

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CAPITAL HEALTH AUTHORITY**

Operating the University of Alberta Hospital and  
**Glenrose Rehabilitation Hospital**

and

**THE ALBERTA UNION OF PROVINCIAL  
EMPLOYEES**

**On Behalf of Local 054 and Local 056, Chapter 002**

**APRIL 1, 2000 - MARCH 31, 2002**

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This Agreement made this 26<sup>th</sup> day of May, 2000.

BETWEEN:

THE CAPITAL HEALTH AUTHORITY  
Operating the University of Alberta Hospital  
and the  
Glenrose Rehabilitation Hospital  
(hereinafter referred to as the "Employer")

and

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

LOCAL 054 and LOCAL 056 CHAPTER 002

WHEREAS the Employer is an "Employer" pursuant to the Act, as amended.

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

## PART I

### COMMON TERMS, CONDITIONS AND BENEFITS FOR LOCAL 054 and 056/002

#### COMMON TERMS, CONDITIONS AND BENEFITS OF EMPLOYMENT APPLICABLE TO REGULAR FULL-TIME, REGULAR PART-TIME AND TEMPORARY EMPLOYEES.

#### ARTICLE 1

##### Definitions

- 1.01 In this Collective Agreement unless the context otherwise requires:
- (a) “Code” means The Alberta Labour Relations Code, or as such act may be amended from time to time as the case requires.
  - (b) “Union” means The Alberta Union of Provincial Employees;
  - (c) “Employer” means the Capital Health Authority (CHA) Operating the University of Alberta Hospital (UAH) or the Glenrose Rehabilitation Hospital (GRH) as represented by the President or Vice-president, or authorized alternate acting on behalf of these, as the context of this Agreement may require;
  - (d) “Local” means Local 054 and/or Local 56, Chapter 002, of The Alberta Union of Provincial Employees;
  - (e) "EMAC" means the Employee Management Advisory Committee of the Hospitals;
  - (f) “Hospital” means the University of Alberta Hospital or Glenrose Rehabilitation Hospital as appropriate.
  - (g) “Member” means an Employee of the Hospital who is included in this Collective Agreement and who is a member of the Local;
  - (h) “Employee” means any person employed in a job classification covered by this Collective Agreement and who is a member of the Local;
    - (i) “Regular Full-time”, an Employee who occupies a permanently established full-time position and who has successfully completed the specified probationary period; and has since remained continuously employed as a regular Employee, or

- (ii) “Regular Part-time”, an Employee who occupies a permanently established part-time position requiring the incumbent to make available his services for not less than thirty-one (31) hours in each fourteen (14) day period throughout the year, and who has successfully completed the specified probationary period, and has since remained continuously employed as a Regular Employee.
- (i) “Temporary Employee” shall mean a person hired:
  - (i) for periods of four (4) months or less for a specific job. If the term of employment of a Temporary Employee is extended or if the Temporary Employee is rehired within thirty (30) calendar days for the same job, the Temporary Employee shall become a Regular Full-time or Regular Part-time Employee as the case may be, unless otherwise mutually agreed by the Parties; or
  - (ii) to replace a Regular Employee who is absent and expected to return to his position, or
  - (iii) to make his services available as may be required from time to time by the Employer for an average less than thirty-one (31) hours in each fourteen (14) day period.
- (j) “Regularly Scheduled” shall mean the scheduling of work in a manner requiring an Employee to be available for the performance of assigned duties on specific days.
- (k) “Anniversary Date”, unless otherwise changed by the operation of the terms of this Collective Agreement, means:
  - (i) In the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) day inclusive of any month, the first (1st) day of that calendar month, or,
  - (ii) In the case of an Employee whose employment commenced between the sixteenth (16th) and last day in any month, the first (1st) day of the following calendar month.
- (l) Throughout this Collective Agreement, a word used in the masculine gender applies also in the feminine gender and a word used in the singular applies also in the plural, unless the context otherwise requires.
- (m) “Vacation” shall mean annual vacation at the Basic Rate of Pay.

- (n) "Vacation year" shall mean the twelve (12) month period commencing on the first day of May in one calendar year and concluding on the last day of April in the following calendar year.
- (o) "Basic Rate of Pay" shall mean the applicable rate specified in Part IV Pay Classifications.
- (p) "Cycle of Shift Schedule" shall be defined as that period of time which is required for a shift schedule to repeat itself or two (2) weeks whichever is greater and shall not exceed fifteen (15) weeks.
- (q) "Shift" means a daily tour of duty exclusive of overtime hours.
- (r) "Regular Hours Worked" shall mean those hours worked and paid at the Basic Rate of Pay.

Local Conditions (University of Alberta Hospital)

- (s) "Ad Hoc Position" means a position established on an ad hoc basis whereby the Employer acts as the agent for a funding authority and shall not be included within the scope of this Collective Agreement.

Local Conditions (Glenrose Rehabilitation Hospital)

- (t) "Pyramiding" means the payment of two or more premiums under different provisions of this Collective Agreement for the same hours worked.

ARTICLE 2

Term of Collective Agreement/Notice

- 2.01 This Collective Agreement shall take effect as of the date of signing and shall remain in full force and effect until March 31, 2002 and from year to year thereafter unless notice is served by either party pursuant to the Code.
- 2.02 Where notice is served by either party under the Code, provisions of this Collective Agreement shall continue until:
  - (a) Settlement is agreed upon and a new Collective Agreement signed;
  - (b) If the settlement is not agreed upon, then this Collective Agreement shall remain in effect until a new Agreement is signed as provided in the Code.



2.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, addressed in the case of the Employer to:

President and Chief Executive Officer  
Capital Health Authority (CHA)  
1J2 WMC  
8440 - 112 Street  
Edmonton, Alberta T6G 2B7

and in the case of the Union to:

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

2.04 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase in wages, which he would have received but for the termination of employment, upon the submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the signing of this Collective Agreement.

2.05 All other benefits granted pursuant to this Collective Agreement shall be effective from the date of signing.

### ARTICLE 3

#### Application

3.01 This Collective Agreement shall not be changed after the effective date hereof save in accordance with the collective bargaining procedure as provided in the Code.

3.02 Employees shall be compensated for work performed in accordance with the schedule of the Basic Rate of Pay as set out in Part IV hereof, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in Parts I, II, or III.

3.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the Section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

3.04 The Parties agree that negotiations during the life of this Collective Agreement can only be reopened on any part thereof if the opening is mutually acceptable to both Parties.

ARTICLE 4

Negotiations

4.01 Negotiations shall be conducted in accordance with the provisions of the appropriate Legislation.

ARTICLE 5

Management Rights

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

ARTICLE 6

Union Recognition

6.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement as described in the certificate issued pursuant to the Code and amendments thereto, or where the Union is deemed certified, the Employer recognizes the Union as the sole bargaining agent for all Employees employed in a job classification listed for the Hospitals.

6.02 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.

6.03 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the regular hours of work or pay of any regular Employee. For the purpose of this Clause, "persons" shall mean all other Employees of the Employer who are not included in the bargaining unit.

6.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement. A representative of the Employer may be present as such presentation.

## ARTICLE 7

### Union Membership and Payment of Dues

- 7.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
  - (b) to bargain collectively with the Employer through the Union.
- 7.02 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 7.03 Deductions of amounts equal to the dues for all Regular Full-time and Part-time, Probationary and Temporary Employees shall commence with the first (1st) full pay period of employment.
- 7.04 The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 7.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 7.06 The Employer agrees to remit to the Central Office of the Union, the amount equal to the dues that have been deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The Employer shall provide the Union with a computerized monthly list identifying each Employee. The list will include Employee name, address, Employee number, starting date, classification, hourly rate, employment designation, seniority, department, work location, dues deducted and gross earnings.
- 7.07 The Employer shall provide the Chair of the Local or his designate with a bi-weekly list of Employees new to the bargaining unit during the previous two (2) weeks. Such list shall include the Employee's name, classification, department and employment status.
- 7.08 The Employer will record the amount of individual dues or fees deducted on T-4 slips issued for income tax purposes.

## ARTICLE 8

### No Discrimination

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

## ARTICLE 9

### Union Stewards

- 9.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards. A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with management. When it becomes necessary for a Union Steward to leave his job for this purpose he will request time off from his immediate Supervisor who is not within the scope of this Collective Agreement providing him with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave his job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, such approval shall not be unreasonably withheld.
- 9.02 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time. The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.
- 9.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Office which shall be advised in writing of any change in this list.
- 9.04 The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources Office or immediate Supervisor who is not within the scope of this Collective Agreement. Such approval shall not be unreasonably denied.

## ARTICLE 10

### Grievance Procedure

#### 10.01 Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Chair or Secretary of the Local, or their authorized alternate.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Administrative Head of the Hospital, or their authorized alternate.
- (c) For the purpose of Article 10, time periods specified shall not include Saturdays, Sundays, or paid holidays.

#### 10.02 Final Settlement of All Differences Between the Parties to the Collective Agreement namely the Union and the Employer

In the event that a difference arises between the Employer and the Union regarding the interpretation, application, operation, contravention or any alleged contravention of this Collective Agreement, including any question as to whether the difference can be subject to Arbitration, if not resolved through discussion between the Parties, either party may within twenty (20) days of the act causing the difference or within twenty (20) days of the time when the Union or Employer first became aware that a difference has occurred refer the difference for resolution by Arbitration pursuant to Step IV of Clause 10.03.

#### 10.03 Final Settlement of Differences between Persons Bound by the Collective Agreement, namely Employee(s) and the Employer

If a difference arises between the Employer and one (1) or more of its Employee(s) regarding the interpretation, application, operation, alleged violation of this Collective Agreement or disciplinary action apart from discipline of a minor nature which does not become part of the Employee's Human Resources File, including any question as to whether the difference can be subject to Arbitration, the following sequence of steps shall be followed:

##### Step I (Formal Discussion)

Where a difference allegedly has occurred, the Employee shall discuss the matter with his Departmental Supervisor who is not within the scope of this Collective Agreement with a view to resolving it. An Employee shall have the right to have a Union Steward present during discussions at this Step.

## Step II

If the difference is not resolved in Step I, it becomes a grievance provided that it is reduced to writing specifying the nature of the grievance, the Article or Articles in this Collective Agreement upon which the grievance is based and the redress sought and is submitted to the Department Head or authorized alternate within ten (10) days from the date of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance allegedly had occurred. The decision of the Department Head or authorized alternate will be issued to the Employee, in writing, within ten (10) days of receipt of the written grievance.

## Step III

If the grievance is not resolved in Step II, the grievance shall be submitted in the same form as in Step II, namely in writing specifying the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based and the redress sought, to the appropriate Senior Administrator or authorized alternate, within ten (10) days from the date of the decision by the Department Head or his authorized alternate. The appropriate Senior Administrator or authorized alternate shall issue his decision in writing to the Employee and a copy to the Local within ten (10) days of receipt of the grievance.

## Step IV

- (a) If the grievance is not resolved in Step III either party may within twenty (20) days from the date the decision by the appropriate Senior Administrator or authorized alternate was issued and provided the grievance has been properly processed according to the provisions required by the grievance procedure, notify the other party in writing of its desire to submit the grievance to Arbitration and the notice shall specify the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based and the redress sought and the name of the first party's appointee to an Arbitration board. The recipient of the notice shall within ten (10) days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chair.
- (b) If the two members fail to appoint a third member within ten (10) days after the day on which the last of the two members is appointed, a third member who shall be Chair shall be appointed pursuant to the appropriate Code.
- (c) The hearing will be held as soon as possible but under no circumstances beyond ninety (90) days of the appointment unless otherwise directed by the Parties.

- (d) The Arbitration Board shall hear and determine the difference and shall issue an award in writing within sixty (60) days of the close of hearing and the decision is final and binding upon the Parties and upon any Employee affected by it. The award of a majority is the award of the Arbitration Board, but if there is not a majority the decision of the Chair governs and shall be deemed to be the award of the Arbitration Board.
  - (e) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two Parties shall bear equally the expenses of the Chair.
  - (f) Arbitration Boards shall not add to, alter, modify or amend any part of the Terms of the Collective Agreement by their decision, nor make any decision inconsistent with it, nor deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- 10.04 (a) In the event an Employee alleges that he has been disciplined without just cause, he may commence his grievance at Step II.
- (b) In the event an Employee alleges that he has been dismissed without just cause, he may commence his grievance at Step III.
- 10.05 (a) In the event that the designated Employer representative fails to respond to the grievance at any step of this grievance procedure, the grievance may be forwarded to the next step within ten (10) days of the expiration of the time allowed for the Employer response.
- (b) In the event that a grievance is not advanced by the Employee to the next step of the grievance procedure before the expiration of the time provided for doing so, the grievance shall be deemed to be abandoned or resolved unless the Parties have mutually agreed in writing to extend the time limits.
- 10.06 The time limits specified throughout the steps of the grievance procedure are mandatory but may be extended by mutual consent in writing between the Union and the Employer.

## ARTICLE 11

### Discipline, Dismissal and Termination

- 11.01 When the Employer takes disciplinary action against an Employee apart from discipline of a minor nature which does not become part of the Employee's Human Resources file, that Employee shall be informed in writing as soon as reasonably possible to the reason(s) for such action.

Local Conditions (University of Alberta Hospital) 11.02

11.02 An Employee who has been subject to disciplinary action may after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that his Employee's Human Resources file be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's Human Resources file does not contain any further record of disciplinary action, during that eighteen (18) month period of which the Employee is aware. The Employer will confirm in writing to an Employee eligible to have his record cleared, that such action has been effected.

Local Conditions (Glenrose Rehabilitation Hospital) 11.03

11.03 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that his official Human Resources file be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of disciplinary action, during that two (2) year period, of which the Employee is aware. The Employer will confirm in writing to an Employee eligible to have his record cleared, that such action has been effected.

