



COLLECTIVE AGREEMENT

BETWEEN THE

CALGARY HEALTH REGION

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF LOCAL 095 (Foothills Medical Centre,
Alberta Children's Hospital and the Calgary Health
Region Central Warehouse) AND LOCAL 045/006
(Foothills Medical Centre Auxilliary Nursing)**

APRIL 1, 2002 TO MARCH 31, 2005

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Preamble

THIS COLLECTIVE AGREEMENT made this 24th day of January, 2003.

BETWEEN:

THE CALGARY HEALTH REGION
(hereinafter called "the Employer")

OF THE FIRST PART

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of Local 095 (Foothills Medical Centre, Alberta Children's Hospital and
Calgary Health Region Central Warehouse) and Local 045/006 (Foothills Medical
Centre Auxilliary Nursing)
(hereinafter called "the Union")

OF THE SECOND PART

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

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

ARTICLE 1

Definitions

- 1.01 In this Collective Agreement unless the context otherwise requires:
- (a) “Code” means The Labour Relations Code as may be amended from time to time as the case requires;
 - (b) “Union” means The Alberta Union of Provincial Employees;
 - (c) “Employer” also means and includes such Officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties;
 - (d) “Local” means Local 095 of The Alberta Union of Provincial Employees;
 - (e) “EMAC” means the Employee Management Advisory Committee of the Sites covered under this Collective Agreement;
 - (f) “Site” means the physical location of facilities covered by this Collective Agreement;
 - (g) “Member” means an Employee of the Employer 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 whose service is designated as:
 - (1) “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
 - (2) “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. A Part-time Employee will work a minimum of three (3) hours per shift.

(3) “Temporary Employee” an Employee who is hired on a Temporary basis for a Full or Part-time position:

- (i) for a specific job of more than three (3) months and less than six (6) months. 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, or is employed on a continuous basis for more than six (6) months, a 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 Full-time or Part-time Employee who is on an approved leave of absence or is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
- (iii) At the conclusion of a Temporary assignment the Employee shall revert to their former position or status.

(4) “Casual Employee” shall mean an Employee:

- (i) who is not hired within the definition of an Employee described in Article 1.01 (h) (1), (2), or (3) and is required to work on a call in basis and/or may be prescheduled for relief work, or
- (ii) is regularly scheduled on a Part-time basis for less than thirty-one (31) hours in each fourteen (14) day period. A Casual Employee who is so scheduled may pick up extra shifts as described in Article 1.01 (h) (4) (i). If the regularly scheduled hours exceed thirty-one (31) hours in a fourteen (14) day period then the equivalent position shall be posted in accordance with Article 16 - Job Opportunities, or
- (iii) notwithstanding 1.01 (h) (4) (ii) is regularly scheduled on a Full or Part-time basis for a period of three (3) months or less.

(i) “Regularly Scheduled” shall mean the scheduling of work in a manner requiring an individual to be available for the performance of assigned duties on specific days.

(j) “Anniversary Date”, unless otherwise changed by the operation of the terms of this Collective Agreement, means, for salary

increment purposes, the date upon which a Regular Full-time Employee commenced full-time employment.

- (k) "Vacation" shall mean annual vacation at the Basic Rate of Pay.
- (l) "Basic Rate of Pay" shall mean the applicable rate specified in the Salary Schedule.
- (m) "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.
- (n) "Shift" means a daily tour of duty exclusive of overtime hours.
- (o) "Registration" shall take meaning from the Province of Alberta Health Professions R.S.A. 2000. Registration is not membership in the Union.

ARTICLE 2

Application

- 2.01 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.
- 2.02 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.
- 2.03 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.
- 2.04 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.

ARTICLE 3

Management Rights

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

ARTICLE 4

Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement as described in the certificate(s) 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 Employer.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 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.

ARTICLE 5

Bulletin Boards

- 5.01 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 6

Union Membership and Payment of Dues

- 6.01 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.
- 6.02 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.

- 6.03 Deductions of amounts equal to the dues for all Regular Full-time and Part-time, Probationary, Temporary and Casual Employees shall commence with the first full pay period of employment.
- 6.04 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.
- 6.05 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) calendar days prior to the effective date of change.
- 6.06 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. Particulars, identifying each Employee in a printed form, magnetic disc or tape file (where currently provided) showing the Employee number, if available, starting date, classification, name and address shall also be provided monthly together with the amount deducted from each Employee. Such dues may be remitted electronically to the Union.
- 6.07 The Employer shall provide the Chairs of the Locals or the Chairs' 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.
- 6.08 The Employer will record the amount of individual dues or fees deducted on T-4 slips issued for income tax purposes.

ARTICLE 7

Negotiations

- 7.01 Negotiations shall be conducted in accordance with the provisions of the appropriate Act.

ARTICLE 8

Employee Management Advisory Committee

- 8.01 The Employer and the Union agree that there shall be an Employee Management Advisory Committee (EMAC) at both the Alberta Children's Hospital and the Foothills Medical Centre consisting of a maximum of six (6) persons, with equal representation from the Parties.

- 8.02 The Representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.
- 8.03 The Representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time to time.
- 8.04 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.
- 8.05 The Chair on EMAC shall be the senior Representative of the Employer, and the Vice-Chair shall be the senior Representative of the Union.
- 8.06 The Chair and the Vice-Chair shall each be entitled to vote upon any matter coming before EMAC but shall have no second or casting vote.
- 8.07 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.
- 8.08 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.
- 8.09 Either the Employer or the Union may have experts or advisers present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem but such persons shall not have the right to vote. Each party shall give the other reasonable advance notice of the anticipated presence of such experts or advisers.

ARTICLE 9

Grievance Procedure

9.01 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 Union's Calgary Regional Office with a copy to the Local Chair(s), or an 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 Executive Director, or an authorized alternate.

- (c) For the purpose of Article 9, time periods specified shall not include Saturdays, Sundays, or paid holidays.

9.02 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 first became aware that a difference had occurred refer the difference for resolution by arbitration pursuant to Step IV of Article 9.03.

9.03 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 Personnel File, including any question as to whether the difference can be subject to arbitration, the following sequence of steps shall be followed.

STEP I

Where a difference allegedly has occurred, the Employee shall discuss the matter with the Departmental Supervisor/Manager 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 of this Collective Agreement upon which the grievance is based and the redress sought and is submitted to the Employee's Director or an 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 Employee's Director or an authorized alternate will be issued to the Employee, in writing, within ten (10) days of receipt of the written grievance. The Union Steward representing the grievor shall also be issued a copy of the decision within these time limits.

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 Executive Director, or the Executive Director's authorized alternate, within ten (10) days from the date of the decision at Step II. The Executive Director or the Executive Director's authorized alternate shall issue a decision in writing to the Employee and a copy to the Union's Calgary Regional Office or authorized alternate within ten (10) days of receipt of the grievance. The Union Steward representing the grievor shall also be issued a copy of the decision within these time limits.

STEP IV

- (a) If the grievance is not resolved in Step III either Party may within fifteen (15) days from the date of the decision by the Executive Director or an 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 (2) 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 (2) members fail to appoint a third member within ten (10) days after the day on which the last of the two (2) members is appointed, a third member who shall be Chair shall be appointed pursuant to the appropriate Act.
- (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 no majority the decision of the Chair governs and shall be deemed to be the award of the Board.

- (e) Each Party to the difference shall bear the expense of its respective appointee to the arbitration board and the two (2) Parties shall bear equally the expenses of the Chair.
 - (f) The arbitration board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- 9.04
- (a) In the event an Employee alleges that he has been disciplined without just cause, the Employee may commence a grievance at Step II.
 - (b) In the event an Employee alleges that he has been dismissed without just cause, the Employee may commence a grievance at Step III.
- 9.05
- (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.
- 9.06
- The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- 9.07
- In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

ARTICLE 10

Union Stewards

- 10.01
- 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 the Employee in the processing of a grievance with management. When it becomes necessary for a Union Steward to leave the job for this purpose the Union Steward will request time off from the Employee's immediate Supervisor who is not within the scope of this Collective Agreement providing the Supervisor with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave the 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, which approval shall not be unreasonably withheld.

- 10.02 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.
- 10.03 A list of Union Stewards shall be supplied by the Union to Human Resources which shall be advised in writing of any change in this list.
- 10.04 The Local shall have the right at any time to the assistance of Union Staff 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 Employee's Director or Executive Director of Human Resources. Such approval shall not be unreasonably denied.

ARTICLE 11

Employer - Employee Relations

- 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 Personnel File in Human Resources, that Employee shall be informed in writing as soon as reasonably possible to the reason(s) for such action.
- 11.02 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 the Employee's official Personnel File in Human Resources 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, and who has requested to have his record cleared, that such action has been effected. During the two (2) year period, the Employee may request consideration be given to an early removal of the disciplinary action record, provided no further disciplinary action has occurred. The Employer will give such a request consideration.
- If no request has been received from the date of the disciplinary action, the Employee's official Personnel File in Human Resources shall be deemed to have been cleared, provided the Employee's Personnel File in Human Resources does not contain any further disciplinary action within the two (2) year period.
- 11.03 (a) No documents related to discipline, complaints, evaluations will be placed on an Employee's Personnel File without the Employee being provided with a copy.

