>nd</sup>) 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 (2<sup>nd</sup>) 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 Information Management Professionals, Respiratory Therapists, E.E.G. Technologists, Combined Laboratory and X-Ray Technologists 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:

	Monthly
<b>Hourly</b>	<b>Equivalent</b>
.59	\$100.00
ate .59	\$100.00
.59	\$100.00
.89	\$150.00
.59	\$100.00
.44	\$ 75.00
.89	\$150.00
.15	\$ 25.00
	.59 ate .59 .59 .89 .59 .44

(b) Those employees who, on the commencement date of this Collective 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**

Salary recognition shall be granted for work experience satisfactory to the Employer, (including experience in the private sector) provided not more than five (5) 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 five (5) 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) year's experience within the last six (6) years;
- (b) two (2) annual increments for two (2) year's experience within the last seven (7) years;
- (c) three (3) annual increments for three (3) year's experience within the last eight (8) years;
- (d) four (4) annual increments for four (4) year's experience within the last nine (9) years;

- (e) five (5) annual increments for five (5) year's experience within the last ten (10) years;
- (f) six (6) annual increments for six (6) year's experience within the last eleven (11) years;
- (g) seven (7) annual increments for seven (7) year's experience within the last twelve (12) years;
- (h) eight (8) annual increments for eight (8) year's experience within the last thirteen (13) 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 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.
- At the time of hire, the Employer shall advise employees in writing as to the applicable pay grade and step in the Salary Appendix, including reference to the recognition of previous experience.

#### **ARTICLE 16: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

#### 16.01 **Shift Differential**

- (a) Effective on the date of ratification, an evening shift differential of two dollars and fifty cents (\$2.50) 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 twenty-three hundred (2300) hours; or
  - (ii) employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than two (2) hours are worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours; or
  - (iii) to employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
    - Effective April 1, 2009: Increase to two dollars and seventy-five cents (\$2.75) per hour
- (b) Effective on the date of ratification, a night shift differential of four dollars and twenty-five cents (\$4.25) per hour shall be paid to:

- (i) employees working a shift wherein the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (ii) employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked within twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or
- (iii) to employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
  - Effective April 1, 2009: Increase to five dollars (\$5.00) per hour
- (c) Shift differential shall not be considered part of the basic hourly rate of pay.

#### 16.02 Weekend Premium

- (a) Effective on the date of ratification, a weekend premium of two dollars and seventy-five cents (\$2.75) 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.
    - Effective April 1, 2009: Increase to three dollars and twenty-five cents (\$3.25) per hour
- 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 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 one dollar (\$1.00) 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**

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 accordance with the provisions of Article 29.07. 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**

When an employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full shift or longer, the employee shall be paid an additional two dollars (\$2.00) per hour. An employee so assigned shall continue to be covered by the terms and conditions of the Collective Agreement.

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 callback 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) kilometres 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 site. The employee shall be reimbursed for reasonable and substantiated expenses incurred directly as a result of such duty.

#### (b) <u>Camp Allowance</u>

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**

Note: The Employer proposes that all changes to Article 20 will come into effect the first  $(1^{st})$  pay period following ninety (90) days from the date of ratification.

Please see the Letter of Understanding re: Guidelines for Determination of Requirement to Provide an Automobile.

20.01

- (a) When an employee is required by the Employer to provide an automobile for use in their employment, she shall be reimbursed at the rate of fifty-two cents (\$0.52) per kilometre or the highest non taxable per kilometre rate allowed by Canada Revenue Agency, whichever is higher for all required travel necessitating the use of their automobile, subject to the provisions of Article 20.04. An employee who is required to provide an automobile for use in their employment shall not be required to use an employer-provided automobile in place of their personal automobile.
- (b) (i) An employee who is not required to provide an automobile for use in their employment shall use an Employer-provided automobile when directed by the Employer.
  - (ii) When an Employer-provided automobile or alternate transportation is not available, an employee may choose to drive their own automobile and she shall be reimbursed at the rate of fifty point five cents (\$0.50) per kilometre or the kilometerage rate paid by the Government of Alberta, whichever is higher, subject to the provisions of Article 20.04.
- (c) (i) Where an employee is required by the Employer to provide an automobile for use, on all days of work, the employee shall be provided with parking proximate to her base location at no cost.
  - (ii) Where an employee is required by the Employer to provide an automobile for use on at least two (2) days per week but less than all days of work, the employee shall be provided with parking proximate to her base location at fifty percent (50%) of the monthly cost of parking.

Employees who currently do not pay for parking, shall be grandfathered to March 31, 2011 or until such time as the employee is no longer required to provide an automobile for use in her employment.

20.02

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		Cost of Personal Use		Reimbursement
Use Insurance Coverage		Insurance Coverage		to maximum
\$	Less	\$	=	of \$500.00
(Basic Age Group -		(Basic Age Group -		
Good Record)		Good Record)		

- 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.
- Each employee will be assigned a designated work location by the Employer for the purposes of calculation and administration of travel expenses. A designated work location may be a site, an office or a geographic location central to the assigned work area.
  - (a) Time spent traveling to the designated work location at the start of the day, or returning from the designated work location at the end of the day, is on the employee's own time and unpaid.
  - (b) For the first (1<sup>st</sup>) and last Employer authorized business of the working day, kilometreage shall not be paid for travel within the twenty-five (25) kilometre radius of the-designated work location.
  - (c) When the first or last Employer authorized business of the working day occurs outside the twenty-five (25) kilometre radius from the designated work location, kilometreage and time shall be paid for travel beyond the twenty-five (25) kilometre radius. If the first (1<sup>st</sup>) or last Employer authorized business of the day is outside of the twenty-five (25) kilometre radius but the employee travels less than twenty-five (25) kilometers, kilometerage and time shall not be paid.

## Kilometerage and time shall be paid for all travel on Employer authorized business during the course of a shift.

#### 20.05 **Subsistence**

Employees who are required to travel beyond a fifty (50) kilometre radius from the site or fifty (50) kilometres from their designated work area (where that work area exceeds a fifty (50) kilometre radius from their site) on business authorized by the Employer shall be reimbursed for expenses incurred as shown below, or in accordance with the Province of Alberta Regulations Governing Subsistence or Employer Policy, whichever is higher.

#### (a) Meals

Breakfast \$9.20 Lunch \$11.60 Supper \$20.75

Reimbursement for meals may be claimed as follows:

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

#### (b) Per Diem Allowance

A per diem allowance of seven dollars and thirty-five cents (\$7.35) may be claimed for each twenty-four (24) hour period while away from home.

#### (c) <u>Accommodation</u>

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

- (i) full reimbursement for approved hotel or motel accommodation upon the provision of a receipt;
- (ii) where no accommodation receipt is produced, a flat rate of twenty dollars and fifteen cents (\$20.15) may be claimed in lieu of the allowance claimable under sub-section (i).

#### 20.06 Miscellaneous Travel Cost

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

#### **ARTICLE 21: VACATION WITH PAY**

#### 21.01 **Definitions**

For the purpose of this Article:

(a)	"vacation"	means	annual	vacation	with	pay;
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(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 (1<sup>st</sup>) 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 (2<sup>nd</sup>) to ninth (9<sup>th</sup>) 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 (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) 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 (20<sup>th</sup>) and subsequent years of employment, an employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days.

#### (e) <u>Supplementary Vacation</u>

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date:

- (i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;
- (ii) upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;
- (iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;

- (iv) upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;
- (v) upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay.
- 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 An employee so assigned shall continue to be covered by the terms and conditions of the Collective 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.
- 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 (1) 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) (i) Subject to 21.05(b)(ii), the Employer shall grant the annual vacation to which the employee is entitled in one unbroken period.

- (ii) Upon the request of the employee, the Employer may grant an employee's request to divide the employee's vacation. Such request shall not be unreasonably denied.
- (e) The Employer shall post a vacation planner in January of each year. The vacation planner will include a deadline for submission of vacation requests and a date, not greater than four (4) weeks following the deadline for submissions, by which vacation requests made on the vacation planner will be approved or denied.

Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken.

All other requests for vacation will be considered on a first come first serve basis. These requests will be approved or denied within four (4) weeks of the request being submitted.

- 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.
- 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.
- When an employee's vacation is cancelled 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
Alberta Family Day
Good Friday
Victoria Day
Canada Day
August Civic Holiday

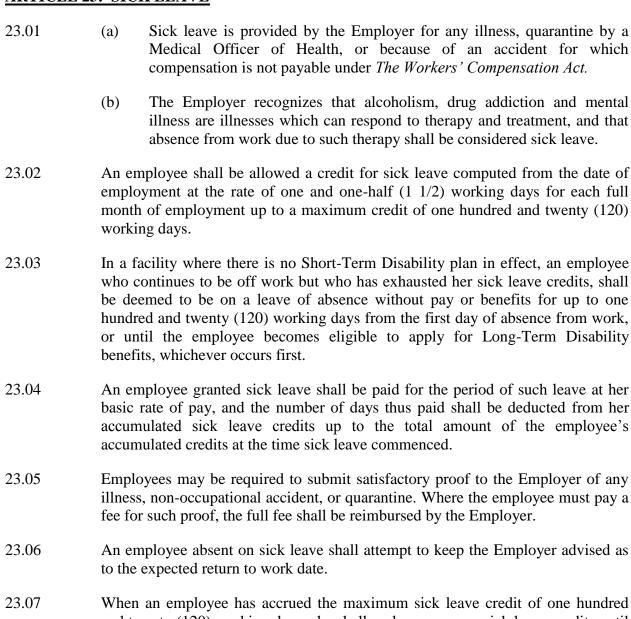
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

- (i) the Municipality in which the site 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 1<sup>st</sup> 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 site 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 (a) 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:
  - (i) one (1) days' pay; or
  - (ii) an alternate day off at a mutually agreed time; or
  - (iii) by mutual agreement, a day added to her next annual vacation; or
  - (iv) 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
  - (v) compensating time off, at her basic rate of pay, for all hours worked in excess of seven and three-quarter (7 3/4) hours.
  - (b) An employee obliged, in the course of duty to work on Christmas and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) her basic rate of pay plus.

- (i) one (1) days' pay; or
- (ii) an alternate day off at a mutually agreed time; or
- (iii) by mutual agreement, a day added to her next annual vacation; or
- (iv) 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
- (v) 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.
- 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.
- 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**



- 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.
- 23.08 Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted during any leave of absence.
- Sick leave credits shall accrue for the first (1<sup>st</sup>) month during periods of illness, injury, layoff, and/or leaves of absence in excess of one (1) month.

23.10

(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 23.10(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 23.10(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.

23.11

- (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 therefore. 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.

- 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 (1) 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.
- An employee may request in writing, once a year, the status of her sick leave entitlement.
- 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.
- 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, as amended or replaced.
  - (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 one thousand dollars (\$1,000.00) with an option for additional life insurance to at least twice annual earnings rounded to the next highest one thousand dollars (\$1,000.00)];
    - (ii) Accidental Death & Dismemberment Insurance (amount equal to group life insurance);

- (iii) Short-Term Disability (STD) [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 STD 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 STD 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 five hundred dollars (\$2,500.00) per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of two thousand five hundred dollars (\$2,500.00) per insured person.

# Effective April 1, 2010:

- (vi) 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 three thousand dollars (\$3,000.00) per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000.00) per insured person.
- (vii) 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, an "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. The Employer shall provide information regarding the "EI SUB Plan" to all employees when they request Parental Leave as per Article 33.06\*.
- 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.
- During the first twenty-four (24) months an employee is on LTD, 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 LTD for twenty-four (24) months subject to the requirements of Article 6.
- An employee shall cease to earn sick leave credits and vacation credits while on STD and LTD.
- 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.
- 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) HBA Services, on behalf of all Employers, 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 site, that Employer will provide a copy of its plan to the Association.
  - (b) HBA Services or the Employers, as applicable, shall advise the Association of all premium rate changes pursuant to Article 25.01(b).

## **ARTICLE 26: PENSION PLAN**

- 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.
- The Employer agrees that, in accordance with LAPP 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 LAPP 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 professional/technical nature by two thousand and 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.
- 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.

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. Such seniority list shall include the employee names, classification, status, site and seniority date. The Employer shall make the list available to all employees. 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.
- 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.
- (c) During the term of the temporary position, the incumbent employee shall not be eligible to apply for other temporary positions that commence before the current temporary position ends unless otherwise mutually agreed.

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 worked, exclusive of overtime, in which to demonstrate her ability to perform the new tasks to the satisfaction of the Employer. Such trial period may be extended by agreement between the Association and 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 or request to return to her former position/status, during the aforementioned trial period, the Employer will make a sincere effort to reinstate the employee in her former position/status, 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/status.

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.

## 29.11 **Employment in Multiple Positions**

- (a) The Parties agree that this applies to employees who hold more than one (1) position within the bargaining unit or to employees who subsequently attain more than one (1) position within the bargaining unit.
- (b) An employee is responsible for notifying his or her supervisor that he or she is employed in multiple positions with the Employer.

- (c) (i) Employees shall not be employed within the bargaining unit in greater than full-time capacity.
  - (ii) 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 Article.
- (d) 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:
  - (i) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
  - (ii) the regular hours of work to be combined are associated with regular part-time positions; and
  - (iii) the positions are in the same classification and their schedules can be made Collective Agreement compliant or the Employer and employee mutually agree to waive the scheduling provision of Article 11 in the Collective Agreement.
- (e) Where the regular hours of work of multiple positions cannot be combined in accordance with (iii) above, because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.
- (f) 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 period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
- (g) An employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 28.
- (h) Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first (1<sup>st</sup>) 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.
- (i) Layoff and recall provisions shall apply individually to each position.

- (j) 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.
- (k) 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 maybe agreed between the Employer and the Association.
- (l) 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.

# **ARTICLE 30: LAYOFF AND RECALL**

- 30.01 (a) Prior to layoffs occurring, the parties will meet and discuss the appropriate application of Article 30.02 to the circumstances, including but not limited to:
  - (i) the timing and specific process to be followed;
  - (ii) any other issue the parties deem appropriate.
  - (b) 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.

(c) An employee whose position is permanently relocated to a site beyond fifty (50) kilometres from their original site shall have the option of accepting transfer to the new site or exercising rights under Article 30.02.

- (d) 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.
- (e) 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 within the affected classification and site, 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) If an employee who is subject to layoff in accordance with Article 30.02(a) is not the least senior employee in the classification within the bargaining unit, the employee may choose one of the following options subject to being capable and qualified to do the work:
    - (i) acceptance of an available vacancy;
    - (ii) displacement of the least senior employee in the classification or classification series in the bargaining unit;
    - (iii) acceptance of layoff.

An employee affected by layoff may elect not to displace the least senior employee and be laid off without forfeiting recall rights.

If the employee chooses a vacancy or displacement in a different site from which she was laid off, the employee shall bear all applicable travel and/or relocation costs associated with such acceptance and the chosen location becomes the employee's new site.

- (c) Where an Employer's organization is structured such that a classification is employed in more than one (1) department or program within the site, the employee will have the following options in advance of having to adhere to Article 30.02(b):
  - (i) acceptance of an available vacancy; or
  - (ii) displacement of the least senior employee in the classification or classification series in the site;
  - (iii) acceptance of layoff;

if the employee chooses a vacancy in a different site from which she was laid off, the employee shall bear all applicable travel and/or relocation costs associated with such acceptance and the chosen location becomes the employee's new site.

#### 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), casual work shall first be made available to laid off employees of the site 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.

- (f) Notwithstanding Article 28.04(c), an employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the employee's recall rights except at the site to which the recall was refused.
- 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.
- In the case of layoff, the employee shall accrue sick leave and earned vacation for the first (1<sup>st</sup>) 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.
- In the case of layoff in excess of one (1) month 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 reasonable efforts to provide alternative employment of a comparable nature.
- 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.
- Where alternative employment of a comparable nature is not available, 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**

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

The following general policies apply to all leaves of absence as described in this Article.

- (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 overstays 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 one (1) 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, an employee shall accrue sick leave and vacation credits for the first (1<sup>st</sup>) month. Where the leave of absence exceeds one month, an employee's increment date shall be adjusted by the amount of time as that the leave of absence exceeds one (1) month, 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 (1<sup>st</sup>) 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 educational/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, grandchild, fiancé. Stepparent, 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, grandparent-in-law, brother-in-law, sister-in-law, legal guardian and grandparent).
- (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 33.06(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 endeavor to provide the Employer with twelve (12) weeks written advance notice of her readiness to return to work but in any event shall provide six (6) weeks written notice, 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 benefit 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 twelve (12) weeks written notice of readiness to return to work but in any event shall provide six (6) weeks written notice, 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 operational efficiency 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.

#### 33.10 Leave for Public Office

(a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay to permit them to fulfill the duties of that office.

- (b) Regular employees who are elected to public office shall be allowed a leave of absence without pay for a period of time not to exceed four years.
- (c) An employee who has been on public office 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.

## 33.11 **Terminal Care Leave**

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

## **ARTICLE 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.
  - (c) Cardio-Pulmonary Resuscitation (CPR) re-certification shall be made available at no charge to those employees who must maintain current CPR certification as a condition of employment.

#### 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, or jury selection, the employee shall:
  - (i) suffer no loss of regular earnings for the scheduled time 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.
- 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.

By appointment made in writing at least three (3) working days 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**

- Except for the dismissal of an employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 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 copy to the Association office within two (2) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action.
- 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 copy to the Association office within two (2) 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.
- 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.
- 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.
- 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.
- An employee who is dismissed shall receive her termination entitlements at the time she leaves.

- For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.
- 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 or issuing discipline. The Employer shall advise the employee that they may be accompanied by a representative of the Association at such meeting.

## **ARTICLE 38: RESIGNATION/TERMINATION**

- 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.

# **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 Association and HBA Services.
- (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

# Note: Please see the Letter of Understanding Re: Classification Review and Reconsideration Process

- (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 its 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 Employerinitiated down-grading in classification, the affected employee shall be entitled to use the Grievance Procedure and Arbitration.

# **ARTICLE 41: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

- 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.
- 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

- 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. The Employer and employees will take reasonable steps to reduce or minimize all workplace safety hazards.
- The Employer shall establish a Health and Safety Committee(s) 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.

- 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.
- 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 including responsibility for communication and education as required. The Association may make recommendations to the Employer in that regard.
- 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 Health Authority/Board will reply in writing to the Health and Safety Committee within thirty (30) days of the receipt of the recommendation.
- Employer policies related to harassment, personal protective equipment and working alone shall be reviewed annually by the Committee.
- 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**

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**

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 in accordance with the Letter of Understanding re: Increasing or Decreasing Full Time Equivalencies.

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 (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) 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 employee's 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 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 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 the sites 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."

# 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		The applicable		Number of hours
regular employee as	X	percentage as	=	of paid vacation
specified in Articles		outlined below		time to be taken
44.03, 44.08(C) and				
45.12(A)				

- (a) six percent (6%) during the first (1<sup>st</sup>) year of employment; or
- (b) eight percent (8%) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment; or
- (c) ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment; or
- (d) twelve percent (12%) during each of the twentieth (20<sup>th</sup>) and subsequent years of employment; or

(e) Regular Part-time Employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

Hours worked during the vacation year at the rate specified in Articles 44.03 and 44.08(c) The applicable X percentage as outlined below

Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period

- (i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional two percent (2%);
- (ii) upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional two percent (2%);
- (iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional two percent (2%);
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional two percent (2%);
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional two percent (2%)."

# **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 (1<sup>st</sup>) 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 (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment an employee is entitled to twenty-eight (28) calendar days; or

- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment an employee is entitled to thirty-five (35) calendar days; or
- (iv) during the twentieth (20<sup>th</sup>) and subsequent years of employment an employee is entitled to forty-two (42) calendar days off.

## (b) <u>Vacation Pay</u>

Vacation pay shall be paid in accordance with the following:

- (i) during the first (1<sup>st</sup>) year of employment six percent (6%) of her regular earnings as defined in (C) below; or
- (ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment eight percent (8%) of her regular earnings as defined in (C) below; or
- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment ten percent (10%) of her regular earnings as defined in (C) below; or
- (iv) during the twentieth (20<sup>th</sup>) 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 exception 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
Good Friday
Victoria Day

Thanksgiving Day
Remembrance Day
Boxing Day

Canada 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 required to work on Christmas Day and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) her basic rate of pay.
- (c) 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) 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 33.05 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 and seven and one-half (1,007 1/2) hours or one (1) year of employment, whichever is the lesser.

## **ARTICLE 45: MODIFIED WORK DAY**

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.
- 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.
- 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 one (1) complete cycle of the shift schedule;
    - (iii) except where overtime is necessitated, maximum inhospital 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:

Length of Shift X 0.5 X 60

# (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 regular 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 (1<sup>st</sup>) 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 (2<sup>nd</sup>) to ninth (9<sup>th</sup>) 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 (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) 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 (20<sup>th</sup>) 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 (1<sup>st</sup>) or second (2<sup>nd</sup>) 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, or on the first (1<sup>st</sup>) or second (2<sup>nd</sup>) shift of Christmas Day or the August Civic Holiday shall be paid for all hours worked on the holiday at two times (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 one (0001) hours to twenty-four hundred (2400) hours."

#### 45.10 Sick Leave

(A) Amend Article 23.02 to read:

"An employee 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."

(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."

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 one (1) complete cycle of the shift schedule."

(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 and 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**

## **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 (1) 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, 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) <u>Step 2 (Arbitration)</u>

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**

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.
- 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.

# **BETWEEN**

# **HBA SERVICES**

- and -

# HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# **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
M. JM.	KW of Carel
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# **RE: SEVERANCE**

- 1. (a) 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.
  - (b) Notwithstanding paragraph 1(a) above, severance shall not be offered where the permanent reduction in the number of Regular Employees in the bargaining unit occurs as a result of a Regular Employee's position moving or being moved into a different functional bargaining unit.
- 2. (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 full-time 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.
- 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, shall have terminated their employment, with no further rights to recall.
- 5. An employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 6. 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.
- 7. (a) Employees who select severance will not be eligible for:
  - (i) continued employment with the Employer, or
  - (ii) rehire by any Employer who is a party to a Collective Agreement containing this provision, or
  - (iii) rehire by 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.
- 8. Severance pay 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, 2011, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. Jul.	All of Courl
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

## HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# **RE: MOBILITY**

# 1. Temporary Assignments

- (a) The Employer may assign employees to work at another site or sites for the purposes of training, orientation, meetings, emergencies, and general operational requirements, on an intermittent basis. Employees required to travel between sites due to temporary assignments will be reimbursed for travel expenses in accordance with Article 20 of the Collective Agreement.
- (b) In circumstances where the Employer has sufficient advance notice of the requirement to temporarily assign employees to other sites, the Employer will provide a minimum of three (3) days notice to the affected employees. Where there is an ongoing need to temporarily assign staff to other sites, three (3) days advance notice will only be required prior to the initial assignment.
- (c) In circumstances, where the Employer does not have advance notice of the requirement to temporarily assign staff to other sites, the Employer retains the right to select the most appropriate individual to be assigned.
- (d) Employees assigned to other sites will be provided an appropriate paid orientation to the other site(s) as required.
- (e) Where there is an ongoing need for the Employer to assign employees to other sites, the Employer will canvass the employees in the program who have the ability to perform the required work to determine their preference for accepting temporary assignments on a regular basis. The Employer will endeavour to make assignments from among employees who have stated a willingness to work shifts at other sites provided that operational efficiency is not in any way compromised.

# 2. **Permanent Relocation of Positions**

(a) Where the Employer relocates positions from one site to another, the Employer will canvass the employees in the program who have the ability to perform the required work to determine their preference for accepting relocation. The Employer will endeavor to assign employees to the alternate site from among

those employees who have stated a willingness to be relocated provided that operational efficiency is not in any way compromised. Subject to employees possessing the ability to perform the work, if there are more volunteers than positions available, the positions shall be offered to eligible employees by order of seniority.

- (b) In the event that no employees wish to be relocated, the Employer will assign the least senior employee from the program who has the ability to perform the work required.
  - (i) An employee whose position is permanently relocated to a site within fifty (50) kilometres from their original site, but chooses not to transfer with the position, shall be laid off and will not have access to rights under Article 30.02, but will have the right to remain on recall in accordance with Article 30.03.
  - (ii) An employee whose position is permanently relocated to a site beyond fifty (50) kilometres from their original site, shall have the option of accepting transfer to the new site or exercising rights under Article 30.02.

# 3. **Program Transfers**

Where programs are to be moved between sites, the Parties will meet prior to the program transfer being implemented to discuss the process to be followed and measures to protect the interests of the employees affected.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. M.	KW06 Courl
,	
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# **RE: JOINT COMMITTEE**

The Parties recognize the value of joint discussions on issues of mutual concern. 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. The Joint Committee will be comprised of Employer and Association representatives.
- 2. The Parties will meet quarterly, or as otherwise mutually agreed.
- 3. The purpose of the Joint Committee will be to:
  - (a) exchange information;
  - (b) engage in discussions; and
  - (c) make recommendations to their respective principals on matters discussed by the committee.
- 4. 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. The Committee shall determine the issues to be addressed.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. JM.	KlV06 Courl
DATE: January 8, 2009	DATE: January 9, 2009

# **BETWEEN**

# **HBA SERVICES**

- and -

# HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# **RE: EMPLOYEE BENEFITS**

Effective January 1, 2009, the following items will be included in the Supplementary Health Care Plan:

- 100% direct bill coverage for Diabetic Supplies; and
- 100% direct bill coverage (through a pharmacy) for an insulin pump.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. JM.	Allos Courl
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

## **RE: JOINT BENEFITS COMMITTEE**

The Parties agree to establish a Joint Benefits Committee ("the Committee") which will include equal representation from each Party.

The Parties commit to establishing the Committee and convening an initial meeting within ninety (90) days of the date of ratification of this Collective Agreement. The Committee will meet regularly thereafter as agreed by the Committee.

The purpose of the Committee will be to:

- (a) review and discuss the impact of amendments to the structure of Regional Health Authorities on health benefits;
- (b) pursue opportunities for joint communication to HSAA members with respect to benefits issues, particularly related to the implementation of the Letter of Understanding Re: Flexible Spending Account;
- (c) identify and discuss methods of educating employees on benefit plan provisions in the interest of encouraging appropriate utilization of the plans; and
- (d) discuss other issues of mutual interest with respect to the employee benefits.

The Committee may make recommendations to their respective principals on matters discussed by the Committee.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. JM.	Allo Courl
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

## HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# **RE: FLEXIBLE SPENDING ACCOUNT**

# 1. Establishment of Flexible Spending Account (FSA)

The Employer agrees to establish a FSA effective January 1, 2009. Such account replaces the current provisions of Article 25.10 (Flexible Health Spending Account) effective December 31, 2008 and the Letter of Understanding Re: Professional Development Allocation effective March 31, 2009.

# 2. Eligibility

- (a) A FSA shall be implemented for all employees eligible for benefits in accordance with Article 25.08(a)(i) and (ii).
- (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their full-time equivalencies (FTE's).

# 3. Calculation

The FSA will be calculated as follows:

- (a) One thousand two hundred and fifty dollars (\$1,250) to be allocated to each eligible employee, plus
- (b) One thousand two hundred and fifty dollars (\$1,250) to be allocated to each eligible Full-time Employee pro-rated for each eligible Part-time Employee based on their FTE as of November 1<sup>st</sup> (eligibility date) of each year.