- 11.04
- (a) The Employer agrees that access to an Employee's Human Resources file shall be provided to the Employee, upon written request, once in every year.
  - (b) Upon written request, a grievor shall be permitted to review his Human Resources file in the event of a difference or grievance. An Employee shall be given a copy of any documents in such file pertinent to the difference or grievance. He may request a representative of the Union to be present at such time.
  - (c) Employees requesting a copy of a document in his Human Resources file pertaining to a difference or a grievance, shall be given such copy provided that he first pays to the Employer a fee to cover the cost of providing such a copy. The amount of such fee shall be determined by the Employer.

11.05 Any Employee who is to be disciplined, apart from discipline of a minor nature which does not become a part of the Employee's Human Resources file, shall be entitled to have a Union Steward present at the interview. During such an interview, the Union Steward shall not become involved in discussions other than to advise the Employee of his rights or recommend a course of action to him.

The right of the Employer to:

- (a) interview third parties, or



- (b) take action required to maintain order and protection of property; shall not be restricted.

It is the sole responsibility of the Employee and the Union to arrange the attendance of such Union Steward. If an Employee requests, he will be allowed a reasonable period of time to arrange the attendance of a Union Steward. When it becomes necessary for a Union Steward to leave his job for this purpose, the Steward will give his Supervisor as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave his job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon approval of the Department Head or authorized alternate, which approval shall not be unreasonably withheld.

- 11.06 An Employee absent for three (3) consecutive working days without good and proper reason will be considered to have terminated his employment with the Employer.
- 11.07 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.

## ARTICLE 12

### Employee Management Advisory Committee

- 12.01 The Employer and the Union agree that there shall be an Employee Management Advisory Committee (EMAC) consisting of a maximum of six (6) persons, with equal representation from the Parties.
- 12.02 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.
- 12.03 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time to time.
- 12.04 The Parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority whose membership should be as constant as reasonably possible with a minimum of alteration or substitution.
- 12.05 The Chair on EMAC shall be the senior representative of the Employer, and the Vice-Chair shall be the senior representative of the Union.
- 12.06 EMAC shall meet at a mutually acceptable hour and date. Either the Chair or the Vice-Chair may mutually call a special meeting to deal with urgent matters.
- 12.07 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.

12.08 Either the Employer or the Union may have experts or advisors present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem. Each party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.

### ARTICLE 13

#### Health and Safety

- 13.01 (a) The Union shall select two (2) members to serve on the Hospitals Health and Safety Committee.
- (b) Time spent in meetings of this Committee during an Employee's scheduled working hours shall be considered time worked and the Basic Rate of Pay will be paid to such Employees.
- (c) In accordance with its terms of reference, the Committee shall make recommendations to the Employer regarding the improvement of health and safety practice.

### ARTICLE 14

#### Bulletin Boards

14.01 The Employer shall provide bulletin boards which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to Employees. The Union shall not post anything objectionable to the Employer.

### ARTICLE 15

#### Supply of Uniforms

15.01 The Employer will continue to supply and maintain (launder, alter and repair) without charge such uniforms which the Employer presently requires Employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, color, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer in consultation with the Employees affected.

## PART II

### TERMS, CONDITIONS AND BENEFITS OF EMPLOYMENT APPLICABLE TO REGULAR FULL-TIME EMPLOYEES

#### ARTICLE 16

##### Probation

- 16.01 Prior to being appointed a Regular Full-time Employee, a newly hired Employee shall first serve a probationary period of four hundred and sixty-five (465) regular hours worked. If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or his employment terminated, in writing, at any time during the probationary period without cause, and such dismissal or termination of employment may be subject to the grievance procedure except that it shall not be the subject of Arbitration at Step IV. A decision at Step III of the grievance procedure shall be final and binding on the Parties and all interested persons. An Employee will be kept advised of his progress during the probationary period.
- 16.02 An Employee's current period of continuous service with the Hospitals as a Temporary Employee shall be counted toward the probationary period required. in Clause 16.01, if appointed without interruption or break in service to a regular position provided that such service occurs in the same Department and within the same classification as such regular position.
- 16.03 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and fifty-five (155) regular hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, such Employee may be dismissed or his employment terminated, in writing, at any time during the extended period without cause. Such dismissal or termination of employment may be subject to the grievance procedure except that it shall not be the subject of Arbitration at Step IV. A decision at Step III of the grievance procedure shall be final and binding on the Parties and on all interested persons. An Employee will be kept advised of his progress during the extension to the probationary period.

#### ARTICLE 17

##### Seniority

- 17.01 Seniority shall be established on the basis of a Regular Full-time and a Regular Part-time Employee's service with the Hospitals, commencing with his latest date of employment.

- 17.02 A Regular Full-time Employee or Regular Part-time Employee who resigns from the service of the Hospitals and is subsequently re-employed shall have seniority only from the date of such re-employment.

## ARTICLE 18

### Layoff and Recall

- 18.01 In determining the order of layoff, Employees in the same job classification will be laid off in reverse order of their seniority in the Hospital.
- 18.02 When increasing the work force, Employees who have been laid off for less than three hundred and sixty-five (365) calendar days shall be recalled in order of seniority provided the Employees are qualified to perform the work in question, 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 on the date specified or other mutually agreed date. Failure to report on the date specified or mutually agreed date shall constitute a termination of employment by the Employee.

#### Local Conditions (University of Alberta Hospital) 18.03 & 18.04

- 18.03 The Employer shall notify Employees who are to be laid off, ten (10) full scheduled shifts before the layoff is to be effective. If an Employee who is to be laid off does not have the opportunity to work ten (10) full scheduled shifts after the notice of layoff, he shall be paid at his regular rate of pay in lieu of work for that part of ten (10) full scheduled shifts during which work was not made available.
- 18.04 The Employer and the Employee shall continue to pay their share of the premium for applicable benefit plans to assure continuation of such protection if so desired by the affected Employee. Such arrangements shall continue as long as the Employee has rights to recall.

#### Local Conditions (Glenrose Rehabilitation Hospital) 18.05, 18.06 & 18.07

- 18.05 For the purpose of applying this Article, seniority for Regular Full-time and Regular Part-time Employees shall be considered separately.
- 18.06 The Employer shall notify Employees, with more than one (1) calendar years employment with the Employer and who are to be laid off, ten (10) full scheduled shifts before the layoff is to be effective provided the period of layoff is in excess of forty-five (45) calendar days. If the Employee laid off has not had the opportunity to work ten (10) full scheduled shifts after the notice of layoff, the Employee shall be paid at his regular rate of pay in lieu of work for that part of ten (10) full scheduled shifts during which work was not made available.

18.07 An Employee who is laid off shall make prior arrangements to pay any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the Employee has rights to recall.

#### ARTICLE 19

##### Opportunities

19.01 All vacancies to be filled which fall within the Bargaining Unit will be posted for a period of not less than seven (7) full calendar days excluding Paid Holidays. A copy of the said posting will be provided to the Local Chair.

19.02 All applications delivered in writing to the Human Resources Office during such period of posting will be considered. Applicants shall be informed in writing of their acceptance or rejection. The name of the successful applicant shall be posted as soon as possible after the appointment is made,

19.03 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.

19.04 The Employer shall provide to each new Employee a copy of their position description/specifications, within fifteen (15) working days of commencement of employment.

19.05 The Parties may mutually agree to waive application of this Article.

#### ARTICLE 20

##### Promotions and Transfers

20.01 (a) In making promotions and transfers as a result of a posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the necessary qualifications needed to fill the position. Such promotions and transfers will be based on job knowledge, experience, education, special skills, ability to supervise, seniority and other qualifications needed to fill the position,

(b) Promotions shall only be made in accordance with Clause 20.01(a) or Article 22 (Reclassification).

20.02 The salary of an Employee promoted and/or transferred to a higher classification shall be advanced to the start rate of the higher classification except where the start rate of the higher classification is lower than the Employee's existing rate in which event the Employee's salary shall be advanced to the job rate of the higher classification. When the Employee's salary is advanced to the start rate of the higher classification, it shall be advanced to the job rate after a period of time has elapsed equal to the agreed time between start and job rate for the higher classification.

20.03 When an Employee is transferred or transfers to a lower rated classification, the Employee shall move to the step of the lower rated classification as held in the classification from which he was transferred or transfers, and his anniversary date shall not be changed.

20.04 An Employee promoted to a more senior position in the Bargaining Unit shall serve a trial period of up to forty (40) shifts worked in the new position. During the trial period the Employee may either:

- (a) return to his former position at his request; or
- (b) be returned to his former position;

but in either circumstance, at the sole discretion of the Employer, he may be assigned to a similar position consistent with his abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the promotion.

## ARTICLE 21

### Acting Incumbents

21.01 An Employee required by the Employer to replace another Employee holding a position within this Bargaining Unit, to which is assigned a higher pay grade, for a period of two (2) hours or more shall in addition to his Basic Rate of Pay, be paid a premium which is the equivalent hourly rate of the difference between the job rates of the two (2) jobs for the time so worked.

21.02 An Employee required by the Employer to replace another Employee in a position of greater responsibility outside the scope of the Bargaining Unit for a period of two (2) hours or more shall, in addition to his Basic Rate of Pay, be paid a premium to be determined by the Employer.

21.03 An Employee required by the Employer to temporarily replace another Employee holding a position within the Bargaining Unit to which is assigned a lower pay grade, except as provided in Clause 20.03, shall not have his Basic Rate of Pay adjusted.

## ARTICLE 22

### Reclassification

22.01 Employees holding positions which fall within the Bargaining Unit will be provided with a functional outline of their duties. An Employee will be provided with a written copy upon written request to the Human Resources Office.

- 22.02
- (a) When the duties of a classification are significantly altered by an action of the Employer, or where a new classification is developed by the Employer, which may fall within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed rate of pay for such classification within twenty-one (21) calendar days of the action.
  - (b) The Union may contest the proposed rate of pay by sending written notice to the Employer. A notice to contest the rate of pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.
  - (c) The Parties shall attempt to resolve the rate of pay through negotiations. Should the two Parties fail to reach an agreement through negotiations, the grievance procedure shall apply.
  - (d) The proposed rate of pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed rate of pay. Such amended rate will be effective from the date of written notice from the Employer to the Union.

22.03 An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced:

- (a) to the job rate if the Employee is presently at the job rate and the position is reclassified one level in the same series;
- (b) to the start rate in all other circumstances.

Local Conditions (University of Alberta Hospital) **22.04** and **22.05**

22.04 An Employee's written request to the Human Resources Office for a classification or job review will be dealt with within sixty (60) days of receipt. The review will be based on the job as it was on the date of the request for review. The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request.

22.05 An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of his own shall not have his Basic Rate of Pay altered and shall continue to accumulate entitlement to the Job Rate of Pay for a period of twenty-four (24) months from the date of reclassification. After the expiry of the twenty-four (24) month period the Employee shall not have his Basic Rate of Pay altered until such time as the Basic Rate of Pay in the lower employment classification exceeds the Basic Rate of Pay in effect at the expiry of the twenty-four (24) month period.

Local Conditions (Glenrose Rehabilitation Hospital) 22.06 and 22.07

- 22.06 (a) An Employee's written request to the Human Resources Department for a classification or job review will be dealt with within sixty (60) days of receipt. The review will be based on the job as it was on the date of the request for review, The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request.
- (b) If as a result of this review the classification is changed it shall be effective as of the date the written request is received in the Human Resources Department.
- 22.07 An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of his own, shall not have his Basic Rate of Pay altered from the basic rate he was earning on the date his position was reclassified until such time as the Basic Rate of Pay in the lower employment classification exceeds the Basic Rate of Pay in effect on the date of reclassification. Where applicable, an Employee so affected shall continue to accumulate entitlement to the job rate of pay in the lower classification. It is understood, however, that the foregoing does not apply in the case of an Employee demotion for causes relating to job performance or conduct.

ARTICLE 23

Hours of Work

- 23.01 The normal hours of work shall be seventy-seven and one-half (77 1/2) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be seven and three-quarter (7 3/4) work hours.
- 23.02 Except by mutual agreement between the Employee and the Employer, an Employee will receive at least one (1) weekend off in three (3) averaged over one (1) complete cycle of the shift schedule. A weekend shall mean a Saturday and a Sunday. In no instance will an Employee be required to work more than seven (7) consecutive days without receiving his day(s) off except as mutually agreed between the Employee and the Employer.
- 23.03 Employees will not have less than fifteen and one-half (15 1/2) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.
- 23.04 So far as is practical, the Employer shall schedule the shifts of regular full-time Employees in Environmental Services/Housekeeping Department to provide Saturday and Sunday as days off for a maximum number of these Employees. This provision is only operative subject to acceptable standards of efficiency and cleanliness, as determined by the Employer, being maintained in the Hospitals.



23.05 The first shift of any day will be the one on which the majority of hours are worked on that day.

Local Conditions (University of Alberta Hospital) 23.06, 23.07 and 23.08

23.06 An Employee who requests to work a part-time job in the Hospital in excess of his regularly scheduled hours, but not in his regular position, may be authorized to do so by the Employer. Such Employee shall receive the Basic Rate of Pay for that additional part-time work.

23.07 (a) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour in each shift. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.

(b) A. paid rest period of twenty (20) minutes will be permitted during each full half (1/2) shift. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.

(c) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

23.08 Shift schedules for each department shall be posted in an area accessible to all departmental Employees at all times, not less than twenty-eight (28) calendar days in advance. Where a change is made in the Employee's schedule with less than seven (7) calendar days' notice, the Employee shall be paid at one and one-half times (1 1/2X) for all hours worked on the first shift of the changed schedule.

Local Conditions (Glenrose Rehabilitation Hospital) 23.09, 23.10 and 23.11

23.09 (a) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour in each shift. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.