- (b) The Employer agrees that access to an Employee's Personnel File in Human Resources shall be provided to the Employee, upon written request, once in every year.
- (c) Upon written request, a grievor shall be permitted to review his Personnel File in Human Resources 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. The Employee may request a representative of the Union to be present at such time.

11.04 Any Employee who is to be disciplined, apart from discipline of a minor nature which does not become part of the Employee's Personnel File in Human Resources, shall be notified of the right to have a Union Steward present at the disciplinary hearing. The failure of the Employer to give the Employee proper notification will not negate the disciplinary action taken by the Employer. The Union Steward shall not become involved in discussions other than to advise the Employee of the Employee rights or recommend a course of action to the Employee.

The sole 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, the Employee 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 the job for this purpose the Union Steward will give his/her Employee Supervisor/Manager as much advance notice as possible. Arrangements will be made by the Supervisor/Manager to permit the Union Steward to leave the 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 Employee's Director or authorized alternate, which approval shall not be unreasonably withheld.

11.05 An Employee who is the subject of an investigation regarding the Employee's alleged misconduct shall not suffer any loss of regular earnings during such investigation.

11.06 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.

11.07 The Employer shall make available a job description for each Employee at the commencement of employment.

11.08 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 Union as well as the rights, responsibilities and benefits under the Collective Agreement. A Representative of the Employer may be present at such presentation.

ARTICLE 12

No Discrimination

- 12.01 (a) 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, mental or physical disability, 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.
- (b) Article 12.01 (a) shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement (BFOR).

ARTICLE 13

Probation

- 13.01 (a) Prior to being appointed a Regular Employee, a newly hired Employee shall first serve a probationary period of six hundred and ten (610) regular hours worked. If a new Employee is unsatisfactory in the opinion of the Employer, the employment of such Employee may be terminated at any time during the probationary period without cause and without recourse to the provisions of Article 9 except as provided in Article 13.02 below. An Employee will be kept advised of his progress during the probationary period.
- (b) The Employer may, with written agreement of the Union, extend this probationary period by up to an additional three hundred and twenty-five (325) hours for Employees who may have missed considerable time from work or whose performance may improve to satisfactory levels. Such an extension may provide such Employees with sufficient time to improve their performance. An Employee will be kept advised of his progress during the extension period.
- 13.02 Notwithstanding the provisions of Article 13.01, the termination of an Employee during the Employee's probationary period may be challenged by the Employee submitting a grievance directly to Step III of the grievance procedure. The decision at this level shall be final and binding. It

is understood that this decision shall not be subject to the arbitration procedure contained in Article 9.

- 13.03 An Employee's current period of continuous service with the Employer as a Temporary or Casual Employee shall be counted toward the probationary period required in Article 13.01, 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 or in other circumstances as determined by the Employer.
- 13.04 If a new Employee's performance is unsatisfactory in the opinion of the Employer, such an Employee may be terminated at any time during the probationary period.
- 13.05 Upon satisfactory completion of the probationary period, seniority shall be dated from the commencement of employment.

ARTICLE 14

Seniority

- 14.01 Seniority for Regular Employees shall be established on the basis of a Regular Employee's service with the Employer, commencing with the latest date of employment within the Bargaining Unit.
- 14.02 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire when:
- (a) the employment relationship; is terminated by either the Employer or the Regular Employee;
 - (b) twelve (12) months has expired following lay-offs, during which time the Regular Employee has not returned to work.
- 14.03 Employees changing status between Regular Full-time, Regular Part-time, Temporary or Casual shall retain entitlement to seniority held within their former status within this Bargaining Unit. However, seniority shall not apply during casual employment.
- 14.04 The seniority list will be updated by the Employer and posted on the Bulletin Board provided pursuant to the provisions of Article 5, not less frequently than every six (6) months following the first (1st) of the month following the date of ratification. Copies of said seniority lists will be provided to the Union following posting. The Union shall have three (3) months in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

ARTICLE 15

Layoff, Rehire and Termination

15.01 Definition

For the purposes of this Article, a layoff shall mean a reduction in the number of Regular Employees within a classification.

15.02 Layoff - Order of Consideration

For the purposes of applying this Article, seniority for Regular Full-time and Regular Part-time Employees shall be considered separately. 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, provided the Employees retained by the Employer are capable and qualified to perform the work required.

15.03 The Employer shall notify Employees, with more than one (1) calendar year's employment with the Hospital and who are to be laid off, ten (10) full scheduled shifts before the layoff is to be effective. 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 the Employee's regular rate of pay in lieu of work for that part of ten (10) full scheduled shifts during which work was not made available.

15.04 Prepaid Health Benefits

An Employee who is laid off shall make prior arrangements to pay the full premium of 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.

15.05 Recall

- (a) When increasing the work force, Regular Full-time or Regular Part-time 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 Employee is qualified to perform the work in question.
- (b) Where both Regular Full-time and Regular Part-time Employees are on layoff, those Regular Part-time Employees shall be recalled to Regular Part-time positions only after such work has been offered to those Regular Full-time Employees on layoff.
- (c) Regular Full-time Employees on layoff shall not be deemed to have abandoned recall rights to a Regular Full-time position by accepting a recall to a Regular Part-time position, Temporary or a Casual position. However, if a Regular Full-time Employee on layoff

refuses a recall to a Regular Full-time position which is at the same salary rate as the one he was laid off from, any further rights to recall or severance pay shall be nullified.

- (d) If a Regular Part-time Employee on layoff refuses a recall to a Regular Part-time position which is at the same salary rate as the one the Employee was laid off from, any further rights to recall or severance pay shall be nullified.
- (e) 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.

15.06

Severance Pay

- (a) A Regular Full-time Employee who at the end of three hundred and sixty-five (365) calendar days has not been recalled to a Regular Full-time position or who does not wish to remain in a Regular Part-time position in accordance with Article 15.05 (c) after the expiration of three hundred and sixty-five (365) calendar days shall be eligible for severance pay in the amount of one (1) week's pay for each full year of continuous employment to a maximum two (2) weeks of pay.
- (b) A Regular Part-time Employee who at the end of three hundred and sixty-five (365) calendar days has not been recalled to a Regular Part-time position shall be eligible for severance pay in the amount of one (1) week's pay for each full period of two thousand and twenty-two decimal seven five (2,022.75) hours of work to a maximum of two (2) weeks of pay.
- (c) A Regular Full-time Employee or Regular Part-time Employee who accepts severance pay shall be deemed to have terminated employment, with no further rights to recall.
- (d) For clarity, one (1) week's pay as described in Article 15.05 (a) and (b) shall be at the applicable Basic Rate of Pay of the position from which the Employee was laid off from, on the effective date of layoff.
- (e) Severance pay shall not be paid to a Regular Employee who was terminated for just cause, resigned or retired.

15.07

Termination

An Employee absent for three (3) consecutive working days without good and proper reason will be considered to have terminated employment with the Employer.

ARTICLE 16

Job Opportunities

- 16.01 Vacancies to be filled which fall within the Bargaining Unit(s) with the exception of vacancies for casual shifts as defined in Article 1, will be posted for a period of not less than five (5) full calendar days exclusive of Saturdays, Sundays and Paid Holidays.
- 16.02 (a) Postings for vacancies shall include the following information: department, rates of pay, qualifications, job title and a brief job description.
- (b) For information purposes only, the following information shall also be included on postings for vacancies:
- (i) the current full-time equivalency (FTE); and
 - (ii) hours per shift, shifts per cycle and current shift pattern; and
 - (iii) the current job location.

These terms and conditions may be subject to change in accordance with the terms and conditions of this Collective Agreement.

- 16.03 All applications delivered in writing to Human Resources during such period of posting will be considered. The Employer shall endeavor to interview a fair number of the best qualified applicants. Applicants shall be informed in writing of their acceptance or rejection as soon as possible after the appointment is made. The name of the successful applicant shall be posted as soon as possible after the appointment has been made.
- 16.04 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a casual basis only, until a regular appointment is made.
- 16.05 (a) The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the Bargaining Unit is affected to accommodate a situation where the Employee is involved in a return to work program through the Workers' Compensation Board or the Disability Insurance Plan.
- (b) An Employee placed in a position in accordance with Article 16.05 (a) shall be required to have the necessary qualifications to perform the duties of the position.
- 16.06 During the term of a Temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
- (a) such Employee shall be eligible to apply on postings of vacancies as described in Article 1.01 (h) (1) and Article 1.01 (h) (2).

- (b) Such Employee shall not be eligible to apply on postings of vacancies described in Article 1.01 (h) (3), unless the position posted commences after the expiry date of the term for which the Employee was hired.

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

ARTICLE 17

Promotions and Transfers

17.01 (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 Article 17.01 - Promotions and Transfers or Article 19 - Reclassification.

17.02 (a) The salary of an Employee promoted and/or transferred to a higher classification shall be advanced to Pay Step 1 of the higher classification except where Pay Step 1 of the higher classification is lower than the Employee's existing rate in which event the Employee's salary shall be advanced to the next Pay Step that provides for an increase in the Employee's basic rate of pay.

- (b) When the Employee's salary is advanced in accordance with 17.02 (a), a new anniversary date shall thereupon be established and the Employee's salary shall be advanced to the next higher pay step upon completion of twelve (12) months from the date of the promotion and/or transfer, or such shorter period as may be solely determined by the Employer.

