

L.C.

MULTI EMPLOYER
COLLECTIVE AGREEMENT
BETWEEN THE
PROVINCIAL HEALTH AUTHORITIES OF ALBERTA
(on behalf of the Employers listed in Appendix A)
AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of the Bargaining Units listed in Appendix B)
EXPIRES MARCH 31, 2004

GENERAL SUPPORT SERVICES

AUPE Facility GSS

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Collective Agreement made this 16 day of May 3, 2003.

BETWEEN:

The Employers listed in Appendix A
(the "Employer")

- and -

The Alberta Union Of Provincial Employees
(the "Union")
on behalf of those bargaining units listed in Appendix B

PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent health services, it is the intent of the Parties to:

- (a) ensure the provisions of the best possible service and care;
- (b) protect and promote the interests of clients, Employees and the community;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (e) respect the contribution of Employees providing health services.

NOW THEREFORE this Collective Agreement witnesses:

ARTICLE 1

TERM OF THE COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated, this Collective Agreement shall be in force and effect from date of ratification (May 16, 2003) up to and including March 31, 2004, unless altered by the mutual consent of both parties.
- 1.02 Either the Employer or the Union shall, not less than sixty (60) calendar days or more than one hundred and twenty (120) calendar days prior to the expiry date of the Agreement, give notice in writing of its desire to terminate or amend this Collective Agreement.
- 1.03 When either Party serves notice of desire to amend the Collective Agreement in accordance with Article 1.02, the Negotiating Committees shall exchange any proposed amendments at commencement of negotiations.
- 1.04 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been ratified.
- 1.05 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to the Chief Executive Officer or designate of the Regional Health Authority and in the case of the Union to:

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

ARTICLE 2

DEFINITIONS

- 2.01 Feminine gender shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.02 "Arbitration" shall take meaning from the section of the Code dealing with the resolution of a difference.

- 2.03 "Bargaining unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate or the Voluntary Recognition Agreement.
- 2.04 "Basic rate of pay" shall mean the incremental step in Salaries Schedule "A" applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Chapter" means those Chapters of The Alberta Union of Provincial Employees listed in Appendix B.
- 2.06 "Code" means the *Labour Relations Code*, as amended from time to time.
- 2.07 "Continuous service" shall mean the period of employment commencing on the latest date of employment for an Employee within the bargaining unit that is not interrupted by termination or dismissal.
- 2.08 An "Employee" shall mean a person in one (1) of the job classifications listed in Salaries Schedule "A" while employed by the Employer and designated into one of the following categories:
- (a) "Regular Employee" is one who works on a Full-time or Part-time basis;
 - (b) "Full-time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 14 (Hours of Work);
 - (c) "Part-time Employee" shall mean an Employee who is scheduled to work, but whose hours of work are less than those specified in the Hours of Work Article for Full-time Employees;
 - (d) "Temporary Employee" is one who is hired on a temporary basis for a Full-time or Part-time position;
 - (i) for a particular project of more than three (3) months but less than twelve (12) months; or
 - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

If the Employer utilizes the provisions of Article 2.08(d)(i) the Employer will notify the Union in writing of the name of the Temporary Employee and the details of the project.

The twelve (12) **month** time limit referred to in Article 2.08(d)(i) may be extended by mutual agreement between the Employer and the Union.

(e) "Casual Employee" shall mean **an** Employee who is not scheduled and works on a call in basis or to fill a position made available as a result of sickness, injury, vacation or a named holiday, the duration of which is three (3) months or less.

2.09 "Employee status" shall mean the Full-time, Part-time, Temporary or Casual capacity that **an** Employee is employed in.

2.10 "Employer" shall mean and include such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operations and management of the business.

2.11 "Local" shall mean those Locals of The Alberta Union of Provincial Employees listed in Appendix B.

2.12 "Shift" shall mean a daily tour of duty of not less than three (3) consecutive hours, excluding overtime hours. The first (1st) shift of the day shall be that shift in which the majority of hours fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

2.13 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.

2.14 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

2.15 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.

ARTICLE 3

UNION RECOGNITION

3.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement.

- 3.02 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.
- 3.03 Except as expressly permitted by the Collective Agreement, there shall be no Union activities on Employer time or on Employer property without the prior permission of the Employer.
- 3.04 New Employees shall be given a Union orientation of not more than forty-five (45) minutes by the Union at the Employer's orientation for new Employees. This orientation shall be on the Employer's time and the Union shall conduct such orientation during the forty-five (45) minutes.
- 3.05 (a) The Employer shall provide a bulletin board in a reasonably accessible location. The Local will be permitted to post notices of meetings and other items on such boards. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.
- (b) Where available, the Employer shall permit the Union to access and utilize the internal electronic mail system for communicating notices of meetings and other such notices which may be of reasonable interest to Employees. The Union shall provide copies of notices to the Employer, as the Employer reserves the right to require notices objectionable to the Employer be removed from the internal electronic mail system.
- 3.06 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or by the Union at the Employee's orientation.
- 3.07 Employees shall be permitted to wear a pin representative of their Union during all hours of employment.
- 3.08 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for the 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 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 4

APPLICATION

- 4.01 This Collective Agreement shall apply to all Employees of the bargaining units listed in Appendix A and shall not be changed after the effective date hereof, except by mutual agreement of the Parties.
- 4.02 Employees shall be compensated in accordance with the schedule of basic rates of pay, as set out in Salaries Schedule "A", be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 4.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 4.04 Where a difference arises out of a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall supersede the policies, regulations, guidelines or directives.
- 4.05 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.

ARTICLE 5

DUES DEDUCTION

- 5.01 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;
 - (c) Membership in the Union shall be voluntary on the part of each Employee. All Employees covered by this Agreement who are members of the Union or who, in the future, decide to become

members of the Union shall maintain their membership in the Union during the life of this Agreement.

- 5.02 The Employer shall deduct from the gross earnings (exclusive of disability benefits) of each Employee covered by this Collective Agreement, monthly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Union or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the amounts of Union dues deducted and gross earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.
- 5.03 For the purposes of this Article, "gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the change.
- 5.05 Except where an Employee requests otherwise in writing, the Employer shall provide to the Union, on at least a quarterly basis, a listing(s) of Employees specifying the Employee's name, home address, home phone numbers, seniority date, classification, Employee status and hourly rate.
- 5.06 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.
- 5.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the administration of this Article.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;

- (b) make, alter, and enforce, from time to time, rules and regulations to be observed by **an** Employee which are not in conflict with any provision of this Collective Agreement;
- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (d) hire, promote, transfer, layoff and recall;
- (e) demote, discipline, suspend or discharge for just cause.

6.03 The Employer will provide a copy of all Human Resource policies to the Union.

6.04 The Employer shall exercise its rights in a manner which is consistent with the terms of this Collective Agreement.

ARTICLE 7

NO DISCRIMINATION

7.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual preference, marital status, physical or mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

7.02 Article 7.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

ARTICLE 8

STAFF DEVELOPMENT AND MEETINGS

8.01 The Parties to this Collective Agreement recognize the value of continuing staff development for Employees and that the responsibility for such continuing staff development lies not only with the individual but also with the Employer. For the purposes of this Article, the term "staff development" includes orientation, acquisition and maintenance of

essential skills and other programs, which may be approved by the Employer.

- 8.02 (a) **An Employee** who is required by the Employer to attend staff development activities on a regularly scheduled day of rest shall be:
- (i) paid at the applicable rate of pay for the hours spent travelling to and from and attending such training course, seminar or staff meeting; or
 - (ii) granted equivalent time off in lieu at some other mutually agreeable time, or if impractical, the Employee shall be paid in accordance with Article 8.02 (a)(i).
- (b) An Employee who is required to attend staff development activities on a regularly scheduled day of work shall be paid for all hours, inclusive of travel time at the applicable rate of pay.
- (c) An Employee who is required by the Employer to attend staff development training activities, courses, seminars, or staff meetings, shall be entitled to the provisions of Article 24 (Transportation) if applicable and shall be reimbursed for any required course materials and registration fees.
- 8.03 Opportunities for staff development, training and educational opportunities shall first be offered to Regular Employees.

ARTICLE 9

PROBATIONARY PERIOD

- 9.01 (a) A newly hired Employee, hired after the date of ratification of this Collective Agreement, shall serve a probationary period of four hundred fifty-five (**455**) hours worked or six (6) months, whichever is less.
- (b) The probationary period may be extended in writing with reasons for a maximum period of four hundred fifty-five (**455**) hours worked, or four (**4**) months, whichever is less, subject to mutual agreement by the Employer and the Union and Employee.
- (c) If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without:

(i) notice; or

(ii) pay (except as may be required by the provisions of the *Employment Standards Code*), and shall not have recourse to the grievance and arbitration procedure with respect to such termination.

9.02 If a probationary Employee is transferred to another classification she will be required to complete a new probation period commencing on the date of transfer.

9.03 The Employer shall provide a performance appraisal, in writing, of each probationary Employee at least once during her probationary period or as performance concerns arise.

ARTICLE 10

SENIORITY

10.01 (a) "Seniority" shall mean the length of continuous service within the bargaining unit with the Employer from the last date of hire, including all periods of continuous service as a Casual, Temporary or Regular Employee.

(b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 10.01(a).

(c) One seniority list shall be maintained incorporating the seniority dates of Regular Full-time, Regular Part-time and Temporary Employees. Casual Employee's dates of hire shall be included in this list for information purposes only.

(d) Seniority shall continue to accrue during all approved leaves of absence and during layoff.

10.02 Seniority shall be the determining factor for:

(a) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 12; and

(b) preference for vacation time, subject to Employer approval;

(c) distribution of additional work subject to Article 14, Hours of Work.

- 10.03 **Seniority** shall be considered broken, all **rights** forfeited, and there shall be no obligation to rehire:
- (a) if **an** Employee is discharged for just cause;
 - (b) if an Employee resigns voluntarily;
 - (c) upon the expiry of twenty-four (**24**) months following the date of layoff;
 - (d) if an Employee does not return to work on recall, as provided in Article 33, Layoff and Recall.
- 10.04 **An** up to date seniority list shall be sent to the Union in January of each year and when any Regular Employee is served notice of layoff and such list shall indicate each Employee's classification.
- 10.05 Should a difference arise regarding an Employee's seniority, the Parties shall exchange the information necessary to establish accuracy.

ARTICLE 11

PERFORMANCE APPRAISALS

- 11.01 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.
- 11.02
- (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.
 - (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.
- 11.03
- (a) By appointment made at least one (1) working day in advance, an Employee may view her personnel file once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.

- (b) **An** Employee shall be given a copy of the contents of her personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance.

11.04 **An** Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

ARTICLE 12

JOB POSTINGS, TRANSFERS AND PROMOTIONS

12.01 The Employer shall post throughout the Health Region, notices of vacancies of Regular and Temporary positions covered by this Collective Agreement not less than ten (10) calendar days in advance of making an appointment. The posting shall contain the following information:

- (a) classifications;
- (b) qualifications and responsibilities required;
- (c) employment status;
- (d) regular hours of work (if applicable) or FTE (if applicable);
- (e) Basic rate of pay;
- (f) work site(s); and
- (g) if a temporary position, the duration of the position.

12.02 In making appointments as a result of a posting, preferential consideration over outside applications shall be given to Employees who possess the required qualifications needed to fill the position. In considering applicants, the Employer will use the following order of consideration:

- (a) Employees covered by this Collective Agreement;
- (b) other Employees of the Employer;
- (c) external applicants.

An applicant chosen under this paragraph will transfer her service and her seniority (as a Regular or Temporary Employee of the Employer), and will have all rights set out in this Collective Agreement as if there was no break in continuous employment.