(b) A paid rest period of fifteen (15) minutes will be permitted during each full half (1/2) shift. Where practicable, rest periods will be scheduled at or near the middle of each period.

(c) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

23.10 Shift schedules shall be posted not less than twelve (12) weeks in advance. Where a change is made in the Employee's schedule with less than seven (7) calendar days' notice, the Employee shall be paid at one and one-half times (1 1/2x) for all hours worked on the first shift of the changed schedule.

23.11 For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement in writing between the Employer and the Union.

ARTICLE

Local Conditions (University of Alberta. Hospital)

Modified Hours of Work

24A.01 The Parties may implement a modified system of hours of work by mutual agreement in writing between the Employer and the Union. If either Party wishes to terminate such an agreement, thirty (30) calendar days notice shall be provided to the other Party prior to such change being effective. The Employer and the Union acknowledge and confirm that with the exception of the specific terms and conditions provided within this Article, when the modified hours of work are implemented, all other Articles in this Collective Agreement shall remain in full force and effect.

- 24A.02
- (a) Employees working modified hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been modified. This will result in no loss or gain in Employee benefits and entitlements.
  - (b) Regular hours of work for full-time Employees, exclusive of meal periods, shall be equivalent to:
    - (i) thirty-eight and three quarter ( $38 \frac{3}{4}$ ) hours per week averaged over one (1) complete cycle of the shift schedule (three (3) weeks);
    - (ii) two thousand and twenty-two and three-quarter ( $2022 \frac{3}{4}$ ) hours per year;
  - (c) Employees shall not be scheduled to work more than:
    - (i) four (4) consecutive eleven and three-quarter ( $11 \frac{3}{4}$ ) hour shifts, or
    - (ii) five (5) consecutive nine and three-quarter ( $9 \frac{3}{4}$ ) hour shifts; or except by mutual agreement between the Employer and the Employee;
    - (iii) five (5) consecutive days at eight and one-half ( $8 \frac{1}{2}$ ) hours and four (4) consecutive days at eight and three-quarter ( $8 \frac{3}{4}$ ) hours.

- (d)
  - (i) Employees working shifts pursuant to 24A.02(c) who are required to rotate shifts, shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances arise, an Employee may be assigned such shifts as may be necessary.
  - (ii) For the purpose of adopting 24A.02(d)(i) above, an Employee will be deemed to be working day duty for those periods of time absent on vacation and named holidays, sick leave, bereavement leave or any other leave pursuant to this Collective Agreement.
- (e) Regular hours of work shall be deemed to:
  - (i) Include a twenty (20) minute rest period for each four (4) hours scheduled, two (2) rest periods of which may be combined by mutual agreement between the Employer and the Employee:
  - (ii) Exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each shift in which the Employee works in excess of four (4) hours. In making this determination the Employer will consider the preference of the Employee as to the scheduling of this meal period.

Meal periods shall not be scheduled in the first two (2) or the last two (2) hours of the shift except by mutual agreement between the Employer and the Employee.
- (f)
  - (i) The applicable shift differential premium shall be paid to an Employee working modified hours within the period of 1500 hours to 0700 hours.
  - (ii) Employees working modified hours of work to earn days off will not be entitled to receive shift differential premium under this Article.
- (g) Sick leave will be accumulated in accordance with Article 32A (Sick Leave), and will be paid, where the Employee is eligible for such payment, at the Basic Rate when granted within the scheduled modified hours of work.
- (h) Bereavement leave or any other paid leave of absence, granted within the scheduled modified hours, will be at the Employee's Basic Rate of Pay for those approved hours for which the Employee is eligible.

- (i) For the purpose of adopting these modified hours of work, Employees working eleven and three-quarter (11 3/4) hour shifts, Clauses 23.03 and 25.03 will not apply, however, Employees shall not normally be given less than fifteen and one-half (15 1/2) hours rest between changes in shifts.
  - (i) Failure to provide at least fifteen and one-half (15 1/2) hours off duty between shifts when the shift schedule is changed shall result in payment of overtime, at established rates, for any hours worked during such normal rest period.
- (j) A Full-time Employee covered by this Article shall be entitled to the eleven (11) named holidays and "Floater" holiday as specified in Article 30 (Paid Holidays), and shall be paid for these holidays at his Basic Rate of Pay when granted within the scheduled modified hours to a total of ninety-three (93) hours per annum.
- (k) A Full-time Employee covered by this Article shall be entitled to the hours of earned vacation in accordance with Article 31 (Annual Vacation), and shall be paid for earned vacation at his Basic Rate of Pay for the scheduled modified hours that he would have worked had he not been on vacation.
- (l) An Employee shall be paid overtime for:
  - (i) time worked in excess of the scheduled modified hours of work; or
  - (ii) time worked when an Employee is called back to duty beyond the Employees normal working hours pursuant to Article 27 (Call-Out); or
  - (iii) time worked on an Employee's scheduled day(s) off, however, this shall not apply if a scheduled day off is changed by giving not less than seven (7) calendar days notice.
- (m) In implementing these Modified Hours of Work, the Employer and the Union may vary the terms of this Article through mutual agreement in writing.

ARTICLE 24B

Modified Work Day

Local Conditions (Glenrose Rehabilitation Hospital)

The Parties agree that this Article shall be the means of standardizing terms and conditions of employment for those Employees participating in the extended work day (Plant Operators, Third and Fourth Class Engineers).

In implementing the modified work day, it is recognized by the Parties that all Articles and Clauses of the Collective Agreement that are not reworded herein remain unchanged. Where the extended work day is in effect, the Articles and Clauses reworded herein shall replace those in the Collective Agreement as specifically indicated below.

24B.01      Hours of Work

The normal hours of work shall be eighty (80) work hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be twelve (12) consecutive work hours.

AMEND CLAUSE 23.10 (b) TO READ:

A paid rest period of fifteen (15) minutes will be permitted during each four (4) hours of a full shift.

AMEND CLAUSE 23.02 TO READ:

Except by mutual agreement between the Employee and the Employer, an Employee will receive at least two (2) weekends off in five (5) averaged over one (1) complete cycle of the shift schedule. A weekend shall mean a Saturday and a Sunday. In no instance will an Employee be required to work more than four (4) consecutive days without receiving his day(s) off except as mutually agreed between the Employee and the Employer.

AMEND CLAUSE 23.03 TO READ:

- (a) Employees will not have less than twenty-four (24) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.
- (b) In the event of an emergency, an Employee may be assigned to such shift as may be necessary, subject to Article 23.

AMEND ARTICLE 23 BY THE ADDITION OF CLAUSE 23.12 TO READ:

An Employee who accepts an assignment to replace an Employee who:

- (a) is participating in an extended work day system; and
- (b) is expected to return shall be deemed temporarily to be part of the unit where the extended work day is in effect and the provisions of this Article shall apply.

24B.02 Overtime

AMEND CLAUSE 25.01 TO READ:

- (a) Time worked in excess of twelve (12) hours per day; and

AMEND CLAUSE 23.03 TO READ:

Failure to provide at least twenty-four (24) hours rest between shifts when the shift schedule is changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.

AMEND CLAUSE 25.07 TO READ:

Where an Employee is authorized to work a full twelve (12) hours overtime assignment, the provisions of Clause 23.09 shall apply as though it were a regular shift.

24B.03 Shift and Weekend Differential

AMEND CLAUSE 29.01 TO READ:

In addition to his Basic Rate of Pay, a shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to Employees for those hours in the shift which fall within the period of 1500 hours to 0700 hours on the next day.

AMEND CLAUSE 29.03 TO READ:

An Employee shall be paid, in addition to his Basic Rate of Pay and any shift differential to which such Employee may be entitled, a weekend differential of one dollar and ten cents (\$1.10) per hour for all hours worked between 1500 hours Friday and 0700 hours Monday.

24B.04 Paid Holidays

AMEND CLAUSE 30.01(a) BY THE ADDITION OF 30.01(a) TO READ:

It is agreed that an Employee covered by this Article shall be entitled to the eleven (11) named holidays, as specified in Clause 30.01, and shall be paid for same at their Basic Rate of Pay for eight (8) hours per day to a total of eighty-eight (88) hours per annum.

AMEND CLAUSE 30.01(b) TO READ:

In addition to the foregoing "Paid Holidays", Employees who are in the employ of the Employer on April 1st of each contract year, shall be granted an additional "floater" holiday (one (1) day, eight (8) hours off with pay) in that contract year. The "Floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee.

AMEND CLAUSE 30.03(a) TO READ:

An Employee obliged in the course of duty to work on a paid holiday shall be paid for all hours worked on the holiday at one and one half times (1 1/2x) his Basic Rate of Pay, plus:

- (i) one (1) regular day's pay (eight (8) hours pay); or
- (ii) A mutually agreeable day off (eight (8) hours off) with pay within thirty (30) days either before or after the holiday; or
- (iii) by mutual agreement, a day (eight (8) hours) added to his next annual vacation.
- (iv) Where applicable, an Employee shall receive compensating time off at his Basic Rate of Pay for all hours worked in excess of twelve (12) hours on a paid holiday.

AMEND CLAUSE 30.04 TO READ:

Should a paid holiday fall during an Employee's vacation period, he shall be allowed an extra day (eight (8) hours) for such paid holiday. Should it not be possible for the Employee to take such extra hours in conjunction with his vacation, he shall be allowed the extra day (eight (8) hours) within one complete cycle of the shift schedule. Failing this the Employee shall be given one (1) day (eight (8) hours) pay at his Basic Rate of Pay.

AMEND CLAUSE 30.05 TO READ:

When a paid holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate day off (eight (8) hours). Where such alternate day off (eight (8) hours) cannot be arranged within thirty (30) calendar days of the paid holiday, the Employee shall receive one (1) days pay (eight (8) hours) at his Basic Rate of Pay in lieu of the paid holiday.

24B.05

Annual Vacation

AMEND CLAUSE 31.01

Vacation Entitlement

Subject to Clause 35B.02(c), during each year of continuous service in the employ of the Employer, an Employee shall earn vacation with pay to be taken in the next following vacation year in proportion to the number of months worked during the vacation year, except as provided for in Clause 31.06. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) During each of the first (1st) and second (2nd) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days (120 hours);
- (b) During each of the third (3rd) to ninth (9th) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days (160 hours);
- (c) During each of the tenth (10th) to nineteenth (19th) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days (200 hours);
- (d) During the twentieth (20th) and each subsequent year of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days (240 hours).

24B.06

Sick Leave

AMEND CLAUSE 32B.01(b) and (c) TO READ:

- (b) “Casual Illness” means an illness which causes an Employee to be absent from his scheduled duty for a period of twenty-four (24) successive work hours, or less;
- (c) “General Illness” means an illness which causes an Employee to be absent from his scheduled duty for a period of more than twenty-four (24) successive work hours;

AMEND CLAUSE 32B.02 TO READ:

Accumulation of Sick Leave Credits

- (a) Regular Full-time Employees

Until a new Employee has completed three (3) months full-time continuous service any time off because of an illness will be without pay. After the completion of three (3) months full-time continuous service, accumulation of sick leave credits is as follows:



- (i) During the first employment year an Employee shall accumulate sick leave credits at the rate of ten (10) work hours per month worked up to a total of one hundred and twenty (120) work hours with full pay.
- (ii) After the completion of the first (1st) employment year, sick leave credits shall be:

During: The Credits at Full Pay

Second (2nd) Employment Year	240 work hours
Third (3rd) Employment Year	360 work hours
Fourth (4th) Employment Year	480 work hours
Fifth (5th) Employment Year	600 work hours
Sixth (6th) Employment Year	720 work hours
Seventh (7th) Employment Year	840 work hours
Eighth (8th) and in each subsequent employment year	960 work hours

AMEND CLAUSE 32B.03 TO READ:

(b) Conditions of Sick Leave Credits

During any employment year not more than eighty (80) hours of the sick leave credits may be utilized for absences classified as "Casual Illness".

243.07 Leave of Absence

AMEND CLAUSE 35B.03 TO READ:

- (a) In the event of death in the immediate family or for other relatives as herein defined, an Employee so bereaved shall be allowed such period of leave, as defined below, without loss of regular earnings according to the following guidelines:
  - (i) In the case of a spouse (including common-law spouse), parent, parent-in-law, legal guardian, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law, up to twenty four (24) work hours (parent, son and daughter are interpreted to include step-parents and step-children).
  - (ii) In the case of grandparents, grandchildren, uncles, aunts, nieces, nephews, foster-parents (if not considered true parents in (i) above), up to sixteen (16) work hours.
- (b) Travel time, not exceeding sixteen (16) work hours, in addition to the foregoing may be approved by the Employer.

24B.08 Temporary Employees

AMEND CLAUSE 38.09 TO READ:

A temporary Employee assigned to replace an Employee who:

- (a) is participating in an extended workday system, and
- (b) is expected to return

shall be deemed temporarily to be part of the unit where the extended work day is in effect and the provisions of this Article shall apply.

If the normal hours of work for a Temporary Employee are the same as those specified in this Article, any hours worked in excess of those specified in this Article shall be paid at the applicable overtime rate.

24B.09 The Parties agree in principle that the cost to the Employer for the twelve (12) hours shift schedule shall not in any way be in excess of the cost that a seven (7) day eight (8) hour shift schedule would be.

24B.10 Either Party to this Collective Agreement may terminate the extended work day provisions of Article 24B by giving not less than three (3) months written notice to the other party.

ARTICLE 25

Overtime

25.01 All overtime must be authorized in advance. An Employee who works overtime shall be paid at the rate of one and one-half times (1 1/2X) his Basic Rate of Pay for the first two (2) hours of overtime and two times (2X) his Basic Rate of Pay for all overtime in excess of two (2) hours. Overtime is defined as:

- (a) Time worked in excess of seven and three-quarter (7 3/4) hours per day; or
- (b) Time worked when an Employee is called back to duty beyond the Employee's normal working hours, pursuant to Article 27 (Call Out); or
- (c) Time worked on an Employee's scheduled day(s) off. Clause 25.01(c) shall not apply if the scheduled day(s) off are changed by giving not less than seven (7) calendar days notice.