17.03 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 the Employee was transferred or transfers, and the Employee's anniversary date shall not be changed.

17.04 An Employee promoted or who transfers or is transferred to another position in the Bargaining Unit shall serve a trial period of up to three hundred ten (310) hours worked in the new position. During the trial period the Employee may either:

- (a) return to the Employee's former position at the Employee request;
or
- (b) be returned to the Employee's former position;

but in either circumstance, at the sole discretion of the Employer, the Employee 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 promotion or transfer.

ARTICLE 18

Acting Incumbents

- 18.01 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 the Employee's 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.
- 18.02 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 the Employee's Basic Rate of Pay, be paid a premium to be determined by the Employer.
- 18.03 An Employee required by the Employer to temporarily replace another Employee holding a position with the Bargaining Unit to which is assigned a lower pay grade, except as provided in Article 17.03, shall not have the Employee Basic Rate of Pay adjusted.
- 18.04 The Employer may designate Journeyman Trades Employees to assume the temporary responsibilities of Lead Hand. Employees so designated shall receive, in addition to their regular earnings, a premium of one dollar and twenty-five cents (\$1.25) per hour worked for the duration of their temporary appointment as Lead Hand. In addition to her/his normal duties, an Employee appointed to be Lead Hand shall be responsible for co-ordinating the efforts of other Journeyman Trades Employees assigned to work with her/him to ensure that the work is completed satisfactorily.
- 18.05 Local Conditions Applicable to Local 045/006, Foothills Medical Centre Auxiliary Nursing Classifications Only
- (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for a student in the Licensed Practical Nurse program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
 - (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse Program.

ARTICLE 19

Reclassification

- 19.01 Employees holding positions which fall within the Bargaining Unit will be provided with a functional outline of their duties. New Employees will be provided with this information on their first day of employment. An Employee will be provided with a written copy upon request to the Human Resources Department.
- 19.02 Any Regular Employee who considers that her position should be reclassified due to a significant change in job content shall have the right of appeal in accordance with Article 9 - Grievance Procedure, commencing at Step II.
- 19.03
- (a) When the duties of a classification are significantly altered by an action of the Employer or where a new classification is formed during the life of this Collective Agreement 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 Basic Rate of Pay for such classification within twenty-one (21) calendar days.
 - (b) The Union may contest the proposed Basic Rate of Pay by sending written notice to the Employer. A notice to contest the Basic 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 Basic Rate of Pay through negotiations. Should the two parties fail to reach an agreement through negotiations, the grievance procedure shall apply commencing at Step III.
 - (d) The proposed Basic 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 Basic Rate of Pay. Such amended Basic Rate of Pay will be effective from the date of written notice from the Employer to the Union.
- 19.04 An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced:
- (a) To Pay Step 1 of the higher classification except where Pay Step 1 of the higher classification is lower than the Employee's existing rate, in which event the Employee's salary shall be advanced to the next pay step that provides for an increase in the Employees Basic Rate of Pay.

- (b) When the Employee's salary is advanced in accordance with 19.04 (a), a new anniversary date shall thereupon be established and the Employee's salary shall be advanced to the next higher pay step upon completion of twelve (12) months from the date of the promotion and/or transfer, or such shorter period as may be solely determined by the Employer.

19.05 An Employee whose position is reclassified to one with a lower Rate of Pay, through no cause of his own shall continue to receive his previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than his previous Basic Rate of Pay, or for a period of twelve (12) months, whichever is earlier, at which time he will then receive the Basic Rate of Pay for the classification to which the position is allocated.

ARTICLE 20

Hours of Work

20.01 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.

20.02 (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 three point eight seven five (3.875) hours worked. 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.

20.03 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 two times (2X) for all hours worked on the first (1st) shift of the changed schedule.

20.04 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.

- 20.05 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.
- 20.06 For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented or terminated by mutual agreement in writing between the Employer and the Local.
- 20.07 So far as is practical, the Employer shall schedule the shifts of Regular Full-time Employees to provide Saturday and Sunday as days off for a maximum number of Employees. This provision is only operative subject to acceptable standards of efficiency as determined by the Employer, being maintained at the Site.

ARTICLE 21

Overtime

- 21.01 All overtime must be authorized in advance. An Employee who works overtime shall be paid at the rate of two times (2X) the Employee Basic Rate of Pay for all overtime. Overtime is defined as:
- (a) Time worked in excess of seven and three-quarter (7 3/4) hours per day; and
 - (b) Time worked when an Employee is called back to duty beyond the Employee's normal working hours, pursuant to Article 23 - Call Out.
 - (c) Time worked on an Employee's scheduled day(s) off. Article 21.01(c) shall not apply if the scheduled day(s) off are changed by giving not less than seven (7) calendar days notice.
- 21.02 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.
- 21.03 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.
- 21.04 All overtime shall be calculated to the nearest one-quarter (1/4) hour.

- 21.05 Except in the case of unforeseen circumstances, when overtime work is scheduled the Employee affected shall be given at least four (4) hours' notice.
- 21.06 An Employee who normally travels from work to his place of residence by means other than the Employee's own vehicle following completion of the Employee's regular shift, but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when public transportation is available, shall be reimbursed for reasonable and substantiated cost of alternate transportation from the Site where the Employee is working to the Employee's residence.
- 21.07 Where an Employee is authorized to work a full seven and three-quarters (7 3/4) hours overtime assignment, the provisions of Article 20.02 shall apply as though it were a regular shift.
- 21.08 The Employer shall designate an individual at each site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

ARTICLE 22

On-Call Duty

- 22.01 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.
- 22.02 Local Conditions for Local 045/006 Applicable to Foothills Medical Centre Auxiliary Nursing Classifications Only
- 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-Call Duty" shall receive:
- (a) \$2.25 per hour of assigned on-call on any regularly scheduled working day; or

- (b) \$3.25 per hour of assigned on-call on any regular day off or paid holiday.

ARTICLE 23

Call-Out

- 23.01
 - (a) When an Employee is called out to work outside of scheduled working hours, the Employee shall be paid for all time worked at overtime rates or a minimum of four (4) hours at the Basic Rate of Pay, whichever is the greater.
 - (b) Such Employee shall be reimbursed for a round trip between the Site where he is working and his home at the rate of thirty-five (\$0.35) cents 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.
- 23.02 An Employee who is called out to work on a paid holiday in accordance with Article 23.01, shall receive:
 - (a) Two times (2X) his Basic Rate of Pay for the actual hours worked or a minimum of four (4) hours at the Basic Rate of Pay, whichever is greater; plus
 - (b) Time off at his Basic Rate of Pay for the actual hours worked.
- 23.03 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 24

Reporting Pay

- 24.01
 - (a) In the event that an Employee reports for work as scheduled and is requested by the Supervisor to return home 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 Site where they are working and their home at the rate of at least thirty-five (\$0.35) cents per kilometer or taxi fare upon production of a receipt.

ARTICLE 25

Shift and Weekend Differential

- 25.01 In addition to his Basic Rate of Pay, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees working a shift whereby the majority of such shift falls within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours.
- 25.02 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 forty cents (\$1.40) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday. Effective June 1, 2003, 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 seventy-five cents (\$1.75) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday. 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.
- 25.03 Local Conditions for Local 045/006 applicable to Foothills Medical Centre Auxiliary Nursing Classifications Only
- (a) A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
 - (i) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours; or
 - (ii) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to zero seven hundred (0700) hours.
 - (b) A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
 - (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or

- (ii) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (iii) to Employees working all overtime hours which fall within the sixty four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

25.04 All premiums payable under this Article shall not be considered as part of the Employees Basic Rate of Pay.

ARTICLE 26

Paid Holidays

26.01 (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.

26.02 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.

26.03 (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) calendar 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.

- 26.04 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.
- 26.05 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.
- 26.06 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 27

Annual Vacation

27.01 Vacation Entitlement for Full-time Employees

During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be 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 (116.25 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 (155 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 (193.75 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 (232.5 hours).

27.02

Cessation of Vacation Accrual

- (a) There shall be no accrual of vacation pay or time entitlements during:
 - (i) layoff; or
 - (ii) a leave of absence without pay which is in excess of thirty (30) consecutive calendar days; or
 - (iii) an absence while in receipt of disability insurance or Workers' Compensation Benefits which is in excess of thirty (30) consecutive calendar days.

27.03

Time of Vacation

- (a) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits a vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by May 15th of that year.
- (b) Where Employees have submitted their requests for vacation within the time-frame of January 1st to March 31st stipulated in Article 27.03 (a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation which are submitted after March 31st shall be dealt with on a first-come, first-serve basis.
- (c) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) Where mutually agreed between the Employer and the Employee, a Regular Employee shall be entitled to an unbroken period of vacation equal to one year's vacation accrual.
- (e) Vacation time off commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave.
- (f) Employees shall be permitted to maintain a level of vacation entitlement equal to one year's vacation entitlement plus an additional five (5) days (38.75 hours) unless otherwise mutually agreed.
- (g) No Regular Employee may continue to work and draw vacation pay in lieu of taking vacation.