- 12.03 Subject to recall rights **as** provided in Article 33.03, when making promotions and transfers and filling vacancies for positions covered by this Collective Agreement, the determining factors shall be requisite job related **skills**, abilities, training and knowledge, program efficiency, experience, and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- 12.04 **An** Employee who applies for and is successful for a Temporary position shall maintain her status. A Casual Employee who applies for and is successful for a Temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the Temporary term, the Employee shall return to her former position, and the Casual Employee shall resume the normal terms and conditions applicable to a Casual Employee.
- 12.05 Applications for vacancies, transfers or promotions, shall be made in writing to such officer as the Employer may designate.
- 12.06 When circumstances require the Employer to fill a vacancy pending completion of the transactions contemplated in this Article, the appointment shall be made on a casual basis only.
- 12.07 During the term of a Temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
- (a) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 12. In the event that such Employee is successful on a posting pursuant to Article 12, the Employer shall not be required to post any resulting vacancy, if the time remaining for the Temporary position is less than three (3) months.
 - (b) Where a vacancy for a Temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which she was hired.
- 12.08 Applicants for transfer and/or promotions, shall be informed in writing of their acceptance or rejection.
- 12.09 On commencement of employment, a new Employee shall be provided with a copy of her position description or list of duties.
- 12.10 A Regular Employee who is the successful applicant on a posting in a different classification or a new program shall, be considered on a **trial** period in the new position for three hundred and ten (310) hours worked

or six (6) months, whichever is less, following the date of appointment. During the trial period, the Regular Employee may choose to return or the Employer may direct the Regular Employee to return to the Regular Employee's former position and her basic rate of pay without loss of seniority.

- 12.11 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate a request by the Workers' Compensation Board or the Underwriters of the Long Term Disability Income Insurance Plan to provide a period of Rehabilitative Work Experience for Employees of this bargaining unit.

ARTICLE 13

JOB CLASSIFICATION

New Classifications

- 13.01 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of this Collective Agreement provided that:
- (a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of this Collective Agreement, or, failing that;
 - (b) The Labour Relations Board rules that the new classification is within the scope of this Collective Agreement.
- 13.02
- (a) When a new classification is created under Article 13.01 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to give written notice to the Union of the new classification and the proposed basic rate of pay for such classification within twenty (20) calendar days.
 - (b) The Union may contest the proposed basic rate of pay by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice.
 - (c) Should the Parties not be able to agree to the Basic Rate of Pay, the Union may within sixty (60) calendar days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the

matter to Arbitration **within** the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

- (d) Should the Parties through discussion and negotiation not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Arbitration procedure in this Collective Agreement or in the Code.
- (e) If the interim rate of pay is amended as a result of negotiations or arbitration, the amended basic rate of pay shall be effective from the date the Union received notice from the Employer of the new classification.

Classification Review

- 13.03
- (a) An Employee who has reason to believe that she is improperly classified due to a substantial change in job duties, may apply in writing to the Human Resources Department, with a copy to her supervisor, to have her classification reviewed. The Human Resources Department will give consideration to such application and notify the Employee within sixty (60) days.
 - (b) Should the Employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between the Union and the Employer.
 - (c) The Employer shall notify the Union of the decision within thirty (30) calendar days of the matter being brought by the Union to the Employer.
 - (d) It is understood by the Parties that the classification review is not subject to the grievance procedure but rather the provisions set forth in Article 13.06, Classification Appeal Process, commencing at Step 2.

Classification

- 13.04
- When an Employee is transferred to a classification with a higher rate of pay, she shall be advanced to the start rate of such higher classification, except where the start rate is lower than the Employee's existing basic rate of pay. In the latter case, she shall be advanced to the next higher increment for the higher classification.

13.05 **An** Employee whose position is reclassified to one with a lower basic rate of pay, through no cause of her own, shall not have her basic rate of pay altered from the basic rate of pay she was earning on the date her position was reclassified **until** such time as the basic rate of pay in the lower employment classification exceeds the basic rate of pay in the lower paid classification is equal to or greater than her previous basic rate of pay, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

Classification Appeal

13.06 If the Employer changes the classification allocation of the work being performed by a Regular Employee, and the Employee disagrees with the new classification allocation, or if the Employee disagrees with the outcome of the classification review, the Employee may appeal the Employer's decision.

(a) **Step 1**

The request to appeal a classification decision shall be in writing, and signed by the Employee. The request to appeal shall list the reasons for disagreeing with the classification allocation decision. The appeal shall be requested by the Employee, to the Employee's immediate supervisor, within ten (10) calendar days of the time that the Employee could reasonably have become aware of the Employer's classification allocation decision. The decision of the Employer from the Human Resources Department regarding the classification appeal shall be made known to the Employee within ten (10) calendar days of receipt of the written appeal.

(b) **Step 2**

Within ten (10) calendar days of receipt of the decision of the Human Resources Department, the Employee may submit to the Human Resources Department a written request to have the classification allocation decision reviewed by a Classification Appeal Committee. The Classification Appeal Committee shall consist of the Chief Executive Officer or a designate, a representative from the Human Resources Department and a member of the Union. Upon receipt of the appeal, a meeting, if requested by either Party, shall be arranged by the Employer within ten (10) calendar days. The Employee and a Union Representative shall be permitted to present information relevant

to the classification **allocation** of the position, to the Classification Appeal Committee.

The Classification Appeal Committee shall render a classification allocation decision, in writing, to be forwarded to the Union and the applicant within ten (10) calendar days of the date of the meeting. The decision of the Appeal Committee shall be final and binding on the Parties.

The effective date of a reclassification to a higher rate of pay shall be the date the application to the Human Resources Department was first submitted.

ARTICLE 14

HOURS OF WORK

14.01 Continuous Operation

It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.

14.02 Posting of Shift Schedules

- (a) Shift schedules, covering a minimum of a six (6) week period shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days notice, the Regular Employee shall be paid at one and one-half times (1 1/2X) the basic rate of pay for all hours worked on the first (1st) shift of the changed schedule.
- (b) The Employer shall allow a Local Chapter Representative of the Union to reproduce a copy of the posted shift schedule.

14.03 Daylight Saving Time

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

resultant reduction of one (1) hour in the ~~shift~~ involved shall be effected with the appropriate deduction in regular earnings.

14.04 **Request to Report for a Later Shift**

In the event a Regular Employee reports for work as scheduled and is requested by the Employer to report for a later shift, the Regular Employee shall be compensated for the inconvenience by payment of three (3) hours pay at the Employee's basic rate of pay.

14.05 **Rest Periods**

All Regular Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point five (3.5) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.

14.06 **Meal Periods**

- (a) A meal period of not less than one-half (1/2) hour and not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Article 14.06(b).
- (b) An Employee who is directed by the supervisor to remain on duty during her meal period shall be paid for such meal period at the applicable rate of pay if the meal period cannot be taken at another time.

14.07 **Employee Shift Exchange**

- (a) Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.

- (c) Such exchange **shall** be recorded on the **shift** schedule.
- (d) Such exchange **shall** not be a violation of the provisions of this Collective Agreement.

14.08

Full-time Employees

- (a) Normal hours of work, exclusive of meal periods, for Regular Full-time Employees, shall be:
 - (i) seven and three-quarter (7³/₄) work hours per day; and
 - (ii) thirty-eight and three quarter (**38** ³/₄) hours per week averaged over one (**1**) complete cycle of the shift schedule.
- (b) Regular Full-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Full-time Employees shall provide for:
 - (i) not more than two (**2**) different shift starting times between scheduled days off;
 - (ii) days off to be consecutive;
 - (iii) not more than six (**6**) consecutive days of work without receiving her days off;
 - (iv) at least fifteen and one-half (15 ¹/₂) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full-time Employees who perform the work involved. However, no Employee shall have less than two (**2**) weekends off in a five (5) week period. "Weekend" shall

mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty.

14.09

Part-time Employees

- (a) Hours of work for Regular Part-time Employees shall be:
 - (i) up to seven and three-quarter (7 3/4) hours in any one (1) day, exclusive of meal periods;
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed five (5) / two (2) averaged over one (1) work cycle of not more than fourteen (14) calendar days.
- (b) Regular Part-time Employees who are scheduled to rotate shifts (days, evenings **and** nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to **work** permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Part-time Employees shall provide for:
 - (i) not more than *two* (2) different shift starting times between days off;
 - (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days;
 - (iii) not more than six (6) consecutive days of work without receiving her days off;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts;
 - (v) a minimum of three (3) hours per shift;
 - (vi) no split shifts; and
 - (vii) except for cases of emergency, days off will be scheduled in

such a way as to equally distribute weekends off over a shift cycle among the Regular Part-time Employees who perform the work involved. No Employee shall have less ~~than~~ two (2) weekends off in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. This clause does not apply to Part-time Employees who are employed specifically for weekend work.

- (d) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Employees on layoff, or who have had their normal hours of work reduced, shall have priority for additional hours up to their normal hours of work. All other additional hours of work shall be distributed fairly and equitably among the available Regular Part-time Employees who have requested additional hours of work and the Casual Employees.
- (e) The basic rate of pay will prevail for additional hours of work assigned to a Regular Part-time Employee beyond her scheduled hours provided:
 - (i) the assignment is accepted;
 - (ii) the hours worked do not exceed seven and three-quarter (7 3/4) hours per day;
 - (iii) the hours worked do not exceed thirty-eight and three quarters (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule;
 - (iv) the Part-time Employee does not work in excess of six (6) consecutive days without days off;
 - (v) the Part-time Employee does not work in excess of ten (10) days in a fourteen (14) day period; and
 - (vi) if the hours worked would constitute a split shift, the call-back provisions of Article 22 will apply.

When a Regular Part-time Employee accepts additional hours as per the preceding conditions the Employee's schedule shall not be considered to have been changed and therefore Article 14.02 does not apply.

14.10 **Optional Scheduling Provisions**

Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.

ARTICLE 15

OVERTIME

15.01 (a) The Employer shall determine when overtime is necessary and for what period of time it is required:

(b) All authorized overtime worked in excess of and in conjunction with seven and three-quarter (7³/₄) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first two (2) hours and two times (2X) the basic rate of pay thereafter.

15.02 Failure to provide at least fifteen and one-half (15 1/2) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15 1/2) hours rest between scheduled shifts.

15.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.

15.04 **Full-Time Employees**

Overtime shall be shared as equally as possible amongst Full-time Employees who perform the work involved.

15.05 (a) Full-time Employees required to work by the Employer on their scheduled days off shall be paid one and one-half times (1 1/2X) the basic rate of pay for the first two (2) hours and two times (2X) the basic rate thereafter for hours worked on each such day.

(b) Full-time Employees who work overtime on a named holiday shall be paid at the rate of two times (2X) the basic rate of pay for the first two (2) hours and two and one-half times (2 1/2X) the basic rate of pay thereafter.

- 15.06 (a) A Full-time Employee **may** request time off in lieu of overtime worked to be taken in conjunction **with** her annual vacation by mutual agreement.
- (b) In the event mutual agreement between the Full-time Employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked.
- (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.
- (d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.

15.07 **Part-time Employees**

Overtime shall be shared as equally as possible amongst Part-time Employees who perform the work involved.

- 15.08 Where mutually agreed by the Employer and the Regular Part-time Employee, the Regular Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and Regular Employee.

ARTICLE 16

SALARIES

- 16.01 The basic rates of pay for each classification shall be expressed in hourly terms in the Salary Schedule "A" which is attached to and forms a part of this Collective Agreement, **and** shall be effective from and after the dates specified.
- 16.02 Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salaries Schedule "A" upon completion of **two** thousand twenty-two point seven five (2022.75) hours worked, and then shall receive further pay step advancements, if applicable, based upon completion of one thousand eight hundred thirteen point five zero (1813.50) hours worked at each subsequent pay step in the pay range.
- 16.03 (a) When a Regular Employee achieves a position in a classification with the same end rate as her present classification, such Employee

shall move to the pay step which **has** a rate which is equal to her present basic rate of pay, or if there is no such pay Step, she shall move to the pay step that **has** a basic rate of pay that is next higher to her present basic rate of pay.