Effective January 1, 2010, the FSA will be calculated as follows:

(a) One thousand two hundred and fifty dollars (\$1,250) to be allocated to each eligible employee, plus

(b) One thousand five hundred dollars (\$1,500) to be allocated to each eligible Full-time Employee prorated for each eligible Part-time Employee based on their FTE as of November 1<sup>st</sup> (eligibility date) of each year.

#### 4. **Utilization**

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
  - (i) tuition costs or course registration fees;
  - (ii) travel costs associated with course attendance;
  - (iii) professional journals;
  - (iv) books or publications; and
  - (v) software.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.
- (c) 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) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan administered by the Employer.
- (e) Wellness expenses which may include, but are not limited to, such expenditures such as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.

# 5. Allocation

- (a) By December 1<sup>st</sup> (allocation date) of each year, employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an employee's FSA as of December 31<sup>st</sup> of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Employees who are laid off after January 1<sup>st</sup> in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.
- (d) Reimbursement will be provided by the Employer upon submission of an original receipt.

# 6. Implementation

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Association.
- (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Association.
- (c) The FSA 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 FSA.
- 7. An employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have her FSA maintained. It is understood that an employee is only entitled to one (1) FSA within a calendar year.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. M.	Allo Courl
DATE: January 8, 2000	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

#### RE: REGULATORY PRACTICE REVIEW PROCEDURE

WHEREAS the Parties recognize that the technical and professional paramedical professions are required to practice within their regulatory standards of practice;

AND WHEREAS the Parties agree that patient safety is best achieved when there is a process that allows technical and professional paramedical staff to bring forward concerns related to practice issues that may contravene their regulatory standards of practice.

The Parties therefore agree as follows:

#### 1. **Discussion**

In the event an employee in a regulated profession is directed to perform duties which may contravene her regulated standards of practice, an employee shall first discuss the issue with her immediate supervisor.

#### 2. **Documentation**

If the issue is not resolved following discussions with the supervisor, the employee shall provide documentation detailing how the issue may contravene her standards of practice to the Director of the Department or designate.

#### 3. Consultation

Based on a review of the documentation, the Parties may consult with the applicable College regarding the issue.

Following a review of the documentation and the consultation, the Director of the Department or designate will communicate the outcome to the employee.

# 4. **Evaluation**

The Parties will meet through the Joint Committee no later than one (1) year following the date of ratification of the Collective Agreement to discuss the operation of this Letter of Understanding and to assess potential modifications. The Parties may jointly recommend changes to the Letter of Understanding to their respective principals as a result of these discussions.

# 5. Expiry

This Letter of Understanding will expire March 31, 2011, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. J.M.	KW86 Courl
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# RE: CLASSIFICATION REVIEW AND RECONSIDERATION PROCESS

# 1. **Purpose**

The purpose of the Classification Review and Reconsideration Process is to provide Employers and the Association with an effective alternative process to deal with potential changes to the classification allocation of positions. The document does not replace or amend the provisions of the Collective Agreement, but is intended to provide principles to be used when applying the provisions of Article 40.02 (Classification Review) of the Collective Agreement.

#### 2. Classification Review Process

## (a) <u>Reclassification Request</u>

As noted in Article 40.02(a) of the Collective Agreement, an employee requesting a classification review of her position must have good reason to believe that her position is improperly classified. This occurs when there has been a significant change in the job functions, when there has been a change in organizational structure that significantly impacts roles (i.e. a change in regional boundaries), or when a classification specification has been amended in a manner that alters the basis on which classification levels are differentiated.

In some circumstances a classification review may be initiated in response to a long standing perceived inequity in how a position is classified. However where a review has been previously conducted, employees should not request a subsequent classification review unless there has been a substantive change as described above.

The employee making the request should provide specific rationale as to the basis for the request, describing how her position reflects the differentiation between classification levels noted in the classification specifications.

The request should be made in writing to the Director of the Department. Her request will indicate the specific rationale and the reasons why the employee believes her position is inappropriately classified including the changes that have occurred to the position, organization or classification specifications. HSAA should be advised of all requests for reclassification.

# (b) <u>Decision-Making Process</u>

When reviewing a request for reclassification, Employers should follow the guidelines included in the *Classification Specification User Manual*. Requests are reviewed by the Human Resources department in consultation with the Director. The classification audit may or may not include interviews with the employee and HSAA representative, as well as the employee's manager.

Decisions on reclassification requests should be made in writing and should include rationale for the decision.

# (c) Employer Initiated Downwards Reclassifications

In circumstances where a review of a classification results in a downward reclassification, the employee has access to the grievance and arbitration procedure included in Article 40.02(d)(ii) of the Collective Agreement.

# 3. Classification Review Reconsideration Process (Internal)

Article 40.02(b) of the Collective Agreement indicates that, "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".

When an employee wishes to have a classification decision further reviewed, the employee, in consultation with the Association should submit a written request to the Employer. The written request should:

- (a) Confirm the desire for additional review of the classification allocation.
- (b) Outline the reason the employee believes the classification allocation is not appropriate. The reasons should reference how her job duties fit within the specific classification specification she thinks is appropriate.
- (c) Include any additional information that the employee believes is necessary to evaluate the request.

Employers should respond to the request for reconsideration in writing outlining the rationale for the decision. When reviewing the reconsideration request, Employers should follow the guidelines included in the *Classification Specification User Manual*.

Depending on the size and organizational structure of the Employer, there may be different decision-making structures with respect to reconsiderations. In some cases it may be appropriate to consider internal reconsideration committees and in other cases these requests may be reviewed by the Human Resources department in consultation with the department management and the Association.

## 4. Classification Review Reconsideration Process (External)

Should the employee not be satisfied with the internal reconsideration decision of the Employer, she may ask that her classification request be further reviewed. The request shall be in writing and sent to the Director, with a copy to Human Resources, the Steering Committee of the Classification System Review Committee (care of the Employer), and to HBA Services and the Association.

Upon receipt of the reconsideration request, the Steering Committee shall appoint a sub-committee of two (2) members - one (1) Employer and one (1) Union. The sub-committee will receive all relevant documents from the employee and the Employer, to assist in the review of the reconsideration. The documents would normally include, though not limited to, the following:

- (a) a copy of the reclassification request, with all corresponding rationale and documents used in support of the reclassification request; and
- (b) copies of all the Employer responses, including all corresponding rationale and documents used in making the internal decision of the Employer.

Once the sub-committee has received all of the necessary documentation, it may take one of the four (4) following approaches:

- (a) If necessary, request further information or documentation. This could include interviewing or asking questions of the employee or representatives of the employer. However, if information is received from the employee or the Employer, the sub-committee should validate this information with the other Party.
- (b) The sub-committee may, by consensus, concur with the decision of the Employer, and recommend that no further reconsideration occur.
- (c) The sub-committee may, by consensus, concur with the employee request, and make a recommendation to the Employer that they grant the reclassification request. The review would be conducted on the basis of the classification specifications and the guidelines included in the *Classification Specification User Manual*.
- (d) Should the sub-committee be unable to render a recommendation by consensus, it may elect to bring in a third-party classification consultant to assist in making the recommendation. The third party classification consultant should review the information provided and review the classification allocation on the basis of the

classification specifications and the *Classification Specification User Manual* and assess whether the decision of the Employer is consistent with these guidelines.

The third-party consultant shall be selected from a standing list of consultants agreed to by the Parties. The initial standing list will comprise of Daryl Johnson and Michael Lim.

In addition to either agreeing with the decision of the Employer or making a recommendation to the Employer that the reclassification proceed as requested, the subcommittee may also recommend that a review of the relevant classification specification occur. This recommendation would be made if an issue arises during the reconsideration that is not contemplated in the current classification specification, and would be reviewed and decided by the Steering Committee through its ongoing governance and maintenance structure.

These Classification and Reconsideration Process principles will be reviewed and evaluated within one (1) year of ratification of the Collective Agreement.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. JM.	Allo Carel
DATE: January 8 2009	DATE: January 9 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# **RE: MULTI-SITE POSITIONS**

- 1. The Employer has the right to create Multi-Site Positions, subject to the following:
  - (a) Multi-Site Positions will be structured to work in no more than three (3) sites and the sites must be within one hundred (100) kilometres of one another;
  - (b) Postings for Multi-Site Positions will indicate that the position is Multi-Site and will identify the sites.
- 2. When a Multi-Site Position has been established the provisions of Article 20.04 are amended as follows:
  - "20.04 (a) Time spent traveling to the multi-site location at the start of the day, or returning from the multi-site location at the end of the day, is on the employee's own time and is unpaid.
    - (b) For the first (1<sup>st</sup>) and last Employer authorizes business of the working day, kilometerage will not be paid for travel within the twenty-five (25) kilometre radius of the site at which the employee is scheduled to work on that day.
    - (c) If the first (1<sup>st</sup>) or last authorized business of the working day occurs outside of the twenty-five (25) kilometre radius from the site at which the employee is scheduled to work on that day, kilometerage and time shall be paid for travel beyond the twenty-five (25) kilometre radius.

(d) Kilometerage and time shall be paid for all travel on Employer authorized business during the course of a shift."

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. JM.	KlV86 Courl
DATE: January 8, 2009	DATE: January 9 2009

#### **BETWEEN**

#### **HBA SERVICES**

#### **AND**

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

# RE: GUIDELINES FOR DETERMINATION OF REQUIREMENT TO PROVIDE AN AUTOMOBILE

WHEREAS the Parties agree that it is mutually beneficial to ensure a common approach and understanding for decisions with respect to the requirement to provide an automobile under Articles 20.01 and 20.02 of the Collective Agreement, the following guidelines have been established.

These guidelines do not amend or replace the provisions of Article 20.

# **Requirement to Provide an Automobile:**

- 1. The Employer shall determine which employees are required to provide an automobile for business use in their employment.
- 2. The determination is made by the manager in circumstances where an employee requires an automobile to perform the primary and integral responsibilities of her position.
- 3. Employees who use an automobile to perform incidental or peripheral tasks, such as attending meetings, would not be deemed to be required to provide an automobile for use in their employment.
- 4. Decisions on the determination of employees who are required to have an automobile for use in their employment must be made and communicated to all affected employees within ninety (90) days of the date of ratification of the Collective Agreement.
- 5. The Employer shall confirm in writing the requirement for an employee to provide an automobile based on these guidelines.
- 6. The requirement to provide an automobile shall be included in future job postings and letters of hire.

7.

Employees will be provided with thirty (30) days advance notice if the Employer makes a determination that the employee is no longer required to provide an automobile for

business use.	
ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. JM.	KlV of Courl
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

## HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# **RE: PAY GRADE CHANGES**

Effective on the date of ratification, the Parties have agreed to amend the pay grades of some classifications as follows:

- 1. Combined Laboratory and X-Ray Technologist I move from Pay Grade 5a to Pay Grade 6 (Technical).
- 2. Combined Laboratory and X-Ray Technologist II move from Pay Grade 5 to Pay Grade 7 (Technical).
- 3. Clinical Genetics Technologist I move from Pay Grade 7 (Technical) to Pay Grade 4 (Professional).
- 4. Clinical Genetics Technologist II move from Pay Grade 9 (Technical) to Pay Grade 6 (Professional).
- 5. Dental Hygienists move from Pay Grade 3 to Pay Grade 4 (Professional).
- 6. Speech Language Pathologist I incumbents who are currently paid at Pay Grade 6 will be moved to Pay Grade 8 (Professional).

Therefore, the Parties agree that an employee shall move to the same step on the new pay grade as she is currently at in her existing pay grade and shall retain her anniversary date or hours towards her annual increment as appropriate.

This Letter of Understanding shall expire on March 31, 2011.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. Jul.	KW of Courl
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

## HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# **RE: HEALTH INFORMATION MANAGEMENT PROFESSIONALS**

Effective date of ratification, the Parties agree to the following:

- 1. All Health Record Technician I's will be re-titled to Health Information Management Professional I's.
- 2. All Health Record Technician II's, Health Record Administrator I and II's will be retitled to Health Information Management Professional II's.
- 3. Health Records Administrator II's who are re-titled to Health Information Management Professional II will be grandfathered at Pay Grade 7.

This Letter of Understanding shall expire on March 31, 2011.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. JM.	Allo Carel
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

# HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

# **RE: IMPLEMENTATION OF ADDITIONAL STEPS**

Effective on the date of ratification, the Parties have agreed to move the following classifications to new pay grades on the salary scale as follows:

- 1. Registered Dental Assistant move from Pay Grade 3 to Pay Grade 4 (Technical).
- 2. Cardiology Technologist I move from Pay Grade 4 to Pay Grade 5a (Technical)

Therefore, the Parties agree that:

ON BEHALF OF THE EMPLOYER

- 1. An employee shall move to the same step on the new pay grade as she is currently at in her existing pay grade and shall retain her anniversary date or hours towards her annual increment as appropriate.
- 2. An employee shall be eligible to advance to the new higher step when the employee has:
  - (a) in the case of a Full-time Employee, completed one (1) full year of service at the previous highest step; or
  - (b) in the case of a Part-time or Casual Employee, completed one thousand eight hundred and twenty-nine (1,829) regular hours of work at the previous highest step.

ON BEHALF OF THE HEALTH SCIENCES

This Letter of Understanding shall expire on March 31, 2011.

	ASSOCIATION OF ALBERTA
M. OM.	Allo Courl
/	
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

## **RE: RETENTION INCENTIVE PAYMENT**

# The Parties agree that:

- 1. For the 2008-2009 Collective Agreement year, an employee shall receive a retention incentive payment of up to two thousand five hundred dollars (\$2,500), to be paid as follows:
  - (a) Full-time Employees shall receive:
    - (i) one thousand two hundred and fifty dollars (\$1,250) on the second pay day following the pay period which includes September 30, 2008; and
    - (ii) one thousand two hundred and fifty dollars (\$1,250) on the second pay day following the pay period which includes March 31, 2009.
  - (b) Part-time and Casual Employees shall receive:
    - (i) one thousand two hundred and fifty dollars (\$1,250) on the second pay day following the pay period which includes September 30, 2008, prorated on their hours paid at the basic rate of pay between April 1, 2008 and September 30, 2008; and
    - (ii) one thousand two hundred and fifty dollars (\$1,250) on the second pay day following the pay period which includes March 31, 2009, pro-rated on their hours paid at the basic rate of pay between October 1, 2008 and March 31, 2009.
- 2. For the 2009-2010 Collective Agreement year, an employee shall receive a retention incentive payment of up to two thousand two hundred and fifty dollars (\$2,250), to be paid as follows:

- (a) Full-time Employees shall receive:
  - (i) one thousand one hundred and twenty-five dollars (\$1,125) on the second pay day following the pay period which includes September 30, 2009; and
  - (ii) one thousand one hundred and twenty-five dollars (\$1,125) on the second pay day following the pay period which includes March 31, 2010.
- (b) Part-time and Casual Employees shall receive:
  - (i) one thousand one hundred and twenty-five dollars (\$1,125) on the second pay day following the pay period which includes September 30, 2009, prorated on their hours paid at the basic rate of pay between April 1, 2009 and September 30, 2009; and
  - (ii) one thousand one hundred and twenty-five dollars (\$1,125) on the second pay day following the pay period which includes March 31, 2010, prorated on their hours paid at the basic rate of pay between October 1, 2009 and March 31, 2010.

ON BEHALF OF THE HEALTH SCIENCES

- 3. Employees who commence employment, change their employment status within one of their defined qualifying periods, or are on an unpaid leave of absence for greater than thirty (30) days shall have their entitlement pro-rated in accordance with points 1(a) and (b) above.
- 4. Employees who have terminated their employment shall be entitled to the retention incentive payments pro-rated in accordance with points 1(a) and (b) above, for the period up to and including the date of termination.
- 5. The retention incentive payments will not be pension eligible.

ON BEHALF OF THE EMPLOYER

	ASSOCIATION OF ALBERTA
M. Ju	KW05 Courl
DATE I 0 2000	DATE 1 0 2000
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

#### RE: INCREASING OR DECREASING FULL-TIME EQUIVALENCY

WHEREAS the Parties agree that it may be of mutual benefit to Regular Employees and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work; and

WHEREAS the Parties agree that increases and/or decreases to established FTEs can have the following positive effects on the workplace:

- Promoting a better work/life balance for Regular Employees by allowing them the opportunity to adjust their FTE as their lifestyle or personal circumstances change.
- Decreases to FTEs can provide increased choice to an employee who gradually wants to
  phase or bridge into retirement and may create opportunities for formal succession or
  mentoring programs.

#### NOW THERFORE the Parties agree as follows:

- 1. Regular Employees may submit requests to the Employer to increase or decrease their FTE. The Employer shall have the right to accept or reject any request for alteration of the Regular Employee's FTE based upon operational requirements.
  - (a) All requests by Regular Employees to adjust FTE's must be made in writing to the supervisor/manager and must state whether the FTE adjustment is permanent or temporary. The Union must be notified at the time the request is made. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
  - (b) If a Regular Employee requests to decrease her FTE by zero point three seven (0.37) or less, the resulting FTE may be posted in accordance with Article 29: Promotions, Transfers and Vacancies or reallocated amongst Regular Employees in accordance with this Letter of Understanding.

- (c) If a Regular Employee requests to decrease her FTE by more than a zero point three seven (0.37), the resulting FTE will be posted in accordance with Article 29: Promotions, Transfers and Vacancies.
- 2. Employers may approach Regular Part-time Employees with opportunities to increase their FTE's. Such additional FTE's may become available either as a result of a vacancy or through funding increases resulting in small FTE enhancements.
  - (a) The maximum increase that can be offered by the Employer is a zero point three seven (0.37) FTE.
- 3. FTE's may be reallocated amongst Regular Employees within a Functional Work Area. The Employer will advise the Union of the scope of the Functional Work Area.
  - (a) FTE changes can occur between two (2) individual Regular Employees or can involve one (1) Regular Employee who initiates the request and a larger group of Regular Employees in the Functional Work Area who participate in the reallocation of FTE's.
  - (b) The reallocation of FTE's is most effective in Functional Work Areas where there are a significant number of working-level positions in the same classification. This allows the Employer to designate the Regular Employees in the Functional Work Area who are "pre-qualified" or assessed to meet a minimum threshold to accept FTE adjustments that become available. Where more than one (1) Regular Employee is pre-qualified or meets the minimum threshold, the job is offered to the most senior employee.
- 4. Regular positions that are changed as a result of an FTE increase or decrease must comply with Article 11: Work Schedules and Shifts.
- 5. Adjustments to FTE can be either permanent or temporary in nature. The Regular Employee who has temporarily reduced her FTE may return to her regular FTE prior to the end of the temporary period by providing a minimum of six (6) weeks written notice.
- 6. When a Regular Employee reduces her FTE on a temporary basis, her pre-reduction FTE will be maintained. A Regular Employee who has been granted a temporary reduction in FTE through this Letter of Understanding will accrue benefits and entitlements under the Collective Agreement based on the reduced FTE during the temporary period. At the completion of the term of the temporary reduction, the employee will be reinstated into her pre-reduction FTE.
- 7. The manager and Regular Employee may discuss whether the Regular Employee's request can be best met through a reciprocal "exchange" in FTE's between two (2) individuals or a reallocation to other Regular Employee within the Functional Work Area.

#### (a) Individual-to-Individual Exchange

- (i) An individual Regular Employee initiates the process by identifying a "partner" with a corresponding FTE who is willing to "exchange" FTE's.
- (ii) The partners must make a joint application to the manager.
- (iii) If there are other Regular Employees in the Functional Work Area who hold the FTE which the initiating Regular Employees desire, the Employer will ask these employees if they would like the opportunity to exchange their FTE with the initiating employees.
- (iv) The manager determines if all affected Regular Employees are prequalified to exchange FTE's.
- (v) Where multiple Regular Employees wish to exchange their FTE with the initiating Regular Employee, seniority will be the determining factor.

#### (b) **Individual-to-Group Reallocation**

- (i) An individual Regular Employee initiates the process by making a request to adjust their FTE without having identified a "partner".
- (ii) Regular Employees are asked to advise their manager in writing of their desired FTE: this list will be updated as needed.
- (iii) The Employer can designate the Regular Employees in the Functional Work Area as "pre-qualified" to move into positions that become available.
- (iv) The Employer reviews the "wish list" and identifies opportunities for FTE changes.
- (v) Regular Employees are made aware (e.g. fact sheet) of the impact that adjusting their FTE has upon their benefits, pension etc. and then are asked to confirm whether or not they accept the proposed FTE adjustment.
- (vi) The Employer may establish a limit defining how often an individual Regular Employee in a Functional Work Area can initiate a request to adjust their FTE.

#### 8. **Evaluation**

The Parties will meet through the Joint Committee no later than one (1) year following the date of ratification of the Collective Agreement to discuss the operation of this Letter of Understanding and to assess potential modifications. The Parties may jointly recommend changes to the Letter of Understanding to their respective principals as a result of these discussions.

## 9. **Expiry**

This Letter of Understanding will expire March 31, 2011, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA						
M. JM.	Allo Courl						
DATE: January 8, 2009	DATE: January 9, 2009						

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

#### **RE: FLEX HOURS**

WHEREAS the Parties agree that for employees in some disciplines, day-to-day flexibility around their start and end time provides the employee with more control of the way their work is done and also may increase their ability to provide responsive services to clients.

#### NOW THERFORE the Parties agree as follows:

- 1. Employees may make a request to the Employer to implement flex-time arrangements. Such arrangement will be implemented by mutual agreement of the Employer and the employee.
- 2. Flex-time arrangements are appropriate only where operations do not require routine and standardized hours of work.
- 3. Employees working flex-time are not expected to waive their overtime rights under the Collective Agreement.
- 4. Each employee is responsible for monitoring their own hours to ensure they are not in an overtime situation.
- 5. When an employee approaches her manager to request a flex-time arrangement, the employee and the manager must develop a flex-time agreement that includes the following components, where applicable:
  - (a) Who is covered by the Collective Agreement;
  - (b) The threshold that will be in effect with respect to payment of overtime. Options for thresholds are as follows:
    - (i) daily thresholds whereby hours worked between seven point seven five (7.75) and \_\_\_\_\_ hours are paid at straight time; or
    - (ii) weekly thresholds whereby hours worked between thirty-eight point seven five (38.75) and \_\_\_\_\_ hours in a week are paid at straight time; or

- (iii) an alternate time period not exceeding six (6) weeks;
- (c) The maximum flex-time bank that can be accumulated under the arrangement;
- (d) The application of shift differential and weekend premium;
- (e) The process for scheduling time off in lieu for banked time and the payout of remaining banked time when the flex-time arrangement is terminated;
- (f) How the flex-time agreement is terminated; and
- (g) The notice time required for the agreement to be terminated by either Party.
- 6. Flex-time agreements shall be provided to the Employer and to the Association prior to implementation.
- 7. Flex-time arrangements should be periodically reviewed by the Parties.

#### 8. **Evaluation**

The Parties will meet through the Joint Committee no later than one (1) year following the date of ratification of the Collective Agreement to discuss the operation of this Letter of Understanding and to assess potential modifications. The Parties may jointly recommend changes to the Letter of Understanding to their respective principals as a result of these discussions.

#### 9. **Expiry**

ON BEHALF OF THE EMPLOYER

This Letter of Understanding will expire March 31, 2011, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE HEALTH SCIENCES

	ASSOCIATION OF ALBERTA
M. Jul.	KW05 Courl
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

#### RE: BENEFITS ELIGIBLE CASUAL EMPLOYEES (BECE)

WHEREAS the Parties agree that more effective retention and recruitment strategies for Casual Employees are desirable and that certain Casual Employees desire flexible employment options;

NOW THEREFORE the Parties agree as follows:

1. A BECE is a Casual Employee with a guaranteed FTE of zero point four (0.4) and no specified hours per shift or shifts per shift cycle. A BECE shall be eligible for prepaid health benefits pursuant to Article 25.0(a) and (b)(v) and (vi), and the pension plan pursuant to Article 26, as amended below. Unless otherwise specified below, the provisions for casual employees in Article 44 shall apply.

#### 2. (a) **BECE Implementation**

- (i) A Casual Employee may request to become a BECE at a zero point four (0.4) FTE.
- (ii) An Employer may post a BECE. The posting shall indicate that the position is a BECE with a specified guaranteed zero point four (0.4) FTE.
- (iii) Prior to implementing a BECE, the Employer will provide the parameters of required shift availability.

#### (b) **BECE Termination**

- (i) A BECE may revert to casual status by providing the Employer with twenty-eight (28) days written notice of her intention to revert to casual status; or
- (ii) An Employer may terminate these positions in which case the BECE shall revert to casual status.

#### 3. Scheduling of BECE Shifts

- (a) The BECE will provide the Employer with her shift availability and shift choices over a four (4) week period. The BECE shall provide availability of at least zero point six (0.6) FTE.
- (b) The Employer shall confirm assigned shifts with the BECE. The employee shall be assigned shifts in accordance with the availability provided by the employee and within the parameters outlined in point 2(a)(iii).
- (c) Where possible, the Employer shall confirm the employee's shifts (based on the employee's stated availability) at least twenty-four (24) hours in advance. Such shifts shall be paid at the employee's basic rate of pay.
- (d) The Employer will not require an employee to work shifts which provide less than fifteen point five (15.5) hours off between shifts [except for employees replacing an employee who normally works the extended workday, who shall not be required to work shifts which provide less than eleven point seven five (11.75) hours off between shifts].
- (e) Where an employee works a shift(s) over and above a zero point four (0.4) FTE, Article 44.01 shall apply.
- 4. Sick Leave shall not apply to BECE's.
- 5. Vacation pay and entitlement for BECE's shall be in accordance with the provisions of Article 44.08(B).
- 6. Named Holiday entitlement for BECE's shall be in accordance with the provisions of Article 44.09.

#### 7. **Evaluation**

The Parties will meet through the Joint Committee no later than one (1) year following the date of ratification of the Collective Agreement to discuss the operation of this Letter of Understanding and to assess potential modifications. The Parties may jointly recommend changes to the Letter of Understanding to their respective principals as a result of these discussions.

## 8. **Expiry**

This Letter of Understanding will expire March 31, 2011, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA						
M. JM.	All of Carel						
DATE: January 8, 2009	DATE: January 9, 2009						

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

#### **RE: CONSEQUENTIAL VACANCIES**

WHEREAS the Parties recognize that posting requirements for individual vacancies in Functional Work Areas where multiple/repetitive vacancies occur causes delays in efficient transfer of existing employees, timely commencement of new employees, and potential loss of interested internal/external candidates;

AND WHEREAS the Parties therefore agree that a consequential vacancy system may have positive effects on the workplace.

Where the Employer or Association wishes to discuss alternative consequential vacancy processes at a local level, such discussions will give consideration to the principles and the process options outlined in the Joint Guidelines on Staffing Initiatives developed by the Joint Committee.

The Joint Committee will review and amend the Joint Guidelines on Staffing Initiatives following ratification of the Collective Agreement.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
M. M.	Allo Courl
DATE: January 8, 2009	DATE: January 9, 2009

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

#### **RE: SUPERNUMERARY POSITIONS**

WHEREAS the Parties agree that supernumerary positions are positions that are above the baseline staffing requirements in a Functional Work Area. These positions are normally created in order to recruit recent graduates by providing them with future employment and professional experience in their discipline.

WHEREAS the Parties agree that supernumerary employees can have benefits for both Employers and employees, as follows:

- Enables workforce planning;
- Provides incentive for new graduates to work in Alberta;
- Encourages existing employees to act as mentors to new graduates; and
- Supports transition into the workplace for new graduates.