25.02 Time off in lieu of overtime worked shall only be granted if requested by the Employee and approved by the Employer. Employees shall not be required to layoff during a regular shift to equalize any overtime worked previously.

- 25.03 Failure to provide at least fifteen and one-half (15 1/2) hours rest between shifts when the shift schedule is changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.
- 25.04 All overtime shall be calculated to the nearest one-quarter (1/4) hour.
- 25.05 Except in the case of unforeseen circumstances, when overtime work is scheduled the Employee affected shall be given at least four (4) hours' notice.
- 25.06 An Employee who normally travels from work to his place of residence by means other than his own vehicle following completion of his regular 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 public transportation is available, shall be reimbursed for reasonable and substantiated cost of alternate transportation from the Hospital to his residence.
- 25.07 Where an Employee is authorized to work a full seven and three-quarters (7 3/4) hours overtime assignment, the provisions of Section 23.06 Local Conditions (University of Alberta Hospital) or 23.09 Local Conditions (Glenrose Rehabilitation Hospital) shall apply as though it were a regular shift.

#### ARTICLE 26

##### On-Call Duty

- 26.01 The term "On-Call Duty" shall be deemed to mean any period, the duration of which is not less than eight (8) hours, during which an Employee must be available to respond without undue delay to any request to return to duty. Employees required by the Employer to be on "On-Call Duty" shall receive:
- (a) \$1.25 per hour of assigned on-call on any regularly scheduled working day; or
  - (b) \$1.75 per hour of assigned on-call on any regular day off or paid holiday.

#### ARTICLE 27

##### Call-Out

- 27.01 (a) When an Employee is called out to work outside of scheduled working hours, he shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates whichever is the greater.

- (b) Such Employee shall be reimbursed for a round trip between the Hospital and his home at the rate of thirty cents (30¢) per kilometer.
- (c) A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining minimum call-out pay.

27.02 An Employee who is called out to work on a paid holiday in accordance with Clause 27.01, shall receive:

- (a) one and one half times (1 1/2X) his Basic Rate of Pay for the actual hours worked or a minimum of two (2) hours whichever is greater; plus
- (b) time off at his Basic Rate of Pay for the actual hours worked.

27.03 When a call-out forms a continuous period with the Employee's normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled shift and the normal working hours shall not be reduced as a result of such call-out except 'by mutual consent.

#### ARTICLE 28

##### Reporting

- 28.01 (a) In the event that an Employee reports for work as scheduled and is requested by the Supervisor to leave and report for a later shift, the Employee shall be compensated for the inconvenience by a payment equivalent to four (4) hours' pay at his Basic Rate of Pay.
- (b) Such Employee shall be reimbursed for a round trip between the Hospital and their home at the rate of at least thirty cents (30¢) per kilometer or taxi fare upon production of a receipt.

#### ARTICLE 29

##### Shift and Weekend Differential

29.01 In addition to his Basic Rate of Pay, a shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to Employees working a shift whereby the majority of such shift falls within the period of 1500 hours to 0700 hours.

#### **Local Conditions (University of Alberta Hospital) 29.02**

29.02 An Employee shall be paid, in addition to his Basic Rate of Pay and any shift differential to which such Employee may be entitled, a weekend differential of one dollar and ten cents (\$1.10) per hour for all hours worked between 1500 hours Friday and 2400 hours Sunday. This differential shall not be applicable to any hours worked as part of a shift of which the majority of hours fall outside of the specified period.

Local Conditions (Glenrose Rehabilitation Hospital) 29.03

29.03 In addition to his Basic Rate of Pay and any entitled shift differential, a weekend differential of one dollar and ten cents (\$1.10) per hour shall be paid to Employees working a shift whereby the majority of such shift falls within the period between 1500 hours Friday and 0700 hours Monday.

ARTICLE 30

Paid Holidays

30.01 (a) The following are considered paid holidays:

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

and all general holidays proclaimed by the municipality or the Government of Alberta or Canada.

(b) In addition to the foregoing "Paid Holidays" Employees who are in the employ of the Employer on April 1st of each Contract year, shall be granted an additional "floater" holiday in that Contract year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee.

30.02 To qualify for a paid holiday with pay the Employee must:

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

30.03 (a) An Employee obliged in the course of duty to work on a paid holiday shall be paid for all hours worked on the paid holiday at one and one half times (1 1/2x) his Basic Rate of Pay plus:

- (i) one (1) regular day's pay; or,
- (ii) a mutually agreeable day off with pay within thirty (30) days either before or after the holiday; or,
- (iii) by mutual agreement, a day added to his next annual vacation;
- (iv) where applicable, an Employee shall receive compensating time off at his Basic Rate of Pay for all hours worked in excess of seven and three-quarter (7 3/4) hours on a paid holiday.

- 30.04 Should a paid holiday fall during an Employee's vacation period, he shall be allowed an extra day for such paid holiday. Should it not be possible for the Employee to take such extra day in connection with his vacation, he shall be allowed the extra day within thirty (30) calendar days of return to duty. Failing this the Employee shall be given one (1) day's pay at his Basic Rate of Pay.
- 30.05 When a paid holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate day off. Where such alternate day off cannot be arranged within thirty (30) calendar days of the paid holiday, the Employee shall receive one (1) day's pay at his Basic Rate of Pay in lieu of the paid holiday.
- 30.06 No payment shall be made for any paid holiday occurring during a layoff or unpaid leave of absence of eight (8) calendar days or more.

### ARTICLE 31

#### Annual Vacation

##### 31.01 Vacation Entitlement

Subject to Clause 35A.02(d) / 35B.02(d), during each year of continuous service in the employ of the Employer, an Employee shall earn vacation with pay to be taken in the next following vacation year in proportion to the number of months worked during the vacation year, except as provided for in Clause 31.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during each of the first and second years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days (116.25 hours);
- (b) during each of the third to ninth years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days (155 hours);
- (c) during each of the tenth to nineteenth years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days (193.75 hours);
- (d) during the twentieth and each subsequent year of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days (232.5 hours).

31.02 As far as is possible Employees shall be granted their choice of vacation periods during the vacation year according to seniority but the right to allot vacation periods is reserved by the Employer in order to ensure efficient operation of the Hospital. In the event that the Employer and the Employee cannot agree upon the date of commencement of an Employee's vacation, the Employer shall set a vacation period and shall

attempt to give thirty (30) calendar days' notice but in no circumstances shall give less than fourteen (14) calendar days' notice in advance. The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during the summer months.

- 31.03 (a) Vacation leave may not be divided into more than three (3) periods except with the approval of the Employer. In the event approval is granted to divide vacation leave, dates for one period only will be allowed to fall in whole or in part between June 1st to August 31st inclusive except when such period is not requested by another Employee.
- (b) Vacations shall not be carried over from one vacation period to the next unless special circumstances exist. Any such carry over must be approved by the Employer.
- 31.04 When an Employee is required to work during his vacation he shall receive pay at one and one-half times (1 1/2x). Hours worked while on vacation shall not be deducted from the Employee's vacation credits.
- 31.05 An Employee shall earn vacation leave pursuant to Clause 31.01 during the following authorized absences:
- (a) financially assisted Education Leave;
- (b) sick leave for the first forty-four (44) consecutive work days;
- (c) Workers' Compensation for the first forty-four (44) consecutive work days;
- (d) any other leave of absence with or without pay for the first thirty (30) calendar days.
- 31.06 An employee who terminates his service or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.
- 31.07 An Employee who becomes hospitalized because of an acute illness for a period of three (3) consecutive days or more, that would have been work days if the Employee was not on vacation, shall have these days reinstated for future use upon production of a medical certificate.

## ARTICLE 32A

### Sick Leave

Local Conditions (University of Alberta Hospital)

#### 32A.01 Definitions

- (a) "Illness" means any illness, injury (other than injuries covered by the W.C.B.) or quarantine restrictions.
- (b) "Employment Year" begins with the date of employment as defined in this Collective Agreement and continues for one (1) full year thereafter unless the date of employment is changed by the operation of the terms of this Collective Agreement except as defined in Article 21 (Promotions and Transfers).

#### 32A.02 Health

- (a) The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- (b) An Employee, whose work performance is adversely affected by a condition mentioned in (a) above, may be referred by his supervisor and/or Staff Health Nurse to the appropriate Employee Assistance Plan.

#### 32A.03 Sick Leave Entitlement

- (a) During the probationary period worked by a full-time continuous Employee, any time off because of illness will be without pay. After completion of the probationary period, such Employee shall be entitled to cumulative sick leave credit computed from the date of commencement of employment at the rate of one and one-half (1 1/2) normal working days per month for each full month of employment up to a maximum of one hundred and eighty (180) normal working days.
- (b) Article 32A (Sick Leave) applies to regular part-time Employees except that such Employees are eligible to accumulate three-quarters (3/4) of a normal work day sick leave entitlement per month of employment up to a maximum accumulation of sixty (60) normal work days, Payment will be made only for the days such Employees are scheduled to work and cannot attend because of illness.



Conditions of Illness Entitlement

- (a) Sick leave shall be granted only up to the amount of the accumulated sick leave credits at the time such leave is granted.
- (b) If an Employee uses his total accumulated sick leave credit, on return to employment such Employee shall be entitled to accumulate further sick leave credits on the basis set forth in Clause 32A.03 of this Article.
- (c) An Employee who is unable to report for duty due to illness is required to inform his Supervisor or designate, two (2) hours before he was to report to duty.
- (d) An Employee may be required to provide acceptable proof of illness for absences in excess of two (2) consecutive days of illness or when an Employee demonstrates a discernible pattern of frequent illnesses.
- (e) The Local will, if so requested, be represented on a committee to review questionable sick leave claims.
- (f) When an Employee:
  - (i) is required to travel for the purposes of medical referral and/or treatment, or;
  - (ii) is unable to schedule medical appointments outside of his work hours, he shall have the right to utilize sick leave credits for such absence, provided such Employee received prior authorization from the Employer, and provided that he submits satisfactory proof of attendance at such appointment when required by the Employer to do so.
  - (iii) requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, providing he has been given prior authorization by the Employer, such absence shall be neither charged against his accumulated sick leave, nor shall he 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 his accumulated sick leave. Employees may be required to submit proof, to the Employer, of appointments.

## ARTICLE 32B

### Sick a v e

#### Local Conditions (Glenrose **Rehabilitation** Hospital)

32B.01

#### Definitions

- (a) “Sick Leave” is defined as a form of insurance against illness.
- (b) “Illness” means any illness, injury (other than injuries covered by The Workers’ Compensation Act) or quarantine restrictions, but sick leave shall not be granted for pregnancy, however, sick leave shall be granted for complications which may arise during a pregnancy.
- (c) “Casual Illness” means an illness which causes an Employee to be absent from his scheduled duty for a period of three (3) successive work days, or less;
- (d) “General Illness” means an illness which causes an Employee to be absent from his scheduled duty for a period of more than three (3) successive work days;
- (e) “Employment Year” begins on the date employment commenced as defined in this Collective Agreement, and continues for one (1) full year thereafter unless altered by the addition of any period of leave without pay in excess of thirty (30) calendar days, which time shall be added to the previously established employment date for the purpose of establishing a new employment date which shall prevail thereafter.

32B.02

#### Health

- (a) The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- (b) An Employee, whose work performance is adversely affected by a condition mentioned in (a) above, may be referred by his supervisor and/or Staff Health Nurse to the appropriate Employee Assistance Plan.

32B.03

#### Sick Leave Accumulation of Credits

##### Regular Full-time Employees

Until a new Employee has completed three (3) months full-time continuous service any time off because of an illness will be without pay, After the completion of three (3) months full-time continuous service, accumulation of sick leave credits are as follows:

- (i) During the first employment year an Employee shall accumulate sick leave credits at the rate of one and one-quarter (1 1/4) work days per month worked up to a total of fifteen (15) work days with full pay.
- (ii) After completion of the first employment year, sick leave credits shall be:

During: the Credits at Full Pay

Second (2nd) Employment Year	30 work days
Third (3rd) Employment Year	45 work days
Fourth (4th) Employment Year	60 work days
Fifth (5th) Employment Year	75 work days
Sixth (6th) Employment Year	90 work days
Seventh (7th) Employment Year	105 work days
Eighth (8th) and in each subsequent Employment Year	120 work days

32B.04 Conditions of Sick Leave Credits

- (a) Payment for use of sick leave credits shall be based on the Employee's basic salary and shall not include premiums.
- (b) During any employment year not more than ten (10) work days of the sick leave credits may be utilized for absences classified as "casual illness".
- (c) If an Employee uses his total sick leave credits in any one employment year, that Employee is not entitled to any further sick leave with pay during that employment year.
- (d) When an absence on account of "general illness" continues from one employment year into the next the period of leave with pay in respect of that illness shall be determined in accordance with the sick leave credits of the employment year in which the absence commenced.
- (e) Where an Employee uses his total sick leave credits in any one employment year, that Employee is not entitled to further sick leave with pay during a subsequent employment year, until he has completed one (1) months continuous service from the date of his return to duty.
- (f) Where an Employee has been absent on account of "general illness" in one employment year and within thirty (30) days of his return to duty again absents himself, the second (2nd) illness may be considered a continuation of the original illness for the purpose of determining remaining sick leave credits.
- (g) No sick leave credits will be granted when an illness commences while an Employee is absent on an approved leave or vacation period until the date he was scheduled to return to duty.