- (b) When a Regular Employee achieves a position in a classification with **an** end rate that is greater than the end rate of her present classification, and the Employee has not yet achieved "Pay Step 2" in her present pay range, she shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" as soon as she completes two thousand twenty-two point seven five (2022.75) hours worked (inclusive of those hours worked in her former classification); however, if "Pay Step 1" of the higher pay range is less than "Pay Step 1" in her present pay range, she shall be advanced to the next pay step that provides her with **an** increase in her basic rate of pay.
- (c) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the Employee has achieved "Pay Step 2" or greater in the pay range for her present classification, she shall advance to "Pay Step 2" in the higher pay range, however, if "Pay Step 2" in the higher pay range has a basic rate of pay less than the Employee's current basic rate of pay, she shall be advanced to the next pay step that provides her with an increase in her basic rate of pay.
- (d) When a Regular Employee achieves a position in a classification with an end rate that is less than her present classification, she shall be assigned to the pay step in the lower pay range that causes the least amount of reduction in her present basic rate of pay.

16.04

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

ARTICLE 17

RECOGNITION OF PREVIOUS EXPERIENCE

- 17.01 Where necessary for recruitment purposes and in consultation with the Union, salary recognition shall be granted for previous experience satisfactory to the Employer, when an Employee has job specific experience, and will be recognized:
- (a) provided not more than three (3) years have elapsed since the experience was obtained;
 - (b) up to the top increment of the classification in the salary schedule;
 - (c) previous job specific experience must accumulate to two thousand and twenty two point seven five (2022.75) hours before an increment is granted. In calculating recognition under Article 17.01(b) above, a partial year shall be credited towards the next increment in the salary schedule.

ARTICLE 18

PYRAMIDING

- 18.01 "Pyramiding" means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.
- 18.02 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 18.03 Where two (2) or more applicable premiums may apply, the Employee will be paid only one (1) such premium, that being the greatest of the applicable premiums.

ARTICLE 19

SHIFT DIFFERENTIAL

- 19.01 A shift premium of one dollar fifty cents (\$1.50) per hour will be paid to an Employee working a shift whereby the major portion of such shift is worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours.
- 19.02 The specified shift premium shall be paid in addition to the overtime rate, for overtime worked in conjunction with a regular shift of seven and

three-quarter (73/4) hours provided at least four (4) hours of the overtime worked occurs between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

ARTICLE 20

WEEKEND PREMIUM

- 20.01 A weekend premium of one dollar and ten cents (\$1.10) per hour shall be paid, in addition to **shift** premium, if applicable, to **an** Employee working a shift wherein the majority **of** such shift falls during a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

ARTICLE 21

ACTING INCUMBENCY

- 21.01 **An** Employee who is assigned to replace another Employee in a higher paid classification in the bargaining unit shall be paid the rate of pay for the higher classification in which the Employee is relieving.
- 21.02 When an Employee is required to temporarily perform the duties of a lower paid classification, her basic rate of pay will not be changed.
- 21.03 On each occasion that **an** Employee is designated in writing by the Employer to replace and/ or assume additional responsibilities during the absence of an out-of-scope Employee, such Employee shall be paid an additional one dollar and fifty cents (\$1.50) per hour.

ARTICLE 22

ON-CALL DUTY/ CALL-BACK

- 22.01 On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- 22.02 For each assigned hour of authorized on-call duty, a Regular Employee shall be paid:
- (a) on regularly scheduled days of work, the sum of one dollar and twenty-five cents (\$1.25) per hour; and
 - (b) on scheduled days off and named holidays, the sum of one **dollar** and seventy-five cents (\$1.75) per hour. A named holiday or

scheduled day off shall ~~run from~~ zero zero zero one (0001) hours on the named holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

22.03 Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employer in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer.

22.04 An Employee will be supplied a communication device by the Employer for the purposes of on-call duty. Such device to be provided at no cost to the Employee.

22.05 **Call Back**

(a) An Employee who is called back to work during the on-call period shall be paid, in addition to the payment received for being on-call in accordance with Article 22.02, the hours worked during the on-call period in accordance with the call-back provisions of this Article.

(b) An Employee who is called back and required to return to work outside of the Employee's regular hours shall be paid for any one (1) call at either:

(i) the overtime rate as specified in Article 15; or

(ii) four (4) hours at the basic rate of pay; whichever is greater.

22.06 **Telephone Consul**

When a maintenance Employee, who has been assigned to on-call duty, is consulted by telephone and is authorized to handle job-related matters without returning to the work place the Employee shall be paid at the applicable rate for the total accumulated time spent on telephone consultation(s) and corresponding documentation during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

ARTICLE 23

CASUAL AND TEMPORARY EMPLOYEES

23.01

Application

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.
- (b) The provisions of Articles:
 - 1 Term of Collective Agreement
 - 2 Definitions
 - 3 Union Recognition
 - 5 Dues Deduction
 - 6 Management Rights
 - 7 No Discrimination
 - 12 Job Postings, Transfers and Promotions
 - 13 Job Classification
 - 16 Salaries
 - 18 **Pyramiding**
 - 19 Shift Differential
 - 20 Weekend Premium
 - 22 On-Call Duty/ Call-Back
 - 35 Occupational Health and Safety
 - 37 Union Stewards

Shall apply to Casual and Temporary Employees.

23.02

Hours of Work

- (a) The provisions of Article 14.01 through 14.06, and 14.10 apply to Casual and Temporary Employees employed in a regularly scheduled Full-time or Part-time capacity and:
 - (i) the provisions of Article 14.08 apply to Casual and Temporary Employees who are employed in a regularly scheduled Full-time capacity,
 - (ii) the provisions of Article 14.09 apply to Casual and Temporary Employees who are employed in a regularly scheduled Part-time capacity,
 - (iii) available hours of work shall be distributed to Casual Employees in accordance with Article 14.09(d).

23.03 **Reporting for a Later Shift**

In the event that a **Casual** or Temporary Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, such Employee shall be compensated by receiving three (3) hours pay at the basic rate of pay.

23.04 **Overtime**

(a) The Employer shall determine when overtime is necessary and for what period of time it is required:

(i) all authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 3/4) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first two (2) hours and two times (2X) the basic rate of pay thereafter; or

(ii) all overtime worked in excess of thirty-eight and three-quarter (38 3/4) hours per week averaged over a complete shift cycle shall be paid at one and one-half times (1 1/2X) the basic rate of pay;

whichever is greater.

(b) Failure to provide at least fifteen and one-half (15 1/2) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15 1/2) hours rest between scheduled shifts.

23.05 **Transportation Allowance**

(a) A Casual or Temporary Employee who has completed a shift and is called back 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 (35¢) per kilometer from the Employee's residence to the work site and return provided the return is prior to the commencement of the Employee's next shift.

(b) A Casual or Temporary Employee who normally travels from the work site to his/her place of residence by means of public

transportation following the completion of ~~duty~~ 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 normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the work site to the Employee's place of residence.

23.06

Vacation

- (a) Casual and Temporary Employees shall be paid in addition to their earnings at the basic rate of pay:
 - (i) four percent (**4%**) of their earnings at the basic rate of pay during the first (**1st**) and subsequent employment years; or
 - (ii) six percent (6%) of their earnings at the basic rate of pay during the fourth (**4th**) and subsequent employment years if applicable;in lieu of vacation.
- (b) Casual and Temporary Employees shall be allowed:
 - (i) fourteen (**14**) calendar days off without pay for their vacation after one (1) year of employment; or
 - (ii) twenty-one (21) calendar days off without pay for their vacation after four (**4**) years of employment, *if applicable*.

23.07

Named Holidays

- (a) Casual and Temporary Employees required to work on a named holiday shall be paid at one and one-half times (**1 1/2X**) their basic rate of pay for all hours worked on the named holiday.
- (b) Casual and Temporary Employees shall be paid four decimal six percent (**4.6%**) of their earnings at the basic rate of pay and of their vacation pay in lieu of named holidays.
- (c) Casual and Temporary Employees required to work overtime on a named holiday shall be paid at the rate of two times (**2X**) the basic rate of pay for the first two (2) hours and two and one-half (**2 1/2X**) the basic rate of pay thereafter for all hours worked on the named holiday.

23.08 Health Benefits

Casual and Temporary Employees are not entitled to participate in the Health Benefits Plan, except as provided in Article 27.01(c), Employee Benefits Plan.

23.09 Bereavement Leave

Casual and Temporary Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 30.07 of this Collective Agreement.

23.10 Workers' Compensation

Workers' Compensation Board coverage will be provided for Casual and Temporary Employees.

23.11 Personnel Files

A Casual or Temporary Employee who has initiated a grievance shall have access to review his/her personnel file upon services of at least one (1) day's notice.

23.12 Seniority

Casual and Temporary Employees do not accumulate seniority.

ARTICLE 24

TRANSPORTATION

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

24.02 A Regular Employee who is called back to the facility shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of thirty-five cents (35¢) per kilometre from the Employee's residence to the facility and return.

24.03 Where a Regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Article 24.02.

24.04 In the event that the Government of Alberta increases Transportation and Subsistence rates, the Employee shall be reimbursed for expenses incurred to a maximum of the rates paid by the Government of Alberta.

ARTICLE 25

NAMED HOLIDAYS

25.01 Any reference to named holidays in this Agreement applies to the following days:

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

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

- (a) the Municipal Government in which the base office is located; or
- (b) the Province of Alberta; or
- (c) the Government of Canada.

25.02 In addition to the foregoing named holidays, Full-time Employees who are in the employ of the Employer on July 1, shall be granted one (1) additional holiday as a "floater" holiday. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holidays are not taken by the last day of November in any given year, they shall be paid out.

25.03 No payment shall be due for the named holiday, which occurs during:

- (a) a layoff; or
- (b) all forms of leave during which an Employee is not paid; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation Benefits.

- 25.04 A Full-time Employee ~~shall~~ be entitled to a day off with pay on, or for, a named holiday provided she:
- (a) works her scheduled shift immediately prior to and immediately following the named holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
 - (b) works on the named holiday when scheduled or required to do so.
- 25.05 A Full-time Employee who works on a named holiday shall be paid for all regularly scheduled hours worked on the named holiday at one and one-half times (~~11/2X~~) the basic rate of pay plus:
- (a) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) days after the named holiday; or
 - (c) one (~~1~~) regular day's pay.
- 25.06 Subject to Article 25.04 when a named holiday falls during a Full-time Employee's annual vacation the Employee shall receive:
- (a) by mutual agreement, a day off with pay added to the Employee's annual vacation; or
 - (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) calendar days of the Employee's return from annual vacation; or
 - (c) one (~~1~~) day's regular pay in lieu of the named holiday.
- 25.07 When a named holiday falls on a Full-time Employee's regularly scheduled day off, the Employee shall receive:
- (a) by mutual agreement, a day off with pay added to the Employee's next annual vacation; or
 - (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) calendar days or after the named holiday; or
 - (c) one (~~1~~) regular day's pay in lieu of the named holiday.

25.08 If the Employer designates a common date for the day off with pay in lieu of a named holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted at least six (6) months prior to the Occurrence of the named holiday.

25.09 **Part-time Employees**

- (a) A Part-time Employee who works on a named holiday (not the designated day off in lieu as per Article 25.08) shall be paid the rate of one and one-half times (1 1/2 X) her basic rate of pay for all hours worked up to seven and three quarter (7 3/4) hours.
- (b) Part-time Employees shall be paid, four point six percent (4.6%) of their earnings paid at the basic rate of pay, in lieu of named holidays.

ARTICLE 26

VACATIONS

26.01 **Definitions**

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay.
- (b) “hours worked” means 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.
- (c) ”continuous employment” means the period of employment commencing with the date on which an Employee’s uninterrupted service with the Employer commenced.

26.02 **Time of Vacation**

- (a) (i) The Employer shall post the vacation schedule planner by January 15th of each year. Where an Employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 15th of that year. Where the number of Employees indicating preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.

- (ii) When **an** Employee submits a request in writing after April 15th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) working days of the request.
- (b) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days earned to the date of the request.
- (c) Notwithstanding Article 26.02(b), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period unless otherwise requested by the Employee. Upon the request of the Employee, earned vacation credits may be divided into more than one vacation period if approved by the Employer. Such request shall not be unreasonably denied.
- (d) No Regular Employee may continue to work and draw vacation pay in lieu of taking her vacation.
- (e) Employees shall be permitted to maintain a level of vacation equal to one (1) year's vacation entitlement plus an additional five (5) days (thirty eight and three quarter (38³/₄) hours).