#### NOW THEREFORE the Parties agree as follows:

- 1. Employers may create and post-supernumerary positions where there is a need to recruit and retain new graduates. Postings will indicate that the position is supernumerary.
- 2. The Employer will advise the Association in advance of their intention to create and post supernumerary positions.
- 3. The following principles will apply when an Employer implements supernumerary positions:
  - (a) Applications for supernumerary positions will be limited to new graduates. New graduates may include: recent graduates who have not worked for an Employer; current employees training in a second discipline; or individuals who have completed a refresher program.
  - (b) The Employer will specify on the job posting the maximum length of time that an employee can work in a supernumerary position. This period shall not exceed twelve (12) months.

- (c) All Collective Agreement provisions apply to employees in a supernumerary position, except that the supernumerary employee is required to achieve a regular position within the designated time frame. If such regular position is not achieved, the employee shall revert to casual status.
- (d) Supernumerary positions shall have full-time status, unless otherwise indicated by the Employer.

#### 4. **Evaluation**

The Parties will meet through the Joint Committee no later than one (1) year following the date of ratification of the Collective Agreement to discuss the operation of this Letter of Understanding and to assess potential modifications. The Parties may jointly recommend changes to the Letter of Understanding to their respective principals as a result of these discussions.

#### 5. Expiry

This Letter of Understanding will expire March 31, 2011, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA						
M. GM.	KW of Carol						
/							
DATE: January 8, 2009	DATE: January 9, 2009						

#### **BETWEEN**

#### **HBA SERVICES**

- and -

#### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Association)

#### **RE: PART-TIME SEASONAL EMPLOYEES**

WHEREAS the Parties recognize that creation of seasonal part-time positions may support retention and recruitment of employees.

#### NOW THEREFORE the Parties agree as follows:

- 1. A Seasonal Part-time Employee may compress a specified annual FTE into smaller portion of a year [e.g. such employee could work a zero point five (0.5) FTE compressed into full-time hours over a six (6) month period]. During the remaining months [e.g. the remaining six (6) months], the employee would be under no obligation and could not be compelled to accept any scheduled or unscheduled work with the Employer.
- 2. The following provisions will apply to Seasonal Part-time Employees:
  - (a) Employees in such positions shall be covered by the provisions of Article 44, except as provided otherwise below.
  - (b) Employees may request that their current position be converted into a Seasonal Part-time position. The Employer shall approve or deny the request in writing.
  - (c) The Employer may post a Seasonal Part-time position. The posting shall indicate that the position is Seasonal Part-time and the FTE of the position.
  - (d) A Seasonal Part-time Employee will be paid for hours actually worked.
  - (e) (i) Notwithstanding a Seasonal Part-time Employee working full-time hours for a portion of a year, such employee's benefit coverage and premiums shall be pro-rated based on the employee's part-time FTE.
    - (ii) A Seasonal Part-time Employee shall make prior arrangements with the Employer for the prepayment of the employee's portion of premiums for the applicable benefit plans for the period of time where the employee is not actively at work.

- (f) Such employee's vacation and sick leave accrual shall be based on her or his regular hours worked.
  - (ii) Vacation and sick leave shall only be utilized during the compressed work period described above.

#### 3. **Evaluation**

The Parties will meet through the Joint Committee no later than one (1) year following the date of ratification of the Collective Agreement to discuss the operation of this Letter of Understanding and to assess potential modifications. The Parties may jointly recommend changes to the Letter of Understanding to their respective principals as a result of these discussions.

#### 4. Expiry

This Letter of Understanding will expire March 31, 2011, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA						
M. JM	Allo Courl						
DATE: January 8, 2009	DATE: January 9, 2009						

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE UNION
CKOB5	L. may
DATE: January 9, 2009	DATE: January 9, 2009
The undersigned hereby certify that the foreterms and conditions agreed upon in negotia	egoing Collective Agreement properly sets forth the ations.
ON BEHALF OF THE EMPLOYER BARGAINING TEAM	ON BEHALF OF THE UNION BARGAINING TEAM
Pole S	Jest Jest
Kimberley her Banc	9. L. Smith
Oslenda Forster	Ro
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Glenda Forster Dany Hole Rwother from.	Wend Renaud
AR.	State of the state
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BBPaudlin	Stell
M. Off	- AMIRA
DATE: October 9, 2008	DATE: October 9, 2008

### **SALARIES APPENDIX**

### PARAMEDICAL TECHNICAL

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
11.	Cardiovascular Perfusionist II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	35.58 37.36 39.23 41.00	36.68 38.51 40.44 42.26	37.83 39.72 41.71 43.59	39.20 41.16 43.22 45.16	40.48 42.50 44.63 46.64	41.80 43.89 46.08 48.15	43.18 45.34 47.61 49.75	44.55 46.78 49.12 51.33	46.10 48.41 50.83 53.12
11a.	Cardiovascular Perfusionist I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	34.35 36.07 37.87 39.57	35.43 37.20 39.06 40.82	36.57 38.40 40.32 42.13	37.76 39.65 41.63 43.50	38.94 40.89 42.93 44.86	40.19 42.20 44.31 46.30	41.49 43.56 45.74 47.80	42.81 44.95 47.20 49.32	44.29 46.50 48.83 51.03
10.	Clinical Instructor (Technologies) Diagnostic Sonographer II Physiological Laboratory Technologist Polysomnographic Technologist II Respiratory Therapist III	II								
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.98 32.53 34.16 35.70	31.95 33.55 35.23 36.82	32.95 34.60 36.33 37.96	34.12 35.83 37.62 39.31	35.23 36.99 38.84 40.59	36.39 38.21 40.12 41.93	37.57 39.45 41.42 43.28	38.79 40.73 42.77 44.69	40.15 42.16 44.27 46.26
10a.	Magnetic Resonance Imaging Technol	ogist II								
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.20 31.71 33.30 34.80	31.15 32.71 34.35 35.90	32.13 33.74 35.43 37.02	33.18 34.84 36.58 38.23	34.24 35.95 37.75 39.45	35.33 37.10 38.96 40.71	36.47 38.29 40.20 42.01	37.62 39.50 41.48 43.35	38.93 40.88 42.92 44.85
9.	Diagnostic Sonographer I Laboratory Technologist III Medical Radiation Technologist III Nuclear Medicine Technologist III Physiological Laboratory Technologist Polysomnographic Technologist I Respiratory Therapist II	I								
	Current April 1, 2008 April 1, 2009 April 1, 2010	29.91 31.41 32.98 34.46	30.85 32.39 34.01 35.54	31.82 33.41 35.08 36.66	32.88 34.52 36.25 37.88	33.91 35.61 37.39 39.07	34.99 36.74 38.58 40.32	36.13 37.94 39.84 41.63	37.27 39.13 41.09 42.94	38.57 40.50 42.53 44.44
8.	Medical Photographer									
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.55 29.98 31.48 32.90	29.47 30.94 32.49 33.95	30.41 31.93 33.53 35.04	31.34 32.91 34.56 36.12	32.40 34.02 35.72 37.33	33.45 35.12 36.88 38.54	34.56 36.29 38.10 39.81	35.66 37.44 39.31 41.08	36.90 38.75 40.69 42.52

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
8a.	Magnetic Resonance Imaging Techno	logist I								
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.29 29.70 31.19 32.59	29.12 30.58 32.11 33.55	30.11 31.62 33.20 34.69	30.99 32.54 34.17 35.71	31.99 33.59 35.27 36.86	33.00 34.65 36.38 38.02	34.06 35.76 37.55 39.24	35.13 36.89 38.73 40.47	36.37 38.19 40.10 41.90
7.	Biomedical Equipment Technologist II  1 Combined Laboratory and X-Ray Technician II Dietary Technologist II E.E.G. Technologist II Laboratory Technologist II Medical Radiation Technologist II Nuclear Medicine Technologist II Ophthalmic Technician II Respiratory Therapist I	hnologist II								
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.03 29.43 30.90 32.29	28.86 30.30 31.82 33.25	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50
6.	Biomedical Equipment Technologist I Cardiology Technologist II Combined Laboratory and X-Ray Technologist I Dietary Technologist I E.E.G. Technologist I  3Health Information Management Professional II IVF Laboratory Technologist I Laboratory Technologist I Media Producer Medical Radiation Technologist I Nuclear Medicine Technologist I Ophthalmic Technologist I Orthopaedic Footwear Technician Orthotic Technician Registered Orthopaedic Technologist									
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.89 27.18 28.54 29.82	26.80 28.14 29.55 30.88	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26
5.	<sup>1</sup> No Classifications									
	Current April 1, 2008 April 1, 2009 April 1, 2010	24.59 25.82 27.11 28.33	25.32 26.59 27.92 29.18	26.09 27.39 28.76 30.05	26.97 28.32 29.74 31.08	27.75 29.14 30.60 31.98	28.56 29.99 31.49 32.91	29.45 30.92 32.47 33.93	30.39 31.91 33.51 35.02	31.46 33.03 34.68 36.24
5a.	<sup>4</sup> Cardiology Technologist I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	22.72 23.86 25.05 26.18	23.46 24.63 25.86 27.02	24.21 25.42 26.69 27.89	25.11 26.37 27.69 28.94	25.89 27.18 28.54 29.82	26.72 28.06 29.46 30.79	27.59 28.97 30.42 31.79	28.48 29.90 31.40 32.81	29.48 30.95 32.50 33.96

1 Combined Laboratory and X-Ray Technologist II moves from Technical Pay Grade 5 to Pay Grade 7 effective August 1, 2008

<sup>&</sup>lt;sup>2</sup> Combined Laboratory and X-Ray Technologist I moves from Technical Pay Grade 5a to Pay Grade 6 effective August 1, 2008

<sup>&</sup>lt;sup>3</sup> Health Record Technician II and Health Record Administrator I re-titled as Health Information Management Professional II effective August 1, 2008

<sup>&</sup>lt;sup>4</sup> Cardiology Technologist I moves from Technical Pay Grade 4 to Pay Grade 5A effective August 1, 2008.

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
4.	Apnea Technician Audiovisual Technician I  5Registered Dental Assistant Dialysis Technician I  6Health Information Management Prof I.P.G. Technician Medical Library Technician Pharmacy Technician	essional I								
	Current	22.72	23.46	24.21	25.11	25.89	26.72	27.59	28.48	
	April 1, 2008	23.86	24.63	25.42	26.37	27.18	28.06	28.97	29.90	
	April 1, 2009	25.05	25.86	26.69	27.69	28.54	29.46	30.42	31.40	
	April 1, 2010	26.18	27.02	27.89	28.94	29.82	30.79	31.79	32.81	
3.	Seating Technician I									
	Current	20.37	21.05	21.73	22.50	23.22	24.00	24.77		
	April 1, 2008	21.39	22.10	22.82	23.63	24.38	25.20	26.01		
	April 1, 2009	22.46	23.21	23.96	24.81	25.60	26.46	27.31		
	April 1, 2010	23.47	24.25	25.04	25.93	26.75	27.65	28.54		
2.	Laboratory Assistant									
	Radiology and Diagnostic Imaging Te	chnical Ass	istant							
	Current	17.30	17.86	18.42	19.01	19.65	20.27	20.91	21.58	
	April 1, 2008	18.17	18.75	19.34	19.96	20.63	21.28	21.96	22.66	
	April 1, 2009	19.08	19.69	20.31	20.96	21.66	22.34	23.06	23.79	
	April 1, 2010	19.94	20.58	21.22	21.90	22.63	23.35	24.10	24.86	
1.	Cardiology Technician Trainee									
	Current	15.36	15.86							
	April 1, 2008	16.13	16.65							
	April 1, 2009	16.94	17.48							
	April 1, 2010	17.70	18.27							

Dental Assistant renamed as Registered Dental Assistant and moves from Technical Pay Grade 3 to Pay Grade 4 effective August 1, 2008.
 Health Record Technician I re-titled as Health Information Management Professional I effective August 1, 2008.

#### **SALARIES APPENDIX**

### PARAMEDICAL PROFESSIONAL

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
10.	Neurophysiologist Psychologist II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	38.21 40.12 42.13 44.03	39.63 41.61 43.69 45.66	41.04 43.09 45.24 47.28	42.56 44.69 46.92 49.03	44.08 46.28 48.59 50.78	45.71 48.00 50.40 52.67	47.37 49.74 52.23 54.58	49.03 51.48 54.05 56.48	50.74 53.28 55.94 58.46
10a.	Pharmacist II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	37.60 39.48 41.45 43.32	38.96 40.91 42.96 44.89	40.43 42.45 44.57 46.58	41.89 43.98 46.18 48.26	43.45 45.62 47.90 50.06	45.02 47.27 49.63 51.86	46.67 49.00 51.45 53.77	48.31 50.73 53.27 55.67	50.00 52.50 55.13 57.61
9.	Laboratory Scientist III									
	Current April 1, 2008 April 1, 2009 April 1, 2010	34.75 36.49 38.31 40.03	36.03 37.83 39.72 41.51	37.37 39.24 41.20 43.05	38.74 40.68 42.71 44.63	40.16 42.17 44.28 46.27	41.62 43.70 45.89 47.96	43.14 45.30 47.57 49.71	44.65 46.88 49.22 51.43	46.22 48.53 50.96 53.25
9a.	Pharmacist I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	34.58 36.31 38.13 39.85	35.85 37.64 39.52 41.30	37.09 38.94 40.89 42.73	38.53 40.46 42.48 44.39	39.93 41.93 44.03 46.01	41.34 43.41 45.58 47.63	42.88 45.02 47.27 49.40	44.36 46.58 48.91 51.11	45.91 48.21 50.62 52.90
9b.	Clinical Supervisor									
	Current April 1, 2008 April 1, 2009 April 1, 2010	33.90 35.60 37.38 39.06	35.05 36.80 38.64 40.38	36.23 38.04 39.94 41.74	37.50 39.38 41.35 43.21	38.81 40.75 42.79 44.72	40.10 42.11 44.22 46.21	41.49 43.56 45.74 47.80	42.87 45.01 47.26 49.39	44.37 46.59 48.92 51.12
8.	Audiologist Family Counsellor Family Specialist Infection Control Practitioner Laboratory Scientist II Occupational Therapist III Physical Therapist III Psychologist I Social Worker III  Touch Speech Language Pathologist II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.67 33.25 34.91 36.48	32.82 34.46 36.18 37.81	34.01 35.71 37.50 39.19	35.29 37.05 38.90 40.65	36.58 38.41 40.33 42.14	37.86 39.75 41.74 43.62	39.26 41.22 43.28 45.23	40.63 42.66 44.79 46.81	42.08 44.18 46.39 48.48

 $<sup>^{7}</sup>$  Speech Language Pathologist I moves from Professional Pay Grade 6 to Pay Grade 8 effective August 1, 2008.

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
7.	Certified Orthotist									
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.15 32.71 34.35 35.90	32.31 33.93 35.63 37.23	33.50 35.18 36.94 38.60	34.72 36.46 38.28 40.00	36.03 37.83 39.72 41.51	37.35 39.22 41.18 43.03	38.70 40.64 42.67 44.59	40.06 42.06 44.16 46.15	41.47 43.54 45.72 47.78
6.	<sup>8</sup> Clinical Genetics Technologist II Dietitian II Exercise Specialist Occupational Therapist II Physical Therapist II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94
5.	Dietitian I Recreational Therapist II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.82 30.26 31.77 33.20	29.88 31.37 32.94 34.42	31.05 32.60 34.23 35.77	32.13 33.74 35.43 37.02	33.29 34.95 36.70 38.35	34.56 36.29 38.10 39.81	35.76 37.55 39.43 41.20	37.04 38.89 40.83 42.67	38.33 40.25 42.26 44.16
5a.	Kinesiologist Occupational Therapist I Physical Therapist I Public Health Inspector									
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.41 29.83 31.32 32.73	29.39 30.86 32.40 33.86	30.51 32.04 33.64 35.15	31.63 33.21 34.87 36.44	32.78 34.42 36.14 37.77	34.01 35.71 37.50 39.19	35.29 37.05 38.90 40.65	36.52 38.35 40.27 42.08	37.80 39.69 41.67 43.55
4.	<sup>9</sup> Clinical Genetics Technologist I <sup>10</sup> Dental Hygienist Laboratory Scientist I Social Worker II Health Promotion Facilitator Sexual Health Consultant									
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13

 $<sup>^8</sup>$  Clinical Genetics Technologist II moves from Technical Pay Grade 9 to Professional Pay Grade 6 effective August 1, 2008 .  $^9$  Clinical Genetics Technologist I moves from Technical Pay Grade 7 to Professional Pay Grade 4 effective August 1, 2008.  $^{10}$  Dental Hygienist moves from Professional Pay Grade 3 to Pay Grade 4 effective August 1, 2008.

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
3.	Child Life Specialist Music Therapist Recreational Therapist I <sup>11</sup> Psychometrist II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	27.28 28.64 30.07 31.42	28.28 29.69 31.17 32.57	29.31 30.78 32.32 33.77	30.43 31.95 33.55 35.06	31.54 33.12 34.78 36.35	32.69 34.32 36.04 37.66	33.90 35.60 37.38 39.06	35.07 36.82 38.66 40.40	36.30 38.12 40.03 41.83
2.	<sup>12</sup> Psychometrist I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.90 27.20 28.56 29.85	26.80 28.14 29.55 30.88	27.76 29.15 30.61 31.99	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.83 32.37 33.99 35.52	31.91 33.51 35.19 36.77	33.03 34.68 36.41 38.05	34.18 35.89 37.68 39.38
1.	Social Worker I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	23.90 25.10 26.36 27.55	24.75 25.99 27.29 28.52	25.70 26.99 28.34 29.62	26.63 27.96 29.36 30.68	27.62 29.00 30.45 31.82	28.62 30.05 31.55 32.97	29.67 31.15 32.71 34.18	30.68 32.21 33.82 35.34	31.75 33.34 35.01 36.59

Psychology Assistant II re-titled as Psychometrist II effective August 1, 2008. Psychology Assistant I re-titled as Psychometrist I effective August 1, 2008.

## SUPPLEMENTARY SALARY SCHEDULE CHINOOK HEALTH REGION

## **Salaries Appendix - Paramedical Technical**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
7.	Sleep Technologist									
	Current April 1, 2008 (5%) April 1, 2009 (5%) April 1, 2010	28.03 29.43 30.90 32.29	28.86 30.30 31.82 33.25	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50
6.	Registered Emerger	ncy Medica	l Technicia	n - Parame	edic					
	Current April 1, 2008 (5%) April 1, 2009 (5%) April 1, 2010	25.89 27.18 28.54 29.82	26.80 28.14 29.55 30.88	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26
	Home Visitation Adv	ocate								
	Current April 1, 2008 (5%) April 1, 2009 (5%) April 1, 2010	20.01 21.01 22.06 23.05	20.68 21.71 22.80 23.83	21.35 22.42 23.54 24.60	22.07 23.17 24.33 25.42	22.81 23.95 25.15 26.28	23.57 24.75 25.99 27.16	24.28 25.49 26.76 27.96	*26.38 27.70 28.94	*27.30 28.67 29.95
3A.	Laboratory Assistant	t II								
	Current April 1, 2008 (5%) April 1, 2009 (5%) April 1, 2010	18.34 19.18 20.14 21.05	18.92 20.09 21.09 22.04	19.48 21.21 22.27 23.27	20.07 21.82 22.91 23.94	20.68 22.69 23.82 24.89	21.31 23.93 25.13 26.26	21.96 24.77 26.01 27.18		

<sup>\*</sup> The initial effective date for Step 8 and 9 is December 1, 2008. Subsequent effective dates will be as they are listed on the Salary Grid.

## Salaries Appendix - Paramedical Professional

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
8.	Environmental Health	Officer Co	oordinator							
	Current April 1, 2008 (5%) April1, 2009 (5%) April 1, 2010	31.67 33.25 34.91 36.48	32.82 34.46 36.18 37.81	34.01 35.71 37.5 39.19	35.29 37.05 38.90 40.65	36.58 38.41 40.33 42.14	37.86 39.75 41.74 43.62	39.26 41.22 43.28 45.23	40.63 42.66 44.79 46.81	42.08 44.18 46.39 48.48
6.	Rehabilitation Consul Psychogeriatric Consul Intake Service Coord Health Promotion Spantitionist Educator Early Intervention Promoted Health Therap Behaviour Management	sultant inator ecialist ogrammer oist	list							
	Current April 1, 2008 (5%) April 1, 2009 (5%) April 1, 2010	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94
6A.	Environmental Health	n Officer								
	Current April 1, 2008 (5%) April 1, 2009 (5%) April 1, 2010	29.71 31.20 32.76 34.23	30.98 32.53 34.16 35.70	32.30 33.92 35.62 37.22	33.65 35.33 37.10 38.77	35.06 36.81 38.65 40.39	36.51 38.34 40.26 42.07	38.05 39.95 41.95 43.84	38.98 40.93 42.98 44.91	40.33 42.35 44.47 46.47
3.	First Nations Liaison	Worker								
	Current April 1, 2008 (5%) April 1, 2009 (5%) April 1, 2010	27.28 28.64 30.07 31.42	28.28 29.69 31.17 32.57	29.31 30.78 32.32 33.77	30.43 31.95 33.55 35.06	31.54 33.12 34.78 36.35	32.69 34.32 36.04 37.66	33.90 35.60 37.38 39.06	35.07 36.82 38.66 40.40	36.30 38.12 40.03 41.83
	Rehabilitation Practiti	ioner								
	Current April 1, 2008 (5%) April 1, 2009 (5%) April 1, 2010	19.96 20.96 22.01 23.00	20.69 21.72 22.81 23.84	21.49 22.56 23.69 24.76	22.29 23.40 24.57 25.68	23.13 24.29 25.50 26.65	23.97 25.17 26.43 27.62	24.85 26.09 27.39 28.62	25.75 27.04 28.39 29.67	26.73 28.07 29.47 30.80

### SUPPLEMENTARY SALARY SCHEDULE PALLISER HEALTH REGION

## **Emergency Medical Services Personnel**

Pay <u>Grade</u>	<u>Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
7.	Team Leader									
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.03 29.43 30.90 32.29	28.86 30.30 31.82 33.25	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50
6.	Registered EMT - P	aramedic								
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.89 27.18 28.54 29.82	26.80 28.14 29.55 30.88	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26
4b.	Registered EMT - A	mbulance								
	Current April 1, 2008 April 1, 2009 April 1, 2010	21.49 22.56 23.69 24.76	22.22 23.33 24.50 25.60	23.02 24.17 25.38 26.52	23.83 25.02 26.27 27.45	24.72 25.96 27.26 28.49	25.56 26.84 28.18 29.45	26.50 27.83 29.22 30.53	27.35 28.72 30.16 31.52	
Param	edical Technical	I								
Pay <u>Grade</u>	<u>Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Biomedical Technol	ogist III								
	Current April 1, 2008 April 1, 2009 April 1, 2010	29.91 31.41 32.98 34.46	30.85 32.39 34.01 35.54	31.82 33.41 35.08 36.66	32.88 34.52 36.25 37.88	33.91 35.61 37.39 39.07	34.99 36.74 38.58 40.32	36.13 37.94 39.84 41.63	37.27 39.13 41.09 42.94	38.57 40.50 42.53 44.44
Comm	unity Health Se	rvices								
Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Child Development Eating Disorders Co	•	I							
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.67 33.25 34.91 36.48	32.82 34.46 36.18 37.81	34.01 35.71 37.50 39.19	35.29 37.05 38.90 40.65	36.58 38.41 40.33 42.14	37.86 39.75 41.74 43.62	39.26 41.22 43.28 45.23	40.63 42.66 44.79 46.81	42.08 44.18 46.39 48.48

Pay <u>Grade</u>	<u>Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Child Development Nutritionist II	Specialist I								
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94
	Nutritionist I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.82 30.26 31.77 33.20	29.88 31.37 32.94 34.42	31.05 32.60 34.23 35.77	32.13 33.74 35.43 37.02	33.29 34.95 36.70 38.35	34.56 36.29 38.10 39.81	35.76 37.55 39.43 41.20	37.04 38.89 40.83 42.67	38.33 40.25 42.26 44.16
	Environmental Healt	th Inspecto	r							
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.69 30.12 31.63 33.05	29.68 31.16 32.72 34.19	30.81 32.35 33.97 35.50	31.92 33.52 35.20 36.78	33.10 34.76 36.50 38.14	34.33 36.05 37.85 39.55	35.61 37.39 39.26 41.03	36.87 38.71 40.65 42.48	38.17 40.08 42.08 43.97
	Home Based Develo	opment Wo	rker II							
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.41 29.83 31.32 32.73	29.39 30.86 32.40 33.86	30.51 32.04 33.64 35.15	31.63 33.21 34.87 36.44	32.78 34.42 36.14 37.77	34.01 35.71 37.50 39.19	35.29 37.05 38.90 40.65	36.52 38.35 40.27 42.08	37.80 39.69 41.67 43.55
4.	Health Promotion Fa	acilitator - I	njury Preve	ention						
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13
3.	Rehabilitation Exerc	ise Leader								
	Current April 1, 2008 April 1, 2009 April 1, 2010	27.28 28.64 30.07 31.42	28.28 29.69 31.17 32.57	29.31 30.78 32.32 33.77	30.43 31.95 33.55 35.06	31.54 33.12 34.78 36.35	32.69 34.32 36.04 37.66	33.90 35.60 37.38 39.06	35.07 36.82 38.66 40.40	36.30 38.12 40.03 41.83
	Home Based Develo	opment Wo	rker I							
	Current April 1, 2008 April 1, 2009 April 1, 2010	24.45 25.67 26.95 28.16	25.18 26.44 27.76 29.01	25.95 27.25 28.61 29.90	26.74 28.08 29.48 30.81	27.57 28.95 30.40 31.77	28.43 29.85 31.34 32.75	29.30 30.77 32.31 33.76	30.21 31.72 33.31 34.81	

## SUPPLEMENTARY SALARY SCHEDULE MINERAL SPRINGS HOSPITAL, BANFF

Pay <u>Grade</u>	<u>Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Registered Emergence	y Medical Ted	chnician - F	Paramedic						
	Current	24.74	25.35	25.96	26.59	27.26	27.89	28.59	29.28	30.31
	April 1, 2008	26.50	27.15	27.81	28.48	29.19	29.87	30.62	31.35	32.47
	April 1, 2009	28.11	28.80	29.49	30.20	30.96	31.67	32.47	33.25	34.43
	April 1, 2010	29.37	30.10	30.82	31.56	32.35	33.10	33.93	34.75	35.98
	Registered Emergend	y Medical Ted	chnician - A	mbulance						
	Current	19.74	20.48	21.20	21.93	22.72	23.53	24.34		
	April 1, 2008	21.14	21.93	22.71	23.49	24.34	25.20	26.07		
	April 1, 2009	22.42	23.26	24.09	24.91	25.82	26.72	27.64		
	April 1, 2010	23.43	24.31	25.17	26.03	26.98	27.92	28.88		

## SUPPLEMENTARY SALARY SCHEDULE CALGARY HEALTH REGION

### **Local Conditions Applicable to Patient Transfer Personnel**

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Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
7.	Registered EMT –	Senior Para	amedic							
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.03 29.43 30.90 32.29	28.86 30.30 31.82 33.25	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50
6.	Registered EMT - F	aramedic								
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.89 27.18 28.54 29.82	26.80 28.14 29.55 30.88	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26
3a.	Registered EMT - T	ransfer								
	Current April 1, 2008 April 1, 2009 April 1, 2010	20.35 21.37 22.44 23.45	21.02 22.07 23.17 24.21	21.68 22.76 23.90 24.98	22.39 23.51 24.69 25.80	23.11 24.27 25.48 26.63	23.84 25.03 26.28 27.46	24.64 25.87 27.16 28.38	25.43 26.70 28.04 29.30	
2.	Emergency Medica	l Responde	r							
	Current April 1, 2008 April 1, 2009 April 1, 2010	17.73 18.62 19.55 20.43	18.36 19.28 20.24 21.15	18.88 19.82 20.81 21.75	19.55 20.53 21.56 22.53	20.11 21.12 22.18 23.18	20.82 21.86 22.95 23.98	21.42 22.49 23.61 24.67	22.10 23.21 24.37 25.47	
Techni	cal Classificatio	ns								
Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
11B.	Polysomnographic <sup>1</sup>	Technologi	st III							
	Current April 1, 2008 April 1, 2009	32.08 33.68 35.36	33.05 34.70 36.44	34.09 35.79 37.58	35.42 37.19 39.05	36.61 38.44 40.36	37.83 39.72 41.71	39.08 41.03 43.08	40.36 42.38 44.50	41.79 43.88 46.07

42.18

33.91

35.61

37.39

39.07

43.59

34.99

36.74

38.58

40.32

45.02

36.13

37.94

39.84

41.63

46.50

37.27

39.13

41.09

42.94

48.14

38.57

40.50

42.53

44.44

36.95

29.91

31.41

32.98

34.46

Biomedical Equipment Technologist III

38.08

30.85

32.39

34.01

35.54

39.27

31.82

33.41

35.08

36.66

40.81

32.88

34.52

36.25

37.88

April 1, 2010

Senior Tissue Specialist

April 1, 2008

April 1, 2009

April 1, 2010

Current

9.