- (h) An Employee who is unable to report for duty due to illness is required to inform his immediate supervisor before the hour he was to report for duty.
- (i) An Employee may be required to provide acceptable proof of illness for absence and for sick leave credits.
- (j) When an Employee:
  - (i) is required to travel for the purposes of medical/referral and/or treatment, or;
  - (ii) is unable to schedule medical appointments outside of his work hours, he shall have the right to utilize sick leave credits for such absence, provided such Employee received prior authorization from the Employer, and provided he submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

### ARTICLE 33

#### Workers' Compensation

- 33.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee.
- 33.02 Employees suffering accidents and/or illnesses which are compensable under The Workers' Compensation Act shall not be entitled to sick benefits during the period of compensation subject to Clause 33.04.
- 33.03 The foregoing Clause 33.02 shall not exclude an Employee from sick benefits for periods of absence due to an accident and/or illnesses which is not compensable under The Workers' Compensation Act, and such cases shall be dealt with under Article 32A / 32B (Sick Leave).
- 33.04 If an Employee sustains an injury and/or acquires an illness in the course of his duties and is eligible for Workers' Compensation the Employer shall supplement these benefits by the payment of an amount sufficient to increase remuneration to the amount the Employee would have received had he been at work, less Federal and Provincial Income Tax levied on such earnings. A deduction of one tenth (1/10) day shall be charged against sick leave credits for each day an Employee is off work due to an accident within the meaning of The Workers' Compensation Act. Employees shall only receive full salary to the extent that one tenth (1/10) day(s) can be deducted from accumulated sick leave.

### ARTICLE 34

#### Prepaid Health Benefits

- 34.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall implement the following group Plans:  
 Alberta Blue Cross Supplementary Benefits Plan, or equivalent;

Alberta Blue Cross Dental Plan, or equivalent, which provides for the reimbursement of at least eighty percent (80%) of eligible basic services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Dental Association Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person.

Alberta Health Care Insurance Plan;

The Provincial Health Authorities of Alberta, (Health Organizations Benefit Plan), or equivalent, inclusive of:

- (i) Group Life Insurance
- (ii) Basic Accidental Death and Dismemberment
- (iii) Long Term Disability

- 34.02 The premiums for the plans outlined in Clause 34.01 will be cost shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 34.03 The implementation and operation of PHA Benefit Plan, or the equivalent, herein before referred to, shall, at all times, be subject to and governed by the terms and conditions of the policies and contracts entered into with the underwriters of the Plans.
- 34.04 The Employer shall make available to eligible Employees brochures outlining the above Plans.
- 34.05 The Employer will provide one (1) copy of each of the plans to the Central Office of The Alberta Union of Provincial Employees.

#### ARTICLE 35A

##### Leave of Absence

Local Conditions (University of Alberta **Hospital**)

##### 35A.01 General Leave of Absence

Leave of absence without pay may be granted to an Employee at the discretion of the Employer.

##### 35A.02 Provisions Governing Leaves of Absence

- (a) All applications for leave of absence, with the exception of compassionate leave, shall be made in writing to the Employer in advance. Applications shall indicate the date of departure on leave of absence and the date of return.

- (b) An Employee who has been granted leave of absence of any kind and who overstays his leave without reason acceptable to the Employer shall be considered to have terminated his employment.
- (c) In the case of leaves of absence without pay of more than thirty (30) calendar days duration, Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans such as pension, Alberta Blue Cross, etc.
- (d) In the case of leaves of absence without pay in excess of thirty (30) calendar days Employees shall cease to accrue sick leave and earned vacation. The Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. An Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.
- (e) 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, LTD or if applicable, EI SUB Plan benefits, benefit plan premium payments shall be administered in the same manner as an Employee absent due to illness,

35A.03

Bereavement Leave

- (a) In the event of death in the immediate family or for other relatives as herein defined, an Employee so bereaved shall be allowed such period of leave, as defined below, without loss of regular earnings according to the following guidelines:
  - (i) In the case of a spouse (including common-law spouse), parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, or sister, sister-in-law, guardian and fiancé, up to five (5) working days (parent, son and daughter are interpreted to include step-parents and step-children).
  - (ii) In the case of grandparents, spouses' grandparents, grandchildren, uncles, aunts, nieces, nephews, cousins, foster-parents (if not considered true parents in (i) above), up to three (3) working days.
- (b) Travel time, not exceeding two (2) days, in addition to the foregoing may be approved by the Employer.

35A.04

Parental Leave

A. Maternity Leave

- (a) An Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks advance

notice, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave not later than the date of delivery.

- (b) 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 or LTD. Medical proof may be required regarding the health-related reason for the absence. The total period of maternity leave shall not exceed nine (9) months unless mutually agreed between the Employee and the Employer.
- (c) Where an Employee submits medical evidence satisfactory to the Employer, that it would be hazardous to the health of an Employee or unborn child to have the pregnant Employee continue employment in her present position, she may apply for a transfer to any vacancy for which she is qualified. Where the Employee is not successful the Employee may request that maternity leave commence pursuant to Clause 35A.04A(a).
- (d) An Employee on such leave shall provide the Employer with four (4) weeks' written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave and at the same step in the pay scale or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her to the date she commenced leave.
- (e) Notwithstanding any date initially selected for the start of a maternity leave, if an Employee subsequently indicates in writing, and submits medical proof, that she is no longer able to carry out her normal duties, she may commence her maternity leave at an earlier date.

B. Adoption Leave

- (a) An Employee who has completed her probationary period shall, upon written request be granted leave without pay for up to nine (9) months as necessary for the purpose of adopting a child. An Employee on such leave shall provide the Employer with four (4) weeks' written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave and at the same step in the pay scale or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced such leave.

- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made once the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

C. Parental Leave

- (a) A male Employee who has completed his probationary period and who has or will have the actual care or custody of the newborn child, shall be granted up to nine (9) months parental leave without pay and benefits immediately following the birth of the child. The Employee shall provide proof of the birth of the child and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.
- (b) Employees will be required to give the Employer four (4) weeks' notice in writing of their intention to return to work. Employees granted leave without pay and benefits pursuant to this Article, shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary and benefits that had accrued to them prior to commencing leave.

D. Personal Leave

If an Employee is unable to report to work as the result of an urgent matter requiring the Employee's personal attention, he shall inform the Employer of such and he shall be entitled to use a vacation day, leave of absence without pay, banked overtime or sick leave in place of the hours not worked. Such absence from work shall not exceed five (5) calendar days per year.

35A.05 Jury or Witness Duty

Any Full-time Employee required by law for jury or witness duty shall be allowed time off without loss of regular earnings during such absence but any fee receivable as such juror or witness shall be paid to the Hospitals. An Employee acting as a voluntary witness shall not be paid for such absence.

35A.06 Time Off for Union Business

- (a) Time off from work without loss of regular earnings will be provided on the following basis:
  - (i) The grievor and/or one (1) Local appointee for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure.



- (ii) Local appointees not to exceed three (3) in number for time spent in Employee Management Advisory Committee meetings with representatives of the Employer.
- (b) Provided that the efficiency of the Hospitals shall not in any way be disrupted, time off work without pay may be granted to Local members for the following purposes:
- (i) To attend Provincial Executive meetings or meetings of the Union's Bargaining Committee;
  - (ii) To attend Conventions of The Alberta Union of Provincial Employees;
  - (iii) To attend special Union meetings;
  - (iv) Members of the Union Negotiating Committee, not to exceed three (3) in number, for time spent meeting with representatives of the Employer, during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;
  - (v) Members elected as representatives of the Union to attend Seminars and Local Meetings; and
  - (vi) Members designated as delegates representing the Union at Conventions of Labour organizations with which the Union is affiliated.
- (c) When leave to attend to Union business has been approved, it is granted with pay. The Union agrees to reimburse the Hospitals for actual salary paid to the Employee while on leave plus fifteen percent (15%) to cover cost of benefits.

## ARTICLE 35B

### Leave of Absence

Local Conditions (Glenrose Rehabilitation Hospital)

#### 35B.01 General Leave of Absence

Leave of absence without pay may be granted to an Employee at the discretion of the Employer.

#### 35B.02 Provisions Governing Leaves of Absence

- (a) AU applications for leave of absence, with the exception of bereavement leave, shall be made in writing to the Employer in advance. Applications shall indicate the date of departure on leave of absence and the date of return.

- (b) An Employee who has been granted leave of absence of any kind and who overstays his leave without reason acceptable to the Employer shall be considered to have terminated his employment.
- (c) In the case of leaves of absence without pay of more than thirty (30) calendar days duration, Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans such as pension, Alberta Blue Cross, etc.
- (d) In the case of leaves of absence without pay in excess of thirty (30) calendar days Employees shall cease to accrue sick leave and earned vacation. The Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. An Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.
- (e) 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, LTD or if applicable, EI SUB Plan benefits, benefit plan premium payments shall be administered in the same manner as an Employee absent due to illness.

35B.03

Bereavement Leave

- (a) In the event of death in the immediate family or for other relatives as herein defined, an Employee so bereaved shall be allowed such period of leave, as defined below, without loss of regular earnings according to the following guidelines:
  - (i) In the case of a spouse (including common-law spouse), parent, parent-in-law, legal guardian, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, or sister, sister-in-law up to three (3) working days (parent, son and daughter are interpreted to include step-parents and step-children).
  - (ii) In the case of grandparents, grandchildren, uncles, aunts, nieces, nephews, foster-parents (if not considered true parents in (i) above), up to two (2) work days.
- (b) Travel time, not exceeding two (2) days, in addition to the foregoing may be approved by the Employer.

35B.04

Parental Leaves

A. Maternity Leave

- (a) An Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks' advance

notice, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave not later than the date of delivery.

- (b) Maternity Leave shall be without pay and benefits. The total period of maternity leave shall not exceed nine (9) months unless mutually agreed between the Employee and the Employer.
- (c) Where an Employee submits medical evidence satisfactory to the Employer, that it would be hazardous to the health of an Employee or unborn child to have the pregnant Employee continue employment in her present position, she may apply for a transfer to any vacancy for which she is qualified. Where the Employee is not successful the Employee may request that maternity leave commence pursuant to Clause 35B.04A(a).
- (d) An Employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave and the same step in the pay scale or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her to date she commenced leave.
- (e) Notwithstanding any date initially selected for the start of a maternity leave, if an Employee subsequently indicates in writing that she is no longer able to carry out her normal duties, she may commence her maternity leave at an earlier date.

B. Adoption Leave

- (a) An Employee who has completed her probationary period shall, upon written request be granted leave without pay for up to nine (9) months as necessary for the purpose of adopting a child. An Employee on such leave shall provide the Employer with four (4) weeks' written notice of readiness to return to work following which the Employer will reinstate that Employee in the same position held by her immediately prior to taking leave and at the same step in the pay scale or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced such leave.
- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made once the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

C. Parental Leave

- (a) A male Employee who has completed his probationary period and who has or will have the actual care or custody of the new born child, shall be granted up to nine (9) months parental leave without pay or benefits immediately following the birth of the child. The Employee shall provide proof of the birth of the child and shall give the Employer reasonable notice, in writing, of the date on which the leave is to commence.
- (b) Employees will be required to give the Employer four (4) weeks notice, in writing, of their intention to return to work. Employees granted leave without pay and benefits pursuant to this Article shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary and benefits that had accrued to them prior to commencing leave.

35B.05 Jury or Witness Duty

Any Full-time Employee required by law for jury or witness duty shall be allowed time off without; loss of regular earnings during such absence but any fee receivable as such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence.

35B.06 Time Off for Union Business

- (a) Time off from work without loss of regular earnings will be provided on the following basis:
  - (i) The grievor and/or one (1) Local appointee for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure.
  - (ii) Local appointees not to exceed three (3) in number for time spent in Employee Management Advisory Committee meetings with representatives of the Employer.
- (b) (i) Short Term Leave for Union Business

(For up to five (5) consecutive days per request)

Provided the efficiency of the Hospital shall not in any way be disrupted, time off work without regular earnings may be granted to Local members to attend to Union business. Upon receipt of reasonable notice, requests for leave for Union business will not be unreasonably denied.

(ii) Long Term Leaves for 'Union Business

(For leaves greater than five (5) consecutive days per request)

Provided the efficiency of the Hospital shall not in any way be disrupted, time off work without regular earnings may be granted to local members to attend to Union business. The Union agrees to provide a minimum of one (1) month notice, where possible, of requests for extended leave for Union business, for local Union members. Such requests shall be in writing and directed to the Vice-president, Human Resources and Educational Services. The Employer reserves the right to approve or not approve leave for extended Union business.

- (iii) If leave to attend to Union business has been approved, it is granted with pay, The Union agrees to reimburse the Employer of regular earnings paid to the Employee while on leave plus fifteen percent (15%) to cover the cost of fringe benefits, Should the cost of his replacement be greater than the regular earnings plus fifteen percent (15%) the Employer shall recover the greater amount.

ARTICLE 36

Position Abolishment

- 36.01 The Employer agrees that if a regular position is to be abolished, the Employee affected shall be given no less than sixty (60) calendar days' written notice prior to the effective date of the abolition of the position. Pay may be given for regularly scheduled working days in lieu of notice for that period by which the notice falls short of sixty (60) calendar days.
- 36.02 Layoff and recall of Employees under Article 36 shall be carried out in accordance with Clauses 18.01 and 18.02.
- 36.03 During the period of notice of position abolishment, every effort will be made to relocate the Employee in another position for which he is qualified; failing this, the Employee will be given ten (10) working days earnings at his basic rate as severance pay. In the event the Employee is placed in a position which has a maximum Basic Rate of Pay less than the rate he was receiving upon the date of position abolishment, his Basic Rate of Pay shall be maintained.
- 36.04 During the period of notice of position abolishment, the Employer will allow the affected Employee a reasonable amount of time off without pay for interviews with prospective employers other than the Employer.