26.03

Vacation Entitlement for Full-time Employees

During each year of continuous service with the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of which such entitlement is earned shall be determined by the length of such service as follows:

- (a) during the first (1st) to second (2nd) year of such employment **an** Employee earns a vacation of fifteen (15) working days; or
- (b) during the third (3rd) to fourteenth (14th) years of such employment an Employee earns a vacation of twenty (20) working days; or
- (c) during the fifteenth (15th) to twenty-fourth (24th) years of such employment an Employee earns a vacation of twenty-five (25) working days; or
- (d) during the twenty-fifth (25th) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.

26.04 Vacation Entitlement for Part-time Employees

During each year of continuous service with the Employer, a Regular Part-time Employee shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Employer paid hours} \\ \text{at the basic rate} \\ \text{of pay} \end{array} \quad \times \quad \begin{array}{l} \text{The applicable \%} \\ \text{outlined below} \end{array} \quad = \quad \begin{array}{l} \text{Number of hours} \\ \text{of paid vacation time} \\ \text{to be taken} \end{array}$$

- (a) six percent (6%) during the first (1st) to second (2nd) year of such employment; or
- (b) eight percent (8%) during the third (3rd) to fourteenth (14th) employment years; or
- (c) ten percent (10%) during the fifteenth (15th) to twenty-fourth (24th) employment years; or
- (d) twelve percent (12%) during the twenty-fifth (25th) and subsequent employment years.

26.05 Sick While on Vacation

Should a Regular Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be considered to be on sick leave for the period of the stay in the hospital, subject to the provisions of Article 28 (Sick Leave). Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

26.06 Cessation of Vacation Accrual

There shall be no accrual of vacation entitlements during:

- (a) layoff; or
- (b) a leave of absence without pay which is in excess of thirty (30) calendar days; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

26.07

Vacation Pay Upon Termination

An Employee leaving the service of the Employer at any time before she has exhausted the vacation credits to which she is entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.

ARTICLE 27

EMPLOYEE BENEFITS PLAN

27.01

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

- (a) Alberta Health Care Insurance Plan;
- (b) Health Organization Benefits Plan, or equivalent, inclusive of:
 - (i) Group Life Insurance (Basic);
 - (ii) Accidental Death and Dismemberment (Basic);
 - (iii) Short Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);
 - (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period);
 - (v) Dental Plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of

eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Canadian Life and Health Insurance Association Dental Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person; and

(vi) Supplementary Benefits Plan.

(c) **EI SUB Plan**

At the Employer's option, a "EI **SUB** Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the medical substantiation required pursuant to Article 28.05.

27.02

Enrollment by:

- (a) Regular Full-time Employees;
- (b) Regular Part-time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;

shall be facilitated in accordance with the enrollment and other requirements of the Insurer.

27.03

The premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

27.04

The Employer shall make available to eligible Employees brochures outlining the above plans.

27.05

The Provincial Health Authorities of Alberta, on behalf of the Employer, will provide one (1) copy of each of the plans to the Union. Where the Health Organizations Benefit Plan is not in force with any given Employer, the Employer will provide a copy of its plan to the Union.

27.06 The provisions of this Article do not apply to Casual Employees.

ARTICLE 28

SICK LEAVE

- 28.01 (a) Sick Leave is defined as a form of insurance against Employee illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses, which can respond to therapy and treatment as determined by a physician, and that absences from work due to such therapy shall be considered sick leave.
- 28.02 A Regular Employee shall be entitled to apply sick leave credits earned prior to the completion of her probationary period.
- 28.03 Sick leave credits shall not accrue during:
- (a) any period of sick leave in excess of thirty (30) calendar days; or
- (b) a layoff; or
- (c) a leave of absence without pay which is in excess of thirty (30) calendar days; or
- (d) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 28.04 A Regular Employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 28.05 Regular Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational injury or quarantine:
- (a) in excess of two (2) consecutive days; or
- (b) in appropriate circumstances such as where a Regular Employee demonstrates a discernible pattern of frequent illness.

- 28.06 When a Regular Employee has accrued the maximum sick leave credits she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 28.07 A Regular Employee who has exhausted her sick leave credits during the course of an illness and the illness continues, shall be deemed to be on leave of absence without pay for the duration of the illness or as provided in Article 28.08.
- 28.08 A Regular Employee on sick leave, leave of absence without pay in accordance with Article 28.07, WCB, STD or LTD, shall keep the Employer advised as to when she shall be expected back to work and shall provide fourteen (14) calendar days' notice of their intent to return to work, where possible.
- (a) A Regular Employee who is capable of performing the duties of her former classification shall be reinstated by the Employer in the same classification and facility which she held immediately prior to her absence;
 - (b) A Regular Employee who is not capable of performing the duties of her former classification, but who is capable of performing a job within the bargaining unit, shall have a reasonable effort made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- 28.09 Regular 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 Regular 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 Regular Employee should have reported for work and the time at which the Regular Employee reported.
- 28.10 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.

28.11 **Regular Employees**

Full-time Employees

- (a) Sick leave credits for a Full-time Employee shall be earned and computed 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.

Part-time Employees

- (b)
 - (i) A Part-time Employee will be entitled to sick leave benefits from the date her continuous employment commenced at the rate of one and one-half (1 1/2) working days for each full month of employment prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a full-time Employee, up to a maximum of one hundred and twenty (120) working days.
 - (ii) An Employee who accepts an assignment for additional hours of work and then reports sick for an assignment shall not be entitled to utilize sick leave benefits for such assignment.

28.12 **Temporary and Casual Employees**

- (a) The provisions of this Article do not apply to Temporary Employees who have been hired to work in a position less than six (6) months.
- (b) The provisions of this article do not apply to Casual Employees.

ARTICLE 29

WORKERS COMPENSATION

29.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee.

29.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.

- 29.03 Article 29.02 above shall not exclude **an** Employee from sick leave benefits for periods of absence resulting from an accident which is non-compensable under the *Workers' Compensation Act*.
- 29.04 Employees shall not be entitled to a compensating day off in lieu of a named holiday from the Employer while receiving benefits from Workers' Compensation.
- 29.05 **An** Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when she shall be expected back to work.
- 29.06 (a) An Employee who is in receipt of Workers' Compensation Benefits shall be deemed to be on an approved leave of absence without pay. The Employer shall continue their portion of the health care benefit cost-share, as defined in Article 27, during such leave of absence.
- (b) The Employee shall assign Workers' Compensation benefits to the Employer so that the Employer will receive Workers' Compensation payments directly from the Workers' Compensation Board. The Employer will make all necessary deductions to continue health care benefits during such leave of absence.

ARTICLE 30

LEAVES OF ABSENCE

30.01 Applications

Applications for leave of absence shall be submitted in writing to the Employer for approval. A false statement in an application for leave of absence may result in dismissal of employment, which shall be reported to the Union. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Regular Employee's immediate family or for any other reason which the Employer and Regular Employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

30.02 An Employee on approved leave of absence for any reason who overstays such leave without the Employer's permission shall be considered to have terminated her employment unless the Employee has provided a valid reason in the opinion of the Employer.

30.03

Benefits

- (a) Benefits do not accrue during any leave of absence without pay in excess of **thirty** (30) calendar days.
- (b) Notwithstanding paragraph (a) above, the Employee will continue to pay their cost-share of health benefit premiums during any leave of absence, which occurs for the period of time between the expiry of sick leave and the potential commencement of Short Term or Long Term Disability.

30.04

Parental Leave

- (a) A Regular Employee who has completed twelve (12) months continuous employment shall, upon her written request at least two (2) weeks in advance, be granted parental 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 parental leave not later than the date of delivery.
- (b) Parental leave shall be without pay and benefits except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits, STD or LTD. Parental leave shall be without loss of seniority. The total period of parental leave shall not exceed twelve (12) months **unless** mutually agreed between the Employer and Employee.
- (c) A Regular Employee on parental leave shall provide the Employer with two (2) week's written notice of readiness to return to work at which time the Employer will reinstate the Regular Employee in the same classification held by her immediately prior to taking parental leave and at her same basic rate of pay.

30.05

Adoptive Parental Leave

- (a) An Employee who has completed twelve (12) months continuous employment shall be granted leave of absence without pay and benefits for a period of up to twelve (12) months in duration for the purpose of adopting a child provided that:
 - (i) she makes written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and

(ii) she provides the Employer with at least one (1) day's notice that such leave is to commence.

(b) An Employee absent on Adoptive Parental Leave shall provide the Employer with **two (2)** weeks' written notice of readiness to return to work following which the Employer will reinstate her at her same basic rate of pay and classification held immediately prior to taking such leave.

30.06

Court Appearance

In the event an Employee is required to serve as a member of a jury or as a witness in any court in matters arising out of her employment, she shall be granted leave of absence at her regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

30.07

Bereavement Leave

(a) Bereavement leave with pay up to three (3) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as:

Spouse	Parent (Including Step Parent)
Child (Including Step Children)	Brother (Including Step Brother)
Sister (Including Step Sister)	Fiance
Mother-In-Law	Father-In-Law
Son-In-Law	Daughter-In-Law
Brother-In-Law	Sister-In-Law
Legal guardian	Grandparent
Grandchild	

"Spouse" shall include common-law or same sex relationship and shall be deemed to mean a man or woman who resided with the Employee and who **was** held out publicly as his/her spouse for a period of at least one (1) year before the death.

(b) Bereavement leave shall be extended by **two (2)** additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.

- (c) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

30.08 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.
- (c) Leave from duty for educational purposes may be granted at the discretion of the Employer. Salary, tuition fees, time, transportation, duration and type of course, etc. will be mutually agreed upon at the time of the application, by the Employer and the Employee.

30.09 **Temporary and Casual Employees**

- (a) The provisions of this Article do not apply to Temporary Employees, except that the provisions of Article 30.07 do apply to Temporary Employees hired in a position exceeding six months.
- (b) The provisions of this Article do not apply to Casual Employees.

ARTICLE 31

TIME OFF FOR UNION BUSINESS

31.01 Time off from work without loss of regular earnings will be provided on the following basis:

- (a) The grievor and/or one (1) Union Steward for time spent in discussing grievances with representatives of the Employer as outlined in the Union Steward provisions, and to attend any associated hearing or arbitration; and
- (b) Union Officers and designated representatives for time spent meeting with representatives of the Employer.

- 31.02 Time off without pay shall be granted to an Employee for any of the following reasons:
- (a) Members of the Union Negotiating Committee not to exceed two (2) in number, for time spent meeting with representatives of the Employer during formal negotiation of a Collective Agreement and for preparatory meetings for negotiations, provided such meetings are scheduled not earlier than six (6) months prior to the expiry date of the current Collective Agreement; and
 - (b) Members selected as representatives of the Union to attend Union conventions or seminars; and
 - (c) Members designated as delegates representing the Union at conventions of labour organizations with which the Union is affiliated; and
 - (d) Members elected to the Provincial Executive of the Union to attend Provincial Executive meetings normally held once every two (2) months; and
 - (e) Members appointed to Standing Committees of the Union; and
 - (f) Members attending Union courses and/ or Labour Schools; and
 - (g) The grievor and Union Steward for time spent discussing a grievance complaint.
- 31.03 Employees shall provide a minimum of five (5) working days written notice when requesting time off under Article 31.02; however, consideration shall be given where the five (5) days notice is not provided.
- 31.04 Notwithstanding the provisions of this Article, the Employer may refuse to grant time off where disruption of work or difficulty will arise, however, time off will not be unreasonably denied.
- 31.05 When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual **salary** paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits. A request for reimbursement under this clause shall be accompanied with an accounting of the charges.

ARTICLE 32

PENSION PLAN

- 32.01 Eligible Employees shall participate in the Local Authorities Pension Plan.
- 32.02 The Employer shall make available to all eligible Employees copies of the Local Authorities Pension Plan information booklets.
- 32.03 The Employer agrees to participate in the Local Authorities Pension Plan or a mutually agreeable alternate plan between the Parties.