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
8.	Opthalmic Technolo	gist								
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.55 29.98 31.48 32.90	29.47 30.94 32.49 33.95	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50
7.	IVF Technologist II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.03 29.43 30.90 32.29	28.86 30.30 31.82 33.25	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50
5.	Telehealth Technicia	an								
	Current April 1, 2008 April 1, 2009 April 1, 2010	24.59 25.82 27.11 28.33	25.32 26.59 27.92 29.18	26.09 27.39 28.76 30.05	26.97 28.32 29.74 31.08	27.75 29.14 30.60 31.98	28.56 29.99 31.49 32.91	29.45 30.92 32.47 33.93		
3.	Opthalmic Assistant									
	Current April 1, 2008 April 1, 2009 April 1, 2010	20.37 21.39 22.46 23.47	21.05 22.10 23.21 24.25	21.73 22.82 23.96 25.04	22.50 23.63 24.81 25.93	23.22 24.38 25.60 26.75	24.00 25.20 26.46 27.65	24.77 26.01 27.31 28.54		
3A.	Laboratory Assistan	t II								
	Current April 1, 2008 April 1, 2009 April 1, 2010	18.34 19.26 20.22 21.13	18.92 19.87 20.86 21.80	19.48 20.45 21.47 22.44	20.07 21.07 22.12 23.12	20.68 21.71 22.80 23.83	21.31 22.38 23.50 24.56	21.96 23.06 24.21 25.30		

## **Professional Classifications**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
11.	Clinical Information	Resource S	Specialist II	I						
	Current April 1, 2008 April 1, 2009 April 1, 2010	41.33 43.40 45.57 47.62	42.88 45.02 47.27 49.40	44.40 46.62 48.95 51.15	46.04 48.34 50.76 53.04	47.67 50.05 52.55 54.91	49.43 51.90 54.50 56.95	51.24 53.80 56.49 59.03	53.03 55.68 58.46 61.09	54.89 57.63 60.51 63.23

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
10.	Neuropsychologist Speech Language F Social Worker IV	athologist	111							
	Current April 1, 2008 April 1, 2009 April 1, 2010	38.21 40.12 42.13 44.03	39.63 41.61 43.69 45.66	41.04 43.09 45.24 47.28	42.56 44.69 46.92 49.03	44.08 46.28 48.59 50.78	45.71 48.00 50.40 52.67	47.37 49.74 52.23 54.58	49.03 51.48 54.05 56.48	50.74 53.28 55.94 58.46
10B.	Dental Hygienist									
	Current April 1, 2008 April 1, 2009 April 1, 2010	38.05 39.95 41.95 43.84	39.27 41.23 43.29 45.24	40.55 42.58 44.71 46.72	41.85 43.94 46.14 48.22	43.06 45.21 47.47 49.61	44.33 46.55 48.88 51.08	45.58 47.86 50.25 52.51	47.19 49.55 52.03 54.37	48.84 51.28 53.84 56.26
10C.	Clinical Information	Resource S	Specialist II							
	Current April 1, 2008 April 1, 2009 April 1, 2010	37.60 39.48 41.45 43.32	38.96 40.91 42.96 44.89	40.43 42.45 44.57 46.58	41.89 43.98 46.18 48.26	43.45 45.62 47.90 50.06	45.02 47.27 49.63 51.86	46.67 49.00 51.45 53.77	48.31 50.73 53.27 55.67	50.00 52.50 55.13 57.61
9a.	Clinical Information	Resource S	Specialist I							
	Current April 1, 2008 April 1, 2009 April 1, 2010	35.86 37.65 39.53 41.31	37.24 39.10 41.06 42.91	38.57 40.50 42.53 44.44	40.01 42.01 44.11 46.09	41.52 43.60 45.78 47.84	43.00 45.15 47.41 49.54	44.63 46.86 49.20 51.41	46.20 48.51 50.94 53.23	47.81 50.20 52.71 55.08
9.	Therapy Specialist									
	Current April 1, 2008 April 1, 2009 April 1, 2010	34.75 36.49 38.31 40.03	36.03 37.83 39.72 41.51	37.37 39.24 41.20 43.05	38.74 40.68 42.71 44.63	40.16 42.17 44.28 46.27	41.62 43.70 45.89 47.96	43.14 45.30 47.57 49.71	44.65 46.88 49.22 51.43	46.22 48.53 50.96 53.25
8.	Education Consultar Dietician III Family Specialist Genetic Counsellor Program Facilitator Recreational Therap									
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.67 33.25 34.91 36.48	32.82 34.46 36.18 37.81	34.01 35.71 37.50 39.19	35.29 37.05 38.90 40.65	36.58 38.41 40.33 42.14	37.86 39.75 41.74 43.62	39.26 41.22 43.28 45.23	40.63 42.66 44.79 46.81	42.08 44.18 46.39 48.48
7A.	Orthoptist II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.16 32.72 34.36 35.91	32.29 33.90 35.60 37.20	33.49 35.16 36.92 38.58	34.69 36.42 38.24 39.96	35.97 37.77 39.66 41.44	37.31 39.18 41.14 42.99	38.68 40.61 42.64 44.56	40.05 42.05 44.15 46.14	41.46 43.53 45.71 47.77

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6.	Analyst Clinical Facilitator Education Consultar Home Service Thera									
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94
5.	Mental Health Clinic	ian								
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.82 30.26 31.77 33.20	29.88 31.37 32.94 34.42	31.05 32.60 34.23 35.77	32.13 33.74 35.43 37.02	33.29 34.95 36.70 38.35	34.56 36.29 38.10 39.81	35.76 37.55 39.43 41.20	37.04 38.89 40.83 42.67	38.33 40.25 42.26 44.16
4.	Addiction Therapist Forensic Psychiatric Orthoptist	: Therapist								
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13
3.	Aboriginal Hospital F Research Assistant		tive II							
	Current April 1, 2008 April 1, 2009 April 1, 2010	27.28 28.64 30.07 31.42	28.28 29.69 31.17 32.57	29.31 30.78 32.32 33.77	30.43 31.95 33.55 35.06	31.54 33.12 34.78 36.35	32.69 34.32 36.04 37.66	33.90 35.60 37.38 39.06	35.07 36.82 38.66 40.40	36.30 38.12 40.03 41.83
2.	Research Assistant									
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.90 27.20 28.56 29.85	26.80 28.14 29.55 30.88	27.76 29.15 30.61 31.99	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.83 32.37 33.99 35.52	31.91 33.51 35.19 36.77	33.03 34.68 36.41 38.05	34.18 35.89 37.68 39.38
1.	Aboriginal Hospital F Parent Services Adv	•	tive I							
	Current April 1, 2008 April 1, 2009 April 1, 2010	23.90 25.10 26.36 27.55	24.75 25.99 27.29 28.52	25.70 26.99 28.34 29.62	26.63 27.96 29.36 30.68	27.62 29.00 30.45 31.82	28.62 30.05 31.55 32.97	29.67 31.15 32.71 34.18	30.68 32.21 33.82 35.34	31.75 33.34 35.01 36.59

## Local Conditions Applicable to Calgary Community (including Airdrie and Cochrane)

## **Salary Appendix HSAA Community Technical**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
7.	Respiratory Therapis	st								
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.03 29.43 30.90 32.29	28.86 30.30 31.82 33.25	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50
3.	Outreach Worker II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	21.29 22.35 23.47 24.53	22.30 23.42 24.59 25.70	23.36 24.53 25.76 26.92	24.48 25.70 26.99 28.20	25.65 26.93 28.28 29.55	26.89 28.23 29.64 30.97	27.76 29.15 30.61 31.99		
2.	Child Care Provider Outreach Worker I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	19.39 20.36 21.38 22.34	20.31 21.33 22.40 23.41	21.29 22.35 23.47 24.53	22.30 23.42 24.59 25.70	23.36 24.53 25.76 26.92	24.48 25.70 26.99 28.20	25.27 26.53 27.86 29.11		
1.	Interpreter									
	Current April 1, 2008 April 1, 2009 April 1, 2010	17.70 18.59 19.52 20.40	18.54 19.47 20.44 21.36	19.39 20.36 21.38 22.34	20.31 21.33 22.40 23.41	21.29 22.35 23.47 24.53	22.30 23.42 24.59 25.70	23.01 24.16 25.37 26.51		

## **Salary Appendix HSAA Community Professional**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Olassification	Olop I	Olcp Z	Olcp 5	Olop 4	Olop 5	Olop o	Olop 1	Olop o	Olep 5
10.	Psychologist									
	Current April 1, 2008 April 1, 2009 April 1, 2010	38.21 40.12 42.13 44.03	39.63 41.61 43.69 45.66	41.04 43.09 45.24 47.28	42.56 44.69 46.92 49.03	44.08 46.28 48.59 50.78	45.71 48.00 50.40 52.67	47.37 49.74 52.23 54.58	49.03 51.48 54.05 56.48	50.74 53.28 55.94 58.46
10a.	Dental Hygienist (Cli	nical)								
	Current April 1, 2008 April 1, 2009 April 1, 2010	38.05 39.95 41.95 43.84	39.27 41.23 43.29 45.24	40.29 42.30 44.42 46.42	41.85 43.94 46.14 48.22	43.06 45.21 47.47 49.61	44.33 46.55 48.88 51.08	45.58 47.86 50.25 52.51	47.19 49.55 52.03 54.37	48.84 51.28 53.84 56.26
9a.	Pharmacist									
	Current April 1, 2008 April 1, 2009 April 1, 2010	34.55 36.28 38.09 39.80	35.80 37.59 39.47 41.25	37.09 38.94 40.89 42.73	38.49 40.41 42.43 44.34	39.90 41.90 44.00 45.98	41.30 43.37 45.54 47.59	42.84 44.98 47.23 49.36	44.32 46.54 48.87 51.07	45.88 48.17 50.58 52.86

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
8.	Public Health Inspec Risk Assessment Sp										
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.67 33.25 34.91 36.48	32.82 34.46 36.18 37.81	34.01 35.71 37.50 39.19	35.29 37.05 38.90 40.65	36.58 38.41 40.33 42.14	37.86 39.75 41.74 43.62	39.26 41.22 43.28 45.23	40.63 42.66 44.79 46.81	42.08 44.18 46.39 48.48	
7.	Community Development Coordinator (Masters) Environment Health Adv. Injury Control Project Research Project Coordinator (Masters)										
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.15 32.71 34.35 35.90	32.31 33.93 35.63 37.23	33.50 35.18 36.94 38.60	34.72 36.46 38.28 40.00	36.03 37.83 39.72 41.51	37.35 39.22 41.18 43.03	38.70 40.64 42.67 44.59	40.06 42.06 44.16 46.15	41.47 43.54 45.72 47.78	
6.	Nutritionist II Public Health Inspec	tor I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94	
5.	Mental Health Thera Mental Health Const Nutritionist										
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.82 30.26 31.77 33.20	29.88 31.37 32.94 34.42	31.05 32.60 34.23 35.77	32.13 33.74 35.43 37.02	33.29 34.95 36.70 38.35	34.56 36.29 38.10 39.81	35.76 37.55 39.43 41.20	37.04 38.89 40.83 42.67	38.33 40.25 42.26 44.16	
4.	Dental Hygienist (Co Educational Coordin Research/Project Co Health Education Co	ator ordinator									
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13	
3.	Child Development S	Specialist									
	Current April 1, 2008 April 1, 2009 April 1, 2010	27.28 28.64 30.07 31.42	28.28 29.69 31.17 32.57	29.31 30.78 32.32 33.77	30.43 31.95 33.55 35.06	31.54 33.12 34.78 36.35	32.69 34.32 36.04 37.66	33.90 35.60 37.38 39.06	35.07 36.82 38.66 40.40	36.29 38.10 40.01 41.81	

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
2.	Community Health E Community Liaison V Coordinator of Volun Early Intervention W	Vorker teers II								
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.90 27.20 28.56 29.85	26.80 28.14 29.55 30.88	27.76 29.15 30.61 31.99	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.83 32.37 33.99 35.52	31.91 33.51 35.19 36.77	33.03 34.68 36.41 38.05	34.18 35.89 37.68 39.38
1.	Coordinator of Volun Public Health Inspec Resource Liaison		e)							
	Current April 1, 2008 April 1, 2009 April 1, 2010	23.90 25.10 26.36 27.55	24.75 25.99 27.29 28.52	25.70 26.99 28.34 29.62	26.63 27.96 29.36 30.68	27.62 29.00 30.45 31.82	28.62 30.05 31.55 32.97	29.67 31.15 32.71 34.18	30.68 32.21 33.82 35.34	31.75 33.34 35.01 36.59

# Local Conditions Applicable to the Former Alberta Mental Health (Claresholm & Clinics)

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9			
9b.	Professionals (Clinic Clinic Supervisor	cs)											
	Current April 1, 2008 April 1, 2009 April 1, 2010	33.90 35.60 37.38 39.06	35.05 36.80 38.64 40.38	36.23 38.04 39.94 41.74	37.50 39.38 41.35 43.21	38.80 40.74 42.78 44.71	40.10 42.11 44.22 46.21	41.50 43.58 45.76 47.82	42.87 45.01 47.26 49.39	44.37 46.59 48.92 51.12			
	Rehabilitation Practitioner II												
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.40 29.82 31.31 32.72	29.36 30.83 32.37 33.83	30.31 31.83 33.42 34.92	31.29 32.85 34.49 36.04	31.51 33.09 34.74 36.30	33.21 34.87 36.61 38.26	34.18 35.89 37.68 39.38	35.12 36.88 38.72 40.46	36.36 38.18 40.09 41.89			
	Professionals (Care Rehabilitation Pract												
	Current April 1, 2008 April 1, 2009 April 1, 2010	23.18 24.34 25.56 26.71	24.04 25.24 26.50 27.69	24.91 26.16 27.47 28.71	25.81 27.10 28.46 29.74	26.76 28.10 29.51 30.84	27.77 29.16 30.62 32.00	28.79 30.23 31.74 33.17	29.80 31.29 32.85 34.33	30.84 32.38 34.00 35.53			

## SUPPLEMENTARY SALARY SCHEDULE DAVID THOMPSON HEALTH REGION

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9				
6.	Chronic Condition Client Health Educator Health Promotion Coordinator													
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94				
	Public Health Inspector													
	Current April 1, 2008 April 1, 2009 April 1, 2010	29.72 31.21 32.77 34.24	30.98 32.53 34.16 35.70	32.30 33.92 35.62 37.22	33.65 35.33 37.10 38.77	35.06 36.81 38.65 40.39	36.51 38.34 40.26 42.07	38.05 39.95 41.95 43.84	38.98 40.93 42.98 44.91	40.33 42.35 44.47 46.47				
	Continuing Care Co First Nations Liaison Health Promotions I Injury Prevention Sp Program Evaluation School Health Facil	n Coordinat Facilitator pecialist Facilitator	or											
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13				
	Child Development Coordinator													
	Current April 1, 2008 April 1, 2008 April 1, 2008	27.24 28.60 30.03 31.38	28.25 29.66 31.14 32.54	29.45 30.92 32.47 33.93	30.60 32.13 33.74 35.26	31.81 33.40 35.07 36.65	33.09 34.74 36.48 38.12	34.46 36.18 37.99 39.70	35.68 37.46 39.33 41.10					
	Public Health Data	Technician												
	Current April 1, 2008 April 1, 2009 April 1, 2010	22.72 23.86 25.05 26.18	23.46 24.63 25.86 27.02	24.21 25.42 26.69 27.89	25.11 26.37 27.69 28.94	25.89 27.18 28.54 29.82	26.72 28.06 29.46 30.79	27.59 28.97 30.42 31.79	28.48 29.90 31.40 32.81					
	Laboratory Assistan	nt II												
	Current April 1, 2008 April 1, 2009 April 1, 2010	18.34 19.26 20.22 21.13	18.92 19.87 20.86 21.80	19.48 20.45 21.47 22.44	20.07 21.07 22.12 23.12	20.68 21.71 22.80 23.83	21.31 22.38 23.50 24.56	21.96 23.06 24.21 25.30	22.66 23.79 24.98 26.10					

## SUPPLEMENTARY SALARY SCHEDULE EAST CENTRAL HEALTH

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9			
8.	Community Brain Injury Rehabilitation Specialist												
	Current	31.67	32.82	34.01	35.29	36.58	37.86	39.26	40.63	42.08			
	April 1, 2008	33.25	34.46	35.71	37.05	38.41	39.75	41.22	42.66	44.18			
	April 1, 2009	34.91	36.18	37.50	38.90	40.33	41.74	43.28	44.79	46.39			
	April 1, 2010	36.48	37.81	39.19	40.65	42.14	43.62	45.23	46.81	48.48			
	Early Intervention P	rogram Wo	orker										
	Current	28.03	28.86	29.80	30.70	31.69	32.69	33.72	34.79	36.02			
	April 1, 2008	29.43	30.30	31.29	32.24	33.27	34.32	35.41	36.53	37.82			
	April 1, 2009	30.90	31.82	32.85	33.85	34.93	36.04	37.18	38.36	39.71			
	April 1, 2010	32.29	33.25	34.33	35.37	36.50	37.66	38.85	40.09	41.50			

## SUPPLEMENTARY SALARY SCHEDULE CAPITAL HEALTH

## **Emergency Medical Services Personnel**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9			
6.	Registered EMT - Paramedic												
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.89 27.18 28.54 29.82	26.80 28.14 29.55 30.88	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26			
4b.	Current April 1, 2008 April 1, 2009 April 1, 2010	21.49 22.56 23.69 24.76	22.22 23.33 24.50 25.60	23.02 24.17 25.38 26.52	23.83 25.02 26.27 27.45	24.72 25.96 27.26 28.49	25.56 26.84 28.18 29.45	26.50 27.83 29.22 30.53	27.35 28.72 30.16 31.52				

## **Local Conditions Applicable to University of Alberta Hospitals Only**

## **Technical Classifications**

Pay <u>Grade</u>	<u>Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9		
10.	Anaesthesia Technician III Clinical Equipment Specialist II											
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.98 32.53 34.16 35.70	31.95 33.55 35.23 36.82	32.95 34.60 36.33 37.96	34.12 35.83 37.62 39.31	35.23 36.99 38.84 40.59	36.39 38.21 40.12 41.93	37.57 39.45 41.42 43.28	38.79 40.73 42.77 44.69	40.15 42.16 44.27 46.26		
9.	Anaesthesia Technician II Clinical Equipment Specialist I Environmental Technologist III											
	Current April 1, 2008 April 1, 2009 April 1, 2010	29.91 31.41 32.98 34.46	30.85 32.39 34.01 35.54	31.82 33.41 35.08 36.66	32.88 34.52 36.25 37.88	33.91 35.61 37.39 39.07	34.99 36.74 38.58 40.32	36.13 37.94 39.84 41.63	37.27 39.13 41.09 42.94	38.57 40.50 42.53 44.44		
7.	Environmental Technologist II Sleep Technologist Supervisor - EKG Lab											
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.03 29.43 30.90 32.29	28.86 30.30 31.82 33.25	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50		

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9			
6.	Dental Technician E.M.G. Technologist E.N.G. Technician Environmental Technologist I Pharmacy Technician II Psychology Technician Medical Library Technician II												
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.89 27.18 28.54 29.82	26.80 28.14 29.55 30.88	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26			
3a.	Orthopaedic Footw	ear Traine	Э										
	Current April 1, 2008 April 1, 2009 April 1, 2010	19.83 20.82 21.86 22.84	21.03 22.08 23.18 24.22										
Profess	sional Classifica	ations											
D													
Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9			
•	Classification Genetics Counsello		Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9			
<u>Grade</u>			32.82 34.46 36.18 37.81	34.01 35.71 37.50 39.19	35.29 37.05 38.90 40.65	36.58 38.41 40.33 42.14	37.86 39.75 41.74 43.62	39.26 41.22 43.28 45.23	40.63 42.66 44.79 46.81	<b>Step 9</b> 42.08 44.18 46.39 48.48			
<u>Grade</u>	Genetics Counsello Current April 1, 2008 April 1, 2009	31.67 33.25 34.91 36.48	32.82 34.46 36.18	34.01 35.71 37.50	35.29 37.05 38.90	36.58 38.41 40.33	37.86 39.75 41.74	39.26 41.22 43.28	40.63 42.66 44.79	42.08 44.18 46.39			
Grade 8.	Current April 1, 2008 April 1, 2009 April 1, 2010	31.67 33.25 34.91 36.48	32.82 34.46 36.18	34.01 35.71 37.50	35.29 37.05 38.90	36.58 38.41 40.33	37.86 39.75 41.74	39.26 41.22 43.28	40.63 42.66 44.79	42.08 44.18 46.39			
Grade 8.	Current April 1, 2008 April 1, 2010  Genetics Counsello  Current April 1, 2010  Genetics Counsello  Current April 1, 2008 April 1, 2008 April 1, 2009	31.67 33.25 34.91 36.48 or I 31.15 32.71 34.35 35.90	32.82 34.46 36.18 37.81 32.31 33.93 35.63 37.23	34.01 35.71 37.50 39.19 33.50 35.18 36.94 38.60	35.29 37.05 38.90 40.65 34.72 36.46 38.28	36.58 38.41 40.33 42.14 36.03 37.83 39.72	37.86 39.75 41.74 43.62 37.35 39.22 41.18	39.26 41.22 43.28 45.23 38.70 40.64 42.67	40.63 42.66 44.79 46.81 40.06 42.06 44.16	42.08 44.18 46.39 48.48 41.47 43.54 45.72			
<ul><li>Grade</li><li>8.</li><li>7.</li></ul>	Current April 1, 2008 April 1, 2009 April 1, 2010  Genetics Counsello  Current April 1, 2008 April 1, 2008 April 1, 2009 April 1, 2010  Clinical Instructor Dietitian Instructor	31.67 33.25 34.91 36.48 or I 31.15 32.71 34.35 35.90	32.82 34.46 36.18 37.81 32.31 33.93 35.63 37.23	34.01 35.71 37.50 39.19 33.50 35.18 36.94 38.60	35.29 37.05 38.90 40.65 34.72 36.46 38.28	36.58 38.41 40.33 42.14 36.03 37.83 39.72	37.86 39.75 41.74 43.62 37.35 39.22 41.18	39.26 41.22 43.28 45.23 38.70 40.64 42.67	40.63 42.66 44.79 46.81 40.06 42.06 44.16	42.08 44.18 46.39 48.48 41.47 43.54 45.72			
<ul><li>Grade</li><li>8.</li><li>7.</li></ul>	Current April 1, 2008 April 1, 2009 April 1, 2010  Genetics Counsello  Current April 1, 2008 April 1, 2008 April 1, 2009 April 1, 2010  Clinical Instructor Dietitian Instructor Orthoptist II  Current April 1, 2008 April 1, 2008 April 1, 2009	31.67 33.25 34.91 36.48 or I 31.15 32.71 34.35 35.90 Physical/ 0	32.82 34.46 36.18 37.81 32.31 33.93 35.63 37.23 Occupations	34.01 35.71 37.50 39.19 33.50 35.18 36.94 38.60 al Therapy 33.49 35.16 36.92	35.29 37.05 38.90 40.65 34.72 36.46 38.28 40.00	36.58 38.41 40.33 42.14 36.03 37.83 39.72 41.51 35.97 37.77 39.66	37.86 39.75 41.74 43.62 37.35 39.22 41.18 43.03	39.26 41.22 43.28 45.23 38.70 40.64 42.67 44.59	40.63 42.66 44.79 46.81 40.06 42.06 44.16 46.15	42.08 44.18 46.39 48.48 41.47 43.54 45.72 47.78			

April 1, 2008

April 1, 2009 April 1, 2010

Current

April 1, 2008

April 1, 2009 April 1, 2010

1.