36.05 Notwithstanding the foregoing provisions, an Employee may be terminated for just cause and shall not be entitled to notice or pay in lieu thereof but shall have recourse to the grievance procedure.

### PART III

Except as provided herein this Part supersedes and replaces any and all terms, conditions and benefits of employment set out in Part II.

#### ARTICLE 37

##### Terms, Conditions and Benefits of Employment Applicable to Regular Part-time Employees

37.01 Probation

The provisions of Article 16 (Probation) shall apply.

37.02 Seniority

Regular Part-time Employees shall accrue seniority in accordance with the provisions of Article 17 (Seniority).

37.03 Layoff and Recall

The provisions of Article 18 (Layoff and Recall), Clauses 18.01 and 18.02 shall apply to Regular Part-time Employees.

37.04 Promotions and Transfers

The provisions of Article 20 (Promotions and Transfers), shall apply to Regular Part-time Employees provided that in order to be eligible for a salary increment, a Regular Part-time Employee must complete two thousand and twenty-two and three-quarter (2022 3/4) hours of work.

37.05 Acting Incumbent

Regular Part-time Employees shall be eligible to receive acting incumbent pay as provided in Article 21 (Acting Incumbent), provided such Employee relieves the number of hours of work required of a Regular Full-time Employee to establish eligibility for acting incumbent premiums.

37.06 Salary Increments

Salary increments shall be awarded on the completion of two thousand and twenty-two and three-quarter (2022 3/4) hours worked in accordance with Part IV of this Collective Agreement.

37.07 Overtime

Regular Part-time Employees shall be paid overtime rates as provided in Clause 25.01 for:

- (a) any time worked in excess of seven and three-quarter (7 3/4) hours during any one (1) day, exclusive of meal periods; or
- (b) any time worked when the total of hours worked exceeds seventy-seven and one-half (77 1/2) in any two (2) week period.

37.08 Shift Differential

A shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to Regular Part-time Employees working a shift four (4) hours or more of which falls within the period 1500 hours and 0700 hours on the next succeeding day, except that an Employee shall be eligible to receive shift differential for a shift which commences and concludes within such period notwithstanding that the duration of such shift is less than four (4) hours. Regular Part-time Employees shall also be eligible for weekend differential in accordance with Article 29 (Shift Differential).

37.09 Paid Holidays

- (a) On each pay cheque Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, four and six tenths percent (4.6%) of their Basic Rate of Pay in lieu of paid holiday benefits.
- (b) Regular Part-time Employees required to work on a paid holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for such work.

37.10 Vacation Pay

- (a) On each pay cheque Regular Part-time Employees shall be paid in addition to their Basic Rate of Pay, six percent (6%) of their regular rate of pay in lieu of annual vacation. Such Employees shall be allowed up to three (3) weeks' leave without pay for their vacation after completing twelve (12) calendar months of continuous employment.
- (b) On each pay cheque Regular Part-time Employees who have completed eight thousand and ninety-one (8,091) regular hours of work shall be paid, in addition to their Basic Rate of Pay, eight percent (8%) of their Basic Rate of Pay in lieu of annual vacation.
- (c) Such Employees shall be allowed up to four (4) weeks leave without pay for their vacation.

37.11 The provisions of the following Articles shall also apply to Regular Part-time Employees:

- (a) Article 13 (Health and Safety)
- (b) Article 15 (Supply of Uniforms)
- (c) Article 19 (Job Opportunities)
- (d) Article 22 (Reclassification)
- (e) Article 23, UAH Clause 23.03/GRH Clause 23.09 (Hours of Work)

- (f) Article 26 (On-Call Duty)
- (g) Article 28 (Reporting Pay)
- (h) Article 33 (Workers' Compensation)
- (i) Article 34 (Prepaid Health Benefits)
- (j) Article UAH 35A / GRH 35B (Leaves of Absence)
- (k) Article 36 (Position Abolishment)

Local Conditions (Glenrose Rehabilitation Hospital) **37.12**

37.12 Sick Leave

The provisions of Article 32B shall apply, with the following amendments:

AMEND CLAUSE 32B.03 TO READ:

Sick Leave Accumulation of Credits

- (a) Until a new Employee has completed three (3) months part-time continuous service, any time off because of an illness will be without pay, After the completion of three (3) months part-time continuous service, accumulation of sick leave credits is as follows:
  - (i) During the first employment year, an Employee shall accumulate sick leave credits at the rate of decimal six two five (0.625) work days per month worked up to a total of seven and one half (7 1/2) work days with full pay.
  - (ii) After the completion of the first employment year, sick leave credits shall be:

<u>During; the</u>	<u>Credits at Full Pay</u>
Second (2nd) Employment Year	15 work days
Third (3rd) Employment Year	22.5 work days
Fourth (4th) Employment Year	30 work days
Fifth (5th) Employment Year	37.5 work days
Sixth (6th) Employment Year	45 work days
Seventh (7th) Employment Year	52.5 work days
Eighth (8th) Employment Year	60 work days

- (b) Payment will be made only for the days such Employees are scheduled to work and cannot attend because of illness.

AMEND CLAUSE 32B.04(b) TO READ:

- (b) During any employment year not more than five (5) work days of the sick leave credits may be utilized for absences classified as "casual illness".



## ARTICLE 38

### Terms, Conditions and Benefits of Employment Applicable to Temporary Employees

38.01      Salary Increment

Temporary Employees shall be entitled to salary increase as provided in Part IV upon the completion of the same number of regular hours of work as a Full-time Employee.

38.02      Paid Holidays

Temporary Employees required to work on a paid holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate for all hours worked on the paid holiday.

38.03      Annual Vacation / Paid Holidays

Temporary Employees shall be paid, in addition to their Basic Rate of Pay, ten and six tenths percent (10.6%) of their Basic Rate of Pay in lieu of annual vacation and paid holidays.

38.04      Shift and Weekend Differential

Temporary Employees shall be paid shift and weekend differential, and overtime in accordance with the terms of this Collective Agreement.

38.05      Probation

- (a) Temporary Employees shall be on probation for four hundred and sixty-five (465) hours worked. If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or his employment terminated, in writing, at any time during the probationary period without notice and without recourse to the grievance procedure. An Employee will be kept advised of his progress during the probationary period.
- (b) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and fifty-five (155) regular hours. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, his employment may be terminated, in writing, without notice and without recourse to the grievance procedure.

38.06      Vacation

Temporary Employees shall be allowed up to three (3) calendar weeks off, without pay, for vacation.

38.07 Reporting Pay

In the event that a Temporary Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, later that day, or that same day she shall be compensated for the inconvenience by receiving four (4) hours' pay at the Basic Rate of Pay.

38.08 Call-out

A Temporary Employee who has completed her shift and is called out and required to return to work 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 thirty (30¢) per kilometer from the Employee's residence to the Institution and return,

38.09 Hours of work

- (a) The provisions of Clause 23.06/23.09 apply to Temporary Employees who are employed in a part-time capacity.
- (b) The provisions of Article 23 (Hours of Work) apply to Temporary Employees who are employed in a full-time capacity.

38.10 Acting Incumbents

A Temporary Employee required by the Employer to assume the duties of a position within the Bargaining Unit with a higher pay grade for the duration of his scheduled shift, shall in addition to his Basic Rate of Pay be paid an hourly premium equivalent to the difference between the job rates of the two jobs for the time so worked.

38.11 Leaves of Absence

Temporary Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 35A/35B of this Collective Agreement,

38.12 The provisions of the following Articles and Clauses shall also apply to Temporary Employees:

- Clauses 13.01 (a), (b), & (c) (Health and Safety)
- Article 15 (Supply of Uniforms)
- Article 19 (Job Opportunities)
- Clause 33.01 (Worker's Compensation)

ARTICLE 39

Altitude and Hazard Differential

Local Conditions (University of Alberta Hospital)

- 39.01 (a) All work performed from scaffolds at forty (40) feet or more above the ground level will be paid for at fifty (50) cents per hour above the regular rate of pay.
- (b) All swing stage and bosun's chair, spider or cage work will be paid for at the following rates:
- (i) Ground level up to one hundred (100) feet at fifty (50) cents per hour above the regular rate; and
  - (ii) Twenty-five (25) cents per hour for every additional fifty (50) feet or part thereof to the top of the structure.

ARTICLE 40

Pyramiding

Local Conditions (Glenrose Rehabilitation Hospital)

- 40.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 40.02 Where two or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums,

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their duly authorized officers in that behalf, the day and year first above written.

Dated at Edmonton, Alberta this 27 day of June, 2000.

ON BEHALF OF THE UNION

Don Mubennur

[Signature]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF THE EMPLOYER

[Signature]

ChWatney.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART IV**  
**PAY CLASSIFICATIONS**

CAPITAL HEALTH AUTHORITY  
OPERATING THE UNIVERSITY OF ALBERTA HOSPITAL

- and -

AUPE, LOCAL 054

General Services

<u>Series</u>	<u>Classification</u>	<u>Effective Date</u>	<u>Start Rate</u>	<u>Job (After 12 months) Rate</u>				
G1	Aide I	April 1, 2000	11.19	12.21				
		April 1, 2001	11.64	12.70				
G2	Aide II	April 1, 2000	11.76	12.83				
		April 1, 2001	12.23	13.35				
G3	Attendant I	April 1, 2000	12.25	13.35				
	Cook's Assistant	April 1., 2001	12.74	13.89				
	Laboratory Aide III							
G4	Attendant II	April 1, 2000	12.86	13.99				
	Laboratory Aide IV	April 1, 2001	13.38	14.55				
G4A	Surgical Processor	April 1, 2000	Step 1 12.26	Step 2 12.69	Step 3 13.07	Step 4 13.53	Step 5 13.99	
		April 1, 2001	12.75	13.20	13.60	14.07	14.55	

<u>Series</u>	<u>Classification</u>	<u>Effective Date</u>	<u>Start Rate</u>	<u>job (After 12 months) Rate</u>
G4B	Stores Attendant Driver I	April 1, 2000	12.90	14.38
		April 1, 2001	13.41	14.96
G4C	Laboratory Assistant I	April 1, 2000	13.61	14.82
		April 1, 2001	14.16	15.41
G5	Working Supervisor	April 1, 2000	13.81	15.14
		April 1, 2001	14.36	15.75
G5A	Laboratory Assistant II	April 1, 2000	14.30	15.57
		April 1, 2001	14.87	16.19
G6	Attendant III Driver II	April 1, 2000	14.34	15.77
		April 1, 2001	14.92	16.40
G7	Stores Specialist	April 1, 2000	15.96	17.56
		April 1, 2001	16.60	18.26

Clerical

C1	Junior Clerk	April 1, 2000	11.06	12.21
		April 1, 2001	11.50	12.70
C2	Clerk I	April 1, 2000	11.87	13.10
		April 1, 2001	12.34	13.63
C3	Clerk II	April 1, 2000	12.46	13.86
	Switchboard Operator	April 1, 2001	12.96	14.42
	Food Clerk - Cashier			
	Typist II			
C4	Clerk III	April 1, 2000	13.08	14.54
	Unit Clerk	April 1, 2001	13.61	15.12
	Typist III			
	Secretary I			
	Medical Clinical Typist			
	Dental Clerk			
C5	Clerk IV	April 1, 2000	13.81	15.20
	Secretary II	April 1, 2001	14.36	15.81
	Supply Coordinator			
	Unit Coordinator			
	Junior Accountant			

<u>Series</u>	<u>Classification</u>	<u>Effective Date</u>	<u>Start Rate</u>	<u>Job (After 12 months) Rate</u>
C6	Clerk V	April 1, 2000	14.61	16.06
		April 1, 2001	15.20	16.70
C6A	Medical Transcriptionist	April 1, 2000	14.18	16.00
		April 1, 2001	14.75	16.64
<u>Administrative and Financial Services</u>				
PUR10A	Purchasing Assistant	April 1, 2000	16.30	18.18
		April 1, 2001	16.95	18.91
CUL10A	Coordinator - Cultural Affairs	April 1, 2000	17.95	19.43
		April 1, 2001	18.67	20.20
BYR10A	Buyer	April 1, 2000	21.34	23.59
		April 1, 2001	22.19	24.53
<u>Technical</u>				
T3	Cook I Technical Attendant	April 1, 2000	14.34	15.80
		April 1, 2001	14.92	16.43
T4		April 1, 2000	15.02	16.50
		April 1, 2001	15.62	17.16
T5	Cook II Baker II	April 1, 2000	16.26	18.13
		April 1, 2001	16.91	18.85
T6	Printer III	April 1, 2000	16.45	18.09
		April 1, 2001	17.11	18.81
T7	Bio. Parts Specialist	April 1, 2000	18.04	19.80
		April 1, 2001	18.77	20.59
T8	Mechanical Technologist	April 1, 2000	21.86	24.02
		April 1, 2001	22.74	24.98
<u>Maintenance</u>				
M1	Maintenance Worker I	April 1, 2000	12.11	13.32
		April 1, 2001	12.59	13.86
M2	Maintenance Worker II	April 1, 2000	13.93	15.35
		April 1, 2001	14.48	15.96
M3	Maintenance Worker III	April 1, 2000	16.35	17.97
		April 1, 2001	17.00	18.69

<u>Series</u>	<u>Classification</u>	<u>Effective Date</u>	<u>Start Rate</u>	<u>job (After 12 months) Rate</u>
M4	Nurseryman	April 1, 2000	17.48	19.21
	Control Centre Operator	April 1, 2001	18.18	19.98
<u>Trades</u>				
TR1	Locksmith	April 1, 2000	17.82	19.58
		April 1, 2001	18.71	20.56
TR2	Painter	April 1, 2000	19.33	21.30
		April 1, 2001	20.30	22.36
TR3	Spray Painter	April 1, 2000	20.31	22.18
	Carpenter	April 1, 2001	21.33	23.28
TR4	Plumber	April 1, 2000	21.30	23.26
	Electrician	April 1, 2001	22.36	24.42
	Refrigeration Mechanic			
	Temp. Control Mech.			
	Machinist Millwright			
	Medical Electronics Tech			
TR5	Electrical Technician	April 1, 2000	22.03	24.00
		April 1, 2001	23.13	25.20
TR6	Electronics Technologist	April 1, 2000	20.59	22.42
		April 1, 2001	21.61	23.54
TR10	Assistant Electrical Foreman	April 1, 2000	21.90	23.90
		April 1, 2001	22.99	25.10