ARTICLE 33

LAYOFF AND RECALL

- 33.01 Prior to the implementation of the provisions of this Article, the Employer will meet with the Union to inform the Union of the Employer's intentions and provide the Union with current seniority lists.
- 33.02 In case it becomes necessary to reduce the workforce, the Employer will notify Employees who are to be laid off at least thirty (30) calendar days prior to the layoff, except that the thirty (30) calendar days notice shall not apply where the layoff results from an Act of God, fire, flood, or work stoppage by Employees not covered by this Collective Agreement. If the Employee to be laid off is not provided with an opportunity to work her scheduled hours during thirty (30) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the thirty (30) calendar days during which work was not made available. In any event, the Employee will be paid no less than that which is provided for in the *Employment Standards Code*.
- 33.03 (a)
 - (i) In reducing the workforce, Employees will be laid off in reverse order of seniority within their classification.
 - (ii) At the time of providing written notice of the layoff, the Employer shall advise an affected Employee of her right to displace the least senior Employee within her classification within the bargaining unit. The Employee shall, within ten (10) calendar days of receipt of written notice of the layoff, advise the Employer of her decision in writing to accept layoff or displace the least senior Employee within her classification.
 - (iii) **An** Employee who elects to not exercise her rights under Article 33.03(a)(ii) shall be laid off.

(iv) **An** Employee who is displaced as a result of another Employee exercising her rights under Article 33.03(a)(ii) shall be laid off in accordance **with** Article 33.02.

(b) In recalling Employees during layoff, Employees will be recalled to their classification in order of seniority.

33.04 The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified, will return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date of delivery of the letter.

33.05 Subject to the terms and conditions of policies and contracts entered into with the underwriters of the Plans:

(a) the Employer shall make payment for its share of the full premium of the benefits referred to in Article 27 (Employee Benefits Plan) including Alberta Health Care on behalf of the laid off Employee, for a maximum of one (1) months premium.

(b) Employees laid off for more than one (1) month **may**, with **the** assistance of, or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 27 (Employee Benefits Plan) including Alberta Health Care.

33.06 Other than for the continuance of seniority, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall.

33.07 An Employee shall be considered terminated when she does not return from layoff as required, or has been on layoff for a period of twenty-four (24) months without being recalled.

33.08 No new Employees will be hired while there are other Employees on layoff who are qualified to perform the work required and who are prepared to accept recall.

33.09 Casual and Temporary Employees working scheduled shifts, shall have such shifts cancelled prior to layoff of a Full-time or Part-time Employee(s) to provide laid off Employee(s) the option to maintain their pre layoff full time equivalent (F.T.E.).

33.10 In the event Employees will be displaced due to technological change, the Employer will notify the Union with as much advance notice as possible

of such change and will meet and discuss reasonable measures to protect the interest of Employees so affected.

33.11 When an Employee has been given notice of layoff in accordance with the notice provisions of this Article, and the Employee is actively seeking replacement employment, the Employer will grant the Employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:

- (a) The Employee notifies the Employer at least twenty-four (24) hours prior to the interview.
- (b) The Employee will be allowed a maximum of fourteen (14) hours off for the purpose of attending job interviews during the layoff notice period.
- (c) The Employee provides the Employer with written confirmation that the Employee attended the job interview.

33.12 Temporary and Casual Employees

The provisions of this Article do not apply to Temporary and Casual Employees.

ARTICLE 34

DISCIPLINE AND DISMISSAL

34.01 Except for the dismissal of an Employee serving a probation period, there shall be no discipline or dismissal except for just cause.

34.02 Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. Within five (5) days of the disciplinary action the Employer will provide a copy of the written disciplinary documentation to the Union. An Employer request to extend these timelines, in order to complete a proper investigation, shall not be unreasonably withheld by the Union.

34.03 An Employee who is to be interviewed with respect to disciplinary action shall be notified twenty-four (24) hours in advance, of the time and place of the interview and shall be entitled to have a Union Steward and/or Union Staff Representative present at the interview. The Employee shall

be advised by the Employer of the right to Union representation when scheduling the meeting.

34.04 The Employee may sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice.

34.05 A Regular Employee absent for three (3) consecutive scheduled work days without good and proper reason and without making reasonable efforts to notify the Employer shall be considered to have vacated her position.

34.06 **An** Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service (exclusive of any periods of leave of absence in excess of thirty (30) days), from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

34.07 Where disciplinary action is grieved and the grievance is allowed, relevant documentation **shall** be removed from the Employee's personnel file.

34.08 When an Employee is required to hold registration as a condition of employment and an Employee is reported to her licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested, a written copy shall be forwarded to the Union forthwith.

34.09 A Casual Employee who has not provided a satisfactory reason for not being available for a period of six (6) months shall be considered to have terminated her position.

ARTICLE 35

OCCUPATIONAL HEALTH AND SAFETY

35.01 The Employer and the Union agree to participate in a safety program and shall establish an Occupational Health and Safety Committee. No procedure, rule, regulation, standard or any other provisions contained in any document limits an individual's rights under the *Occupational Health and Safety Act* and regulations thereto.

35.02 Where mutually agreed between the Union and the Employer, the Parties may combine Occupational Health and Safety Committees across more than one (1) worksite. The Union will have the right to designate two (2)

members of the bargaining unit as members of this Committee (one (1) member for those Employers with less than one hundred (100) Employees in the bargaining unit). This Committee may include representatives from other Employee **groups**. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.

35.03 The Committee shall meet at least quarterly at a mutually acceptable hour and date. Either the Chair or Vice-Chair 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.

35.04 The Chair of the Committee will be determined in accordance with its terms of reference.

35.05 The Parties to this agreement will cooperate to the fullest extent in the matter of occupational health, safety and injury incident prevention and the Employer agrees to provide safety equipment when required and to install devices where necessary.

35.06 The Employees shall assist the Employer and the Union:

- (a) by identifying situations to the Employer and the Union which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
- (b) by notifying the Employer and the Union of an incident causing serious injury;
- (c) in the development and promotion of measures to protect the health and safety of Employees and to check the effectiveness of such measures.

35.07 The Employer will cooperate with Employees by providing:

- (a) access to information pertaining to injury incidents or occupational diseases that occur at the work site;
- (b) ongoing training and in-servicing with respect to occupational health and safety programs.

35.08 Employees performing duties as required, shall be informed by management/co-workers of any pertinent and relevant information regarding potential dangerous/health jeopardizing situations, to ensure the safety of the Employee and the client.

- 35.09 Where **an** Employee requires specific immunization **and** titre as a result of, or related to the Employee's work, it shall be provided at no cost.
- 35.10 Employees participating on the Occupational Health and Safety Committee shall be compensated at their basic rate of pay and shall be entitled to claim travel expenses in accordance with Article 24 (Transportation).
- 35.11 The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Committee may direct that the item be referred to the Chief Executive Officer. The Chief Executive Officer shall reply in writing to the Union within thirty (30) calendar days of the presentation by the Committee.

ARTICLE 36

GRIEVANCE PROCEDURE

36.01 Grievance Definitions

A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 36.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed therefrom in the same manner as an individual grievance as outlined in Article 36.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware

of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a **Union** grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding Article 36.01(a), (b) and (c) and Article 36.05 the Parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

36.02 Authorized Representatives

- (a) An Employee may be assisted and represented by a Union Representative when presenting a grievance.
- (b) The Employer agrees that the Union Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave her work without obtaining consent from her supervisor which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of her duties involving a grievance provided that the representative does not leave the Employer's premises.

36.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and named holidays which are specified in Article 25.

36.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the

next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.

- (c) During any and **all** grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.

36.05

Steps in the Grievance Procedure

- (a) Step 1 (Immediate Supervisor)

An Employee who has a grievance shall first discuss the matter with her immediate supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

- (b) Step 2 (Director of the Department, or Designate)

If:

- (i) an individual grievance, within fifteen (15) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance; or
- (ii) a group grievance, within fifteen (15) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought, to the Director of the Department or designated representative who shall reply in writing within ten (10) days of receiving the grievance. At the request of either Party, a grievance hearing shall be held prior to providing a written reply. If the grievance is not settled at this stage, it may be advanced to Step 3.

- (c) Step 3 (Chief Executive Officer, or Designate)

Within ten (10) days of the reply ~~from~~ the Director of the Department or designated representative, the Employee shall submit the grievance in writing to the Chief Executive Officer or the designated representative. The Chief Executive Officer or ~~his~~ representative shall hold a hearing within five (5) days of receipt of the grievance. The Employee shall be entitled to have a Union Representative present during the meeting. The Chief Executive Officer or ~~his~~ representative shall render a written decision within five (5) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

36.06

Arbitration

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Article 36.06(a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an Arbitration Board; or
 - (ii) arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the Parties, they shall within seven (7) days endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the Code.
- (d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present, assure a full fair hearing, and shall render the decision, in writing to the Parties within fourteen (14) days after the completion of the hearing.

- (e) In the case of an Arbitration Board, the Chairperson shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the Parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of **this** Collective Agreement.
- (g) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) Parties to the dispute.
- (h) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

36.07

Optional Mediation

The Parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Article 36.05, either Party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

ARTICLE 37

UNION STEWARDS

- 37.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent her in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from her immediate supervisor and provide her with as much advance notice as possible. There will be no loss of regular earnings for time in attendance at the grievance meeting, however, the Employer will not pay for travel time or travel expenses. Arrangements will be made by the supervisor to permit the Union Steward to leave her job 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.
- 37.02 The Union reserves the right to appoint a Union Steward to represent a Local that has no Union Steward.
- 37.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Department. The Human Resources Department shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- 37.04 The Local, inclusive of the Employees, shall have the right at any time to the assistance of the Union Stewards and/or the Union Staff Representatives when meeting with the Employer and when processing a grievance.

ARTICLE 38

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 38.01 The Parties hereby agree as follows:
- (a) The Parties to this Collective Agreement agree to the desirability of a Union-Employer Advisory Committee or the equivalent for promoting harmonious relationships between the Employees, the Union and the Employer.
 - (b) The Union shall provide the names of **up** to four **(4)** representatives and the Employer shall provide the names of up to four **(4)**

representatives to sit on the Employee-Management **Advisory** Committee.

- (c) **An** Employee shall be paid her basic rate of pay, inclusive of travel time, if applicable, for attendance at these committee meetings.
- (d) **An** Employee shall, where applicable, be entitled to claim travel expenses in accordance with Article 24 (Transportation).
- (e) Unless otherwise mutually agreed, the Committee shall meet on a monthly basis and in no event shall they meet less than every three (3) months. The Union and the Employer shall elect a Co-chair and chairing of the meetings will alternate between the Co-chairs.

ARTICLE 39

UNIFORMS

39.01 Where the Employer requires the Employee to wear a specific uniform, it will be furnished and maintained (laundered, altered and repaired) at no cost to the Employee. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

39.02 Where an Employee supplies her own uniform, the Employee may wear a uniform that is a colour of the Employee's choosing. In such case, the uniform shall be furnished and maintained (laundered, altered and repaired) at the Employee's cost.

ARTICLE 40

RESIGNATION

40.01 An Employee wishing to terminate employment in good standing shall provide the Employer with fifteen (15) calendar days notice in writing, exclusive of any vacation due and unused overtime credits. Consideration may be given to a mutually agreeable shorter period of time.

ARTICLE 41

JOB DESCRIPTION

41.01 Copies of job descriptions shall be on hand and shall be available to an Employee upon request.

41.02 Upon request, the Employer **will** provide the Union **with a** copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year, unless there has been a change to the job description.