Child Development Worker

29.55

31.03

32.43

23.90

25.10

26.36

27.55

30.56

32.09

33.53

24.75

25.99

27.29

28.52

31.72

33.31

34.81

25.70

26.99

28.34

29.62

32.89

34.53

36.08

26.63

27.96

29.36

30.68

34.10

35.81

37.42

27.62

29.00

30.45

31.82

35.35

37.12 38.79

28.62

30.05

31.55

32.97

36.70

38.54

40.27

29.67

31.15

32.71

34.18

37.98

39.88

41.67

30.68

32.21

33.82

35.34

39.30

41.27

43.13

31.75

33.34

35.01

36.59

## Local Conditions Applicable to the Glenrose Rehabilitation Hospital Only

## **Technical Classifications**

April 1, 2009

April 1, 2010

34.91

36.48

36.18

37.81

37.50

39.19

38.90

40.65

40.33

42.14

41.74

43.62

43.28

45.23

44.79

46.81

46.39

48.48

Pay <u>Grade</u>	<u>Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
10a.	Medical Illustrator									
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.00 31.50 33.08 34.57	30.98 32.53 34.16 35.70	31.96 33.56 35.24 36.83	32.98 34.63 36.36 38.00	34.04 35.74 37.53 39.22	35.11 36.87 38.71 40.45	36.29 38.10 40.01 41.81	37.44 39.31 41.28 43.14	38.75 40.69 42.72 44.64
8.	CCTV Technician/P	hotographe	er							
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.55 29.98 31.48 32.90	29.47 30.94 32.49 33.95	30.41 31.93 33.53 35.04	31.34 32.91 34.56 36.12	32.40 34.02 35.72 37.33	33.45 35.12 36.88 38.54	34.56 36.29 38.10 39.81	35.66 37.44 39.31 41.08	36.90 38.75 40.69 42.52
6.	Prosthetic Technician Seating Technician Rehabilitation Engir	II	hnician							
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.89 27.18 28.54 29.82	26.80 28.14 29.55 30.88	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26
4.	EMG Assistant									
	Current April 1, 2008 April 1, 2009 April 1, 2010	22.72 23.86 25.05 26.18	23.46 24.63 25.86 27.02	24.21 25.42 26.69 27.89	25.11 26.37 27.69 28.94	25.89 27.18 28.54 29.82	26.72 28.06 29.46 30.79	27.59 28.97 30.42 31.79		
Profes	ssional Classific	ations								
Pay <u>Grade</u>	<u>Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
10.	Audiologist III Speech Language F	Pathologist	III (Clinical	Scientist)						
	Current April 1, 2008 April 1, 2009 April 1, 2010	38.21 40.12 42.13 44.03	39.63 41.61 43.69 45.66	41.04 43.09 45.24 47.28	42.56 44.69 46.92 49.03	44.08 46.28 48.59 50.78	45.71 48.00 50.40 52.67	47.37 49.74 52.23 54.58	49.03 51.48 54.05 56.48	50.74 53.28 55.94 58.46
8.	Clinical Engineer Early Childhood De Rehabilitation Engir Teacher of the Hea	neer								
	Current April 1, 2008	31.67 33.25 34.91	32.82 34.46 36.18	34.01 35.71	35.29 37.05 38.90	36.58 38.41 40.33	37.86 39.75 41.74	39.26 41.22 43.28	40.63 42.66 44.79	42.08 44.18 46.39

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
7.	Certified Prosthetist									
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.15 32.71 34.35 35.90	32.31 33.93 35.63 37.23	33.50 35.18 36.94 38.60	34.72 36.46 38.28 40.00	36.03 37.83 39.72 41.51	37.35 39.22 41.18 43.03	38.70 40.64 42.67 44.59	40.06 42.06 44.16 46.15	41.47 43.54 45.72 47.78
4.	Recreation Therapis Teacher of the Hear									
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13
2a.	Mental Health Thera	apist II								
	Current April 1, 2008 April 1, 2009 April 1, 2010	24.39 25.61 26.89 28.10	25.22 26.48 27.80 29.05	26.22 27.53 28.91 30.21	27.14 28.50 29.93 31.28	28.18 29.59 31.07 32.47	29.19 30.65 32.18 33.63	30.20 31.71 33.30 34.80	31.28 32.84 34.48 36.03	32.37 33.99 35.69 37.30
1.	Early Childhood Dev Mental Health Thera		Therapist							
	Current April 1, 2008 April 1, 2009 April 1, 2010	23.90 25.10 26.36 27.55	24.75 25.99 27.29 28.52	25.70 26.99 28.34 29.62	26.63 27.96 29.36 30.68	27.62 29.00 30.45 31.82	28.62 30.05 31.55 32.97	29.67 31.15 32.71 34.18	30.68 32.21 33.82 35.34	31.75 33.34 35.01 36.59

## **Local Conditions Applicable to the Royal Alexandra Hospital**

## **Technical Classifications**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	<u>Step 5</u>	Step 6	Step 7	Step 8	Step 9
	Food Service Qua	lity Control	Analyst							
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94
	Ophthalmic Medical	Technolog	ist							
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.55 29.98 31.48 32.90	29.47 30.94 32.49 33.95	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50
	Ophthalmic Assistar	nt								
	Current April 1, 2008 April 1, 2009 April 1, 2010	20.37 21.39 22.46 23.47	21.05 22.10 23.21 24.25	21.73 22.82 23.96 25.04	22.50 23.63 24.81 25.93	23.22 24.38 25.60 26.75	24.00 25.20 26.46 27.65	24.77 26.01 27.31 28.54		

## **Local Conditions Applicable to Parkland County Facilities Only**

## **Professional Classifications**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Health Services Edu	ucator								
Current April 1, 2008 April 1, 2009 April 1, 2010	31.15 32.71 34.35 35.90	32.31 33.93 35.63 37.23	33.50 35.18 36.94 38.60	34.72 36.46 38.28 40.00	36.03 37.83 39.72 41.51	37.35 39.22 41.18 43.03	38.70 40.64 42.67 44.59	40.06 42.06 44.16 46.15	41.47 43.54 45.72 47.78
Current April 1, 2008 April 1, 2009 April 1, 2010	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94
	Health Services Edu Current April 1, 2008 April 1, 2009 April 1, 2010 Mental Health Thera Current April 1, 2008 April 1, 2009	Health Services Educator  Current 31.15 April 1, 2008 32.71 April 1, 2009 34.35 April 1, 2010 35.90  Mental Health Therapist  Current 30.01 April 1, 2008 31.51 April 1, 2009 33.09	Health Services Educator  Current 31.15 32.31 April 1, 2008 32.71 33.93 April 1, 2009 34.35 35.63 April 1, 2010 35.90 37.23  Mental Health Therapist  Current 30.01 31.13 April 1, 2008 31.51 32.69 April 1, 2009 33.09 34.32	Health Services Educator  Current 31.15 32.31 33.50 April 1, 2008 32.71 33.93 35.18 April 1, 2009 34.35 35.63 36.94 April 1, 2010 35.90 37.23 38.60  Mental Health Therapist  Current 30.01 31.13 32.24 April 1, 2008 31.51 32.69 33.85 April 1, 2009 33.09 34.32 35.54	Health Services Educator  Current 31.15 32.31 33.50 34.72 April 1, 2008 32.71 33.93 35.18 36.46 April 1, 2009 34.35 35.63 36.94 38.28 April 1, 2010 35.90 37.23 38.60 40.00  Mental Health Therapist  Current 30.01 31.13 32.24 33.43 April 1, 2008 31.51 32.69 33.85 35.10 April 1, 2009 33.09 34.32 35.54 36.86	Health Services Educator  Current 31.15 32.31 33.50 34.72 36.03 April 1, 2008 32.71 33.93 35.18 36.46 37.83 April 1, 2009 34.35 35.63 36.94 38.28 39.72 April 1, 2010 35.90 37.23 38.60 40.00 41.51  Mental Health Therapist  Current 30.01 31.13 32.24 33.43 34.65 April 1, 2008 31.51 32.69 33.85 35.10 36.38 April 1, 2009 33.09 34.32 35.54 36.86 38.20	Health Services Educator  Current 31.15 32.31 33.50 34.72 36.03 37.35 April 1, 2008 32.71 33.93 35.18 36.46 37.83 39.22 April 1, 2009 34.35 35.63 36.94 38.28 39.72 41.18 April 1, 2010 35.90 37.23 38.60 40.00 41.51 43.03  Mental Health Therapist  Current 30.01 31.13 32.24 33.43 34.65 35.93 April 1, 2008 31.51 32.69 33.85 35.10 36.38 37.73 April 1, 2009 33.09 34.32 35.54 36.86 38.20 39.62	Health Services Educator  Current 31.15 32.31 33.50 34.72 36.03 37.35 38.70 April 1, 2008 32.71 33.93 35.18 36.46 37.83 39.22 40.64 April 1, 2009 34.35 35.63 36.94 38.28 39.72 41.18 42.67 April 1, 2010 35.90 37.23 38.60 40.00 41.51 43.03 44.59  Mental Health Therapist  Current 30.01 31.13 32.24 33.43 34.65 35.93 37.22 April 1, 2008 31.51 32.69 33.85 35.10 36.38 37.73 39.08 April 1, 2009 33.09 34.32 35.54 36.86 38.20 39.62 41.03	Health Services Educator  Current 31.15 32.31 33.50 34.72 36.03 37.35 38.70 40.06 April 1, 2008 32.71 33.93 35.18 36.46 37.83 39.22 40.64 42.06 April 1, 2009 34.35 35.63 36.94 38.28 39.72 41.18 42.67 44.16 April 1, 2010 35.90 37.23 38.60 40.00 41.51 43.03 44.59 46.15  Mental Health Therapist  Current 30.01 31.13 32.24 33.43 34.65 35.93 37.22 38.53 April 1, 2008 31.51 32.69 33.85 35.10 36.38 37.73 39.08 40.46 April 1, 2009 33.09 34.32 35.54 36.86 38.20 39.62 41.03 42.48

## **Local Conditions Applicable to Alberta Hospital Edmonton Only**

## **Technical Classifications**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current April 1, 2008 April 1, 2009 April 1, 2010	28.03 29.43 30.90 32.29	28.86 30.30 31.82 33.25	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50
Current April 1, 2008 April 1, 2009	25.89 27.18 28.54	26.80 28.14 29.55	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26
	Electronics Technic Neuropsychology To Current April 1, 2008 April 1, 2009 April 1, 2010 Assessment/Behavi Current April 1, 2008	Electronics Technician II Neuropsychology Technician  Current 28.03 April 1, 2008 29.43 April 1, 2009 30.90 April 1, 2010 32.29  Assessment/Behavioural Technician  Current 25.89 April 1, 2008 27.18 April 1, 2009 28.54	Electronics Technician II Neuropsychology Technician  Current 28.03 28.86 April 1, 2008 29.43 30.30 April 1, 2009 30.90 31.82 April 1, 2010 32.29 33.25  Assessment/Behavioural Technician  Current 25.89 26.80 April 1, 2008 27.18 28.14 April 1, 2009 28.54 29.55	Electronics Technician II Neuropsychology Technician  Current 28.03 28.86 29.80 April 1, 2008 29.43 30.30 31.29 April 1, 2009 30.90 31.82 32.85 April 1, 2010 32.29 33.25 34.33  Assessment/Behavioural Technician  Current 25.89 26.80 27.75 April 1, 2008 27.18 28.14 29.14 April 1, 2009 28.54 29.55 30.60	Electronics Technician II Neuropsychology Technician  Current 28.03 28.86 29.80 30.70 April 1, 2008 29.43 30.30 31.29 32.24 April 1, 2009 30.90 31.82 32.85 33.85 April 1, 2010 32.29 33.25 34.33 35.37  Assessment/Behavioural Technician  Current 25.89 26.80 27.75 28.74 April 1, 2008 27.18 28.14 29.14 30.18 April 1, 2009 28.54 29.55 30.60 31.69	Electronics Technician II Neuropsychology Technician  Current 28.03 28.86 29.80 30.70 31.69 April 1, 2008 29.43 30.30 31.29 32.24 33.27 April 1, 2009 30.90 31.82 32.85 33.85 34.93 April 1, 2010 32.29 33.25 34.33 35.37 36.50  Assessment/Behavioural Technician  Current 25.89 26.80 27.75 28.74 29.76 April 1, 2008 27.18 28.14 29.14 30.18 31.25 April 1, 2009 28.54 29.55 30.60 31.69 32.81	Electronics Technician II Neuropsychology Technician  Current 28.03 28.86 29.80 30.70 31.69 32.69 April 1, 2008 29.43 30.30 31.29 32.24 33.27 34.32 April 1, 2009 30.90 31.82 32.85 33.85 34.93 36.04 April 1, 2010 32.29 33.25 34.33 35.37 36.50 37.66  Assessment/Behavioural Technician  Current 25.89 26.80 27.75 28.74 29.76 30.82 April 1, 2008 27.18 28.14 29.14 30.18 31.25 32.36 April 1, 2009 28.54 29.55 30.60 31.69 32.81 33.98	Electronics Technician II Neuropsychology Technician  Current 28.03 28.86 29.80 30.70 31.69 32.69 33.72 April 1, 2008 29.43 30.30 31.29 32.24 33.27 34.32 35.41 April 1, 2009 30.90 31.82 32.85 33.85 34.93 36.04 37.18 April 1, 2010 32.29 33.25 34.33 35.37 36.50 37.66 38.85  Assessment/Behavioural Technician  Current 25.89 26.80 27.75 28.74 29.76 30.82 31.91 April 1, 2008 27.18 28.14 29.14 30.18 31.25 32.36 33.51 April 1, 2009 28.54 29.55 30.60 31.69 32.81 33.98 35.19	Electronics Technician II Neuropsychology Technician  Current 28.03 28.86 29.80 30.70 31.69 32.69 33.72 34.79 April 1, 2008 29.43 30.30 31.29 32.24 33.27 34.32 35.41 36.53 April 1, 2009 30.90 31.82 32.85 33.85 34.93 36.04 37.18 38.36 April 1, 2010 32.29 33.25 34.33 35.37 36.50 37.66 38.85 40.09  Assessment/Behavioural Technician  Current 25.89 26.80 27.75 28.74 29.76 30.82 31.91 32.93 April 1, 2008 27.18 28.14 29.14 30.18 31.25 32.36 33.51 34.58 April 1, 2009 28.54 29.55 30.60 31.69 32.81 33.98 35.19 36.31

## **Professional Classifications**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6.	Counsellor III									
4.	Current April 1, 2008 April 1, 2009 April 1, 2010 Behavioural Specia	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94
	Counsellor II  Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1.	Counsellor I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	23.90 25.10 26.36 27.55	24.75 25.99 27.29 28.52	25.70 26.99 28.34 29.62	26.63 27.96 29.36 30.68	27.62 29.00 30.45 31.82	28.62 30.05 31.55 32.97	29.67 31.15 32.71 34.18	30.68 32.21 33.82 35.34	31.75 33.34 35.01 36.59
1a.	Rehabilitation Pra Current April 1, 2008 April 1, 2009 April 1, 2010	23.16 24.32 25.54 26.69	24.04 25.24 26.50 27.69	24.91 26.16 27.47 28.71	25.81 27.10 28.46 29.74	26.76 28.10 29.51 30.84	27.77 29.16 30.62 32.00	28.79 30.23 31.74 33.17	29.79 31.28 32.84 34.32	30.83 32.37 33.99 35.52

## WestView Health Centre and Devon General Hospital Facilities Only

## **Professional Classifications**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
7.	Health Services Ed	ucator								
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.15 32.71 34.35 35.90	32.31 33.93 35.63 37.23	33.50 35.18 36.94 38.60	34.72 36.46 38.28 40.00	36.03 37.83 39.72 41.51	37.35 39.22 41.18 43.03	38.70 40.64 42.67 44.59	40.06 42.06 44.16 46.15	41.47 43.54 45.72 47.78
6.	Current April 1, 2008 April 1, 2009 April 1, 2010	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94

## **Community Mental Health Clinics**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9B.	Clinical Supervisor									
	Current	33.90	35.05	36.23	37.50	38.81	40.10	41.49	42.87	44.37
	April 1, 2008	35.60	36.80	38.04	39.38	40.75	42.11	43.56	45.01	46.59
	April 1, 2009	37.38	38.64	39.94	41.35	42.79	44.22	45.74	47.26	48.92
	April 1, 2010	39.06	40.38	41.74	43.21	44.72	46.21	47.80	49.39	51.12
1A.	Current	23.16	24.04	24.91	25.81	26.76	27.77	28.79	29.79	30.83
	April 1, 2008	24.32	25.24	26.16	27.10	28.10	29.16	30.23	31.28	32.37
	April 1, 2009	25.54	26.50	27.47	28.46	29.51	30.62	31.74	32.84	33.99
	April 1, 2010	26.69	27.69	28.71	29.74	30.84	32.00	33.17	34.32	35.52

## **Community (Former Aspen/WestView Community)**

## Former Aspen

Pay <u>Grade</u>	<u>Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
4.	Child Mental Health Mental Health Outro Adult Mental Health	each Worke	er								
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13	
Former WestView											
Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
4.	Early Intervention C Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13	
Forme	er Aspen/WestV	view									
Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
9C.	Environmental Hea	lth Officer II	I								
	Current April 1, 2008 April 1, 2009 April 1, 2010	33.05 34.70 36.44 38.08	34.61 36.34 38.16 39.88	36.20 38.01 39.91 41.71	37.87 39.76 41.75 43.63	39.79 41.78 43.87 45.84	41.68 43.76 45.95 48.02	43.80 45.99 48.29 50.46	45.33 47.60 49.98 52.23		
7A.	Environmental Hea	lth Officer II									
	Current April 1, 2008 April 1, 2009 April 1, 2010	29.52 31.00 32.55 34.01	30.99 32.54 34.17 35.71	32.48 34.10 35.81 37.42	34.15 35.86 37.65 39.34	35.83 37.62 39.50 41.28	37.62 39.50 41.48 43.35	39.48 41.45 43.52 45.48	40.86 42.90 45.05 47.08		
5B.	Environmental Hea	lth Officer I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	27.43 28.80 30.24 31.60	28.82 30.26 31.77 33.20	30.20 31.71 33.30 34.80	31.65 33.23 34.89 36.46	33.24 34.90 36.65 38.30	34.95 36.70 38.54 40.27	36.67 38.50 40.43 42.25	37.95 39.85 41.84 43.72		

## **Community (Former Edmonton Community Care & Public Health)**

## **Professional Classifications**

Pay <u>Grade</u>	Classification	<u>Step 1</u>	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9C.	Methods Analyst Environmental Healt	h Officer III	I							
	Current April 1, 2008 April 1, 2009 April 1, 2010	33.05 34.70 36.44 38.08	34.61 36.34 38.16 39.88	36.20 38.01 39.91 41.71	37.87 39.76 41.75 43.63	39.79 41.78 43.87 45.84	41.68 43.76 45.95 48.02	43.80 45.99 48.29 50.46	45.33 47.60 49.98 52.23	
9D.	Health Educator II Speech Language P	athologist	Team Lead	der						
	Current April 1, 2008 April 1, 2009 April 1, 2010	32.46 34.08 35.78 37.39	34.07 35.77 37.56 39.25	35.75 37.54 39.42 41.19	37.57 39.45 41.42 43.28	39.42 41.39 43.46 45.42	41.42 43.49 45.66 47.71	43.47 45.64 47.92 50.08	44.99 47.24 49.60 51.83	
7A.	Health Educator I Environmental Healt	h Officer II								
	Current April 1, 2008 April 1, 2009 April 1, 2010	29.52 31.00 32.55 34.01	30.99 32.54 34.17 35.71	32.48 34.10 35.81 37.42	34.15 35.86 37.65 39.34	35.83 37.62 39.50 41.28	37.62 39.50 41.48 43.35	39.48 41.45 43.52 45.48	40.86 42.90 45.05 47.08	
5B.	Environmental Healt	h Officer I								
	Current April 1, 2008 April 1, 2009 April 1, 2010	27.43 28.80 30.24 31.60	28.82 30.26 31.77 33.20	30.20 31.71 33.30 34.80	31.65 33.23 34.89 36.46	33.24 34.90 36.65 38.30	34.95 36.70 38.54 40.27	36.67 38.50 40.43 42.25	37.95 39.85 41.84 43.72	
1.	Counsellor I									
	Current April 1, 2008 April 1, 2009 April 1, 2010	23.90 25.10 26.36 27.55	24.75 25.99 27.29 28.52	25.70 26.99 28.34 29.62	26.63 27.96 29.36 30.68	27.62 29.00 30.45 31.82	28.62 30.05 31.55 32.97	29.67 31.15 32.71 34.18	30.68 32.21 33.82 35.34	31.75 33.34 35.01 36.59
Techn	ical Classificatio	ons								
Pay <u>Grade</u>	Classification	<u>Step 1</u>	Step 2	Step 3	Step 4	<u>Step 5</u>	Step 6	<u>Step 7</u>	Step 8	Step 9
10B.	Respiratory Therapis	st								
	Current April 1, 2008 April 1, 2009 April 1, 2010	29.11 30.57 32.10 33.54	30.44 31.96 33.56 35.07	31.83 33.42 35.09 36.67	33.15 34.81 36.55 38.19	34.71 36.45 38.27 39.99	36.31 38.13 40.04 41.84	38.00 39.90 41.90 43.79	39.33 41.30 43.37 45.32	

Pay <u>Grade</u>	Classification	<u>Step 1</u>	Step 2	Step 3	Step 4	<u>Step 5</u>	Step 6	Step 7	Step 8	Step 9
9B.	Research and Planning Officer									
	Current April 1, 2008 April 1, 2009 April 1, 2010	26.88 28.22 29.63 30.96	28.25 29.66 31.14 32.54	29.63 31.11 32.67 34.14	31.02 32.57 34.20 35.74	32.58 34.21 35.92 37.54	34.27 35.98 37.78 39.48	35.95 37.75 39.64 41.42	37.21 39.07 41.02 42.87	

# SUPPLEMENTARY SALARY SCHEDULE CARITAS HEALTH GROUP

# Applicable to Caritas Health Group [The General Hospital (Grey Nuns) of Edmonton] Only

## **Technical Classifications**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6.	Audiovisual Technic	ian II								
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.89 27.18 28.54 29.82	26.80 28.14 29.55 30.88	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26
Profes	sional Classifica	ations								
Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	<u>Step 5</u>	Step 6	Step 7	Step 8	Step 9
	Speech Language	Pathologist								
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.67 33.25 34.91 36.48	32.82 34.46 36.18 37.81	34.01 35.71 37.50 39.19	35.29 37.05 38.90 40.65	36.58 38.41 40.33 42.14	37.86 39.75 41.74 43.62	39.26 41.22 43.28 45.23	40.63 42.66 44.79 46.81	42.08 44.18 46.39 48.48

# Applicable to Caritas Health Group (Misericordia Community Hospital)

## **Technical Classifications**

April 1, 2010

36.48

37.81

39.19

40.65

42.14

43.62

45.23

46.81

48.48

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9		
6.	Dental Assistant II											
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.89 27.18 28.54 29.82	26.80 28.14 29.55 30.88	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26		
Profes	ssional Classific	ations										
Pay <u>Grade</u>	<u>Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9		
	Speech Language Pathologist											
	Current April 1, 2008 April 1, 2009	31.67 33.25 34.91	32.82 34.46 36.18	34.01 35.71 37.50	35.29 37.05 38.90	36.58 38.41 40.33	37.86 39.75 41.74	39.26 41.22 43.28	40.63 42.66 44.79	42.08 44.18 46.39		

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Ossiointegration Te	chnologist								
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.03 29.43 30.90 32.29	28.86 30.30 31.82 33.25	29.80 31.29 32.85 34.33	30.70 32.24 33.85 35.37	31.69 33.27 34.93 36.50	32.69 34.32 36.04 37.66	33.72 35.41 37.18 38.85	34.79 36.53 38.36 40.09	36.02 37.82 39.71 41.50

# Applicable to Caritas Health Group (Edmonton General Continuing Care Centre)

## **Professional Classifications**

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Speech Language F	Pathologist								
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.67 33.25 34.91 36.48	32.82 34.46 36.18 37.81	34.01 35.71 37.50 39.19	35.29 37.05 38.90 40.65	36.58 38.41 40.33 42.14	37.86 39.75 41.74 43.62	39.26 41.22 43.28 45.23	40.63 42.66 44.79 46.81	42.08 44.18 46.39 48.48

# SUPPLEMENTARY SALARY SCHEDULE ASPEN REGIONAL HEALTH

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
	Speech Language F	Pathologist	II								
	Current April 1, 2008 April 1, 2009 April 1, 2010	32.72 34.36 36.08 37.70	34.07 35.77 37.56 39.25	35.51 37.29 39.15 40.91	37.02 38.87 40.81 42.65	38.55 40.48 42.50 44.41	40.19 42.20 44.31 46.30	41.86 43.95 46.15 48.23	42.76 44.90 47.15 49.27	44.24 46.45 48.77 50.96	
	Health Services Edu	ucator									
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.65 33.23 34.89 36.46	32.95 34.60 36.33 37.96	34.41 36.13 37.94 39.65	35.78 37.57 39.45 41.23	37.20 39.06 41.01 42.86	38.65 40.58 42.61 44.53	39.81 41.80 43.89 45.87	41.01 43.06 45.21 47.24	42.47 44.59 46.82 48.93	
	Speech Language Pathologist I										
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.17 31.68 33.26 34.76	31.45 33.02 34.67 36.23	32.77 34.41 36.13 37.76	34.13 35.84 37.63 39.32	35.57 37.35 39.22 40.98	37.06 38.91 40.86 42.70	38.63 40.56 42.59 44.51	39.56 41.54 43.62 45.58	40.94 42.99 45.14 47.17	
	Case Management Coordinator Mental Health Therapist										
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.01 31.51 33.09 34.58	31.13 32.69 34.32 35.86	32.24 33.85 35.54 37.14	33.43 35.10 36.86 38.52	34.65 36.38 38.20 39.92	35.93 37.73 39.62 41.40	37.22 39.08 41.03 42.88	38.53 40.46 42.48 44.39	39.88 41.87 43.96 45.94	
	Exercise Therapist										
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.41 29.83 31.32 32.73	29.39 30.86 32.40 33.86	30.51 32.04 33.64 35.15	31.63 33.21 34.87 36.44	32.78 34.42 36.14 37.77	34.01 35.71 37.50 39.19	35.29 37.05 38.90 40.65	36.52 38.35 40.27 42.08	37.80 39.69 41.67 43.55	
	Mental Health Outre Child Development Research Evaluation	Coordinato									
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13	

# SUPPLEMENTARY SALARY SCHEDULE PEACE COUNTRY HEALTH

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9				
9.	Regional Biomedical Equipment Technologist													
	Current April 1, 2008 April 1, 2009 April 1, 2010	29.91 31.41 32.98 34.46	30.85 32.39 34.01 35.54	31.82 33.41 35.08 36.66	32.88 34.52 36.25 37.88	33.91 35.61 37.39 39.07	34.99 36.74 38.58 40.32	36.13 37.94 39.84 41.63	37.27 39.13 41.09 42.94	38.57 40.50 42.53 44.44				
4.	Family Planning Facilitator													
	Current April 1, 2008 April 1, 2009 April 1, 2010	28.14 29.55 31.03 32.43	29.10 30.56 32.09 33.53	30.21 31.72 33.31 34.81	31.32 32.89 34.53 36.08	32.48 34.10 35.81 37.42	33.67 35.35 37.12 38.79	34.95 36.70 38.54 40.27	36.17 37.98 39.88 41.67	37.43 39.30 41.27 43.13				
	Early Intervention W Health Promotion W													
	Current April 1, 2008 April 1, 2009 April 1, 2010	24.35 25.57 26.85 28.06	25.43 26.70 28.04 29.30	26.59 27.92 29.32 30.64	27.78 29.17 30.63 32.01	29.05 30.50 32.03 33.47	30.36 31.88 33.47 34.98	31.68 33.26 34.92 36.49	32.78 34.42 36.14 37.77	33.94 35.64 37.42 39.10				
	Pharmacy Technicia Registered EMT - P													
	Current April 1, 2008 April 1, 2009 April 1, 2010	25.89 27.18 28.54 29.82	26.80 28.14 29.55 30.88	27.75 29.14 30.60 31.98	28.74 30.18 31.69 33.12	29.76 31.25 32.81 34.29	30.82 32.36 33.98 35.51	31.91 33.51 35.19 36.77	32.93 34.58 36.31 37.94	34.08 35.78 37.57 39.26				

# SUPPLEMENTARY SALARY SCHEDULE NORTHERN LIGHTS HEALTH REGION

Pay <u>Grade</u>	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9		
	Speech Pathologist	H										
	Current April 1, 2008 April 1, 2009 April 1, 2010	34.33 36.05 37.85 39.55	35.58 37.36 39.23 41.00	36.84 38.68 40.61 42.44	38.24 40.15 42.16 44.06	39.62 41.60 43.68 45.65	41.04 43.09 45.24 47.28	42.53 44.66 46.89 49.00	43.90 46.10 48.41 50.59	45.43 47.70 50.09 52.34		
8.	Speech Pathologis	st I										
	Current April 1, 2008 April 1, 2009 April 1, 2010	31.67 33.25 34.91 36.48	32.83 34.47 36.19 37.82	34.00 35.70 37.49 39.18	35.30 37.07 38.92 40.67	36.58 38.41 40.33 42.14	37.86 39.75 41.74 43.62	39.24 41.20 43.26 45.21	40.63 42.66 44.79 46.81	42.08 44.18 46.39 48.48		
	Child Development Educator II											
	Current April 1, 2008 April 1, 2009 April 1, 2010	30.17 31.68 33.26 34.76	31.45 33.02 34.67 36.23	32.77 34.41 36.13 37.76	34.13 35.84 37.63 39.32	35.57 37.35 39.22 40.98	37.06 38.91 40.86 42.70	38.63 40.56 42.59 44.51	39.56 41.54 43.62 45.58	40.94 42.99 45.14 47.17		
	Public Health Inspector											
	Current April 1, 2008 April 1, 2009 April 1, 2010	29.72 31.21 32.77 34.24	30.98 32.53 34.16 35.70	32.30 33.92 35.62 37.22	33.65 35.33 37.10 38.77	35.06 36.81 38.65 40.39	36.51 38.34 40.26 42.07	38.05 39.95 41.95 43.84	38.98 40.93 42.98 44.91	40.33 42.35 44.47 46.47		

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#### ADDENDUM #1

# LOCAL CONDITIONS APPLICABLE TO THE CHINOOK HEALTH REGION

WHEREAS Chinook Health Region (the "Employer") and the Health Sciences Association of Alberta (Paramedical Professional/Technical Employees) (the "Association") are parties to a Collective Agreement effective April 1, 2008 to March 31, 2011 (the "Collective Agreement");

AND WHEREAS the Employer and the Association are parties to Local Conditions that amend the terms and conditions of the prior Collective Agreement effective April 1, 2005 to March 31, 2008 (the "Local Conditions");

AND WHEREAS the Parties with to extend the Local Conditions to be effective in conjunction with and as appropriate to the terms and conditions of the existing Collective Agreement;

AND WHEREAS the Parties will address any errors and/or omissions in these Local Conditions as they arise;

NOW THEREFORE the Parties hereby agree to amend the terms and conditions of the Collective Agreement as follows:

### ITEM 1: ARTICLE 30: LAYOFF AND RECALL

1.1.1 Amend Article 30 by adding the following:

The Layoff and Recall language below enhances but does not replace Article 30:

- "30.07 The Layoff and Recall process is Employer-driven. That is, the Employer determines which employees are affected, and to what position an employee will be recalled to, subject to any conditions outlined below or in Article 30.
- 30.08 Where the work force is reduced pursuant to Article 30.01(1)(i) or (ii), the affected employees will receive notice of layoff. The least senior employees in a department or program within the site will be affected first, provided the remaining employees are capable and qualified of performing the work. If the affected employees are not the least senior employees in the region, they will be offered recall to a vacancy or recall to the site where the least senior employees work; this will be determined by the Employer. The least senior employees will then receive notice of layoff.
- 30.09 Recall will be to an employee's former classification only. Recall will be full-time to full-time and part-time to part-time and will be at a classification no higher than the eliminated position. Only in the event that the employee is the least senior in her classification and the position is eliminated the employee may be recalled to the next lower classification in the same series.