27.04 Working While On Vacation

When an Employee is required to work during his vacation, the Employee shall receive pay at two times (2X). Hours worked while on vacation shall not be deducted from the Employee's vacation credits.

27.05 Sick While On Vacation

Should a Regular Employee demonstrate to the satisfaction of the Employer that he/she was ill and required a defined course of medical treatment for an acute condition that would normally render him/her unable to work, during the course of the Employee vacation, the Employee may be considered to be on sick leave for such period of time, subject to the provisions of Article 28, Sick Leave. Vacation time not taken as a result of such medical treatment shall be taken at a mutually agreeable later date.

27.06 Vacation Pay Upon Termination

An Employee who terminates his service or who is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

ARTICLE 28

Sick Leave

28.01 Sick leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

28.02 (a) After an Employee has completed the probationary period, the Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, provided however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of the probationary period.

(b) Sick leave credits shall not accrue during any period of sick leave in excess of thirty (30) calendar days.

28.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

28.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine in excess of two (2)

consecutive days or when an Employee demonstrates a discernible pattern of frequent illnesses.

28.05 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, he shall no longer accrue sick leave credits until such time as his total accumulation is reduced below the maximum. At that time he shall recommence accumulating sick leave credits.

28.06 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 the work hours, the Employee shall have the right to utilize sick leave credits for such absence, provided such Employee received prior authorization from the Employer, and provided that the Employee submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

28.07 Leave of absence without pay may be granted to an Employee who does not qualify for sick leave or who is unable to return to work at the termination of the period for which sick leave is granted. An Employee who is on leave of absence without pay shall endeavor to notify the Employer three (3) days prior to returning to work, but in no event less than one (1) day prior to returning to work.

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

28.09 An Employee shall keep the Employer advised as to when the Employee shall be expected back to work.

28.10 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 Article 32.02.

28.11 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 the Employee's Supervisor to the appropriate Employee Assistance Program.

28.12 Regular Part-time Employees

Regular Part-time Employees shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of hours worked by a Regular Part-time Employee in relation to the hours for a Regular Full-time Employee, up to a maximum accumulation of nine hundred and thirty (930) hours. Payment will be made only for the days they are regularly scheduled to work and cannot attend because of illness.

ARTICLE 29

Workers' Compensation

- 29.01 Workers' Compensation Employer coverage will be provided by the Employer for an Employee.
- 29.02 Employees suffering accidents which are compensable under The Workers' Compensation Act shall not be entitled to sick benefits during the period of compensation.
- 29.03 The foregoing Clause 29.02 shall not exclude an Employee from sick benefits for periods of absence due to an accident which is not compensable under The Workers' Compensation Act, and such cases shall be dealt with under Article 28 - Sick Leave.
- 29.04 A Regular Employee absent from work and receiving Workers' Compensation Benefits shall keep the Employer advised as to when he shall be expected back to work.
- 29.05
 - (a) An Employee who is in receipt of Workers' Compensation Benefits shall be deemed to be on approved leave of absence without pay. The Employer shall continue their portion of the health care benefit cost-share during such leave of absence.
 - (b) The Employer will continue the subrogation process with respect to WCB payments, and will make all necessary deductions to continue health care benefits during such leave of absence.
- 29.06
 - (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an Employee is off

work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10th) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 28 - Sick Leave.

- (b) For the purposes of Article 29 - Workers' Compensation, full net take home pay shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 29.06 (a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.

ARTICLE 30

Prepaid Health Benefits

- 30.01 (a) 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 Blue Cross Dental Schedule. 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 two thousand dollars (\$2,000) per insured person.

Alberta Health Care Insurance Plan;

Group Life Insurance of one times (1X) basic annual earnings rounded up to the next higher one thousand (\$1,000) dollars;

Accidental Death and Dismemberment Insurance with amount equal to Group Life Insurance;

Short Term Disability equal to sixty-six and two thirds percent (66 2/3%) of basic weekly earnings.

Long Term Disability Insurance equal to sixty-six and two thirds percent (66 2/3%) of basic regular monthly earnings following a twenty-four (24) week elimination period.

- 30.02 The premiums for the Plans outlined in Article 30.01 will be cost shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 30.03 The implementation and operation of the 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.
- 30.04 The Employer shall make available to eligible Employees brochures outlining the above Plans.
- 30.05 The Employer will provide one (1) copy of each of the Plans to the Provincial Office of The Alberta Union of Provincial Employees.

ARTICLE 31

Safety and Health

- 31.01 The Parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 31.02 An Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) Members of the Bargaining Unit as Members of this Committee. The number of Employer Representatives on the Committee shall not exceed the number of Representatives from the Union and other Employee groups.
- 31.03 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of this Committee.
- 31.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 31.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 31.06 The Employer will co-operate with the Committee by providing:
- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
 - (b) data pertaining to workplace health and safety conditions;
 - (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the worksite.

- 31.07 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations;
 - (b) in the development and promotion of measures to protect the safety and health of Employees in the Institution and to check the effectiveness of such measures.
- 31.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Governing Board. The Governing Board shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.
- 31.09 An Employee's rights shall be respected in accordance with The Occupational Health and Safety Act.

ARTICLE 32

Leave of Absence

32.01 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, sister, brother-in-law or 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.

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, STD, LTD or, if applicable, EI SUB Plan benefits. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the Employee and the Employer.
- (c) 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.
- (d) 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 twelve (12) 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 the Employee in the same position held by the Employee immediately prior to taking leave and at the same step in the pay scale or provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date such leave commenced.

- (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 twelve (12) 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. Paternity Leave

Paternity Leave of at least one (1) working day shall be granted to a male Employee to attend to matters directly related to the birth of his child. Such day shall be taken as a vacation day, a day in lieu of a paid holiday, a day in lieu of overtime or an unpaid leave of absence.

32.03 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.

32.04 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 Employer's Operations 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, on a basis of one (1) representative per one hundred (100) Members, but 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 Employer for actual salary paid to the Employee while on leave plus fifteen percent (15%) to cover cost of fringe benefits. Should the cost of the Employee's replacement be greater than the actual salary plus fifteen percent (15%), the Employer shall recover the greater amount.

32.05

Family Leave

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

32.06 General Leave of Absence

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

32.07 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 the leave without reason acceptable to the Employer shall be considered to have terminated employment.
- (c) Except as provided in Clause 32.07(d), 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.
- (d) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, STD, LTD or, if applicable, EI SUB Plan benefits, benefit plan premium payment shall be administered in the same fashion as an Employee absent due to illness.
- (e) 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.

ARTICLE 33

Salary Increments / Recognition of Previous Experience

- 33.01 A Regular Full-time Employee shall advance from Pay Step 1 to Pay Step 2 as set out in the Salary Schedule upon the completion of twelve (12) months from his anniversary date, and shall receive further Pay Step advancements, if applicable, upon the completion of twelve (12) months worked at each subsequent Pay Step in the range, unless otherwise changed by the operation of the terms of this Collective Agreement.

33.02 When a newly hired Employee, employed outside of the Auxiliary Nursing classification series, has experience satisfactory in the opinion of the Employer, the starting salary of the Employee may be adjusted.

33.03 (a) A Regular Full-time Employee's Anniversary Date shall be adjusted in the following circumstances:

(i) any period of sick leave in excess of thirty (30) calendar days; or

(ii) a layoff; or

(iii) a leave of absence without pay which is in excess of thirty (30) calendar days; or

(iv) an absence while in receipt of disability insurance or Workers' Compensation Benefits which is in excess of thirty (30) calendar days.

(b) In such circumstances, the Employee's Anniversary Date shall be adjusted by the amount of time away from work and the new Anniversary Date shall apply thereafter.

33.04 Local Conditions applicable to Local 045/006, Foothills Medical Centre Auxiliary Nursing Classifications Only

Provided not more than two (2) years have elapsed since the experience was obtained, and when a newly hired Employee employed in the Auxiliary Nursing classifications series has experience satisfactory in the opinion of the Employer, the starting salary of the Employee shall be adjusted by applying the following formula:

(a) advance starting rate to Step Two (2) if more than twenty-four (24) months, or

(b) advance starting rate to Step Three (3) if more than thirty-six (36) months, or

(c) advance starting rate to Step Four (4) if more than forty-eight (48) months, or

(d) advance starting rate to Step Five (5) if more than sixty (60) months, or

(e) if applicable advance starting rate to Step Six (6) if more than seventy-two (72) months.

33.05 Local Conditions applicable to Local 045/006, Foothills Medical Centre
Auxiliary Nursing Classifications Only

- (a) Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the Province of Alberta Health Professions Act, RSA 2000, shall be employed as a Licensed Practical Nurse.

ARTICLE 34

Supply of Uniforms

- 34.01 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.

ARTICLE 35

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

Except as modified in Article 35, all provisions of this Collective Agreement shall apply to Regular Part-time Employees:

35.01 Hours of Work (Article 20)

Amend Article 20.02 to read:

- (a) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. 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 three point eight seven five (3.875) hours worked. 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.

35.02 Overtime (Article 21)

Amend Article 21.01 to read:

Regular Part-time Employees shall be paid overtime rates as provided in Article 21.01 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; and
- (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.