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

Dated at Edmonton, Alberta this 19th day of September, 2003.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Tom Sullivan

Jan McKeown

Julie Weber

A. Beeman

Mark Kent

Ronald F. Barmby

SCHEDULE "A"

Pay Grade 1	Clerical Group	1	2	3	4	5	6
L.1 April 1, 2002 April 1, 2003	Clerk Junior	\$11.50 \$11.93	\$12.59 \$13.06				
L.2 April 1, 2002 April 1, 2003	Clerk I Receptionist Typist I	\$12.24 \$12.70	\$13.53 \$14.04				
L.3 April 1, 2002 April 1, 2003	Clerk II Typist II Switchboard Operator Unit Clerk Secretary I	\$12.86 \$13.34	\$14.22 \$14.75				
L.4 April 1, 2002 April 1, 2003	Admitting Officer Clerk III Secretary II	\$14.28 \$14.82	\$15.68 \$16.27				
L.5 April 1, 2002 April 1, 2003	Clerk IV	\$14.94 \$15.50	\$16.41 \$17.03				
L.6 April 1, 2002 April 1, 2003	Accounting Clerk	\$15.66 \$16.25	\$17.22 \$17.87				

Pay Grade 2	Food Services Group	1	2	3	4	5	6
2.1 April 1, 2002 (April 1, 2003)	Food Services Worker	\$11.40 \$11.83	\$12.47 \$12.94	\$13.60 \$14.11			
2.2 April 1, 2002 April 1, 2003	Food Services Cashier	\$12.13 \$12.58	\$13.41 \$13.91				
2.3 April 1, 2002 April 1, 2003	Cook's Assistant	\$12.43 \$12.90	\$13.60 \$14.11				
2.4 April 1, 2002 April 1, 2003	Cook I	\$14.79 \$15.34	\$16.33 \$16.94				
2.5 April 1, 2002 April 1, 2003	Cook II	\$15.52 \$16.10	\$17.14 \$17.78				
2.6 April 1, 2002 April 1, 2003	Cook III	\$16.28 \$16.89	\$17.97 \$18.64				

Pay Grade 3	Cleaning Group	1	2	3	4	5	6
3.1 April 1 2002 April 1, 2003	Laundry Worker I (Housekeeping/ Laundry Aide - Lamont only) (Laundry Attendant I - Grimshaw/Berwyn only)	\$11.40 \$11.83	\$12.47 \$12.94				
3.2 April 1, 2002 April 1, 2003	Housekeeping Worker	\$11.40 \$11.83	\$12.47 \$12.94	\$13.60 \$14.11			
3.3 April 1, 2002 April 1, 2003	Laundry Worker II (Assisted Living Attendant - Lamont only) (Laundry Porter - Provost only) (Laundry Attendant II - Grimshaw/ Berwyn only)	\$12.43 \$12.90	\$13.60 \$14.11				
3.4 April 1, 2002 April 1, 2003	Laundry Worker III	\$13.21 \$13.71	\$14.44 \$14.98				

Pay Grade 3	Cleaning Group	1	2	3	4	5	6
3.5	Working Leader (Working Supervisor: - Grimshaw/ Berwyn only)						
April 1, 2002		\$14.08	\$15.53				
April 1, 2003		\$14.61	\$16.11				
Pay Grade 4	Medical Support Group	1	2	3	4	5	6
4.1	Pharmacy Assistant CSR Attendant (Lamont Only)						
April 1, 2002		\$11.86	\$12.47	\$12.88	\$13.28	\$13.69	\$14.02
April 1, 2003		\$12.30	\$12.94	\$13.36	\$13.78	\$14.20	\$14.55
4.2	Therapy Aide (Physio/RT/Recreation Attendant - Lamont only)						
April 1, 2002	Without Course	\$11.63	\$12.24	\$12.64	\$13.02	\$13.44	\$13.76
April 1, 2002	With Course	\$11.98	\$12.36	\$12.88	\$13.26	\$13.76	\$14.18
April 1, 2003	Without Course	\$12.07	\$12.70	\$13.11	\$13.51	\$13.94	\$14.28
April 1, 2003	With Course	\$12.43	\$12.82	\$13.36	\$13.76	\$14.28	\$14.71
4.3	Surgical Processor						
April 1, 2002		\$13.51	\$14.00	\$14.45	\$14.90	\$15.38	
April 1, 2003		\$14.02	\$14.53	\$14.99	\$15.46	\$15.96	
4.4	Activities Convenor						
April 1, 2002		\$14.27	\$14.88	\$15.49	\$16.09	\$16.70	\$17.28
April 1, 2003		\$14.81	\$15.44	\$16.07	\$16.69	\$17.33	\$17.93
4.5	Therapy Assistant						
April 1, 2002		\$14.96	\$15.59	\$16.21	\$16.85	\$17.54	\$18.14
April 1, 2003		\$15.52	\$16.17	\$16.82	\$17.48	\$18.20	\$18.82

Pay Grade 5	Materials and Supply Management Group	1	2	3	4	5	6
5.1 April 1, 2002 April 1, 2003	Service Worker	\$11.40 \$11.83	\$12.47 \$12.94	\$13.60 \$14.11			
5.2 April 1, 2002 April 1, 2003	Porter	\$12.43 \$12.90	\$13.60 \$14.11				
5.3 April 1, 2002 April 1, 2003	Stores Attendant Driver	\$13.41 \$13.91	\$14.82 \$15.38				
5.4 April 1, 2002 April 1, 2003	Sr. Stores Attendant	\$14.79 \$15.34	\$16.33 \$16.94				
5.5 April 1, 2002 April 1, 2003	Purchasing Assistant	\$17.08 \$17.72	\$18.86 \$19.57				
Pay Grade 6	Maintenance Group	1	2	3	4	5	6
6.1 April 1, 2002 April 1, 2003	Maintenance Worker I	\$12.37 \$12.83	\$13.68 \$14.19				
6.2 April 1, 2002 April 1, 2003	Maintenance Worker II	\$14.33 \$14.87	\$15.84 \$16.43				

6.3 April 1, 2002 April 1, 2003	Maintenance Worker III	\$17.32 \$19.02 \$17.97 \$19.73
6.4 April 1, 2002 April 1, 2003	Maintenance Worker IV	\$18.97 \$20.84 \$19.68 \$21.62
Pay Grade 7	General Support Group	1 2 3 4 5 6
7.1 April 1, 2002 April 1, 2003	Aide	\$11.40 \$12.47 \$11.83 \$12.94

ADDENDUM #1

LOCAL CONDITION APPLICABLE TO
PEACE COUNTRY HEALTH • QUEEN ELIZABETH II HOSPITAL

The parties agree that the following classification **and** salary scales shall be included in Schedule "A":

Queen Elizabeth II Hospital:

Pay Grade 1	Clerical Group	1	2	3	4	5	6
1.4	Secretary II Clerk III Typist III						
April 1, 2002		\$14.28	\$15.68				
April 1, 2003		\$14.82	\$16.27				
1.5	Secretary III Clerk IV Sr. Switchboard Operator						
April 1, 2002		\$14.94	\$16.41				
April 1, 2003		\$15.50	\$17.03				

Pay Grade 2	Food Services Group	1	2	3	4	5	6
2.6	Cook III Baker						
April 1, 2002		\$16.28	\$17.97				
April 1, 2003		\$16.89	\$18.64				

Pay Grade 3	Cleaning Group	1	2	3	4	5	6
3.3	Laundry Worker II Sewing Operator						
April 1, 2002		\$12.43	\$13.60				
April 1, 2003		\$12.90	\$14.11				

Pay Grade 4	Medical Support Group	1	2	3	4	5	6
4.4	Senior Surgical Processor						
April 1, 2002		\$14.27	\$14.88	\$15.49	\$16.09	\$16.70	\$17.28
April 1, 2003		\$14.81	\$15.44	\$16.07	\$16.69	\$17.33	\$17.93

Pay Grade 5	Materials and Supply Management Group	1	2	3	4	5	6
5.6	Buyer						
April 1, 2002		\$20.05	\$22.29				
April 1, 2003		\$20.80	\$23.12				

Pay Grade 8	Technical Support Group	1	2	3	4	5	6
8.1	Computer Operator						
April 1, 2002		\$14.79	\$16.33				
April 1, 2003		\$15.34	\$16.94				

Pay Grade 9	Power Engineer	1	2	3	4	5	6
9.1	Power Engineer III						
April 1, 2002		\$19.22	\$21.13				
April 1, 2003		\$19.94	\$21.92				
9.2	Power Engineer II						
April 1, 2002		\$21.78	\$23.94				
April 1, 2003		\$22.60	\$24.84				

Pay Grade 10	Trades	1	2	3	4	5	6
10.1	Mechanic/Welder						
April 1, 2002		\$20.53	\$22.38				
April 1, 2003		\$21.30	\$23.22				
10.2	Electrician Plumber/Steamfitter Instrument Mechanic Electronics Technician III						
April 1, 2002		\$22.61	\$24.66				
April 1, 2003		\$23.46	\$25.58				

ADDENDUM #2

**LOCAL CONDITION APPLICABLE TO
DAVID THOMPSON HEALTH REGION - Drayton Valley Hospital & Health Centre**

The parties agree that the following classification and salary scales shall be included in Schedule "A":

Drayton Valley Hospital & Health Centre:

Pay Grade 1	Clerical Group	1	2	3	4	5	6
1.4	Secretary II Admitting Officer Clerk III Typist III						
April 1, 2002		\$14.28	\$15.68				
April 1, 2003		\$14.82	\$16.27				

LETTER OF UNDERSTANDING
BETWEEN THE
PROVINCIAL HEALTH AUTHORITIES
AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES
RE: SEVERANCE

The Parties hereby agree as follows:

1. In the event the work performed by an Employee in the bargaining unit is contracted out in accordance with Article 33, Layoff and Recall, and no alternate employment is found for the affected Employee, the Employee shall be eligible for severance calculated as follows:
 - (a) The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum of forty (40) weeks.
 - (b) Regular salary = (regularly scheduled hours of work as at the date of application for the program) X (basic rate of pay).
 - (c) Continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.
2. The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
3. Regular Employees whose application for severance are approved will terminate their employment and have no right to recall under Article 33: Layoff and Recall.
4. Employees whose application for severance are approved will not be eligible for rehire by any Employer who is a Party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.
5. An Employee may be considered for hire by an Employer referred to in point 4 above, provided they repay the Employer from whom severance is received, the

difference, if any, between the time they were unemployed and the length of time for which severance was paid.

6. Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's Full-time equivalency or a comparable Full-time equivalency.
7. An Employer will only consider a severance application from an Employee on sick leave, WCB or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
8. The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.
9. This Letter of Understanding shall expire on March 31, 2004, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

om. Sullivan

DATE: September 19, 2003

ON BEHALF OF THE UNION

D. M. Lewis

DATE: 19/SEPT/03

LETTER OF UNDERSTANDING
BETWEEN THE
PROVINCIAL HEALTH AUTHORITIES
AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: IMPLEMENTATION OF SUPPLEMENTARY HEALTH -
DIRECT BILLING CARDS
(Boyle Healthcare Centre, Mayerthorpe Healthcare Centre, Swan Hills
Healthcare Centre, Crossroads Hospital and Health Centre, Drayton Valley)

The Parties agree as follows:

1. That on the first day following ninety (90) days after the date of ratification, Direct Billing Cards shall be provided to Employees.

ON BEHALF OF THE EMPLOYER

DM. Sullivan

DATE: September 19, 2003

ON BEHALF OF THE UNION

Ed. McLean

DATE: 10/15/03

LETTER OF UNDERSTANDING
BETWEEN THE
PROVINCIAL HEALTH AUTHORITIES
AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: MAINTENANCE PREMIUM PAY

The Parties agree as follows:

1. Certain Employees in the Maintenance Department are assigned additional responsibilities as in-scope supervisors for more than one department. A maintenance Employee who is assigned these additional responsibilities shall be paid a premium of seventy cents (\$.70) per hour. This premium shall not form part of the Employee's basic rate of pay.
2. The premium shall not be paid when an Employee is:
 - (a) on a leave of absence which is in excess of thirty (30) calendar days;
or
 - (b) absent while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

ON BEHALF OF THE EMPLOYER

Om. Sullivan

ON BEHALF OF THE UNION

Jan Muberman

DATE: September 19, 2003

DATE: 19/SEPT/03

LETTER OF UNDERSTANDING
BETWEEN THE
PROVINCIAL HEALTH AUTHORITIES
AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: PLACEMENT ON THE SALARY SCHEDULE

(Boyle Healthcare Centre, Mayerthorpe Healthcare Centre, Swan Hills Healthcare Centre, Crossroads Hospital and Health Centre, Drayton Valley and Queen Elizabeth II Healthcare Centres)

The Parties agree as follows:

1. Any Employee employed by the Employer at one of the above-noted sites on the date of ratification shall be advanced to the April 1, 2002 step on the Schedule "A" that is closest to her basic rate of pay on the day before the date of ratification without being less, regardless of an Employee's years of service.