- 30.10 Notwithstanding Article 28.04(c), should a laid off employee be offered recall to a site other than the site they were working at when laid off, they may refuse the recall without adversely affecting their recall rights, and will be placed on layoff. Recall rights will end twelve (12) months following layoff.
- 30.11 An employee may be recalled to a regular position, provided that that regular position is not to be eliminated within three (3) months of the recall.
- 30.12 An employee who accepts recall is no longer deemed to be on layoff, except where recall is to a temporary position.
- 30.13 If a laid off employee accepts work or recall to another site, any travel or relocation costs will be the responsibility of the employee. In the case of recall to a regular position, the new location will become the employee's site.
- 30.14 If a laid off employee refuses recall to their former classification, former FTE and former site (regular or temporary position), they will forfeit all rights in accordance with Article 28.04(c). If the original position is re-instated within twelve (12) months of layoff the affected employee shall retain the right to move back into their former position.
- 30.15 Where recall rights have ended in accordance with Article 28.04(b) or (c), an employee will be terminated. The employee may be transferred to casual status if operationally appropriate, but no further rights associated with the previous layoff will exist."

## ITEM 2: SPECIAL DEVELOPMENT UNIT (Fort Macleod)

The Parties agree that the following shall be incorporated as a Local Condition applicable to the Chinook Regional Health Authority, Fort Macleod Special Development Unit (SDU):

## 1.2.1 Hours of Work on Special Trips

- 1.0 It is understood and agreed that regular full-time employees may, on a voluntary basis, accompany clients of the SDU on special out-of-town trips which will require such employees to be in continuous attendance with the client outside of their scheduled shifts, and during the employee's normal rest periods, and sleeping time.
- 2.0 Subject to the scheduling requirements of Article 11.02, the operational requirements of the Employer, without increasing the employee's average daily hours of work, the scheduling of a Regular Full-time Employee participating in a special trip shall be adjusted, if necessary, in order to maximize the number of scheduled days of work which will occur during the period of the special trip.
- 3.0 In the event that a Regular Full-time Employee participates in a special trip, such employee shall be entitled to compensation during such timeframe in accordance with the following:
  - 3.1 The employee shall receive her basic rate of pay for those scheduled shifts that fall during the special trip.

- 3.2 In order to compensate a Regular Full-time Employee working eleven (11) hour shifts for being in continuous attendance with a client, during the employee's normal rest periods and sleeping time, the employee shall accrue an additional entitlement to four (4) hours time off, at the basic rate of pay, for each entire twenty-four (24) hour period which falls during the special trip; provided the employee is required to remain out-of-town.
- 3.3 In order to compensate a Regular Full-time Employee working seven and three-quarter (7 3/4) hour shifts for being in continuous attendance with a client, during the employee's normal rest periods and sleeping time, the employee shall accrue an additional entitlement to seven and one-quarter (7 1/4) hours time off, at the basic rate of pay, for each entire twenty-four (24) hour period which falls during the special trip; provided the employee is required to remain out-of-town.
- 3.4 Entitlements to additional time off, with pay, earned in accordance with points 3.2 and 3.3 shall be scheduled, by mutual agreement, between the Employer and the employee in conjunction with the employee's regular days off, within sixty (60) days of the special trip. Failing mutual agreement, the Employer shall schedule the time off.
- 4.0 Scheduled days off which fall during the special trips shall be rescheduled by the Employer. An employee who accompanies a client of the SDU on special out-of-town trips, and who has volunteered to work on her scheduled day off, shall be compensated at the basic rate of pay for her average daily hours of work.

## ITEM 3: EMERGENCY MEDICAL TECHNICIANS

- 1.3.1 The Parties to this Collective Agreement agree to implement a system employing a modified work day for Emergency Medical Technicians.
- 1.3.2 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.

### 1.3.3 **Hours of Work**

Amend Article 10.01 to read:

"10.01 (a) Regular hours of work for full-time employees, exclusive of meal periods shall be eleven and one-quarter (11 1/4) consecutive hours per shift and 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, except where overtime is necessitated, maximum in-hospital hours shall not exceed twelve and one-quarter (12 1/4) hours per shift, as determined by the start and finish times of the shift."

#### 1.3.4 Meal Periods and Rest Periods

Amend Article 10.02 to read:

- "10.02 (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:

## Length of shift X 0.5 X 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) <u>Working During Meal and Rest Periods</u>

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."

### 1.3.5 Work Schedules and Shifts

Amend Article 11.02(a) to read:

- "11.02 (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;

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

## Amend Article 11.02(b) to read:

- "11.02 (b) Where the Employer is unable to provide for the provisions amending Article 11.02(a)(i), (ii) and (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."

### 1.3.6 Overtime

Amend Article 12.01 to read:

"12.01 Overtime is all time authorized by the Employer and worked by an employee in excess of the regular daily hours specified in the amended Article 10.01, or on scheduled days of rest."

Amend Article 12.04(a) to read:

"12.04 (a) 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."

## 1.3.7 **Vacation with Pay**

Amend Article 21.02 to read:

- "21.02 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 each of the first (1<sup>st</sup>) year of employment, an employee earns vacation on the basis of one hundred sixteen point two five (116.25) hours at the basic rate of pay per year;
  - (ii) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an employee earns vacation on the basis of one hundred fifty-five (155) hours at the basic rate of pay per year;
  - (iii) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an employee earns a vacation on the basis of one hundred ninety-three point seven five (193.75) hours at the basic rate of pay per year;
  - (iv) during the twentieth (20<sup>th</sup>) and subsequent years of employment, an employee earns a vacation on the basis of two hundred thirty-two point five (232.5) hours at the basic rate of pay per year."

## 1.3.8 Named Holidays

Amend Article 22.01 to read:

"22.01 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."

Amend Article 22.03 to read:

- "22.03 An employee obliged in the course of duty to work on the first (1<sup>st</sup>) or second (2<sup>nd</sup>) 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 one (0001) hours to twenty-four hundred (2400) hours."

#### 1.3.9 Sick Leave

Amend Article 23.02 to read:

"23.02 After an employee has completed five hundred 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 thirty (930) hours provided, however, that an employee shall not be entitled to apply sick leave credits prior to the completion of five hundred three and three-quarter (503 3/4) hours of work."

Amend Article 23.04 to read:

"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 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."

Amend Article 23 06 to read:

"23.06 When an employee has accrued the maximum sick leave credit of nine hundred 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."

### 1.3.10 Leaves of Absence

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.

## 1.3.11 Part-Time, Temporary and Casual Employees

Amend Article 44.03(A) to read:

"44.03 (A) 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 one-quarter (11 1/4) 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."

Amend Article 44.03(C) to read:

"44.03 (C) 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 the amended Article 44.05 for those hours worked in excess of the regular daily hours in the amended Article 44.03(A)."

Amend Article 44.05(A) to read:

- "44.05 (A) All hours, authorized by the Employer and worked by:
  - (i) a Regular Part-time Employee in excess of the maximums specified in the amended Article 44.03(A); or
  - (ii) a casual employee in excess of eleven and one-quarter (11 1/4) hours in a day or one hundred fifty-five (155) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period;

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

Amend Article 44.10(A)(b) and (c) to read:

"44.10 (A) 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."

## ITEM 4: PROVISIONS TO ADDRESS TEN (10) MONTH EMPLOYMENT

1.4.1 Amend this Collective Agreement by adding:

"Whereas the Employer provides programs that are operationally suited to ten (10) months of employment each year, the Parties agree as follows:

1.0 Employment will be for ten (10) full calendar months, September to June.

- 2.0 Employees in ten (10) month positions, shall in addition to their regular earnings, are paid an additional four point six percent (4.6%) of their earnings in lieu of Named Holidays.
- 3.0 Vacation monies shall be paid on each pay cheque. Employees shall accrue annual vacation entitlement based on their continuous years of service as per part-time articles.
- 4.0 Employees may make arrangements for the continuation of health benefits for the two (2) months not worked by paying one hundred percent (100%) of the benefit premiums.
- 5.0 Life Insurance and Disability Insurance will be deducted over ten (10) months.
- 6.0 Employees interested in working during the two (2) months that they are not scheduled, should contact Employee Relations regarding their availability for casual work. Priority will be given to affected employees providing they have the required skill set. Any monies earned during this period must be reported to Employment Insurance."

## ITEM 5: LETTER OF UNDERSTANDING RE: JOHN BYRNE

- 1.5.1 The Parties herewith agree as follows:
  - 1.0 An employee (John Byrne) who has accrued more than nine hundred thirty (930) hours of sick leave credits shall be entitled to use the additional credits.
  - 2.0 He shall no longer accrue sick leave credits unit such time as his total accumulation is reduced below the maximum outlined in the main body of the Collective Agreement.
  - 3.0 This Letter of Understanding shall expire when Mr. Byrne's credits have been reduced below the normal maximum accumulation outlined in Article 23.06 of the Collective Agreement.

### ITEM 6: LETTER OF UNDERSTANDING RE: FLEXIBLE HOURS OF WORK

- 1.6.1 Not withstanding the provisions of Article 10: Hours of Work; Article 12: Overtime; Article 16: Shift and Weekend Premium, the Parties agree that the following will set out the procedures for Regular and Temporary Employees who wish to work outside the normal hours of work:
  - (a) An employee shall direct their request to their respective Manager. Approval will be dependent on organizational operational needs.
  - (b) Any agreement to work outside the normal hours of work shall be in writing and signed by the employee and their Manager.
  - (c) With agreement, the employee may work outside normally scheduled hours or on normally scheduled days off.

- (d) All such agreed time shall be paid at the employee's regular rate of pay. Overtime, Shift and Weekend Differential shall not apply.
- (e) Employees participating must balance their hours by taking compensating time off within two (2) pay periods. Compensating time off is on an-hour-for-hour basis.
- (f) Part-time Employees shall balance to an amount of hours as determined by their Manager.
- (g) Any request to work outside of normal hours of work made by the employee shall be deemed to be outside this Collective Agreement and normal provisions of Articles 10: Hours of Work; Article 12: Overtime and Article 16: Shift and Weekend Premium shall apply as provided in the Collective Agreement.
- (h) Employees may work flexible hours of work in accordance with above, provided there is no increase in cost incurred by the Employer.

Either Party may terminate an agreement made under this Letter of Understanding upon one (1) month's notice.

## ITEM 7: MENTAL HEALTH THERAPIST

1.7.1 Mental Health Therapists who were previously classified as Psychologist I's or Social Worker III's and were covered by the Letter of Understanding/Memorandum of Settlement dated July 28, 2006, will continue to be paid at the Pay Grade 8 level and receive any economic adjustments as long as they continue to occupy their Mental Health Therapist position. For ease of identification, the employees are:

Demers, Michelle Sheppard, Suzanne Durupt, Roger Sunderland, Christian

Ferguson, Kirsten Voth, Wilbert Garnier, Robert Jones, Keith Neil, Betty Peifer, William

## ITEM 8: RECRUITMENT AND RETENTION

- 1.8.1 The Parties agree that:
  - 1.0 This Letter of Understanding applies to Diagnostic Imaging.
  - 2.0 Recruitment is a critical factor in addressing retention and workload concerns in Diagnostic Imaging.
  - 3.0 Recruitment approaches must balance the need for new employees, while respecting current employees.
  - 4.0 It is desirable to recruit and retain both experienced Diagnostic Imaging practitioners and new Diagnostic Imaging practitioners entering the workforce.

- 5.0 The retention of current Diagnostic Imaging employees and recruitment of new Diagnostic Imaging employees are shared priority issues.
- 6.0 Decisions made at the local level are more effective in meeting the needs of the Employer and employee.
- 1.8.2 In recognition of these factors, the Parties agree to undertake the following:

Whereas the Parties agree that it may be of mutual benefit to the employees and the Employer to staff extraordinary temporary positions to meet current and projected short-term human resource requirements and provide assistance relative to workloads, vacation absence coverage, and improve quality of work life for current employees, the Parties agree that the Collective Agreement be amended by the following:

- "1.0 The definition of Temporary Employee under Article 2.07(c) is amended to include: "(v) Extraordinary Temporary Employee" is one who is hired under the terms of this Letter of Understanding for a specific job of more than three (3) months but less than twelve (12) months.
- 2.0 The Parties agree that the positions are created for the purpose of accommodating placement of external applicants hired under Chinook Health's regional posting for Diagnostic Imaging employees.
- 3.0 The Parties agree that all "Extraordinary Temporary Employee" positions are in a Diagnostic Imaging float pool.
- 4.0 Position(s) created through this initiative will not impact or replace existing vacancies. No regular or temporary employee shall experience reduced regular hours as a result of this initiative.
- 5.0 This hired for "Extraordinary Temporary Positions" shall be covered by all provisions of the Collective Agreement pursuant to Article 44 (Part-time, Temporary and Casual Employees).
- 6.0 This Letter of Understanding shall expire as of March 31, 2011, or upon the ratification of the next Collective Agreement, whichever is later.
- 7.0 Either Party may terminate this Agreement on one (1) month's written notice of intention to terminate."

# ITEM 9: LABORATORY ASSISTANTS AND LABORATORY TECHNOLOGIST I'S

1.9.1 The Parties hereby agree that this Local Condition will apply to employees hired as Laboratory Assistants who, at the time of hire, possess the requisite qualifications to work as Laboratory Technologist I's.

- 1.9.2 The Employer shall, in accordance with the provisions of Article 15, determine an initial placement on the Laboratory Technologist I Salary Appendix for an employee described in 1.10.1. Notwithstanding Articles 2.04, 18, 29.07 and 29.10, when such an employee works as a Laboratory Technologist I, regardless of whether the assignment is for casual hours or less than or greater than three (3) months, the rate of pay described above shall constitute the employee's basic rate of pay. All premium and overtime rates of pay shall apply to the basic rate of pay in the appropriate circumstances.
- 1.9.3 Hours worked as a Laboratory Technologist I will be tracked separately and increments will be processed in accordance with the thresholds described in Article 44.07.
- 1.9.4 Notwithstanding Articles 29.07 and 44.12(a)(i), if an employee described in 1.10.1 is successful on a competition for a temporary or regular Laboratory Technologist I position, the employee will be paid at the Step established in points 1.10.2 and 1.10.3.
- 1.9.5 For employees on staff on the date this Local Condition comes into effect, who at the time of hire met the requirements of point 1.10.1 and who have subsequently accepted assignments/positions as a Laboratory Technologist I, the Employer will determine a placement on the Laboratory Technologist I Salary Appendix in accordance with points 1.10.2 and 1.10.3. All hours worked as a Laboratory Technologist subsequent to the signing of the Local Condition shall be paid in accordance with the conditions outlined in this Local Condition.
- 1.9.6 The Employer and the Association acknowledge and confirm that, with the exception of those amendments specifically detailed in this Local Condition, all other Articles of this Collective Agreement shall remain in full force and effect as agreed to between the Parties.

# ITEM 10: LABORATORY ASSISTANTS AND COMBINED LABORATORY AND X-RAY TECHNOLOGIST I'S

- 1.10.1 The Parties hereby agree that this Local Condition will apply to employees hired as Laboratory Assistants who, at the time of hire, possess the requisite qualifications to work as Combined Laboratory and X-Ray Technician (CLXT) I's.
- 1.10.2 The Employer shall, in accordance with the provisions of Article 15, determine an initial placement on the CLXT I Salary Appendix for an employee described in point 1.10.1. Notwithstanding Articles 2.04, 18, 29.07 and 29.10, when such an employee works as a CLXT I, regardless of whether the assignment is for casual hours or less than or greater than three (3) months, the rate of pay described above shall constitute the employee's basic rate of pay. All premium and overtime rates of pay shall apply to the basic rate of pay in the appropriate circumstances.
- 1.10.3 Hours worked as a CLXT I will be tracked separately and increments will be processed in accordance with the thresholds described in Article 44.07.
- 1.10.4 Notwithstanding Articles 29.07 and 44.12(a)(i), if an employee described in point 1.10.1 is successful on a competition for a temporary or regular CLXT I position, the employee will be paid at the Step established in points 1.10.2 and 1.10.3.

- 1.10.5 For employees on staff on the date this Local Condition comes into effect, who at the time of hire met the requirements of point 1.10.1 and who have subsequently accepted assignments/positions as a CLXT I, the Employer will determine a placement on the CLXT I Salary Appendix in accordance with points 1.10.2 and 1.10.3. All hours worked as a CLXT I subsequent to the signing of the Local Condition shall be paid in accordance with the conditions outlined in this Local Condition.
- 1.10.6 The Employer and the Association acknowledge and confirm that, with the exception of those amendments specifically detailed in this Local Condition, all other articles of this Collective Agreement shall remain in full force and effect as agreed to between the Parties.
- 1.10.7 The Employer and the Association acknowledge that this Local Condition is agreed to on a "Without Prejudice or Precedent" basis.

#### **ADDENDUM #2**

# LOCAL CONDITIONS APPLICABLE TO THE PALLISER HEALTH REGION

### ITEM 1: EMERGENCY MEDICAL SERVICES PERSONNEL

The following Local Conditions shall apply only to the ambulance service classifications:

- 2.1.1 The following Articles shall be null and void: 11, 14.04, 14.06, 14.07, 14.08, 17, 19, 35.01(b), 43, 44.04 and 45.
- 2.1.2 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."
- 2.1.3 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, 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."

- 2.1.4 Replace Article 10: Hours of Work in its entirety by the following:
  - "10.01 The Association recognizes the right of the Employer to schedule the hours of work in order to efficiently serve the needs of its clients while utilizing its budgeted resources as economically as possible. Therefore the Employer retains the exclusive right to schedule hours of work of employees as necessary to provide coverage for the determined hours of operation.

In recognition of the emergency nature of the ambulance business it is agreed that all employees will respond, whenever possible within five (5) minutes, to any request to return to duty in the event of an emergency or unforeseen disaster.

10.02 The Employer may schedule the hours of work of employees who work a compressed work week, on the basis of other combinations of shifts up to twelve (12) hours to provide optimum staffing levels, as determined by the Employer, at all times. The average hours of work per week for full-time employees shall be forty-two (42) when averaged over a complete shift cycle [i.e. eight (8) weeks] and two thousand one hundred ninety (2,190) hours per year.

Should the Employer decide to change from one shift structure to an alternate shift structure, the Employer will give not less than six (6) weeks notice of change.

Hours of work for casual employees may be up to twelve (12) consecutive hours.

- 10.03 The Employer shall endeavour to ensure that employees do not work more than sixteen (16) hours in a twenty-four (24) hour period. An employee who is required to work more than sixteen (16) hours in a twenty-four (24) hour period shall be entitled to ten (10) consecutive hours of rest prior to commencing her next scheduled shift without loss of regular earnings.
- 10.04 (a) In the event that an employee is required by the Employer to change their scheduled shift(s), 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 change of their shift schedule, unless mutually agreed to waive time frames between Employer and Employee
  - (c) Any adjustments required as a result of time balancing, will be paid at straight time.
- 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 hour in the shift involved shall be effected with the appropriate deduction in regular earnings."
- 2.1.5 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 "on-call" 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) overtime rates in excess of their normal work hours until the employee returns to her ambulance station.

In the event an employee is required by work circumstances to obtain accommodation and rest during his stay away from his place of employment, the employee will contact the Employer to seek approval. Such approval will not be unreasonably denied. In these circumstances, Article 10.03 does not apply in the operation of Article 12.04 for each hour rested.

- 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."
- 2.1.6 Replace Article 13: On-Call Duty in its entirety by the following:

"Article 13: On-Call Duty

- 13.01 The term "on-call 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 Effective date of ratification, the Employer agrees to pay the sum of two dollars and eighty cents (\$2.80) per hour for each hour that an employee is on-call on regularly scheduled days of work, days off and Named Holidays.

Effective April 1, 2009: Increase to three dollars (\$3.00) per hour.

Effective April 1, 2010: Increase to three dollars and thirty cents (\$3.30) per hour.

13.03 For each occasion that an employee is called back to duty during an on-call period, in addition to the payment received for being on on-call duty, an employee shall be paid for all hours worked during the on-call 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 and/or the Employer, once the employee has notified Dispatch and/or the Employer 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 and required to report 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-eight cents (\$0.38) per kilometer from the employee's residence and return.
- 13.05 An Employer shall not discipline an employee who refuses to take unscheduled on-call duty on short notice."
- 2.1.7 Amend Article 16 in its entirety by the following:
  - "16.01 (a) Effective on the date of ratification a shift differential of four dollars and twenty-five cents (\$4.25) per hour shall be paid to an employee working shifts wherein the majority of the hours of such shift fall within the period seventeen hundred and thirty (1730) hours to zero seven hundred (0700) hours. Shift differential shall not be considered part of the basic hourly rate of pay.

Effective April 1, 2009: Increase to five dollars (\$5.00) per hour.

(b) Shift differential shall be paid in addition to the overtime rate, for overtime worked in conjunction with the shift worked in (a) above.

Effective on the date of ratification a weekend differential of two dollars and seventy-five cents (\$2.75) 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.

Effective April 1, 2009: Increase to three dollars and twenty-five cents (\$3.25) per hour."

### 2.1.8 Amend Article 17 as follows:

"17.01 (a) When a Registered EMT - Paramedic 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 effective date of ratification one dollar (\$1.00) per hour for such responsibility."

#### 2.1.9 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 (1<sup>st</sup>) 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 (2<sup>nd</sup>) to the ninth (9<sup>th</sup>) years of employment, an employee shall earn entitlement to vacation calculated on a basis of sixteen (16) working days; or
- (c) during the tenth (10<sup>th</sup>) 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 ninety (2,190) regular hours."

Notwithstanding the above, Article 21.02(e) from the main collective agreement shall apply except that the entitlement shall be restricted to thirty-eight point seven five (38.75) hours."

## 2.1.10 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 one and one-half times (1 1/2X) his Basic Rate of Pay. 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 31<sup>st</sup> of each year.

- (c) Article 22.03(b) of the main Collective agreement will apply to employees covered by these Local Conditions.
- 22.08 A Named Holiday for the purpose of this Local Condition is defined as being of twelve (12) hours duration for those employees employed on an annual basis of two thousand one hundred 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-call."
- 2.1.11 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 (a) All transfers and promotions shall be on a trial basis. The transferred or promoted employee will be given a trial period of five hundred forty-seven point five (547.5) hours in which to demonstrate her ability to perform the new tasks to the satisfaction of the Employer.
    - (b) The Employer shall provide an evaluation of the employee prior to the completion of the trial period.
    - (c) Should either:
      - (i) the Employer determine that the employee fails to succeed during the trial period, or
      - (ii) the employee request reinstatement to their former position, with written two (2) weeks notice,

the Employer shall reinstate that employee in their 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.

- (d) When the Employer reinstates an employee in the employee's former position or places the employee in another suitable position, the vacancy in which the employee is being placed shall not be subject to the provisions of Articles 29.01 to 29.05 inclusive.
- (e) A reinstatement or placement of an employee in accordance with Article 29.06(c) shall not be construed as a violation of the scheduling provisions of Article 10: Hours of Work."

## 2.1.12 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, parent, child, brother, sister, fiancée, step-parent, step-child, step-brother, step-sister and grandchild 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) 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 and grandparent-in-law).
  - (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) kilometers 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."

## 2.1.13 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."

## 2.1.14 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 endeavor to arrange training courses for the employees in self-defense and restraint measures. Employees must attend such courses when arranged."
- 2.1.15 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:

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

(a) up to twelve (12) hours."

### 44.05 **Overtime**

- (A) Amend Article 12.01 to read:
  - "12.01 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 twelve (12) hours.

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."

## 44.06 **On-Call Duty**

The provisions of Article 13: On-call 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-call 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:
  - "14.02 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 thirty-five (2,135) hours of work and further increments on the satisfactory completion of each period of two thousand one hundred 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:
  - "21.02 (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:
  - "22.01 (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
Good Friday
Victoria Day
Canada Day
Thanksgiving Day
Remembrance Day
Christmas 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 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:
  - "23.02 After an employee has worked five hundred forty-seven point 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."
- 44.13 Further to Article 9.01, part-time employees will have completed their probationary period after one thousand ninety-five (1,095) hours or one (1) year of employment, whichever is the lesser.

# 2.1.16 Uniform and Clothing Issue

- (a) The following clothing and equipment shall be supplied by the Employer to each full-time or temporary employee upon commencement of employment:
  - (i) four (4) "T" shirts;
  - (ii) one (1) pair of boots;
  - (iii) four (4) jumpsuits or shirts/pants;

- (iv) one (1) pair of gloves;
- (v) one (1) all weather jacket;
- (vi) one (1) belt;
- (vii) one (1) winter hat;
- (viii) any other articles of clothing and equipment that the Employer deems necessary.
- (b) At commencement of employment, a casual or part-time employee shall be provided with two (2) jumpsuits or shirts/pants, two (2) "T" shirts, one (1) pair of boots, one (1) pair of gloves, one (1) all weather jacket, one (1) belt, one (1) winter hat and any other articles of clothing and equipment that is approved by the Regional Manager or designate.
- (c) All clothing shall be replaced by the Employer subject to the approval of the Regional Manager or his designate. No less than two (2) replacement jumpsuits or shirts/pants will be provided to each full-time or temporary employee every two (2) years.
- (d) 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 Regional Manager or designate.
  - (ii) The employee shall be responsible for replacing any uniform items which are lost or damaged while not on duty.
- (e) (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.
- (f) With the approval of the Employer, pregnant employees shall not be required to wear uniforms but may dress in attire of their own choosing.