35.03 Shift and Weekend Differential (Article 25)

Amend Article 25.01 to read:

For Regular Part-time Employees working outside the Auxiliary Nursing classification series, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Regular Part-time Employees working a shift four (4) hours or more of which falls within the period fifteen hundred (1500) hours and zero seven hundred (0700) hours, except that a Regular Part-time 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 25.02.

35.04 Paid Holidays (Article 26)

(i) Amend Article 26.01 to read:

- (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.

(ii) Delete Article 26.03

(iii) Delete Article 26.04

(iv) Delete Article 26.05

35.05 Annual Vacation (Article 27)

Amend Article 27.01 to read:

Vacation Entitlement for Part-time Employees

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

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

- (i) six percent (6%); or
- (ii) eight percent (8%) following eight thousand and ninety-one (8,091) regular hours of work.
- (b) Only those hours of work paid at the basic rate of pay and on a named holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized for the purposes of determining vacation pay for a Part-time Employee.

35.06 Sick Leave (Article 28)

Amend Article 28.02 (a) to read:

Regular Part-time Employees shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, prorated on the basis of the regularly scheduled hours worked by a Regular Part-time Employee in relation to the regularly scheduled hours worked by a Regular Employee, up to a maximum accumulation of nine hundred thirty (930) hours. Payment will be made only for the days they are regularly scheduled to work and cannot attend because of illness.

35.07 Salary Increments/Recognition of Previous Experience (Article 33)

- (a) 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 the Salary Schedule of this Collective Agreement.
- (b) Unless otherwise changed by the operation of the terms of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee within the same classification shall have his anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to his change in status.

ARTICLE 36

Terms, Conditions and Benefits of Employment Applicable to Temporary Employees

Except as modified by Article 36 all provisions of this Collective Agreement shall apply to Temporary Employees.

36.01 (a) A Temporary Full-time or Temporary Part-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to Full-time or Part-time Employees except as modified by:

Article 13: Probation

Article 15: Layoff

Article 16: Job Opportunities

Article 26: Paid Holidays

Article 27: Annual Vacation

Article 30: Prepaid Health Benefits

Article 32: Leaves of Absence

Article 33: Salary Increments & Recognition of Previous Experience

(b) At the time of hire, the Employer shall state in writing the expected term of employment.

(c) A Temporary Employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position.

36.02 Probation (Article 13)

Temporary Employees shall be on probation for six hundred and ten (610) hours worked. If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the provisions in Article 9. An Employee will be kept advised of their progress during the probationary period.

36.03 Layoff, Rehire and Termination (Article 15)

Amend Article 15 to read:

Termination

An Employee absent for three (3) consecutive working days without good and proper reason will be considered to have terminated employment with the Employer.

36.03 Job Opportunities (Article 16)

Amend Article 16 to include:

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

- (a) such Employee shall be elibile to apply on postings of vacancies as described in Article 1.01 (h) (1) and Article 1.01 (h) (2).
- (b) such Employee shall not be eligible to apply on postings of vacancies described in Article 1.01 (h) (3), unless the position posted commences after the expiry date of the term for which the Employee was hired.

36.04 Paid Holidays & Annual Vacation (Article 26 & Article 27)

Amend Article 26 and Article 27 to read:

- (a) 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.
- (b) 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. Temporary Employees shall be allowed up to three (3) weeks off, without pay for their vacation.

36.05 Prepaid Health Benefits (Article 30)

Amend Article 30 to read:

The provisions of Article 30 apply to Temporary Employees who are hired to replace a full-time or part-time employee who is on an approved leave of absence or who is on a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave shall be in excess of three (3) months.

36.06

Leaves of Absence (Article 32)

Amend Article 32 to read

(a) Bereavement Leave

(i) 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:

(1) In the case of a spouse (including common-law spouse), parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law, up to three (3) working days (parent, son and daughter are interpreted to include step-parents and step-children).

(2) 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.

(ii) Travel time, not exceeding two (2) days, in addition to the foregoing may be approved by the Employer.

(b) 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.

36.07

Salary Increments & Recognition of Previous Experience (Article 33)

Amend Article 33.01 to read:

(a) Salary increments shall be awarded on the completion of two thousand and twenty-two and three-quarter (2,022 3/4) hours worked in accordance with Salary Schedule of this Collective Agreement.

(b) Unless otherwise changed by the operation of the terms of this Collective Agreement, a Temporary Employee who has had a change in status to a Regular Employee within the same classification shall have his anniversary date established based on hours worked with the Employer at the salary increment level such

Employee was entitled to receive immediately prior to the Employee's change in status.

ARTICLE 37

Terms, Conditions and Benefits Applicable to Casual Employees

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

37.01 Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 16, 17, 18, 19, 25, 31, 34, 37, 39 and 40 shall apply to Casual Employees.

37.02 Probation

Amend Article 13 to read:

- (a) Casual Employees shall be on probation for six hundred and ten (610) hours worked. If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the provisions in Article 9. An Employee will be kept advised of their progress during the probationary period.
- (b) An Employee's current period of continuous service with the Employer as a Casual Employee shall be counted toward the probationary period required, 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 or in other circumstances as determined by the Employer.
- (c) Upon satisfactory completion of the probationary period, seniority shall be dated from the commencement of employment.

37.03 Seniority (Article 14)

Amend Article 14 to read:

Seniority does not apply during Casual Employment

37.04 Hours of Work (Article 20)

Amend Article 20 to read:

- (a) The provisions as outlined below apply to Casual Employees:
 - (i) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. 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.

- (ii) A paid rest period of fifteen (15) minutes will be permitted during each 3.875 hours worked. 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.
- (iii) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

37.05 Overtime (Article 21)

Amend Article 21 to read:

Casual Employees shall be paid overtime rates as provided in Article 21.01 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; and
- (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.

37.06 Call Out (Article 23)

Amend Article 23 to read:

A Casual Employee who has completed their 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-five cents (\$0.35) per kilometer from the Employee's residence to the Institution and return.

37.06 Reporting Pay (Article 24)

Amend Article 24 to read:

In the event that a Casual 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 the Employee shall be compensated for the inconvenience by receiving four (4) hours' pay at the Basic Rate of Pay.

37.07 Paid Holidays and Annual Vacation (Article 26 & Article 27)

Amend Article 26 and Article 27 to read:

- (a) Casual 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.

- (b) Casual 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. Casual Employees shall be allowed up to three (3) weeks off, without pay for their vacation.

37.08 Workers' Compensation (Article 29)

Amend Article 29 to read:

The provisions of Article 29.01 shall apply to Casual Employees.

37.09 Leaves of Absence (Article 32)

Amend Article 32 to read:

Casual Employees will be entitled to time-off without pay in lieu of Bereavement Leave pursuant to Article 32.01.

37.10 Salary Increments & Recognition of Previous Experience (Article 33)

Amend Article 33 to read:

- (a) Salary increments shall be awarded on the completion of two thousand and twenty-two and three-quarter (2,022 3/4) hours worked in accordance with Salary Schedule of this Collective Agreement.
- (b) Unless otherwise changed by the operation of the terms of this Collective Agreement, a Casual Employee who has had a change in status to a Regular Employee within the same classification shall have his anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to the Employee's change in status.
- (c) When a newly hired Employee, employed outside of the Auxiliary Nursing classification series, has experience satisfactory in the opinion of the Employer, the starting salary of the Employee may be adjusted.
- (d) Local Conditions applicable to Local 045/006, Foothills Medical Centre Auxiliary Nursing Classifications Only [33.04]

Provided not more than two (2) years have elapsed since the experience was obtained, and when a newly hired Employee employed in the Auxiliary Nursing classifications series has experience satisfactory in the opinion of the Employer, the starting salary of the Employee shall be adjusted by applying the following formula:

- (i) advance starting rate to Step Two (2) if more than twenty-four (24) months, or
 - (ii) advance starting rate to Step Three (3) if more than thirty-six (36) months, or
 - (iii) advance starting rate to Step Four (4) if more than forty-eight (48) months, or
 - (iv) advance starting rate to Step Five (5) if more than sixty (60) months, or
 - (v) if applicable advance starting rate to Step Six (6) if more than seventy-two (72) months.
- (e) Local Conditions applicable to Local 045/006, Foothills Medical Centre Auxiliary Nursing Classifications Only [33.05]
- (i) Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the Province of Alberta Health Professions Act, R.S.A.2000, shall be employed as a Licensed Practical Nurse.

ARTICLE 38

Pension Plan

38.01 Eligible Employees shall participate in the Local Authorities Pension Plan.

38.02 The Employer shall make available to all eligible Employees copies of the Local Authorities Pension Plan information booklets.

ARTICLE 39

Term of Collective Agreement

39.01 This Collective Agreement shall take effect as of the date of signing and shall remain in full force and effect until March 31, 2005, and from year to year thereafter unless notice is served by either party pursuant to the Code.

39.02 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.

39.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase

in wages, which the Employee would have received but for the termination of employment, upon 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.

39.04 Unless otherwise specified all benefits granted pursuant to this Collective Agreement shall be effective from the date of signing.