ON BEHALF OF THE EMPLOYER

Om. Sweeney

ON BEHALF OF THE UNION

D. Mahan

DATE: September 19, 2003

DATE: 19/SEPT/03

LETTER OF UNDERSTANDING
BETWEEN THE
PROVINCIAL HEALTH AUTHORITIES
AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: RED-CIRCLING OF EMPLOYEES AFFECTED BY
THE IMPLEMENTATION OF SALARY APPENDIX

The Parties agree as follows:

1. An Employee who is in the employ of the Employer prior to the date of ratification of this Collective Agreement, and who, as a result of the implementation of this salary appendix attached to this Collective Agreement, would have been moved to a lower basic rate of pay, shall have her previous basic rate of pay maintained until the basic rate of pay in her classification in the Schedule "A" exceeds the basic rate of pay that the Employee is currently receiving.
2. This Letter of Understanding expires on March 31, 2004, or the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

Sm. Sullivan

DATE: September 19, 2003

ON BEHALF OF THE UNION

Sam Mahan

DATE: 19 SEPT 03

LETTER OF UNDERSTANDING

BETWEEN THE

PROVINCIAL HEALTH AUTHORITIES

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LUMP SUM PAYMENT

The Parties agree as follows:

1. (a) An Employee employed by the Employer upon the date of ratification who did not receive at least a four percent (4%) increase to her basic rate of pay as a result of the implementation of the Salary Grid shall receive a lump sum payment calculated as follows:

4% less % increase in basic rate of pay	X	Regular hours worked between April 1, 2001 and March 31, 2002	X	Basic rate of pay on March 31, 2002
--	---	---	---	---

- (b) An Employee employed by the Employer on April 1, 2003 who does not receive at least a three point seven five percent (3.75%) increase to her basic rate of pay as a result of the implementation on the Salary Grid shall receive a lump sum payment calculated as follows:

3.75% less % increase in basic rate of pay	X	Regular hours worked between April 1, 2002 and March 31, 2003	X	Basic rate of pay on March 31, 2003
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ON BEHALF OF THE EMPLOYER

om. Sullivan

ON BEHALF OF THE UNION

Don MacLennan

DATE: September 19, 2003

DATE: 19/SEPT/03

LETTER OF UNDERSTANDING
BETWEEN THE
PROVINCIAL HEALTH AUTHORITIES
AND THE
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: IMPLEMENTATION OF COLLAPSED CLASSIFICATIONS

The Parties agree as follows:

This Letter of Understanding shall apply only to the following classifications:

- Housekeeping Aide;
- Housekeeping Attendant;
- Food Service Aide;
- Food Service Attendant;
- Service Attendant.

Effective April 1, 2002:

1. (a) The Housekeeping Aide and Housekeeping Attendant classifications and associated salary ranges will be replaced by *Housekeeping Worker*.
- (b) The Food Service Aide and Food Service Attendant classifications and associated salary ranges will be replaced by *Food Service Worker*.
- (c) The Service Aide and Service Attendant classifications and associated salary ranges will be replaced by *Service Worker*.
2. Employees at the start rate of a Housekeeping Aide, Food Service Aide and Service Aide on March 31, 2002, will be placed on the appropriate "*Worker*" grid at Step 1. All hours worked towards their next increment will be carried forward.
3. Employees at the job rate of a Housekeeping Aide, Food Service Aide and Service Aide on March 31, 2002, will be placed on the appropriate "*Worker*" grid in accordance with the following:
 - (a) If the Employee has worked two thousand twenty-two point seven five (2022.75) hours or more at the job rate, the Employee's basic rate of **pay** will be moved to Step 3 of the appropriate "*Worker*" grid;

- (b) If the Employee **has** worked less than **two** thousand twenty-two point seven five (2022.75) hours at the job rate, the Employee's basic rate of pay will be moved to Step 2 of the appropriate "**Worker**" grid. All hours worked towards their next increment will be carried forward.
4. Employees at the start rate of a Housekeeping Attendant, Food Service Attendant and Service Attendant on March 31, 2002, will be placed on the appropriate "**Worker**" grid at Step 2. All hours worked towards their next increment will be carried forward.
 5. Employees at the job rate of a Housekeeping Attendant, Food Service Attendant **and** Service Attendant on March 31, 2002, will be placed on the appropriate "**Worker**" grid at Step 3.
 6. The Parties agree that there will be reasonable accommodation for any Employee that is unable to perform the duties of the new classification.
 7. This Letter of Understanding shall expire following implementation.

ON BEHALF OF THE EMPLOYER

Om. Sullivan

ON BEHALF OF THE UNION

Lou Williams

DATE: September 19, 2003

DATE: 19/SEPT/03

LETTER OF UNDERSTANDING
BETWEEN
DAVID THOMPSON HEALTH REGION

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: DRAYTON VALLEY HOSPITAL & HEALTH CENTRE - MAINTENANCE
EMPLOYEES EXTENDED WORK DAY

The Parties hereby agree that the following provisions apply only to Maintenance Employees engaged in an extended work day at the Drayton Valley Hospital & Health Centre. Unless otherwise specified in this Letter of Understanding, clauses within the Collective Agreement shall continue to apply. Clauses in this Letter of Understanding shall supercede similar clauses found within the Collective Agreement.

1. Hours of Work

(a) Amend Article 14.08 (a) to read:

"Regular hours of work, exclusive of meal periods for regular full time employees, shall:

- (i) not exceed eleven and one-quarter (11¹/₄) consecutive hours per day;
- (ii) be seventy-seven and one-half (77 ¹/₂) work hours in a fourteen (14) calendar day period.

(b) Amend Article 14.08(b) to read:

- (i) Employees who are scheduled to rotate shifts shall be assigned not less than one-half (1/2) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Union. Provided that in the event of an emergency or where unusual circumstances exist, **an** employee may be assigned to such shift as may be necessary. The Employer shall consider a request by an Employee to work permanent nights.

(ii) **An** employee shall not be scheduled to work more than four (4) consecutive extended ~~shifts~~ nor more than four **(4)** extended ~~shifts~~ per week.

(c) Amend Article 14.08(c) to read:

"Except in cases of emergency or by mutual agreement between the employee and the Employer, shift schedules for regular employees shall provide for:

(i) at least twenty-two and one-half (22 ½) hours off between scheduled ~~shifts~~;

(ii) at least two **(2)** consecutive days of rest per week; and

(iii) two **(2)** weekends off duty in each four **(4)** week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-five **(55)** hours.

(d) Amend Article 14.05 to read:

"Regular hours of work shall be deemed to:

(i) include as scheduled by the Employer, three (3) rest periods of fifteen **(15)** minutes during each full working shift;

(ii) exclude at least one **(1)** and a maximum of two **(2)** ~~thirty~~ (30) minute meal periods as scheduled by the Employer.

(e) Delete Article 14.06.

2. Overtime

(a) Amend Article 15 to read:

"Overtime is all time authorized by the Employer and worked by a regular employee in excess of the regularly scheduled daily hours under paragraph 1.02 above. Overtime shall be paid at the rate of one and one-half time **(1½X)** the basic rate of pay for the first two **(2)** hours and two times **(2X)** the basic rate of pay thereafter.

3. Bereavement Leave

(a) Amend Article 30.07(a) to read:

"~~An~~ employee shall be granted three **(3)** extended consecutive working days and a maximum of 23.25 paid hours leave without loss of salary, in the event ~~of~~ the death of the following relatives of the employee:

spouse (including common-law spouse)

son-in-law
daughter-in-law
mother-in-law
father-in-law
brother-in-law
sister-in-law
grandchild

child
parent
brother
sister
guardian
grandparent

- (b) Bereavement leave shall be extended by two **(2)** additional extended working days if travel in excess of three hundred and twenty **(320)** kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.
- (c) In the event of a death of another relative or close friend, the Employer may grant **up** to one **(1)** extended working day off with pay to attend the funeral services.

4. **Shift Premium**

- (a) Amend Article 19.01 to read:

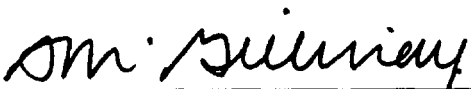
"A shift premium of one dollar (\$1.50) per hour shall be paid to ~~an~~ employee working a shift whereby the major portion of such shift is worked between fifteen hundred (1500) hours and seven hundred (0700) hours."

5. **Weekend Premium**

- (a) Amend Article 20.01 to read:

"A weekend premium of one dollar and ten (\$1.10) per hour shall be paid, in addition to shift premium, if applicable, to an employee working a shift wherein the majority of such shift falls during a sixty four **(64)** hour period commencing at fifteen hundred (1500) hours on a Friday."

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: September 19, 2003

DATE: 19 / 2003 / 03

LETTER OF UNDERSTANDING

BETWEEN THE

LAMONT HEALTH CARE CENTRE

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES


WHEREAS it is the desire of the Parties to replace, substitute or otherwise amend certain terms and conditions contained in the Multi-Employer/AUPE General Support Services Collective Agreement; and

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

NOW THEREFORE the Parties agree as follows:


1. Waive the provision of Article 14.09(a)(i) Hours of Work (Part-time Employees) and allow for an extended work **shift** of eleven and one-quarter (11 1/4) hours on Saturday, Sunday and Statutory Holidays, exclusive of meal periods.
2. The hours worked do not exceed thirty-eight and three-quarters (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule.
3. Any other applicable Article that calculates the benefits or entitlements in days shall be proportionately calculated in hours to ensure there is no loss in benefits or entitlements to these Employees.
4. The extended work day in this Letter of Understanding is applicable to an Employee working as a Clerk I in the **Main** Office. As of the date of ratification, this Letter of Understanding applies to the following Employees: Shirley Ropchan, Diane Holland and Janine Whiting.

ON BEHALF OF THE EMPLOYER



DATE: September 19, 2003

ON BEHALF OF THE UNION



DATE: 19/SEP/03

LETTER OF UNDERSTANDING

BETWEEN

THE PEACE COUNTRY HEALTH REGION #8

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Extended Work Day - Power Engineers

The Parties hereby agree that the following provisions apply only to Power Engineers engaged in the extended work day at the QE II Hospital. Unless otherwise specified in this Letter of Understanding, clauses within the Collective Agreement shall continue to apply. Clauses specified in this Letter of Understanding shall supercede similar clauses found within the Collective Agreement.

ARTICLE 14: HOURS OF WORK:

Unless otherwise mutually agreed between the Employer and the Union, shift schedules for Power Engineers shall provide for:

- (i) not more than two (2) different shift starting times between scheduled days off;
- (ii) days off to be consecutive;
- (iii) not more than four (4) consecutive days of work without receiving days off;
- (iv) at least twelve (12) hours between shifts;
- (v) no split shifts;
- (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular Full-time Engineers who perform the work involved.

Full-Time Power Engineers

- a) the normal number of hours worked in a week shall be not less than forty (40) hours **as** averaged over one (1) complete shift cycle;
- b) For regular Full-time Power Engineers who work the extended work day of twelve (12) hour shifts, the following shall apply:
 - (i) the hours worked to not exceed twelve (12) hours per day;
 - (ii) the hours worked to not exceed forty (40) hours per week as averaged over one complete shift cycle.

ARTICLE 15: OVERTIME:

The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized overtime worked in excess of an Engineer's regularly scheduled daily hours, shall be paid at the rate of one and one-half times ($1\frac{1}{2} \times$) the basic rate of pay for the first two (2) hours and two times (2x) the basic rate thereafter for hours worked on each such day.

Failure to provide at least twelve (12) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods.

Overtime for Casual and Temporary Power Engineers:

Relief Power Engineers who are assigned to work on a extended work day schedule, relieving for Engineers who are engaged in the extended work day, shall be subject to the terms of this Letter of Understanding during such relief or temporary assignment.