### 2.1.17 **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 the first five (5) hours duration and each subsequent period of six (6) hours duration of such duties to a maximum daily reimbursement of thirty-six dollars (\$36.00).

# 2.1.18 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.

### LETTER OF UNDERSTANDING

### **BETWEEN**

# PALLISER HEALTH REGION EMERGENCY MEDICAL SERVICES DEPARTMENT

(hereinafter referred to as the 'Employer')

- and -

### HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the 'Association')

# RE: TEMPORARY FULL-TIME RELIEF EMERGENCY MEDICAL TECHNICIAN (EMT) PARAMEDIC

The Parties believe that retention initiatives for current casual employees with the Emergency Medical Services (EMS) department will have a positive impact on the work environment and allow for the services to retain qualified applicants to ensure a high level of service will be in place.

In response to the workforce demands, Palliser Health Region has created Full-Time Relief Employee positions for Palliser's EMS.

All articles applicable to EMS Local Addendum or main body of the HSAA/Multi-Employer Collective Agreement unless specified in this Letter of Understanding will be in force.

As a result, both Parties mutually agreed to the following:

1. Amend Addendum Item 2.1.2 to read:

"Article 2: Definitions

Add Article 2.07(d) "Temporary Full-time Relief Employee" is one who is hired on a full-time basis and:

- (a) performs relief shifts and/or shift rotations for permanent and temporary full-time staff, and;
- (b) performs heavy workload shifts.
  - (i) For example, instances where EMS case load exceeds scheduled staffing resources."
- 2. It is acknowledged that the EMS in Palliser Health Region provides regional services, therefor; the EMS designated work area is within the regional boundaries. The full-time relief employee will be required to report to work in more than one (1) location.

- 3. The positions will be scheduled, when possible four (4) weeks in advance to work relief shifts for the regular and temporary full-time Paramedics in the region.
- 4. At a minimum, the Employer will ensure that no changes in their scheduled shifts will occur under two (2) weeks notice. If the Employer does alter the schedule of a Relief Employee under two (2) weeks notice period, the day(s) in question will be paid at the applicable overtime rate and Article 20.05 will be in force.
- 5. Article 20 of the Multi-Employer/HSAA Collective Agreement will not apply to Relief Employees when they are scheduled in accordance with point 4 of this Letter of Understanding.
- 6. No overtime will apply when the Employer adjusts the start and end times of a regularly scheduled shift when under three (3) hours of the original shift if on the same day.
  - (a) For example, if the employee is scheduled to work on a Friday for a 7:00 a.m. to 7:00 p.m. shift that was scheduled two (2) weeks prior and the Employer requires them to work on that same Friday for a 10:00 a.m. to 10:00 p.m. shift, the Employer will notify the employee prior to the shift of the start time change. The Employer will endeavour to give as much advance notices as possible.
- 7. Vacation and/or time off requests for the Relief Employees will be submitted to the Employer not less than four (4) weeks prior to the commencement date of the vacation and/or time off request.
- 8. A copy of this Letter of Understanding shall be appended to all postings for Temporary Full-Time Relief Paramedics. A successful candidate for a position shall be provided with a copy of this Letter of Understanding and will be requested to sign a copy indicating that she has read the Letter of Understanding.

By signing this Letter of Understanding, all Parties agree that the Full-Time Relief Employees will be in full force and effect until March 31, 2009 or may be extended upon mutual agreement of the Parties.

### JOB SHARING AGREEMENT

### General Guidelines:

All Parties agree that prior to entering into a Job Share Agreement within the EMS department, the following conditions are met:

- 1. Both job sharers will be of Full-Time Equivalency (FTE).
- 2. Both job sharers will have completed a probationary period.
- 3. This Job Share Agreement shall be subject to an initial one (1) year trial period prior to making it permanent:
  - (a) Prior to the trial period commencing, both potential job sharers will develop a plan to illustrate how the job share will apply to the Employer for approval.
  - (b) In the event that either of the job sharers or the Employer decides to not continue the agreement during the trial period, they shall provide thirty (30) days written notice to the others of their intention to discontinue the agreement.
  - (c) Both job sharers will revert back to their original positions.
- 4. The most senior job sharer's position will be the applicable position shared. Consequently, the less senior job sharer's position will be vacated and temporarily posted in accordance with Article 29.
- 5. Upon completion of the trial period, and the agreement is adopted on an ongoing basis, the less senior job sharer will give up their regular full-time position permanently and both job sharers will assume the original job share and revert to part-time status.
- 6. The job sharers will fulfill the requirements of the schedule rotation that will consist of two (2) twelve (12) hour day shifts and two (2) twelve (12) hour night shifts followed by four (4) days off.
- 7. The job sharers will each contribute zero point five (0.5) FTE to fulfill one (1) full-time Registered EMT-Paramedic position with each job sharer being scheduled to equally distributed shifts per shift unless mutually agreed between the job sharers.
- 8. For the duration of this agreement, the job sharers vacation, sick time, health benefits, overtime, etc. will be based on the status of regular part-time (0.5 FTE):
  - (a) Vacation entitlements for each partner shall be per Article 44.08.
  - (b) Both job sharers will exercise their vacation picks together and the rotation of the senior partner will be used for vacation selection purposes. Any additional

- vacation accruals above the regular part-time zero point five (0.5) FTE entitlements will be paid out.
- (c) Named Holiday entitlements for each partner shall be per Article 44.09.
- (d) Sick leave entitlements for each partner shall be per Article 44.10.
- 9. The job sharers will cover each other for scheduled absences including vacation, sick leave, etc. This job share will be managed by the job sharers. In the event of an unforeseen absence, the other job sharer will be approached to provide coverage within forty-eight (48) hours and in these circumstances, the regular rate of pay shall be paid for all scheduled hours worked for a partner.
- 10. The job sharers may, with Palliser's approval, work additional shifts during their respective time off. This will not exceed the maximum number of hours for part-time staff as indicated in the collective agreement.
- 11. No overtime will incur as a result of working additional shifts unless the Employer authorizes the job sharer to work beyond their regularly scheduled shifts or schedules the job sharer to work on scheduled day(s) off.
- 12. This agreement cannot be applied to any other shift rotation, or transfer of one (1) or both of the job sharers, without mutual written agreement from all Parties and formal modifications of this agreement.
- 13. The job sharers are responsible for obtaining information on how they may be personally affected by the terms of employment as outlined in this agreement and their relevant collective agreement.
- 14. The job sharers are expected to effectively collaborate with each other in regard to responsibilities, department meetings, staff development, cover-off, resignation and termination of this agreement, etc.
- 15. In the event one (1) of the job sharers are granted a leave of absence for more than thirty (30) days, the remaining job sharer will assume the regular full-time one point zero (1.0) FTE EMT-Paramedic position and rotation until the return of the absent job sharer.
- 16. In the event that either of the job sharers wishes to terminate this agreement, a minimum of thirty (30) days written notice must be provided by any of the parties and the following options may therein occur:
  - (a) The job sharer choosing to terminate the job share will be placed in the next available paramedic vacancy within the site where the job share originated. Until such a vacancy appears, both job sharers will fulfill their obligations of the job share.
  - (b) The remaining partner will assume the full-time rotation of the job share once the terminating job sharer is placed in the next available vacancy.

- (c) The remaining job sharer will attempt to recruit another partner from within the ranks of the EMT Paramedics who are permanent employees of Palliser EMS.
- (d) Should a suitable candidate to job share not be located, the remaining EMT-Paramedic must accept their respective regular full-time EMT-Paramedic position or resign from this position.
- 17. Palliser reserves the right to terminate this job sharing agreement if the agreement is considered unworkable for any reason with thirty (30) days notice.

The following Local Conditions shall apply to the employees employed in a Community Health Services capacity:

- 2.1.20 Amend Article 2.07(c)(i) as follows:
  - "2.07 (c) (i) For a specific job of more than three (3) months but less than twelve (12) months."
- 2.1.21 Amend Article 10.02(a) as follows:

# "10.02 (a) Meal Periods and Rest Periods

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 and not more than sixty (60) minutes to be scheduled by the Employer provided the period worked exceeds four (4) hours."

## 2.1.22 Add to Article 11 as follows:

"11.07 Flexible Hours of Work shall be an enhancement to this article and should be implemented in conjunction with Article 11.

Notwithstanding Article 10, flexible hours of work may be implemented where mutually agreed between the Employer and the employee as follows:

- (a) Where the employee requests to work flexible hours, he 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.
- (b) Time worked in excess of seven and three-quarter (7 3/4) hours in a day on direct or indirect service delivery 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.
- (c) If the Employer requires the employee to work hours in excess of the flexible hours work agreement, the additional hours will be at overtime rate as per the overtime article.

(d) Employees may work flexible hours in accordance with (a) or (b) above provided no increase in cost is incurred by the Employer.

Either the employee or Employer may terminate the flexible hours of work upon ninety (90) days notice."

### 2.1.23 Amend Article 21.02(e) as follows:

- "21.02 (e) An employee who is earning more vacation than specified above shall continue to earn at the higher rate until such time as she moves to the next step in the vacation entitlement."
- 2.1.24 Amend Article 26 by adding the following:
  - "26.03 Where an eligible part-time employee requests enrolment in the pension plan, the Employer shall facilitate such enrolment and both the Employer and the employee shall be bound by the Plan Act and Regulations and both Parties shall make contributions in accordance with the provisions of the Plan."
- 2.1.25 Replace Article 42.02 as follows:
  - "42.02 The Employer shall establish one (1) Health and Safety Committee for Community Health work sites. The number of Employer representatives on this Committee shall not exceed the number of representatives from the Association and other employee groups. The Committee shall meet at least once a month."
- 2.1.26 Amend Article 44.08 as follows:

### 44.08 Vacation With Pay for Part-Time Employees

- (A) Article 21.02(e) is amended to read:
  - "21.02 (e) An employee who is earning more vacation than specified above shall continue to earn at the higher rate until such time as she moves to the next step in the vacation entitlement."

## **Vacation for Casual Employees**

(B) Article 21.02(b) is amended to read:

# "21.02 (b) <u>Vacation Pay</u>

(v) An employee who is earning more vacation than specified above shall continue to earn at the higher rate until such time as she moves to the next step in the vacation entitlement."

#### **ADDENDUM #3**

# LOCAL CONDITIONS APPLICABLE TO THE MINERAL SPRINGS HOSPITAL, BANFF

### ITEM 1: BANFF EMERGENCY MEDICAL SERVICES PERSONNEL

3.1.1 These Local Conditions shall be effective up to and including the thirty-first (31<sup>st</sup>) day of March, 2011 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 twenty (120) calendar days prior to March 31, 2011 of its desire to change or amend these Local Conditions. Where notice is served by either Party to commence collective bargaining, these Local Conditions shall continue in full force and effect until new Local Conditions have 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 Articles 9.01 and 9.02(a) 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. 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.
- 9.02 (a) 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.

(b) The employee's probationary period may be extended if mutually agreed upon by the Association and the Employer. During the extended period, the employee shall be given regular feedback regarding her performance."

## 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 ninety (2,190) hours per year; and
  - (v) hours of work shall be consecutive; and
  - (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; and
  - (vii) the Employer shall provide a minimum of two (2) months notice of the platoon change; and
  - (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 (1<sup>st</sup>) 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 (1<sup>st</sup>) call, the employee will have a minimum of eight (8) hours of second (2<sup>nd</sup>) call or time off before working additional first (1<sup>st</sup>) 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 (1<sup>st</sup>) call in one (1) twenty-four (24) hour period; and

- (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 agreed 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 eighty cents (\$2.80) 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 three (3) 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 (1<sup>st</sup>) call shift, the employee shall be deemed to be working overtime and shall be paid in accordance with Article 13.03(a) above until the scheduled commencement of his first (1<sup>st</sup>) 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-eight cents (\$0.38) 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 Effective April 1, 2007

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 (1<sup>st</sup>) year of employment, an employee shall earn entitlement to vacation calculated on a basis of one hundred sixteen and one-quarter (116 1/4) hours; or
- (b) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an employee shall earn entitlement to vacation calculated on a basis of one hundred fifty-five (155) hours; or
- (c) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an employee shall earn entitlement to vacation calculated on a basis of one hundred ninety-three and three-quarter (193 3/4) hours; or
- (d) during each of the twentieth (20<sup>th</sup>) and subsequent years of employment, an employee shall earn entitlement to vacation calculated on a basis of two hundred thirty-two and one-half (232 1/2) hours.

Those employees who are currently in their first (1<sup>st</sup>) year of employment with the Employer and earning vacation entitlement on a basis of one hundred forty-four (144) hours shall continue to earn vacation at this rate until they reach their second (2<sup>nd</sup>) year of employment with the Employer, at which time they will earn vacation in accordance with Article 3.1.9. Any employees hired following the date of ratification of these Local Conditions will earn vacation in accordance with Article 3.1.9.

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<sup>st</sup>. The Employer shall approve or reject requests by April 30<sup>th</sup>."

## 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 Article 23.05 as follows:

"23.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Where the employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer."

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 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 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:

"25.01 (b) (v) 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, or for jury selection, 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 onduty 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

Article 0.

Article 38:

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:

Probationary Pariod

Resignation/Termination"

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

### 44.03 Hours of Work

Amend Article 10.01 to read:

"10.01 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:

- "12.01 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:
  - "14.02 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 ninety (2,190) hours of work and further increments on the satisfactory completion of each period of two thousand one hundred 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:
  - "21.02 (a) A casual employee shall be paid, in addition to his basic rate of pay, six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of his regular earnings in lieu of vacation, whichever is applicable depending on 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.

(c) Regular Part-time Employees shall accrue vacation on hours paid in proportion to the paid hours of a full-time employee. Hours will go into a vacation bank and can be accessed as required."

# 44.09 Named Holidays

- (A) Article 22.01 is replaced in its entirety by the following:
  - "22.01 (a) An employee to whom these provisions apply required to work on a Named Holiday, which are:

New Year's Day
Alberta Family Day
Good Friday
Victoria Day
Canada Day
Canada Day
Christmas 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:
  - "23.02 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 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; and
  - (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) 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 one hundred dollars (\$100.00) each fiscal year. Annual entitlements may be carried forward from year-to-year to a maximum of four hundred dollars (\$400.00). Upon being hired, a new employee may be provided with a one-time only advance of one (1) 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 (1) 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 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 #4**

# LOCAL CONDITIONS APPLICABLE TO THE CALGARY HEALTH REGION

# ITEM 1: LOCAL CONDITIONS APPLICABLE TO PATIENT TRANSFER PERSONNEL

4.1.1 Article 19 shall be null and void.

### 4.1.2 Meal Periods and Rest Periods

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

"10.02 (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."

# 4.1.3 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; and
  - (x) Two (2) sweaters.

\*For those employees who choose to upgrade to the Littman II Classic Stethoscope, the Employer will reimburse on a one (1) 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; and
  - (x) One (1) sweater.

\*For those employees who choose to upgrade to the Littman II Classic Stethoscope, the Employer will reimburse on a one (1) 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) Emergency Medical Technician (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.

# 4.1.4 Amend Article 34: In-Service 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 "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 their basic rate of pay.
  - (c) For the purpose of this Article, compulsory in-service 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)	ITLS	Every four (4) years"

### 4.1.5 **Employee Stranding**

The purpose of this Item is to provide guidelines for the application of Article 12: Overtime and Item 4.1.6 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.

# 4.1.6 **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 fifteen dollars (\$15.00) for each meal purchased to a maximum daily reimbursement of forty-five dollars (\$45.00) (supported by receipts).

# 4.1.7 Amend Article 17 in its entirety as follows:

"17.01 When the Employer designates an Registered Emergency Medical Technician — Paramedic (REMT-P) to be responsible for the performance of the Senior Paramedic duties, he shall receive one dollar (\$1.00) per hour for such responsibility."

### 4.1.8 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 eighty-five cents (\$0.85) per hour 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.

# 4.1.9 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 #4 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 and three-quarter (7 3/4) hours paid or a shift duration of eight and one-quarter (8 1/4) 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.

# 4.1.10 Letter of Understanding #4 Re: Transfer of Patient Care

The Parties agree that all employees will be paid a premium of two dollars (\$2.00) for all hours worked in the Transfer of Care Program in the urban emergency departments of the Calgary Health Region.

# ITEM 2: REGARDING ARTICLE 25: EMPLOYEE BENEFIT PLANS

### 4.2.1 Amend Article 25.01(b) as follows:

"25.01 (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) 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 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 3: LOCAL CONDITIONS APPLICABLE TO ALBERTA CHILDREN'S HOSPITAL - FLEX TIME

### **4.3.1 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.

### 4.3.2 **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.

## 4.3.3 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 Item 4.5.4(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 Item 4.5.4(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 Item 4.5.4(b).

#### 4.3.4 Process

### (a) <u>Accrual of Flex Time</u>

- (i) All flex time accrued shall be paid at straight time up to eleven and three-quarter (11 3/4) hours per day. Overtime will be administered in accordance with Item 4.5.4(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 and three-quarter (11 3/4) hours per day shall be used as the maximum hours worked prior to overtime being paid. Employees working in excess of seven and three-quarter (7 3/4) hours per day may accrue flex time up to maximum of eleven and three-quarter (11 3/4) hours per day. All hours worked in excess of eleven and three-quarter (11 3/4) 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 and three-quarter (38 3/4) hours. For Regular and Temporary Part-time Employees, the maximum flex time bank will be pro-rated 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) <u>Termination of Participation/Employment by an Employee</u>

- (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 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.
- (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.

## 4.3.5 **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 4: LOCAL CONDITIONS APPLICABLE TO DEPARTMENT OF PSYCHOLOGY - FLEXIBLE HOURS OF WORK

### **4.4.1 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.

### 4.4.2 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 Sheldon Chumir Centre, 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:

(a) All Regular or Temporary Full-time or Part-time Employees at date of signing of this Letter of Understanding, 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 Collective Agreement. Upon hire, a Regular or Temporary Full-time or Part-time Employee may indicate their consent in writing within thirty (30) days of the date of the employee's hire.

## 4.4.3 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, Articles 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.

### 4.4.4. 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 4.7.4(C) and 4.7.5, 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 and three-quarter (7 3/4) hours per day must be worked before flex time begins to accrue. An employee may work up to four point zero (4.0) flex hours per day for a total of eleven and three-quarter (11 3/4) hours worked [seven and three-quarter (7 3/4) regular hours, four point zero (4.0) flex hours]. All hours worked in excess of eleven and three-quarter (11 3/4) 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 4.7.4(C) and 4.7.5, 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 and three-quarter (11 3/4) hours worked [seven and three-quarter (7 3/4) 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 flex time 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 and one-half (15 1/2) 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 (1<sup>st</sup>) 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 and three-quarter (7 3/4) hours per 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.

### 4.4.5 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.

## 4.4.6 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 a six (6) month trial period the Employer and Union will meet to review this Letter of Understanding.

# ITEM 5: LOCAL CONDITIONS APPLICABLE TO CALGARY COMMUNITY (Including Airdrie and Cochrane)

#### 4.5.1 Hours of Work

Amend Article 10: Hours of Work as follows:

- (A) Amend Article 10.01 to read:
  - "10.01 Regular hours of work for a full-time employee, exclusive of meal periods, shall be:
    - (a) seven and one-half hours (7 1/2) work hours per day."
- (B) Amend Article 10.02(a) to read:
  - "10.02 (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 one-half (7 1/2) hours and exclude an unpaid meal period of not less than one (1) hour."

### 4.5.2 Work Schedules and Shifts

Amend Article 11: Work Schedules and Shifts as follows:

- (A) Amend Article 11.02(a) to read:
  - "11.02 (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:
    - (v) employees will have a day off every third (3<sup>rd</sup>) Friday or Monday on a rotational basis. By mutual agreement between the employee and the Employer the day off may be moved to another day."

#### 4.5.3 **Overtime**

Amend Article 12: Overtime as follows:

- (A) Amend Article 12.01 to read:
  - "12.01 Overtime is all time authorized by the Employer and worked by an employee in excess of seven and one-half (7 1/2) hours per day or on scheduled days of rest."
- (B) Amend Article 12.04(a) to read:
  - "12.04 (a) For work in excess of seven and one-half (7 1/2) 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."

## 4.5.4 **On-Call Duty**

Amend Article 13: On-Call Duty as follows:

(A) Amend Article 13.12 to read:

#### "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 one-half (7 1/2) hours of work in the day or thirty-five (35) 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 seven and one-half (7 1/2) hours of work in the day or thirty-five (35) 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."

## 4.5.5 Travel Expenses

Amend Article 20: Travel Expenses as follows:

(A) Amend Article 20 to include:

"20.05 An employee provided with a cell phone for business purposes shall have it provided at no cost to the employee."

#### 4.5.6 **Vacations with Pay**

Amend Article 21: Vacations with Pay as follows

- (A) Amend Article 21.05(a) to include:
  - "21.05 (a) Full-time employees covered by this Collective Agreement shall be permitted to accumulate and carry-forward to a future vacation period, one (1) week of annual vacation per annum to a maximum accumulation of four (4) weeks, subject to the approval of management and the needs of the operation. Such deferred vacation shall be paid at the employee's prevailing rate in effect when taken."

## 4.5.7 Named Holidays

Amend Article 22: Named Holidays as follows:

"(A) Amend Article 22.03(e) to read:

Compensating time off, at her basic rate of pay, for all hours worked in excess of seven and one-half (7 1/2) hours."

## 4.5.8 **Seniority**

Amend Article 28: Seniority as follows:

- (A) Amend Article 28.01(b) to read:
  - "28.01 (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 one thousand eight hundred twenty-seven (1,827) hours and converting the result to a seniority date."

#### 4.5.9 Leaves of Absence

Amend Article 33: Leaves of Absence as follows:

- (A) Amend Article 33.03(c)(ii) to read:
  - "33.03 (c) (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 one-half (7 1/2) hours per day."

#### 4.5.10 Part-time, Temporary and Casual Employees

## A. Amend Article 44.01 as follows:

"44.01 Except as modified by this Addendum, all provisions of this Collective Agreement and Addendum 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"

#### B. Amend Article 44.02 as follows:

- "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)."

#### C. Amend Article 44.03 - **Hours of Work** to read:

#### "44.03 (1) Amend Article 10.01 to read:

"10.01 Regular hours of work, exclusive of meal periods, shall be up to seven and one-half (7 1/2) 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."

- (2) Amend Article 10.02(a) by adding:
  - "10.02 (a) 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 one-half (7 1/2) hours but more than three and three-quarter (3 3/4) hours."
- (3) Amend Article 10.02 by adding:
  - "10.02 (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 4.5.10C.(1) for those hours worked in excess of seven and one-half (7 1/2) 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 4.7.10(A)(3)(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."

## D. Amend Article 44.04 – **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 (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) 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 (1) 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 (1) 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 (1<sup>st</sup>) 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."

#### E. Amend Article 44.05 - **Overtime** to read:

(1) Amend Article 12.01 to read:

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

- (i) a Regular Part-time Employee in excess of the maximums specified in Item 4.5.10(A)(1); or
- (ii) a casual employee in excess of seven and one-half (7 1/2) hours in a day or one hundred and fifty (150) 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."

(2) Article 12.04 is null and void.

#### F. Amend Article 44.06 – **On-Call Duty** to read:

- (1) Amend Article 13 by adding:
  - "13.13 In sites 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."

#### G. Amend Article 44.07 – **Salaries** to read:

- (1) Amend Article 14.02(a) to read:
  - "14.02 (a) 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 one thousand eight hundred twenty-seven (1,827) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand six hundred fifty-two (1,652) regular hours of work thereafter until the maximum rate is attained."

## H. Amend Article 44.08 - Vacation With Pay For Part-Time Employees to read:

(1) Article 21.02 is amended to read:

"21.02 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 X 44.03, 44.08(C) and 45.12(A)	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 (1<sup>st</sup>) year of employment; or
- (b) eight percent (8%) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment; or
- (c) ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment; or
- (d) twelve percent (12%) during each of the twentieth (20<sup>th</sup>) and subsequent years of employment.
- (e) Regular Part-time Employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

X

Hours worked during the vacation year at the rate specified in Articles 4.5.10(A) and 4.5.10(F)(3) The applicable percentage as outlined below

Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period

## **Vacation for Casual Employees**

(2) Article 21.02 is amended to read:

## "21.02 (a) <u>Vacation Entitlement</u>

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

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

## (v) Supplementary Vacation

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date:

- (a) upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;
- (b) upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;
- (c) upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;
- (d) upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;
- (e) upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay.

## (b) Vacation Pay

Vacation pay shall be paid in accordance with the following:

- (i) during the first (1<sup>st</sup>) year of employment six percent (6%) of her regular earnings as defined in (3) below; or
- (ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment eight percent (8%) of her regular earnings as defined in (3) below; or
- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment ten percent (10%) of her regular earnings as defined in (3) below; or
- (iv) during the twentieth (20<sup>th</sup>) and subsequent years of employment twelve percent (12%) of her regular earnings as defined in (3) below."

- (c) Article 21.06 is amended to read:
  - "21.06 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."
- (3) 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 one-half (7 1/2) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.
- I. Amend Article 44.09 **Named Holidays** read:
  - (1) With the exception of Article 22.06, Article 22 is replaced in its entirety by the following:
    - "22.01 (a) An employee to whom these provisions apply required to work on a Named Holiday, which are:

New Year's Day
Alberta Family Day
Good Friday
Victoria Day

Labour Day
Thanksgiving Day
Remembrance Day
Boxing Day

Canada 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 one-half (7 1/2) hours worked on a Named Holiday and two times (2X) her basic rate of pay for time worked in excess of seven and one-half (7 1/2) hours.

(b) An employee obliged, in the course of duty to work on Christmas and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) her basic rate of pay.

(c) 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."

#### J. Amend Article 44.10 – **Sick Leave** read:

- (1) Amend Article 23.02 to read:
  - "23.02 (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 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."
- (2) Amend Article 23.04 to read:
  - "23.04 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."

## K. Amend Article 44.11 – **Bereavement Leave** read:

"44.11 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."

#### L. Amend Article 44.12 – **Change of Status** to read:

"44.12 (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."

#### M. Amend Article 44.14 to read:

"44.14 Further to Article 9.01, part-time employees will have completed their probationary period after one thousand seven and one-half (1,007 1/2) hours or one (1) year of employment, whichever is the lesser."

## 4.5.11 Letter of Understanding Re: Special Events – Public Health Inspectors

The Parties agree to the following terms and conditions for Public Health Inspectors when working "Special Events" on behalf of the Employer:

- 1. When working Special Events, it is agreed that when two (2) weeks notice or more is provided, the Public Health Inspectors will be allowed to bank the actual time worked at straight time. It is further agreed that the straight time which has been banked will be taken at a time mutually agreed to by the Employer and the employee.
- 2. The undersigned agree to the terms and conditions of this agreement. The Health Sciences Association of Alberta representative is authorized to represent and legally bind the Association and the Public Health Inspectors in this matter.
- 3. Either party may terminate this agreement within ninety (90) days notice in writing.

This Letter of Understanding shall expire on March 31, 2011.