ARTICLE 40

Notice

40.01 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 Union to:

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

and in the case of the Employer to:

Executive Director, Human Resources Operations
Calgary Health Region
10101 Southport Rd. SW
Calgary, Alberta
T2W 3N2

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

On behalf of the CALGARY REGIONAL
HEALTH AUTHORITY

On behalf of the ALBERTA UNION
OF PROVINCIAL EMPLOYEES,
LOCAL 095 AND LOCAL 045/006

Dan MacLennan, President

Witness

Reynold Morgan, Chair, Local 095

Witness

Date: _____

Date: _____

Salary Schedule

General Services

Pay Grade Classification		Effective Date	Pay Steps	
			1	2
G1	Aide I	01-Apr-02	12.11	13.21
		01-Apr-03	12.47	13.60
G2	Aide II	01-Apr-02	12.72	13.88
		01-Apr-03	13.10	14.30
G3	Aide III	01-Apr-02	13.25	14.45
		01-Apr-03	13.65	14.88

Material & Supply Services

Pay Grade Classification		Effective Date	Pay Steps	
			1	2
MS1	Porter	01-Apr-02	13.25	14.45
		01-Apr-03	13.65	14.88
MS2	Stores Attendant Driver I	01-Apr-02	13.95	15.56
		01-Apr-03	14.36	16.03

Supervisory

Pay Grade Classification		Effective Date	Pay Steps	
			1	2
S1	Working Supervisor	01-Apr-02	14.93	16.38
		01-Apr-03	15.38	16.87

Data Processing

Pay Grade Classification	Effective Date	Pay Steps	
		1	2
DP4 Programmer I	01-Apr-02	16.67	18.56
	01-Apr-03	17.17	19.12
DP5 Computer Operator III	01-Apr-02	19.07	21.28
	01-Apr-03	19.65	21.92
DP6 Computer Operator IV	01-Apr-02	21.46	23.92
	01-Apr-03	22.10	24.64

Technical

Pay Grade Classification	Effective Date	Pay Steps				
		1	2	3	4	5
T1 Surgical Processor	01-Apr-02	13.26	13.73	14.14	14.63	15.13
	01-Apr-03	13.66	14.14	14.57	15.07	15.59
T4A Data Coordinator	01-Apr-02	14.54	15.54	16.55	17.54	18.54
	01-Apr-03	14.98	16.00	17.04	18.07	19.10
T5 Therapy Assistant - - Physiotherapy - Occupational - Recreational	01-Apr-02	15.46	16.84			
	01-Apr-03	15.93	17.34			
T5A Audiology Tech Asst.	01-Apr-02	15.89	17.72			
	01-Apr-03	16.37	18.25			

Engineers

Pay Grade	Classification	Effective Date	Pay Steps	
			1	2
E1	4th Class Engineer	01-Apr-02	18.20	20.00
		01-Apr-03	18.75	20.60
E2	3rd Class Engineer	01-Apr-02	19.97	21.94
		01-Apr-03	20.57	22.60
E3	2nd Class Engineer	01-Apr-02	22.51	24.63
		01-Apr-03	23.18	25.37
E4	Plant Operator	01-Apr-02	23.69	26.04
		01-Apr-03	24.40	26.82

Maintenance

Pay Grade	Classification	Effective Date	Pay Steps	
			1	2
M1	Maintenance Worker I	01-Apr-02	13.09	14.41
		01-Apr-03	13.49	14.85
M2	Maintenance Worker II	01-Apr-02	15.06	16.60
		01-Apr-03	15.51	17.10
M3	Maintenance Worker III	01-Apr-02	17.68	19.44
		01-Apr-03	18.21	20.02
M5	Machinist Planning Technologist	01-Apr-02	19.41	21.65
		01-Apr-03	19.99	22.30

Trades

Pay Grade Classification	Effective Date	Pay Steps	
		1	2
TR1 Mechanic Painter I Locksmith	01-Apr-02	21.11	23.25
	01-Apr-03	21.75	23.95
TR3 Carpenter	01-Apr-02	22.18	24.21
	01-Apr-03	22.85	24.94
TR5 Electrician Plumber Welder Instrument Tech I (mechanic) Refrigeration Mechanic Millwright Electronic Tech I	01-Apr-02	23.25	25.40
	01-Apr-03	23.95	26.16
TR7 Instrument Tech II Electronic Tech II	01-Apr-02	23.86	26.41
	01-Apr-03	24.57	27.20
TR8 Instrument Tech III Electronic Tech III	01-Apr-02	26.25	29.03
	01-Apr-03	27.04	29.90

Clerical

Pay Grade Classification	Effective Date	Pay Steps		
		1	2	3
C1 Clerk I Receptionist Typist I	01-Apr-02	12.83	13.92	15.01
	01-Apr-03	13.22	14.34	15.46
C2 Clerk II Typist II	01-Apr-02	13.48	14.60	15.72
	01-Apr-03	13.88	15.04	16.19

Pay Grade Classification		Effective Date	Pay Steps		
			1	2	3
C3	Unit Clerk	01-Apr-02	14.15	15.31	16.46
	Switchboard Operator	01-Apr-03	14.58	15.77	16.96
	Clerk III				
	Secretary I				
	Medical/Clinical Typist III				
C4	Clerk IV	01-Apr-02	14.93	16.09	17.25
	Secretary II	01-Apr-03	15.38	16.57	17.77
C4A	Medical	01-Apr-02	15.34	16.32	17.31
	Transcriptionist	01-Apr-03	15.80	16.81	17.83
C5	Secretary III	01-Apr-02	15.81	17.37	18.93
	Clerk V	01-Apr-03	16.28	17.89	19.50
C6	Secretary IV	01-Apr-02	16.46	18.63	20.79
		01-Apr-03	16.96	19.18	21.41

Financial Services

Pay Grade Classification		Effective Date	Pay Steps				
			1	2			
F1	Buyer Assistant	01-Apr-02	17.63	19.67			
		01-Apr-03	18.16	20.26			
Pay Grade Classification		Effective Date	Pay Steps				
			(start)	(after 6 mos)	(after 12 mos)	(after 18 mos)	(after 24 mos)
F2	Financial Analyst	01-Apr-02	19.58	20.39	21.14	21.92	22.73
		01-Apr-03	20.17	21.01	21.78	22.58	23.42

Pay Grade Classification		Effective Date	Pay Steps	
			1	2
F4	Buyer	01-Apr-01	23.08	25.51
		01-Apr-03	23.77	26.28

Auxiliary Nursing

Pay Grade Classification		Effective Date	Pay Steps							
			1	2	3	4	5	6	7	8
AN1	Nursing Attendant	01-Apr-02	11.63	12.24	12.64	13.02	13.44	13.75		
		01-Apr-03	11.98	12.61	13.02	13.41	13.84	14.16		
AN1	Nursing Attendant (with Ed. Allowance)	01-Apr-02	11.63	12.24	12.64	13.02	13.44	13.75	14.15	14.58
		01-Apr-03	11.98	12.61	13.02	13.41	13.84	14.16	14.57	15.02
AN2	LPN	01-Apr-02	15.15	15.80	16.43	17.08	17.72	18.34		
		01-Apr-03	15.60	16.27	16.92	17.59	18.25	18.89		
AN3	OR Technician	01-Apr-02	15.87	16.55	17.22	17.89	18.63	19.24		
		01-Apr-03	16.35	17.05	17.74	18.43	19.19	19.82		

Laboratory

Pay Grade Classification		Effective Date	Pay Steps					
			1	2	3	4	5	6
LAB1	Laboratory Assistant I	01-Apr-02	13.23	13.99	14.90	15.32	15.95	16.82
		01-Apr-03	13.63	14.41	15.35	15.78	16.43	17.32
LAB2	Laboratory Assistant II	01-Apr-02	14.39	15.12	15.84	16.55	17.27	17.99
		01-Apr-03	14.83	15.58	16.31	17.04	17.79	18.53

1. Each year of the Collective Agreement, the Employer will pay each Employee in Housekeeping Services and Food and Nutrition Services, an amount equal to one percent (1%) of their paid hours for the payment period. The payment will be divided into two (2) equal installments, referred to as payment periods, with the first payment period of April 1, 2002 to September 30, 2002 to be paid to Employees on the payroll on the date of ratification of this Collective Agreement.
2. The Employer will not contract out any position in Housekeeping Services or Food and Nutrition Services for the term of this Collective Agreement. This ban on contracting out expires on March 31, 2005.