CAPITAL HEALTH AUTHORITY  
OPERATING THE GLENROSE REHABILITATION HOSPITAL

- and -

AUPE, LOCAL 056, CHAPTER 002

General Services

<u>Series</u>	<u>Classification</u>	<u>Effective Date</u>	<u>Start Rate</u>	<u>Job (After 12 Months) Rate</u>			
G1	Aide I - Housekeeping - Food Services	April 1, 2000	11.19	12.21			
		April 1, 2001	11.64	12.70			
G2	Service Attendant	April 1, 2000	11.76	12.83			
		April 1, 2001	12.23	13.35			
G3	Aide III - Physiotherapy Housekeeping Attendant Porter	April 1, 2000	12.25	13.35			
		April 1, 2001	12.74	13.89			
G4	Stores Attendant	April 1, 2000	12.90	14.38			
		April 1, 2001	13.41	14.96			
G4A	Surgical Processor	Step 1 April 1, 2000	12.26	Step 2 12.69	Step 3 13.07	Step 4 13.53	Step 5 13.99
		April 1, 2001	12.75	13.20	13.60	14.07	14.55

<u>Series</u>	<u>Classification</u>	<u>Effective Date</u>	<u>Start Rate</u>	<u>job (After 12 Month Rate)</u>
G5	Program Assistant. - Commun. Disorders - Occupational Therapy - Physical Therapy - Psychology - Recreational Therapy - Social Work	April 1, 2000	14.30	15.57
		April 1, 2001	14.87	16.19
G6	Lifeguard Attendant III Food Services	April 1, 2000	14.34	15.77
		April 1, 2001	14.92	16.40
G7	Pool Service Assistant Volunteers Services Asst.	April 1, 2000	14.92	16.41
		April 1, 2001	15.52	17.07
G8	Driver Training Instructor	April 1, 2000	16.45	19.16
		April 1, 2001	17.11	19.92
<u>Clerical</u>				
C1	Junior Clerk	April 1, 2000	11.06	12.21
		April 1, 2001	11.50	12.70
C2	Clerk I	April 1, 2000	11.87	13.10
		April 1, 2001	12.34	13.63
C3	Clerk II Switchboard Operator Typist II	April 1, 2000	12.45	13.86
		April 1, 2001	12.95	14.42
C4	Clerk III Typist III Unit Clerk Cashier	April 1, 2000	13.08	14.54
		April 1, 2001	13.61	15.12
C5	Clerk IV Typist IV Senior Switchboard Operator	April 1, 2000	13.81	15.20
		April 1, 2001	14.36	15.81
C6	Admissions Coordinator Secretary III	April 1, 2000	14.61	16.06
		April 1, 2001	15.20	16.70
C6A	Medical Transcriptionist	April 1, 2000	14.18	16.00
		April 1, 2001	14.75	16.64

Technical

<u>Series</u>	<u>Classification</u>	<u>Effective Date</u>	<u>Start Rate</u>	<u>Job (After 12 Months) Rate</u>
T1	Utility Worker I	April 1, 2000	12.11	13.32
		April 1, 2001	12.59	13.86
T2	Utility Worker II	April 1, 2000	13.93	15.35
		April 1, 2001	14.48	15.96
T4	Utility Worker III	April 1, 2000	16.35	17.97
		April 1, 2001	17.00	18.69

Maintenance

M1	Painter	April 1, 2000	19.33	21.30
		April 1, 2001	20.30	22.36
M2	Utility Mechanic	April 1, 2000	20.31	22.18
		April 1, 2001	21.33	23.28
M3	Carpenter	April 1, 2000	20.31	22.18
		April 1, 2001	21.33	23.28
M4	Plumber HVAC Technician	April 1, 2000	21.30	23.26
		April 1, 2001	22.36	24.42
M5	Electrician	April 1, 2000	21.30	23.26
		April 1, 2001	22.36	24.42

Engineers

E1	Stationary Engineer - 4th Class	April 1, 2000	16.66	18.32
		April 1, 2001	17.50	19.23
E2	Stationary Engineer - 3rd Class	April 1, 2000	18.29	20.10
		April 1, 2001	19.20	21.10
E3	Stationary Engineer - 2nd Class	April 1, 2000	20.61	22.56
		April 1, 2001	21.64	23.68
E4	Plant Operator	April 1, 2000	21.70	23.85
		April 1, 2001	22.78	25.04

LETTER OF UNDERSTANDING

BETWEEN

CAPITAL HEALTH AUTHORITY  
OPERATING THE UNIVERSITY OF ALBERTA HOSPITAL AND  
GLENROSE REHABILITATION HOSPITAL

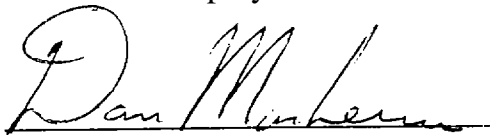
- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
ON BEHALF OF LOCAL 054 AND LOCAL 056, CHAPTER 002

RE: PART-TIME EMPLOYEES - VACATION WITH PAY OPTION

1. Part-time Employees shall have the option to be paid their vacation entitlements in one of the following:
  - (i) Vacation entitlement and Vacation Pay as per Clause 37.10 of the current Collective Agreement; or
  - (ii) Employees shall have the option of taking their vacation with pay, which has been earned in accordance with Clause 37.10(a) and Clause 37.10(b) of the current Collective Agreement.
2. Employees shall choose either Option (i) or (ii) annually, during the month of November to be effective for December 1 of the same year.
3. This Letter of Understanding will remain in effect until the expiry date of the current Collective Agreement, at which time the Parties will review the need for a renewal of this Letter of Understanding.

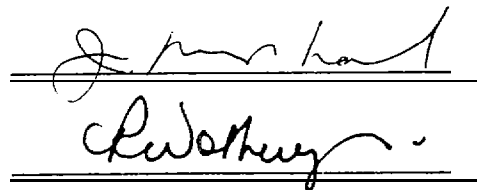
On behalf of the Alberta Union of  
Provincial Employees



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June 29, 2006  
Date

On behalf of the  
Capital Health Authority



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June 27/06  
Date

Memorandum of Agreement

(General Support Services Bargaining Units)

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

Between:

ALBERTA UNION OF PROVINCIAL EMPLOYEES ("AUPE")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 41 ("CUPE")

- and -

CAPITAL HEALTH AUTHORITY ("CHA")

- 1.0 Preamble
- 1.1 AUPE is the bargaining agent for CHA employees in the general support services bargaining units at the Glenrose Rehabilitation Hospital ("GRH") and the University of Alberta Hospital ("UAH").
- 1.2 CUPE is the bargaining agent for CHA employees in the general support services bargaining unit at the Royal Alexandra Hospital ("RAH")
- 1.3 CHA is the Employer of general support services employees at the GRH, RAH and UAH, which facilities are referred to by CHA as the Referral Hospital System ("RHS").
- 1.4 CHA brought an application before the Labour Relations Board July 2, 1996, seeking to consolidate bargaining units of general support services employees represented by AUPE and CUPE in the RHS into a single bargaining unit. CUPE brought an alternative application before the Labour Relations Board December 6, 1996, seeking, in the event the CHA application were successful, to also consolidate bargaining units of general support services employees at the Edmonton General Hospital at the Grey Nuns, Misericordia and Sturgeon Community Hospital and Health Centres.
- 1.5 Without prejudice to positions of the parties in proceedings before the Labour Relations Board, the parties have agreed to resolve these applications on the following terms.

- 2.0 Interim Transfers and Intermingling
- 2.1 The parties agree to terms in Schedule A attached, affecting transfers and intermingling of CHA employees between general support service bargaining units represented by AUPE and CUPE in the RHS.
- 2.2 The terms in Schedule A apply notwithstanding any other terms of Collective Agreements in effect between the parties, and form part of those Collective Agreements.
- 3.0 Common Bargaining
- 3.1 AUPE and CUPE agree, during the term of this Agreement, to conduct their collective bargaining with CHA, in respect of their separate Collective Agreements covering bargaining units of general support services employees in the RHS, at the same negotiating table, to negotiate common expiry dates for Collective Agreements, and, when tentative Collective Agreements are concluded, to conduct simultaneous ratification votes. When necessary, the parties also agree to request a common mediator with respect to their disputes, and to consider a combined collective bargaining dispute resolution proceeding pursuant to provisions of Division 16 of the Labour Relations Code.
- 3.2 During common collective bargaining separate discussion may be held between CHA and AUPE or CUPE, to address issues affecting their respective bargaining units.
- 3.3 The parties shall negotiate any amendments to Schedule A of this Agreement during common collective bargaining. Failing agreement on amendments, the dispute may be resolved in the same manner as a collective bargaining dispute, pursuant to provisions of the Labour Relations Code.
- 4.0 Administration of the Collective Agreements
- 4.1 A common Collective Agreement administration forum, comprised of representatives of AUPE, CUPE and CHA, shall meet at least every three (3) months to discuss procedures and practices with respect to administration of the Collective Agreements and other relevant issues.
- 5.0 Resolution of Applications
- 5.1 The parties shall request the Labour Relations Board issue a consent directive that the applications of CHA and CUPE, insofar as they affect the parties to this agreement, are finally concluded by the terms of this agreement.
- 5.2 The parties agree, during the term of this agreement, not to pursue another application before the Labour Relations Board to alter general

support services bargaining units of CHA employees in the RHS (except an application for termination of this agreement pursuant to clause 7.2.3 below).

## 6.0 Addition of Parties

6.1 With the consent of all parties, additional Employers, bargaining agents, and bargaining units of general support services employees, may be added as parties to this agreement, or part of this agreement, on terms consistent with the provisions of this agreement.

## 7.0 Term of Agreement

7.1 This agreement shall come into force on the date written above.

7.2 This agreement shall terminate when one (1) of the following events occur:

7.2.1 AUPE or CUPE have their right to represent CHA employees in general support services bargaining units in the RHS revoked;

7.2.2 at any time with the agreement of all parties;

7.2.3 upon a final determination by the Labour Relations Board, on application by any party, pursuant to Section 11(4) of the Labour Relations Code, that the joint bargaining and other 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 or joint certification remains an appropriate unit for collective bargaining purposes.

7.3 Termination of this agreement pursuant to clause 7.2 shall not prejudice the right of any party to subsequently make application to the Labour Relations Board concerning the structure of general support services bargaining units in the RHS or otherwise.

7.4 Any Collective Agreements 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 their terms, and provisions of the Labour Relations Code.

## 8.0 Resolution of Disputes

8.1 Any dispute concerning this agreement shall be resolved by application to the Labour Relations Board, except for disputes about terms in Schedule A, which shall be resolved by recourse to the grievance and arbitration

procedures in a 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). Any party may refer to a dispute to the Board.

On behalf of the Alberta Union of  
Provincial Employees

Don Mahanna

11/17/00

Date

On behalf of the  
Canadian Union of Public Employees, Local 41

\_\_\_\_\_  
\_\_\_\_\_

Date

On behalf of the  
Capital Health Authority

[Signature]  
[Signature]

June 27/00

Date

\_\_\_\_\_  
\_\_\_\_\_

Date



Interim Transfer and Intermingling Terms

- 1.0 Preamble
- 1.1 The parties agree to the following terms respecting transfers and intermingling of CHA employees in general support services bargaining units in the RI-IS.
- 1.2 These terms apply notwithstanding any other terms in Collective Agreements 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) site to another, employees 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, in total, between vacancies at the sending site and additional positions at the receiving site, a severance offering shall be made to employees directly affected by the transfer between sites, available up to a maximum of the difference between the total FTE's available, and the total FTE's being reduced. The severance offering shall be in accordance with clause 3 below.
- 2.3 When a program is transferred from one (1) site to another, there will be layoffs following a severance offering as a result of the transfer, layoffs shall occur at the sending site.
- 2.4 2.4.1 When a program is transferred from one (1) site to another, CHA shall first seek employees from the program who wish to transfer voluntarily to available positions at the other site, provided they have the ability to perform the work. An employee shall have the right to request not to transfer. Reasons in writing for not wanting to transfer shall be provided to CHA. Such request shall not be unreasonably denied. Where the granting of the request would jeopardize the viability of the program, the request may be denied, and CHA may require employees to transfer to available positions at the other site, to the extent necessary to ensure the viability of the program. In these circumstances CHA will begin by transferring the least senior employees affected by the transfer, subject to their ability to perform the work.
- 2.4.2 In the event of a denial of a request not to transfer, the employee shall have the right to submit the dispute to expedited dispute resolution in accordance with the procedure in this Schedule. In circumstances where CHA has no other viable option, or where

mutually agreed by CHA and the bargaining agent of the affected employee, the employee shall be required to transfer until the dispute is decided.