## ITEM 6: LOCAL CONDITIONS APPLICABLE TO RURAL COMMUNITY (former Headwaters and Regional Health Authority 5)

#### 4.6.1 **Hours of Work**

Amend Article 10: Hours of Work as follows:

- A. Amend Article 10.01 to read:
  - "10.01 Regular hours of work for a full-time employee, exclusive of meal periods, shall be one (1) of the following options as determined by the Employer:
    - (a) (i) seven (7) consecutive hours per day;

- (ii) seventy (70) hours averaged over a fourteen (14) day period;
- (iii) one thousand eight hundred twenty-seven (1,827) hours per year; or
- (b) (i) seven and three-quarter (7 3/4) consecutive hours per day;
  - (ii) seventy-seven and one-half (77 1/2) hours averaged over a fourteen (14) day period;
  - (iii) two thousand twenty-two and three-quarter (2,022 3/4) hours per year; or
- (c) (i) seven and three-quarter (7 3/4) consecutive hours per day;
  - (ii) thirty-six point eight one (36.81) hours per week, averaged over a twenty-eight (28) day period;
  - (iii) one thousand nine hundred twenty and three-quarter (1,920 3/4) hours per year."
- B. Amend Article 10.02(a) to read:
  - "10.02 (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 (7) or seven and three-quarter (7 3/4) hours, as specified in Item 4.9.1(A), and exclude an unpaid meal period of not less than thirty (30) minutes."

#### 4.6.2 Overtime

Amend Article 12: Overtime as follows:

- A. Amend Article 12.01 to read:
  - "12.01 Overtime is all time authorized by the Employer and worked by an employee in excess of the regular hours of work as specified in Item 4.6.1(A) or on scheduled days of rest."
- B. Amend Article 12.04(a) to read:
  - "12.04 (a) For work in excess of seven (7) hours per day or seven and three-quarter (7 3/4) hours per day of work as specified in Item 4.6.1(A), 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."

## 4.6.3 **On-Call Duty**

Amend Article 13: On-Call Duty as follows:

A. Amend Article 13.12 to read:

#### "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 workplace the following will apply:

- (a) An employee who has not completed their regular hours of work in a day or week, as work as specified in Item 4.6.1(A), 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 their regular hours of work in a day or week, work as specified in Item 4.6.1(A), 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."

## 4.6.4 Travel Expenses

A. Amend Article 20 to include:

"20.06 The Employer will reimburse employees for telephone calls on their personal cell phones, necessitated by employment or safety reasons."

## 4.6.5 Named Holidays

Amend Article 22: Named Holidays as follows:

A. Amend Article 22.03(e) to read:

"22.03 (e) Compensating time off, at her basic rate of pay, for all hours worked in excess of daily hours work as specified in Item 4.6.1(A)"

## 4.6.6 **Seniority**

Amend Article 28: Seniority as follows:

A. Amend Article 28.01(b) to read:

"28.01 (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 their annual hours as work as specified in Item 4.6.1(A) and converting the result to a seniority date."

#### 4.6.7 Leaves of Absence

Amend Article 33: Leaves of Absence as follows:

A. Amend Article 33.03(c)(ii) to read:

"33.03 (c) (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 their regular daily hours work as specified in Item 4.6.1(A)."

#### 4.6.8 Part-time, Temporary and Casual Employees

A. Amend Article 44: Part-time Temporary and Casual Employees as follows:

"44.01 Except as modified by this Addendum, all provisions of this Collective Agreement and Addendum 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

- (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)."

#### B. Amend Article 44.03 – **Hours of Work** to read:

- (1) Amend Article 10.01 to read:
  - "10.01 Regular hours of work, exclusive of meal periods, shall be up to their regular daily hours work as specified in Item 4.6.1(A). 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."
- (2) Amend Article 10.02(a) by adding:
  - "10.02 (a) 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 their regular daily hours work as specified in Item 4.6.1(A), but more than three and three-quarter (3 3/4) hours."
- (3) Amend Article 10.02 by adding:
  - "10.02 (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 Item 4.6.8(D)(1) for those hours worked in excess of their regular daily hours work as specified in Item 4.6.1(A).
    - (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 Item 4.6.8(A)(3)(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."
- C. Amend Article 44.04 **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 (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) 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 (1) 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 (1) 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 (1<sup>st</sup>) 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."

## D. Amend Article 44.05 – **Overtime** to read:

(1) Amend Article 12.01 to read:

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

- (i) a Regular Part-time Employee in excess of the maximums specified in Item 4.6.8(A)(1); or
- (ii) a casual employee in excess of seven and three-quarter (7 3/4) hours in a day or one hundred fifty-five (155) hours worked, or seven (7) hours in a day or one hundred forty (140) 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."

- (2) Article 12.04 is null and void.
- E. Amend Article 44.06 **On-Call Duty** to read:
  - (1) Amend Article 13 by adding:
    - "13.13 In sites 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."
- F. Amend Article 44.07 **Salaries** to read:
  - "(1) Amend Article 14.02(a) to read:
    - "14.02 (a) Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, part-time, temporary and casual employees shall be entitled to an increment on the satisfactory completion their annual regular hours of work as described in Item 4.6.1(A), and then shall receive further Pay Step advancements, if applicable, based upon completion of:
      - (i) one thousand seven hundred twenty-seven (1,727) regular hours of work if their annual hours of work are one thousand nine hundred twenty and three-quarter (1,920 3/4) hours; or
      - (ii) one thousand six hundred fifty-two (1,652) regular hours of work if their annual hours of work are one thousand eight hundred twenty-seven (1,827) hours; or
      - (iii) one thousand eight hundred twenty-nine (1,829) regular hours of work if their annual hours of work are two thousand twenty-two and three-quarter (2,022 3/4) hours;

of work at each subsequent Pay Step in the pay range."

- G. Amend Article 44.08 Vacation with Pay for Part-Time Employees to read:
  - "(1) Article 21.02 is amended to read:

#### "21.02 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 Item
4.6.1(A)

The applicable percentage as outlined in (a) or (b) below

Number of hours of paid vacation time to be taken

- (a) six percent (6%) during the first (1<sup>st</sup>) year of employment; or
- (b) eight percent (8%) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment; or
- (c) ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment; or
- (d) twelve percent (12%) during each of the twentieth (20<sup>th</sup>) and subsequent years of employment; or
- (e) Regular Part-time Employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

Hours worked The Number of hours of during the vacation applicable paid supplementary vacation time to be year at the rate percentage as X taken in the current specified in Items outlined 4.6.8(A) and below supplementary 4.6.8(F)(3)vacation period

## **Vacation for Casual Employees**

(2) Article 21.02 is amended to read:

#### "21.02 (a) Vacation Entitlement

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

- (i) during the first (1<sup>st</sup>) year of employment an employee is entitled to twenty-one (21) calendar days; or
- (ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment an employee is entitled to twenty-eight (28) calendar days; or

- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment an employee is entitled to thirty-five (35) calendar days; or
- (iv) during the twentieth (20<sup>th</sup>) and subsequent years of employment an employee is entitled to forty-two (42) calendar days off.

## (b) <u>Vacation Pay</u>

Vacation pay shall be paid in accordance with the following:

- (i) during the first (1<sup>st</sup>) year of employment six percent (6%) of her regular earnings as defined in (3) below; or
- (ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, eight percent (8%) of her regular earnings as defined in (3) below; or
- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, ten percent (10%) of her regular earnings as defined in (3) below; or
- (iv) during the twentieth (20<sup>th</sup>) and subsequent years of employment, twelve percent (12%) of her regular earnings as defined in (3) below.

## (v) Supplementary Vacation

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date:

- (a) upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;
- (b) upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;

- (c) upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;
- upon reaching the employment anniversary (d) of forty (40) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay;
- upon reaching the employment anniversary (e) of forty-five (45) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay."
- (c) Article 21.06 is amended to read:
  - "21.06 Subject to the approval of the Employer, and depending on the Employer's payroll administrative systems, vacation pay entitlements may be received by an employee at various times of the year."
- (3) Only those regularly scheduled hours and additional hours worked at the basic rate of pay and on a Named Holiday to a maximum of their regular daily hours of work as specified in Item 4.9.1(A), and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.
- H. Amend Article 44.09 – **Named Holidays** read:
  - (1) With the exception of Article 22.06, Article 22 is replaced in its entirety by the following:
    - "22.01 (a) An employee to whom these provisions apply required to work on a Named Holiday, which are:

New Year's Day Labour Day Thanksgiving Day Alberta Family Day Good Friday Remembrance Day **Boxing Day** 

Victoria Day

Canada Day

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

the Municipality in which the health care facility is (i) 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 (1<sup>st</sup>) regular daily hours of work as specified in Item 4.6.1(A) on a Named Holiday and two times (2X) her basic rate of pay for time worked in excess of their regular daily hours work as specified in Item 4.6.1(A).

- (b) An employee obliged, in the course of duty to work on Christmas and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) her basic rate of pay.
- (c) 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."
- I. Amend Article 44.10 **Sick Leave** read:
  - (1) Amend Article 23.02 to read:
    - "23.02 (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 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."

#### (2) Amend Article 23.04 to read:

"23.04 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."

#### J. Amend Article 44.11 – **Bereavement Leave** read:

"44.11 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."

#### K. Amend Article 44.12 – **Change of Status** to read:

- "44.12 (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."

#### L. Amend Article 44.14 to read:

"44.14 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."

## 4.6.9 Letter of Understanding Re: Grandfathered 5/5/4

The Parties agree that the following provisions shall apply to Employees working 5/5/4 in the former Headwaters Health Authority and Regional Health Authority 5. Unless otherwise specified, Articles contained in the main body of the Collective Agreement shall continue to apply. Articles in this Letter of Understanding which have the same numerical designation as Articles in the Collective Agreement shall supersede those Articles in the Collective Agreement for employees working 5/5/4 in the former Headwaters Health Authority and Regional Health Authority 5.

#### Article 10: Hours of Work

## 10.02 Earned Day Off/Extended Weekend

- (a) All full-time employees hired before January 12, 2001, who volunteer to work an Earned Day Off schedule shall work seven and one-half (7 1/2) consecutive hours per day with the Earned Day Off every third (3<sup>rd</sup>) week. This system will be referred to as 5/5/4.
- (b) For employees hired on or after January 12, 2001, or hired before January 12, 2001, who have exercised an option to increase their hours, shift schedules shall provide for one (1) weekend in each four (4) week period as an extended weekend. "Extended weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine and three-quarter (79 3/4) hours off duty.

#### Article 14: Salaries

## 14.03 For part-time employees:

- (a) Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, part-time, temporary and casual employees hired before January 12, 2001, who have not exercised an option to increase their hours shall be entitled to an increment on the satisfactory completion of each one thousand eight hundred twenty-seven (1,827) regular hours of work, and a further increment on the satisfactory completion of each period of each one thousand six hundred fifty-two (1,652) regular hours of work thereafter until the maximum rate is attained.
- (b) Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, part-time, temporary and casual employees hired on or after January 12, 2001, or hired before January 12, 2001, who have exercised an option to increase their hours shall be entitled to an increment on the satisfactory completion of each one thousand nine hundred twenty and three-quarter (1,920 3/4) regular hours of work, and a further increment on the satisfactory completion of each period of each one thousand seven hundred eleven and one-half (1,711 1/2) regular hours of work thereafter until the maximum rate is attained.

#### Article 29: Appointments, Promotions, Transfers and Vacancies

29.10 (a) For employees hired before January 12, 2001, who have not exercised an option to increase their hours, a new employee placed on the Salary Schedule shall advance to subsequent pay steps, if applicable, upon completion of one thousand eight hundred twenty-seven (1,827) regular hours of work, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand six hundred and fifty-two (1,652) regular hours of work at each subsequent Pay Step in the pay range.

# ITEM 7: LOCAL CONDITIONS APPLICABLE TO THE FORMER ALBERTA MENTAL HEALTH (Claresholm & Clinics)

## 4.7.1 **Protective Clothing**

Amend Article 43: **Protective Clothing** as follows:

- A. Amend Article 43 to include:
  - "43.01 Those employees who are required by the Employer to wear safety approved footwear shall receive an annual shoe allowance to a maximum of one hundred twenty dollars (\$120.00) per year. Such allowance will be paid on the production of a receipt."

## 4.7.2 Letter of Understanding Re: Medical Exam for Class 4 Drivers License

When the Employer requires an employee to undergo a compulsory medical examination, the cost of such examination shall be paid by the Employer. This Article shall not apply to Article 23 - Sick Leave.

## ADDENDUM #5

# LOCAL CONDITIONS APPLICABLE TO THE DAVID THOMPSON HEALTH REGION

## ITEM 1: ALBERTA HOSPITAL PONOKA – GENERAL

5.1.1. Employees will not be charged for the use of unreserved parking stalls.

#### **ADDENDUM #6**

## LOCAL CONDITIONS APPLICABLE TO THE CAPITAL HEALTH AUTHORITY

## ITEM 1: LOCAL CONDITIONS APPLICABLE TO THE GLENROSE REHABILITATION HOSPITAL ONLY

#### 6.1.1 Hours of Work

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

#### 6.1.2 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."

#### 6.1.3 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.

#### 6.1.4 **Modified Work Day**

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

"45.05 (B) (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 2: LOCAL CONDITIONS APPLICABLE TO THE ROYAL ALEXANDRA HOSPITAL

6.2.1 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.

#### ITEM 3: TRANSFER AND INTERMINGLING AGREEMENT

#### 6.3.1 **Preamble**

- 1.1 In recognition of the consolidated bargaining unit representing paramedical technical and paramedical professional employees at Capital Health sites, the Parties agree to the following terms respecting transfers and intermingling of Capital Health paramedical technical and paramedical professional employees in Capital Health sites.
- 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.

## 6.3.2 **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 site and additional positions at the receiving site, a severance offering shall be made to employees in the program and classifications affected by the transfer (and any resulting displacement) at the sending site, available up to a maximum of the shortfall between the total of the vacant FTE's at the sending site and additional FTE's at the receiving site and the total FTE's being reduced at the sending site. The severance offering shall be in accordance with clause 6.4.3.
- 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 (1) 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 Item 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 Item 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.
- 2.8 When there is more than one (1) sending site the principle of proportionality shall apply to filling of positions at the receiving site. Positions shall be offered first to eligible employees of the transferring program in proportion to the number of 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.

## 6.3.3 **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:
  - (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 full-time pay for each full period of one thousand eight hundred 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 by 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 Item 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.

#### 6.3.4 Layoffs and Recalls

- 4.1 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 Capital Health, the employee shall be placed in a vacancy in their classification within fifty (50) kilometers of their original site, provided they have the ability to perform the required work. Where no vacancy exists, within fifty (50) kilometers of their original site, Capital Health shall effect a vacancy by laying off the least senior employee in the classification, 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 recall list, in addition to site recall lists.
- 4.3 Recalls to vacancies at Capital Health sites 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, 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 to that site.

#### 6.3.5 Addition of Parties

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

## 6.3.6 Expedited Dispute Resolution

6.1 In the event of a dispute concerning the application of Item 6.4.2, 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.

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 Costs of the arbitrator shall be shared equally between the Parties.

## 6.3.7 **Termination of Agreement**

- 7.1 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.
- 7.2 Termination of this agreement pursuant to Item 7.1 shall not prejudice the right of either Party to subsequently make application to the Labour Relations Board concerning the structure of paramedical professional/technical bargaining unit in Capital Health, or otherwise.
- 7.3 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 4: LOCAL CONDITIONS APPLICABLE TO ALBERTA HOSPITAL EDMONTON ONLY

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.

## 6.4.2 **LETTER OF UNDERSTANDING**

#### Between

#### CAPITAL HEALTH

- and -

## HEALTH SCIENCES ASSOCIATION OF ALBERTA

# **RE: FLEXIBLE HOURS OF WORK**

**NOTE:** This Letter of Understanding does not apply to employees at the Northeast Community Health Centre.

Further to Article 9: Hours of Work and subject to operational requirements, the Employer will endeavor to honour a request by an employee to work flexible hours. Operational requirements include, but are not limited to, such criteria as client needs, coverage for core hours, interactions between staff including values and competing interests, and reasonable notice being required prior to implementation of flexible hours.

If the Employer approves such arrangements, the nature and detail of the flexible hours arrangement (excluding the Occasional Non-Recurring Flexible Hours of Work Situation) shall be in writing and supplied to HSAA by the employee prior to the implementation of the agreement.

The Parties agree that flexible hours of work fall into the following three (3) categories with qualifying parameters as outlined below:

- 1. Flexible Start/Stop Times;
- 2. Short-Term Recurring Flexible Hours of Work; and
- 3. Occasional/Non-Recurring Flexible Hours of Work

In all cases, employees will be paid at straight time with no eligibility for premiums.

The Employer shall monitor and the Parties shall jointly review the status of the flexible hours of work annually.

# 1. Flexible Start/Stop Times

At the request of the employee or the Employer and with twenty-eight (28) days notice, the Employer and employee may, through mutual agreement, alter the employee's start and stop times of work, for a period of up to six (6) months.

The term of the agreement shall terminate unless extended by mutual agreement of the Parties.

Notice limits may be reduced through mutual agreement of the Parties.

Hours of work shall be seven and three-quarter (7 3/4) hours per day and thirty-eight and three-quarter (38 3/4) hours per week, averaged over the regular shift cycle.

# 2. Short-Term Recurring Flexible Hours of Work

At the request of the employee or the Employer, and with twenty-eight (28) days notice, the Employer and employee may, through mutual agreement, alter the employee's hours of work.

Pre-approval to flex daily hours of work may be requested by the employee for a specific situation subject to the approval of the supervisor.

The term of the agreement will not exceed six (6) months and may be renewed by mutual agreement.

Notice limits may be reduced through mutual agreement of the Parties.

The request for flexible hours will be accompanied by a request to take compensatory time off. When this is not possible the supervisor will be given a minimum of three (3) working days notice requesting approval for compensatory time off.

Requested time off can be taken in half (1/2) hour increments up to two (2) consecutive seven and three-quarter  $(7\ 3/4)$  hour shifts, and may be taken within the previously mentioned six (6) month period.

Employees will be allowed to bank time, having no more than thirty eight point seven five (38.75) hours in their bank.

Banked time not taken by the employee within the six (6) month period shall be scheduled by the Employer.

# 3. Occasional/Non-Recurring Flexible Hours of Work

At the request of an employee and with reasonable notice, the Employer may agree to alter the employee's daily hours of work.

Pre-approvael to flex daily hours of work may be requested by the employee for a specific situation subject to the approval of the supervisor.

The request for flexible hours will be accompanied by a request to take compensatory time off. When this is not possible, the supervisor will be given a minimum of three (3) working days notice requesting approval for compensatory time off.

Requested time off can be taken in half-hour increments up to two (2) consecutive seven and three-quarter (7 3/4) hour shifts, and may be taken within the previously mentioned six (6) month period.

Employees will be allowed to bank their time, having no more than thirty eight point seven five (38.75) hours in their bank.

Banked time not taken by the employee within a six (6) month period shall be scheduled by the Employer.

## LETTER OF UNDERSTANDING

6.4.3

between

## **CAPITAL HEALTH**

- and -

## HEALTH SCIENCES ASSOCIATION OF ALBERTA

# **RE: CASE COORDINATOR REVIEW**

Within ninety (90) days of ratification of the Collective Agreement, representatives of Capital Health Human Resources department and HSAA shall work together to create a job audit kit for the purposes of reviewing the Case Coordinator and Respiratory Therapist (Capital Health Community Local Conditions) positions.

Capital Health Human Resources and a representative of HSAA shall hold a joint meeting with the Case Coordinators where the audit process will be explained. The audit kit shall be distributed to all Case Coordinators at this meeting.

The Case Coordinators will complete and return the kits to the specified Capital Health Human Resources representative. Capital Health will provide to HSAA a complete copy of each kit.

Capital Health Human Resources will analyze the kits and will provide to HSAA a summary document of which Case Coordinators they believe are more appropriately classified at a higher level in their respective discipline. The analysis shall be conducted on the basis of job function, utilize the Classification User Manual and Classification Specifications. The Employer will provide a detailed analysis and rationale to the employees.

HSAA will have review the summary document and clarify any outstanding issues. At the end of this process Capital Health and HSAA with meet to discuss the logistics of the classification allocation decisions.

Capital Health will maintain all documentation regarding each employee for a period of one (1) year. Employees who feel their position has been inappropriately reclassified by this process, or HSAA acting on their behalf, may request, in writing, a copy of this documentation during this period. Once the documentation is received, the Parties shall meet within thirty (30) days to attempt to resolve any dispute. Should the dispute not be resolved Capital Health and HSAA shall mutually retain the services of a third (3<sup>rd</sup>) party Classification Consultant pursuant to the Letter of Understanding Re: Classification Review and Reconsideration process to independently review the rationale regarding the reclassification as presented by both parties. The Classification Consultant shall provide a written recommendation within sixty (60) days of reviewing the information provided.

For the purposes of this Letter of Understanding, Case Coordinator shall include those employees classified as Physical Therapist, Occupational Therapist, Recreation Therapist and Social Worker hired since April 1, 2005 who were placed into positions formerly held by individuals with the title of Case Coordinator. Should a decision to allocate one or more positions to a higher level than a Physical Therapist I, Occupational Therapist I, Respiratory Therapist I, or Social Worker II result, such reclassification would be effective April 1, 2008.

The Parties agree to complete this review of all Case Coordinator classifications within twelve (12) months of ratification.

## **ADDENDUM #7**

# LOCAL CONDITIONS APPLICABLE TO THE CARITAS HEALTH GROUP

#### ITEM 1: TRANSFER AND INTERMINGLING AGREEMENT

The Parties hereby agree:

## **7.**1.1 **Preamble**

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

# 7.1.2 Transfers and Intermingling

- 2.1 The Parties agree to terms in Schedule A attached, affecting transfers and intermingling of CHG employees between existing paramedical professional/technical 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.

## 7.1.3 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.

# 7.1.4 **Term of Agreement**

- 4.1 This agreement shall continue up to March 31, 2011.
- 4.2 The provisions of this agreement may be amended with the consent of all Parties.

# 7.1.5 **Resolution of Disputes**

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 professional/technical 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 Item 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 Item 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 Item 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. 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:
  - (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 full-time pay for each full period of one thousand eight hundred 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 by 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 Item 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 to that bargaining unit.

# 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 Item 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 Item 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 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 paramedical professional/technical employees within Capital Health.
- 1.2 HSAA is the bargaining agent for the Caritas Health Group (CHG) employees in the paramedical professional/technical 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 professional/technical 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 professional/technical 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 professional/technical 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 professional/technical 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 Item 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 Item 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 Item 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. 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:
  - (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) week's 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 full-time 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 by 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 Item 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 Item 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 Item 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 NORTHERN LIGHTS HEALTH REGION

# ITEM 1: SPEECH LANGUAGE PATHOLOGISTS AND CHILD DEVELOPMENT EDUCATOR II

- 9.1.1 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.
- 9.1.2 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 thirty (130) days maximum per year. When their individual banks deplete below that maximum they will revert to the one hundred twenty (120) day maximum specified in the Collective Agreement.
  - (c) Seniority: Article 28.01(b) shall be amended to read:
    - "28.01 (b) 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 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 costsharing 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) hours 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.
- 9.1.3 All other matters covered by the Collective Agreement and specified herein remain as per the Collective Agreement.

# ITEM 2: SPEECH LANGUAGE PATHOLOGISTS ASSIGNED PRIMARILY TO SCHOOL SERVICES

- 9.2.1 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 zero point eight (0.8) of a FTE based on the current one thousand eight hundred twenty-seven (1,827) hours per year. This equals one thousand four hundred sixty-one point 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 FTE.

- (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.

# ADDENDUM #10 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.

# 10.1.1 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."

#### 10.1.2 Article 10: Hours of Work

Article 10.01 is to be amended as follows:

- "10.01 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 and three-quarter (38 3/4) 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."

# 10.1.3 Article 12: Overtime

Amend Article 12.01 as follows:

"12.01 Overtime is all time worked by an employee in excess of thirty-eight and three-quarter (38 3/4) 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."

# 10.1.4 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."

# HSAA (PARAMEDICAL PROFESSIONAL/TECHNICAL) FACILITIES COLLECTIVE AGREEMENT LIST

# **Chinook Regional Health Authority**

# Palliser Health Region

## Except:

- paramedical professional and technical employees at Alfred Egan Home, Bow Island Health Centre; and
- ▶ paramedical professional employees at Brooks Health Centre.

# **Calgary Health Region**

# **David Thompson Regional Health Authority**

# Except:

▶ paramedical professional employees when employed in facility at Coronation Hospital and Care Centre, Drayton Valley Hospital and Care Centre, Drumheller Health Centre, Hanna Health Centre

#### **East Central Health**

# Except:

- ▶ paramedical professional and technical employees at Daysland Health Centre, Dr. Cooke Extended Care Centre, Galahad Health Centre, Provost Health Care Centre, Vegreville Long Term Care Centre, Viking Health Centre, and
- >> community health offices in Myrnam, Two Hills, Willingdon, and
- paramedical professional employees at Hardisty Health Centre, Islay Health Centre, Mannville Health Centre, Tofield Health Centre, Two Hills Health Centre, Vermillion Health Centre

## Capital Health

# **Aspen Regional Health Authority**

# Except:

▶ paramedical professional and technical employees at Bonnyville Health Unit, Cold Lake Health Centre, Cold Lake Health Unit, Elk Point Health Unit, Glendon Health Unit, Lac La Biche Health Unit, Smoky Lake Health Unit, St. Paul Health Unit, Vilna Health Unit, William J. Cadzow Health Centre; and paramedical professional employees at Athabasca Health Care Centre, Barrhead Health Care Centre, Boyle Health Care Centre, Elk Point Health Care Centre, George McDougall Health Care Centre, Radway Health Care Centre, Our Lady's Health Care Centre, St. Theresa Health Care Centre, Swan Hills Health Care Centre, Westlock Health Care Centre, Westlock Longterm Care Centre, Whitecourt Health Care Centre

# **Peace Country Health**

# Except:

paramedical professional employees at Beaverlodge Municipal Hospital, Central Peace Health Complex, Fairview Health Complex, Fox Creek Healthcare Centre, Grande Cache General Hospital, Grimshaw/Berwyn and District Hospital, Manning General Hospital, Peace River Hospital Complex, Sacred Heart Health Centre, Valleyview Health Centre

# Northern Lights Health Region

# Except:

paramedical professional employees at High Level General Hospital, La Crete Health Care Centre, St. Therese Health Centre

# **Voluntary Organizations**

#### **Paramedical Professional:**

- >> St. Michael's Health Centre Lethbridge
- >> St. Mary's Health Care Centre Trochu
- **▶** Bethany Nursing Home of Camrose, Alberta (The Bethany Group)
- >> St. Joseph's General Hospital Vegreville
- ➤ Caritas Health Group
  - Grey Nuns Hospital (Community Health Centre) and the Edmonton General Hospital
  - Misericordia Hospital (Community Health Centre)

## **Paramedical Technical:**

- >> St. Michael's Health Centre Lethbridge
- ➤ Mineral Springs Hospital Banff
- >> St. Mary's Health Care Centre, Trochu
- ▶ Bethany Nursing Home of Camrose, Alberta (The Bethany Group)
- ▶ St. Mary's Hospital Camrose
- ▶ St. Joseph's General Hospital Vegreville
- ➤ Caritas Health Group

- Grey Nuns Hospital (Community Health Centre) and the Edmonton General Hospital
- Misericordia Hospital (Community Health Centre)
- ▶ Bonnyville Health Centre