Housekeeping

Pay Grade	Classification	Effective Date	Pay Steps	
			1	2
G1	Aide I (Housekeeping)	01-Apr-02	11.64	12.70
		01-Apr-03	11.64	12.70

Food and Nutrition Services

Pay Grade	Classification	Effective Date	Pay Steps	
			1	2
G1	Aide I	01-Apr-02	11.64	12.70
		01-Apr-03	11.64	12.70
G2	Aide II	01-Apr-02	12.23	13.35
		01-Apr-03	12.23	13.35
G3	Aide III	01-Apr-02	12.74	13.89
		01-Apr-03	12.74	13.89
T6	Cook I	01-Apr-02	14.92	16.43
		01-Apr-03	14.92	16.43
T7	Baker Cook II	01-Apr-02	16.91	18.85
		01-Apr-03	16.91	18.85
CD1	Cashier-Dietary	01-Apr-02	12.96	14.42
		01-Apr-03	12.96	14.42

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Article 19.05 - Extended Red Circling

A Regular Employee red-circled prior to March 31, 2001 shall, while employed in that position, continue to receive the "red-circled" basic rate of pay until the basic rate of pay for the classification is equal to or greater than the "red-circled" basic rate of pay, or for a period of twenty-four (24) months, whichever is earlier, at which time the Employee will then receive the basic rate of pay for the classification to which the position is allocated.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Article 28: Sick Leave in excess of 120 days

The Parties hereby agree to the following:

1. Regular Full Time Employees who are employed with the Employer as of July 8, 1998 and who have accrued sick leave in excess of one hundred and twenty (120) days as of July 8, 1998, will:
 - (i) cease to accrue sick leave and,
 - (ii) maintain their current sick leave balance,until such time as the Regular Full Time Employee's sick leave balance falls below 120 days
2. When the Regular Full-time Employee's sick leave balance falls below one hundred and twenty (120) days, the Employee will:
 - (i) begin to accrue sick leave, as per Article 28 - Sick Leave, up to the one hundred and twenty (120) day maximum.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Article 29 - Employees Currently on Workers' Compensation

The Parties agree that all Regular Employees receiving Workers' Compensation top-up as of November 27, 1997, will continue to receive sick benefits top-up according to the following:

1. If an Employee sustains an injury in the course of his duties and is eligible for Workers' Compensation therefore, 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 the Employee 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.
2. When the Employee returns to work from Workers' Compensation, they will revert to the terms and conditions of the Workers' Compensation Article in the current Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Severance for Contracting Out and Technological Change

Purpose

1. The Parties agree that the primary purpose of the Severance Program (the Program) is to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and to ensure quality and continuity of services. Severance is one of the human resources management tools to assist with contracting out and technological change.
2. Contracting Out
 - 2.1 The Parties recognize the important contribution the Employees 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, ninety (90) days 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.
 - 2.2 In the event of an adjustment, as outlined in 2.1, 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.

Severance Offering and Eligibility

3. The Program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2005.
4. (a) Severance will be offered only as a result of contracting out and technological change that results in the permanent reduction in the number of Regular Employees within the bargaining unit.
(b) Employees on full layoff will not be eligible to apply for the Program

- (c) The timing and extent of application periods and of the offering will be determined by the Employer.
5. The Program, when offered by the Employer, will be open to all eligible Regular Employees within the bargaining unit as of the date of the Program offering. An approved severance will be calculated as follows:
- The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
 - Regular salary = (regularly scheduled hours of work as at date of application for the program) x (Basic Rate of Pay).
 - Partial years will be pro-rated.

Severance Approval

6. (a) Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
- (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the permanent Employees full time equivalency or a comparable full time equivalency.
- (c) The Employer reserves the right to determine the date of termination and once approved, the decision to take severance and terminate employment is irrevocable.

Operation of the Program

7. The Employer will only consider a severance application from an Employee on sick leave, WCB, STD or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
8. Regular Employees whose applications for the Program are approved will terminate their employment and have no right to recall under the layoff and recall article of the Collective Agreement.
9. (a) Employees whose application for severance are approved will not be eligible for rehire by this Employer or any Employer or agency funded directly or indirectly by the Employer paying the severance for the period of the severance.
- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom the severance was received the difference, if any, between the date they were terminated and the length of time for which the severance was paid.

10. Severance shall be provided at the request of the Employee as:

- a lump sum;
- contribution to an RRSP of the Employee's choice;
- any combination of the above; or
- other provisions as agreed by the Employer and the Employee

This Letter of Understanding shall expire on March 31, 2005.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Modified Hours of Work - Power Plant Employees

The Parties agree to the following:

Within sixty (60) calendar days of ratification of this Collective Agreement, the Parties agree to establish a modified hours of work agreement for Power Plant Employees.

This Agreement will provide no loss or gain in Employee entitlement to terms and conditions contained within this Collective Agreement and will be developed pursuant to Article 20.06 of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Joint Discussions

In an effort to promote the effective delivery of health care services and job security of Regular Employees, the Parties agree as follows:

Upon ratification of this Collective Agreement, either Party may request to meet, and upon such request the Parties shall meet to discuss any of the following issues:

- (i) Employees being assigned work at any site throughout the Calgary Health Region;
- (ii) transferring Employees between sites;
- (iii) multiple positions.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Optional Mediation

The Parties agree to the following:

In an effort to avoid arbitration the Parties may mutually agree to the following process for non-binding mediation:

1. After receipt of the decision from the Executive Director or Designate(s), under Step III, either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
2. The Mediator shall be appointed by mutual agreement between the Parties.
3. The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
4. The expenses of the Mediator shall be equally borne by both Parties.
5. The grievance may be resolved by mutual agreement between the Parties.

This Letter of Understanding shall expire on March 31, 2005.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Apprenticeship

1. When an apprenticeship is offered to an Employee, the rate of pay shall be either:
 - (a) Year 1: Sixty percent (60%) of the applicable journeyman Basic Rate of Pay;
Year 2: Seventy percent (70%) of the applicable journeyman Basic Rate of Pay;
Year 3: Eighty percent (80%) of the applicable journeyman Basic Rate of Pay; and
Year 4: Ninety percent (90%) of the applicable journeyman Basic Rate of Pay; or
 - (b) a Basic Rate of Pay that is mutually agreeable to the Employer and the Union.
2. When an apprentice is on an approved leave of absence for educational reasons related to the apprenticeship program, the cost-sharing for health benefits shall continue.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Administration of Educational Allowance

The Parties agree as follows:

1. This Letter of Understanding shall be applicable to an Employee who is employed as a Nursing Attendant in Paygrade AN1.
2. For the purpose of determining an Employee's access to an educational allowance pay step, the Employer shall recognize the following courses or certificates, or equivalencies, as determined by the Employer, from bona fide post-secondary institutions, supported by proof submitted by the Employee:
 - (a) Personal Care Attendant (PCA);
 - (b) Personal Support Aide (PSA)
 - (c) Graduate Practical Nursing (GPN).
 - (d) completion of the second year requirements under the BScN
3.
 - (a) An Employee who has successfully completed a recognized course or certificate, as outlined in Point 2 above for which no increment adjustment has been granted, shall upon provision of proof of qualifications to the Employer, be moved on increment July 1, 2003.
 - (b) Regular Full-time Employees, as detailed in 3 (a) above, shall have their anniversary date, for the purpose of an annual increment, changed to July 1, 2003.
 - (c) Part-time and Casual Employees, as detailed in 3 (a) above, who advance an increment shall be entitled to a further increment following the completion on one thousand eight hundred and thirteen point five (1813.5) hours worked July 1, 2003.
4. If a new Employee is hired into the classification outlined in Point 1 above, on or after the date of ratification, and the new employee has successfully completed one or more recognized courses or certificates as outlined in Point 2 above, upon provision of proof of qualifications to the Employer, such course work shall be recognized as one (1) yearly unit of previous experience, pursuant to Article 33.

5. (a) An Employee who, during the term of this Collective Agreement, successfully completes one or more recognized courses or certificates as outlined in Point 2 above, shall be moved one increment. Such increment shall be paid from the date the Employee provides proof of qualifications to the Employer or from July 1, 2003, whichever is the later.
- (b) For Regular Full-time Employees, the date as determined by 5 (a) above shall become the Employee's anniversary date for increment purposes.
- (c) Part-time and Casual Employees shall be entitled to a further increment following the completion of one thousand eight hundred and thirteen point five (1813.5) hours worked from the date determined by 5 (a) above.
6. An Employee shall be eligible for a maximum of one increment increase in the application of this Letter of Understanding.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Local 095/004)

Re: Alberta Children's Hospital Classification Review – Extended Red Circling

Further to the classification review conducted at the Alberta Children's Hospital for which the Basic Rates of Pay were established April 1, 1998, the Parties agree to the following:

An Employee who through the classification review had their position allocated to a classification which had an end rate which was lower than the Employee's current Basic Rate of Pay, shall continue to receive his previous Basic Rate of Pay until:

- (a) The Basic Rate of Pay for the lower paid classification is equal to or greater than the Employee's previous Basic Rate of Pay.
- (b) At which time, the Employee will then receive the Basic Rate of Pay for the classification to which the position is allocated.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Joint Committee to Review Food and Nutrition and Housekeeping Services Fiscal Issues

The Parties agree to the following:

1. In order to address the fiscal issues in Food and Nutrition and Housekeeping Services, the Parties will undertake a review to explore alternate service delivery models and methods for the purpose of cost reduction, cost avoidance and revenue generation.
2. A Joint Committee will be established during the term of this Collective Agreement. Either Party may request to meet and upon such request the Parties shall meet to commence the review.
3. The Joint Committee will have the authority to:
 - Establish terms of reference for the review
 - Review, investigate and encourage discussions which result in an improved understanding of all Parties regarding the fiscal issues and potential solutions.
 - To make recommendations to the Calgary Health Region.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Salary Schedule Re-Opener

The Parties agree to open for renegotiation the Salary Schedule for rates effective March 31, 2004, for all paygrades except: G1, G2, G3 in Housekeeping and Food Services and paygrades T6, T7, and CD1.