- 2.4.3 In circumstances where an employee is required by CHA to transfer with a program, the employee shall be allowed to apply as an internal candidate on postings at the sending site for a period of up to seven (7) months from the date of the transfer.
- 2.5 Employees who transfer with a program pursuant to clause 2.4 above are transferring to positions which would not have been available to employees on recall.
- 2.6 When a transfer of a program occurs, CHA shall advise affected employees and unions at least twenty-one (21) days in advance of the transfer. Within seven (7) days of receipt of notice, employees shall advise CHA whether or not they wish to transfer, subject to clause 2.4 above.
- 2.7 Employees who transfer with a program shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving site. 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 site. If an employee's rate of pay at the sending site exceeds that of the position at the receiving site, the employee's rate of pay shall be red-circled until the rate of pay at the receiving site equals or exceeds the rate of pay from the sending site. Employees shall not be required to re-serve probation periods or waiting periods for benefit plans. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving site, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving site.
- 2.8 Employees unable to transfer with a program because of 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 at the sending site only, as provided for in the Collective Agreement at the sending site.
- 2.9 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.

- 2.10 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.
- 3.0 Severance
- 3.1 The timing and extend of application periods for the severance offering upon transfers between sites shall be determined by CHA. The program, when offered by CHA, shall be open to all eligible regular part-time and full-time employees employed and working in a regular position as of the date of the program offering, and directly affected by the program transfer between sites.
- 3.2 An approved severance shall be calculated as follows:
- the equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks;
  - regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay);
  - for the purposes of the program, continuous service will be calculated from the last date of hire recognized with CHA.
- 3.3 CHA shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of clause 2.4 above, if there are more employees wishing to take severance than there are positions to be eliminated, severance will be granted in order of seniority. Severance will not be approved if termination of the employee does not directly result in the permanent elimination of the regular employee’s full-time equivalency, or a comparable full-time equivalency. CHA reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.
- 3.4 Only regular employees shall be eligible to apply for severance. CHA will only consider a severance application from an employee on sick leave, WCB or LTD where the employee has provided medical evidence to CHA 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 CHA, or any Employer funded directly or indirectly by CHA, for the period of severance. Employees may be considered for hire by CHA, or by an Employer funded directly or indirectly by CHA, provided they repay CHA the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

#### 4.0 Layoffs and Recalls

- 4.1 Employee shall be laid off in accordance with the Collective Agreement at the site.
- 4.2 Employees who are laid off shall be replaced on a common RHS recall list, in addition to site recall lists, Seniority on the common recall list shall be based on seniority dates from the respective site.
- 4.3 Recalls to vacancies at RHS sites 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 site where the vacancies exist, there shall then be recall of eligible employees from the common RHS 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 other eligible employees who accept a notice of recall to another site, the senior employees on the RHS recall list will be provided another recall, and if they refuse the recall to the other site, they shall be deemed to have forfeited their right of recall.

#### 5.0 Applications for Vacancies

- 5.1 When CHA decides to fill a vacancy, notices of vacancy shall be posted at all RHS sites 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. If after application of the Collective Agreement the vacancy remains, consideration shall be given to RHS applicants external to the site where the vacancy is located.
- 5.3 Successful RHS applicants external to the site where the vacancy is located shall transfer their accrued seniority and pension entitlements, their unused vacation and illness leave, and their pay increment level, up to the maximum level of entitlements in effect at the receiving site. Employees shall not be required to re-serve probation periods or waiting periods for benefit plans. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving site, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving site.
- 5.4 Successful RHS applicants external to the site where the vacancy is located shall serve a trial period, in accordance with the Collective Agreement at the site where the vacancy is located, During this trial period the employee may choose to return or CHA may direct the employee to return to their former site, position and rate of pay without loss of seniority.

- 6.0 Intermingling
- 6.1 CHA may assign Employees to another RI-IS site for purposes of training, orientation or emergencies. If an employee objects to the assignment, they may submit a dispute to expedited dispute resolution in accordance with this Schedule. Notwithstanding the employee's objection to the assignment, the employee shall carry out the assignment as required by CHA until such time as an arbitrator may determine otherwise. Where the grievance is upheld, the arbitrator may award an appropriate financial remedy in addition to other directives within their jurisdiction.
- 6.2 CHA may assign employees between sites 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 three (3) months per assignment, in order to fulfill the general operating requirements of CHA. When making these assignments, CHA will request volunteers from amongst employees in the program who are reasonably available for the assignment and who have the ability to perform the required work. CHA is not obliged to assign an employee to another site in accordance with this provision where the assignment will result in an overtime payment.
- 6.3 When there are insufficient volunteers for the required work, CHA may require employees to be reassigned subject to obtaining agreement with affected union(s). In reaching agreement, the parties shall consider the following:
- (i) Assignments shall not result in the layoff of regular employees at the site where the assignments are performed.
  - (ii) Impact on Employee(s).
  - (iii) Response to patient care needs.
  - (iv) Operational requirements and efficiencies.
  - (v) Seniority, where another junior employee in the program is reasonably available and has the ability to perform the work, and the assignment of the junior employee will not result in an overtime payment.
  - (vi) Other relevant considerations.
- 6.4 Failing agreement pursuant to clause 6.3 above, the parties shall submit to expedited dispute resolution before the assignment is required. The individual appointed by the parties to determine the dispute shall approve or deny the assignment based on the criteria identified in clause 6.3.
- 6.5 The CHA shall provide appropriate notice to unions, and to employees who are assigned to another site for purposes of training or orientation. Unions shall be notified of emergency assignments to other sites within forty-eight (48) hours of the assignment. A minimum of three (3) days prior notice shall be provided to unions and affected employees who are assigned to another site pursuant to clause 6.2. Employees may waive their requirement for notice before accepting an assignment to another

site. Where intermittent assignments will be ongoing, three (3) days notice to unions and affected employees shall only be required prior to the initial assignment.

6.6 Employees assigned to work at another site in accordance with clauses 6.1, 6.2, and 6.3 above shall be reimbursed for necessary travel expenses between sites in the course of a shift (including parking where not otherwise provided), in accordance with the Collective Agreement, Employer Policy where the agreements does not provide for travel expenses.

6.7 Employees assigned to another site in accordance with clauses 6.1, 6.2 and 6.3 above shall continue to be governed by the terms of the Collective Agreement at their home site.

6.8 Without restricting the CHA's rights to determine staffing levels, the CHA shall not use temporary intermingling assignments to improperly avoid filling a permanent vacancy which is required to be filled at a site.

6.9 Employees assigned to another site will be provided appropriate orientation at the site as may be required.

#### 7.0 Portability of Seniority

7.1 Employees who transfer to another site within the RHS due to program transfer, layoff and recall, or applications for vacancies, shall transfer their accrued seniority. Their seniority shall be converted, and shall accumulate after the transfer, in accordance with Collective Agreement provisions at the receiving site.

#### 8.0 Expedited Dispute Resolution

8.1 In the event of a dispute concerning program transfers or intermingling pursuant to this Schedule, a union, on its own behalf or on behalf of an employee, or CHA may submit a dispute to expedited resolution. The dispute shall be submitted in writing directly to other affected parties within seven (7) calendar days of the date the Employee or Union or CHA, as may be appropriate, became 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. Whenever appropriate, the parties shall endeavor to have human resources and Union representatives present disputes at arbitration. Failing agreement, the Chair of the Labour Relations Board shall appoint an arbitrator who is available within the required time lines, or such other time lines as are agreed to by the parties.

- 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 shall not be referred to as precedents by any party in any 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.

LETTER OF UNDERSTANDING

BETWEEN

CAPITAL HEALTH AUTHORITY  
OPERATING THE UNIVERSITY OF ALBERTA HOSPITAL AND  
GLENROSE REHABILITATION HOSPITAL

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
ON BEHALF OF LOCAL 054 AND LOCAL 056, CHAPTER 002

RE: CONTRACTING OUT AND SEVERANCE

The Parties hereby agree as follows:

1. **Contracting Out**

- 1.1 The Parties recognize the important contribution the General Support Staff make in the delivery of support services and are committed to ensure job security where reasonably possible. To this end, it is understood by the parties that this Employer will consult with the Union as soon as reasonably possible and at a minimum, one (1) month prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.
- 1.2 In the event of an adjustment, as outlined in 1.1, the Employer agrees that Employees affected shall be given no less than ninety (90) calendar days written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required position abolishment or layoff notice carried out in accordance with Article 18 (Layoff and Recall) and Article 36 (Position Abolishment).
- 1.3 The Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary Leaves of Absence, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on Employees.
- 1.4 The Employer will delay until October 1, 2001 any contracting out of work performed by Employees in this bargaining unit which would result in job loss. However, this Letter of Understanding does not prevent contracting out due to the performance of extra work required by the Employer, providing the performance of the aforementioned work does not reduce the hours of work of any regular Employee.



1.5 This Letter of Understanding will not prevent the transfer of services and the associated Employees between health care facilities operated by Regional Health Authorities within the Province of Alberta.

## 2. Severance

2.1 In the event the work performed by an Employee in the bargaining unit is contracted out, and no alternate employment is found for an affected employee, resulting in the permanent reduction in the number of AUPE certified regular Employees, the Employee shall be eligible for severance calculated as follows:

(a) the equivalent of two (2) weeks regular salary for each full year of continuous service to maximum payment of forty (40) weeks.

(b) Regular salary = (regularly scheduled hours of work as at the date of application for the program) X (basic rate of pay)

For calculation purposes, service in excess of six (6) months shall be considered a full year (e.g. five (5) years and seven (7) months would be considered as six (6) years of service).

(c) If the terms of contracting out require employment with the contractor and if the basic rate of pay is less than their current rate of pay, the Employer will provide severance as per the aforementioned schedule for the difference between the two (2) rates.

(d) If the terms of the contracting out arrangement do not require employment with the contractor, the Employer will provide for severance. An employee receiving severance in this circumstance is eligible for re-employment with the Employer, without a requirement to repay severance.

2.2 The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.

2.3 Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the regular Employees full time equivalency or a comparable full time equivalency.

2.4 An Employer will only consider a severance application from an Employee on sick leave, WCB or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.

2.5 The Employer reserves the right to determine the date of termination and once approved, the decision to take severance and terminate employment is irrevocable.

3. This Letter of Understanding will expire on October 01, 2001.

On behalf of the Alberta Union of  
Provincial Employees

Don MacLennan

\_\_\_\_\_

June 26, 2002

Date

On behalf of the  
Capital Health Authority

J. [unclear]

R. Wothersley

June 3 7 02

Date

LETTER OF UNDERSTANDING

BETWEEN

CAPITAL HEALTH AUTHORITY  
OPERATING THE UNIVERSITY OF ALBERTA HOSPITAL AND  
GLENROSE REHABILITATION HOSPITAL

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
ON BEHALF OF LOCAL 054 AND LOCAL 056, CHAPTER 002

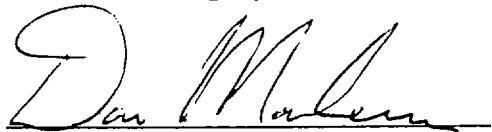
RE: JOINT TASK FORCE TO REVIEW HEALTH BENEFITS

The Parties agree to the following:

1. To continue the Joint Task Force established in the previous Collective Agreement.
2. With equal numbers of representatives from the parties, the joint Task Force will:
  - review, investigate and encourage discussions which result in an improved understanding of all parties regarding Health Benefits;
  - make recommendations on a without prejudice basis regarding current and future benefit requirements in terms of entitlements, plan design, payment, services, programs and structure by January 2, 2001.

It is the intention of this Joint Task Force to explore alternatives which are within current cost levels, not including normal cost increases as determined by the carrier. The goal of this forum will be to develop and implement more effective, equitable Health Benefits Plans.

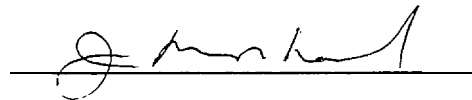
On behalf of the Alberta Union of  
Provincial Employees



JUNE 28/00

Date

On behalf of the  
Capital Health Authority



JUNE 27/00

Date

LETTER OF UNDERSTANDING

BETWEEN

CAPITAL HEALTH AUTHORITY  
OPERATING THE UNIVERSITY OF ALBERTA HOSPITAL AND  
GLENROSE REHABILITATION HOSPITAL

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
ON BEHALF OF LOCAL 054 AND LOCAL 056, CHAPTER 002

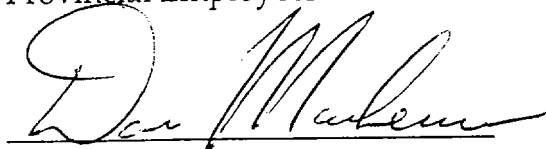
RE: DISTRIBUTION OF ADDITIONAL HOURS OF WORK  
FOR NON-FULL-TIME EMPLOYEES

The Parties agree to establish a joint committee at each worksite to review the distribution of additional hours for non-Full-time Employees.

The committee will commence initial discussions no later than September 15, 2000, and shall conclude its work by April 1, 2001.

Any recommendations are subject to approval by the respective principles.

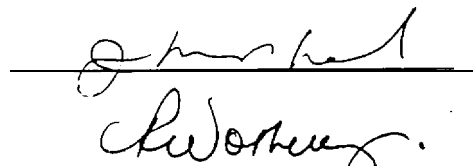
On behalf of the Alberta Union of  
Provincial Employees



\_\_\_\_\_

\_\_\_\_\_  
Date

On behalf of the  
Capital Health Authority



\_\_\_\_\_

\_\_\_\_\_  
Date June 27/00

## Letter of Interpretation

To: **AUPE**

To: **CUPE**

With respect to assessment of an employee's ability to perform the required work at the receiving site in circumstances of a program transfer, it is CHA's interpretation of this provision that where the qualifications, and the required duties, of a position at the receiving site are substantially the same as for the position occupied by the employee at the sending site, then it is presumed that the employee has the ability to perform the required work at the receiving site, unless the contrary is established.



# 2000

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# 2001

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# 2002

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6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23	
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30	
														31							
APRIL							MAY							JUNE							
S	MT	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1	
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	
														30							
JULY							AUGUST							SEPTEMBER							
S	MT	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28	29	30	31	29	30						
OCTOBER							NOVEMBER							DECEMBER							
S	MT	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					



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