Either Party may, not less than sixty (60) days and not more than one hundred and twenty (120) days preceding March 31, 2004 or within any longer period that may be mutually agreed to by the Parties, by notice in writing, require the other Party to the Collective Agreement to commence bargaining on the Salary Schedule Re-opener. If the Parties are unable to reach agreement as a result of the Negotiations noted above, the Voluntary Interest Arbitration provisions of the Alberta Labour Relations Code shall apply.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Medical Transcriptionists

The Parties agree that the hourly rates for the Medical Transcriptionist classification will be altered for the duration of this Collective Agreement to reflect current recruitment and retention difficulties.

The salary level for the classification Medical Transcriptionist will be as follows:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Medical Transcriptionist	\$15.42	\$17.43	\$19.45

These changes shall be effective on April 1, 2002.

The negotiated general increase will be applied to these rates effective April 1, 2003, and April 1, 2004.

It is agreed that this alteration in pay is not a reclassification.

This Letter of Understanding shall expire and be null and void as of March 31, 2005, or upon date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: The Inclusion of Lorne McGee to the Bargaining Unit

Lorne McGee will be included in the AUPE Bargaining Unit, Local 055 as of December 12, 1991. The terms and conditions of Lorne's employment will be covered by the Collective Agreement, however, Lorne's rate of pay will remain as his current annual salary and Lorne will continue to receive the benefits and vacation entitlement he previously received, until such time as any applicable benefit in the Collective Agreement exceeds that benefit that Lorne is receiving, then the greater benefit shall apply. Lorne will have Union dues deducted from his salary at the normal rate from the date of his inclusion. Lorne will receive any future pay increases identical to those received by the classification of Maintenance Worker II (translated into percentage terms).

Lorne's position (Resident Caretaker) will not be included in the classifications in the Collective Agreement. When lorne retires, or otherwise leaves this position, the position will be reviewed and classified appropriately.

This agreement replaces the agreement signed on December 5, 1991, and applies only to Lorne McGee and the Parties agree this letter will set no precedent for the resolution of any other differences or dispute.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Locals 095/001, 095/002, 095/003, 095/005 and 045/006)

Re: Power Plant Operators Market Adjustment

Whereas, the Parties recognize the market conditions which currently exist in the recruitment and retention of Plant Operators, and the need to provide for appropriate staffing levels in the Power Plant at the Foothills Medical Centre:

The Parties agree that:

1. The effective Basic Rate of Pay for Plant Operators, effective April 1, 2002, will be:
Pay Step 1 \$26.42
Pay Step 2 \$29.05
2. The negotiated general increase will be applied to these rates effective April 1, 2003, and April 1, 2004.

This Letter of Understanding shall expire and be null and void as of March 31, 2005 or upon date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of AUPE, Local 095/004 - Alberta Children's Hospital)

Re: Alberta Children's Hospital Flex Time Agreement

1. Purpose

To meet the operational issues of the organization and provide Members of the AUPE, Local 095/004 the flexibility to utilize the most efficient means in providing service to their Department/service/program.

2. Application

(a) Participation in this Letter of Understanding is only applicable where the Employer determines operational feasibility.

(b) The Parties agree that Regular and Temporary Employees within the Local 095/004 Bargaining Unit employed at the Alberta Children's Hospital at the date of signing of this Letter of Understanding shall have an opportunity to participate in flex time accrual in accordance with Article 20.06.

All Employees interested in participating in flex time accrual shall indicate their consent in writing within thirty (30) days of the date of signing of this Letter of Understanding.

A list of Employees participating in flex time accrual shall be forwarded to AUPE Local 095/004 within sixty (60) days of signing of the agreement.

(c) New Employees

At the time of hire, new Regular and Temporary Employees hired by the Alberta Children's Hospital into positions within the scope of AUPE Local 095/004 Bargaining Unit shall be advised of the opportunity to participate in flex time accrual in accordance with the conditions set out in this Letter of Understanding.

All new Employees interested in participating in flex time accrual shall indicate their consent in writing within thirty (30) days of their first day of work with the Alberta Children's Hospital.

The names of newly hired Employees participating in flex time accrual shall be forwarded forthwith to Local 095/004.

3. Process

Accrual of Flex Time

All flex time accrued shall be accrued at straight time up to nine point seven five (9.75) hours per day. Flex time accrual shall be authorized by the Employer and must be operationally feasible. In the event that flex time arises due to unforeseeable circumstances in which it is impossible to obtain prior authorization, the Employer shall not unreasonably deny such request for flex time accrual.

Flex time shall be taken as time off in lieu at straight time. The scheduling of time off in lieu is subject to mutual agreement between the Employer and the Employee.

Maximum Work Day

Nine point seven-five (9.75) hours per day shall be used as the maximum hours worked prior to overtime being paid. Employees working in excess of seven point seven five (7.75) hours per day may accrue flex time up to maximum of two hours per day. All hours worked in excess of nine point seven five (9.75) hours per day shall be paid at the appropriate rate of overtime exclusive of meal periods, if taken.

Maximum Bank Of Flex Time

A Regular or Temporary Full-time Employee's maximum flex time bank will not exceed twenty-three point two-five (23.25) hours. For Regular and Temporary Part-time Employees the maximum flex time bank will be prorated based on the regular hours of work. Once the maximum hours have been reached, all additional hours worked shall be paid at the applicable overtime rates as per Articles 21.01 (a) (c), 21.04, 24.05, 21.07, and 35.02 (a) (b).

Shift and Weekend Differential

In instances where a Regular or Temporary Full-time/Part-time Employee is specifically directed by management to work hours beyond their regular scheduled shift, shift and weekend differential shall apply as per Articles 25.01, 25.02, and 35.03 in the Collective Agreement.

4. Mandatory Overtime

In instances where a Regular or Temporary Full-time/Part-time Employee is specifically directed by Management to work hours in excess of seven point seven five (7.75) hours per day or is directed by Management to work on scheduled days of rest, overtime rates specified in Articles 21.01 shall be applicable.

In instances where a Regular Part-time Employee is specifically directed by Management to work hours in excess of seven point seven five (7.75) hours per

day or in excess of seventy-seven point five (77.50) hours in any two (2) week period, overtime rates specified in Article 35.02 (a) (b) shall be applicable

5. Termination of Participation by an Employee and/or the Employer

An Employee who wishes to terminate participation in this flex time arrangement shall give the Employer thirty (30) days written notice of the intent to opt out. In the event the Employer wishes to terminate the participation of an Employee or a group of Employees due to operational requirements, the Employer shall give the Union and affected Employee(s) thirty (30) days written notice of such termination of participation. Upon the issuance of such notice, the Employer and Employee will then meet to determine when hours remaining in the flex time bank will be used. In the event that mutual agreement can not be reached with respect to such usage, all banked flex hours shall be paid out at straight time at the end of the notice period.

In the event that an Employee, participating in this Letter of Understanding, terminates his employment with the Alberta Children's Hospital (but not necessarily the Calgary Health Region), all banked flex hours shall be paid out at straight time, upon termination.

5. Term of Agreement

Either Party may terminate this Letter of Understanding, by providing to the other Party thirty (30) days notice in writing of such intent.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

AUPE FLEX TIME PROCESS

1. Each Employee participating in flex time must complete a weekly time sheet indicating all hours worked to be accumulated for the flex time purposes.
2. On a weekly basis forms must be handed into the Manager for time sheet completion.
3. The timekeeper will code the time sheets (AO3) for any time absent where flex time is being taken in lieu of flex time earned.
4. The Manager will adjust the carry over totals for flex time as arrangements are made for each Employee participating in flex time.
5. When an Employee accumulates flex time hours within the flex time periods eligible for shift differentials and/or weekend premiums, the eligible hours should be indicated on the time sheet to ensure the employee receives the appropriate premium pay.

Example A

An Employee working 9.75 hours (13:00 to 23:15 on a Friday), shall be coded 7.75 hours regular, 7.75 hours shift differential, 7.75 hours weekend differential and 2 hours banked flex time.

Example B

If the Employee is mandated to work the additional 2 hours as overtime, he/she shall be coded 7.75 hours regular, 9.75 hours shift differential, 8.25 hours weekend differential and 2 hours overtime (11/2x).

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Health Benefits - Article 30

The Parties agree to the following:

Within sixty (60) days of ratification either Party may request to meet and upon such request shall meet to:

- review, investigate and encourage discussions with a goal of improving understanding of Health benefits for the Parties to this Agreement.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

CALGARY HEALTH REGION

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Implementation of the Clerical Salary Grid

The Parties agree to the following:

Employees in the Clerical Group as listed in the Salary Schedule shall be placed on the new clerical grid as follows:

1. Employees shall be placed in the paystep that has a Basic Rate of Pay that provides at least a four percent (4%) increase to her Basic Rate of Pay; and
2. An Employee shall be eligible to advance to paystep 3 when the Employee has,
 - (a) in the case of a Full-time Employee, completed one (1) full year of service at paystep 2, and
 - (b) in the case of a Part-time or Casual Employee, completed two thousand and twenty-two point seven five (2022.75) regular hours worked at paystep 2.
3. For increment purposes:
 - (a) in the case of a Full-time Employee, the anniversary dates shall remain unchanged as a result of this letter, and
 - (b) in the case of a Part-time or Casual Employee hours worked at the present paystep will be credited towards advancement of their next paystep.

This Letter of Understanding shall expire on March 31, 2005.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Kim LeBlanc, Senior Consultant,
Employee Relations

Dan MacLennan, President

Date: _____

Date: _____