- a) (i) all authorized overtime worked in excess of twelve (12) hours per day shall be paid at the rate of one and one-half

times (1 1/2 x) the basic rate of pay for the first two (2) hours and two times (2 x) the basic rate thereafter for hours worked on each such day; or

(ii) all overtime worked in excess for forty (40) hours per week averaged over one (1) complete shift cycle shall be paid at one and one-half times (1 1/2 x) the basic rate of pay for the first two hours and two times (2 x) the basic rate thereafter, which ever is greater.

b) In the event that the Employer fails to provide at least twelve (12) hours rest between scheduled shifts, this shall result in payment of overtime at established rates for any hours worked in the normal rest period.

ARTICLE 16: SALARIES:

Power Engineers who work a regular twelve (12) hour shift shall be paid at the basic rate of pay for the twelve (12) hour shift. It is understood that Engineers engaged in the extended work day will be available for work throughout the twelve (12) hour shift, and that meal and rest periods will be taken on an as-available basis.

ARTICLE 19: SHIFT PREMIUM:

A shift premium of one dollar and fifty cents (\$1.50) per hour will be paid to Employees for all hours worked within the period between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

The specified shift premium shall be paid in addition to the overtime rate for overtime worked, provided the overtime worked occurs between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

ARTICLE 20: WEEKEND PREMIUM:

A weekend premium of one dollar and ten cents (\$1.10) per hour shall be paid in addition to shift premium to an Employee for all hours worked within the ~~sixty-~~four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

ARTICLE 25: NAMED HOLIDAYS:

A regular Full-time Power Engineer covered by this Letter of Understanding, shall be entitled to the eleven (11) named holidays **plus** one (1) floater day as specified in Article 25, however, a regular day's pay for a named holiday, or a day "off" with pay on or in lieu of the named holiday shall be equal to the monetary of time equivalent of eight (8) hours.

ARTICLE 26: ANNUAL VACATION:

Vacation Entitlement

- a) During each year of continuous service in the employ of the Employer, regular Full-time Power Engineers shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned, shall be governed by the position held by the Employee and the total length of service as follows:
 - (i) during the first (1st) to second (2nd) years of such employment, an Engineer earns a vacation of one hundred and twenty (120) working hours per year.
 - (ii) during the third (3rd) to fourteenth (14th) years of such employment, an Engineer **earns a** vacation of one hundred and **sixty** (160) working hours per year.

- (iii) **during** the fifteenth (15th) to **twenty-fourth (24th)** years of such employment, **an** Engineer earns **a** vacation of two hundred (200) working hours per year.
- (iv) during the **twenty-fifth (25th)** and subsequent years of such employment, an Engineer earns a vacation of two hundred and forty (**240**) working hours per year.

ARTICLE 28: SICK LEAVE:

A regular Engineer granted sick leave shall be paid for the period of such leave at his/her basic rate of pay and the number of hours thus paid shall be deducted from his/her accumulated sick leave credits **up** to the total amount of the regular Employee's accumulated credits at the time sick leave commenced.

Full-Time Power Engineers

Sick leave credits for a Full-time Power Engineer shall be earned and computed at the rate of twelve (**12**) hours for each full month of employment **up** to a maximum of nine hundred and sixty (960) hours.

DISCONTINUANCE OF EXTENDED WORK DAY

Either of the Parties to this Letter of Understanding may discontinue the extended work day by providing thirty (30) days written notice to the Party of their intention to do so.

The Parties agree to waive **all** penalty and premium provisions of the Collective Agreement that may be applicable **as** a result of the implementation of, or discontinuance of, the extended work day. Therefore, no Engineer will be entitled to overtime and/or premium payment due to the transition to, or the transition from, an extended work day, to regular eight (8)hour shifts.

ON BEHALF OF THE EMPLOYER

om. Sullivan

ON BEHALF OF THE UNION

Da M. Leman

DATE: September 19, 2003

DATE: 19/SEPT/03

LETTER OF UNDERSTANDING

BETWEEN

THE PEACE COUNTRY HEALTH REGION #8

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Extended Work Day - Unit Clerks

WHEREAS it is the desire of the Parties to replace, substitute or otherwise amend certain terms and conditions contained in the Multi-Employer/ AUPE General Support Services Collective Agreement; and

WHEREAS the parties agree that it may be of mutual benefit to the Employees and the Employer to allow Unit Clerks, who request to do so, to extend their regular hours of work,

NOW THEREFORE, the Parties agree as follows: All Articles and Clauses not listed below remain in force and effect.

A. Re: Article 14 - Hours of Work

1. Replace Article 14.02 with:

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

- (a) at least twenty-two and one-half (22 1/2) hours off duty at a shift changeover;

- (b) at least two (2) consecutive days of rest per week; and
- (c) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two and one-half (22 1/2) hours off duty, she shall be entitled to premium payment of two times (2x) her basic rate of pay for the first (1st) shift.

- 2. Replace Article 14.05 and Article 14.06 with:

14.05 Regular hours of work shall be deemed to:

- (a) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working shift; and
- (b) exclude at least one (1) and a maximum of two (2) thirty (30) or thirty-five (35) minute meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.

- 3. Replace Article 14.08 with:

14.08 Full-time Employees

- (a) **Regular** hours of work for Full-time Employees, exclusive of meal periods, shall:
 - (i) not exceed eleven point zero eight (11.08) consecutive hours per day;
 - (ii) be thirty-eight point seven eight (**38.78**) hours per week averaged over one (**1**) complete cycle of the shift schedule;
 - (iii) except where overtime is necessitated, maximum in-hospital hours shall not exceed twelve and one quarter (**12 1/4**) hours per day, as determined by the start and finish time of the shift.

4. Replace Article 14.08(c) with:

- (c)
 - (i) An Employee shall not be scheduled to work more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week;
 - (ii) not more than two (2) different shift starting times between scheduled days off;
 - (iii) days off to be consecutive;
 - (iv) no split shifts.

5. Replace Article 14.09(a) and (b) with:

14.09 Part-time Employees

- (a) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be up to eleven and one quarter (**11 1/4**) hours in any day. Regular

scheduled hours shall not exceed seventy seven point five six (**77.56**) hours in a fourteen (**14**)day period.

6. Replace Article 14.09(c), (d) and (e) with:

(c) Except in cases of emergency or by mutual agreement between a Part-time Employee and the Employer;

(i) ~~an~~ Employee shall not be scheduled to work on ~~two~~ (**2**) weekends in each four (**4**) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours;

(ii) an Employee shall not be scheduled to work more than four (**4**) consecutive extended shifts nor more than four (**4**) extended shifts per week.

Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving twenty-two and one-half ($22\frac{1}{2}$) hours off duty, she shall be entitled to premium payment of two times (**2x**) her basic rate of pay for the first (**1st**) shift.

(d) A Part-time Employee may work additional shifts from time to time.

(e) Where a Part-time Employee volunteers or agrees when requested, she shall be paid her basic rate for

such hours or, **f** applicable, at the overtime rates(s) provided in Article 15 - Overtime.

- (i) for those hours worked in excess of eleven point zero eight (11.08) hours in a day; or
- (ii) for work performed by the Employee on days in excess of the hours of work referred to in Article 14 - Hours of Work.

- (f) Where the Employer requires a Part-time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate.

B. Re: Article 15 - Overtime

1. Replace Article 15.01 (a) and (b) with:

- 15.01
- (a) Overtime is all time authorized by the Employer and worked by a Regular Employee in excess of the regularly scheduled daily hours in compliance with Article 15.03(a) or on scheduled days of rest for Full-time Employees. The Employer will provide on each ward or unit overtime forms, which are to be signed by the designated authorizing person and a copy, shall be given to the Employee at the time the overtime is worked.
 - (b) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate.

2. Replace Article 15.02 **with:**

15.02 The overtime rate of one and one half times (1 1/2 x) the basic rate of pay for the first two (2) hours and two times (2x) the basic rate of pay thereafter, shall be paid for all overtime worked immediately following or preceding an Employee's scheduled **shift**.

3. Replace Article 15.03 with:

15.03 Where an Employee works overtime on a named holiday in accordance with Article 25, named holiday pay as outlined in Article 25 shall not apply for overtime hours worked. Pay for overtime hours worked on a named holiday shall be at a rate of two times (2x) for the first two (2) hours and two and one half times (2 1/2 x) the applicable basic rate of pay thereafter.

4. Replace Article 15.04 with:

15.04 The overtime rate of one and one half times (1 1/2 x) the basic rate of pay for the first two (2) hours and two times (2x) the applicable basic rate of pay thereafter, shall be paid for overtime on all days off that are worked.

5. Replace Article 15.05 with:

15.05 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate.

C. Re: Article 19 - Shift Differential

1. Replace both Article 19.01 and Article 19.02 with:

19.01 A shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to Employees for all hours worked within the period between fifteen hundred (1500) hours and zero seven hundred (0700) hours. Shift differential payments shall not be considered as part of the Employee's basic rate of pay.

D. Re: Article 20 - Weekend Premium

1. Replace Article 20.01 with

20.01 A weekend premium of one dollar and ten cents (\$1.10) per hour shall be paid in addition to shift differential, if applicable, to Employees for all hours worked within the period between fifteen hundred (1500) hours on Friday to zero seven hundred (0700) hours the following Monday. Such premium payments shall not be considered as part of the Employee's basic rate of pay.

E. Re: Article 25 - Named Holidays

1. Add Article 25.02(b)

25.02 (b) Full-time Employee covered by this Article shall be entitled to eleven (11) named holidays and one (1) floater holiday as specified and shall be paid for same at the Employee's basic rate of pay to a maximum of ninety-three (93) hours per annum.

2. Replace Article 25.05(c) with:

25.05 (c) one regular day's pay of seven and three quarters (7 3/4) hours at her basic rate of pay.

3. Amend Article 25.09(a) to read:

25.09 (a) A Part-time Employee who works on a named holiday (not the designated day off in lieu as per Article 25.08) shall be paid the rate of one and one half times (1 1/2x) her basic rate of pay for all hours worked.

F. Re: Article 26 - Vacations

1. Amend Article 26.01 to read:

26.01 - Definitions

For the purpose of this Article:

(a) "vacation" means annual vacation with pay;

(b) "continuous employment" means the period of employment commencing with the date on which an Employee's uninterrupted service with the Employer commenced.

2. Amend Article 26.02(e) to read:

26.02 (e) Employees shall be permitted to maintain a level of vacation equal to one (1) year's vacation entitlement plus an additional five (5) days.

3. Replace Article 26.03 with:

26.03 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate shall be as follows:
 - (i) during the first (1st) and second (2nd) years of such employment in these positions, an Employee earns a vacation of one hundred sixteen point two five (116.25) working hours;
 - (ii) during the third (3rd) to fourteenth (14th) years of employment, an Employee earns a vacation of one hundred fifty-five (155) working hours; and
 - (iii) during the fifteenth (15th) to twenty-fourth (24th) years of employment, an Employee earns a vacation of one hundred and ninety-three point seven five (193.75) working hours;
 - (iv) during each of the twenty-fifth and subsequent years of employment an Employee earns a vacation of two hundred thirty-two point five zero (232.50) working hours per year.

G. Re: Article 28 - Sick Leave

1. Replace Article 28.04 with.

28.04 An Employee granted sick leave shall be paid for the period of such leave based on the length of the scheduled shift at her basic rate of pay and the number of hours thus paid shall be deducted from her accumulated sick leave to the total number of the Employee's accumulated credit at the time sick leave commenced.

2. Replace Article 28.06 with:

28.06 When a Regular Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time, she shall recommence accumulating sick leave credits.

3. Replace Article 28.11(a) with

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

4. Replace Article 28.11(b)(i) with

28.11 (b) (i) Part-time Employees shall accumulate sick leave benefits on the basis of eleven point six **two** five (11.625) hours per month, pro-rated on the basis of the hours worked by the Part-time Employee, in relation to the regularly

scheduled hours worked for Full-time Employees, such Employees shall not be entitled to apply sick leave credits for additional shifts pursuant to Article 15.08.

In the case of

- a) illness;
- b) injury;
- c) layoff;
- d) leave of absence;
- e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan; and
- f) periods while in receipt of compensation from the Workers' Compensation Board;

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

5. Replace Article 28.12 (b) with:

- 28.12 (b) A Casual Employee may be called or required for an extended work day shift in accordance with Article 14. In such case, work in excess of seven point seven five (7.75) hours shall be regarded as overtime except

where the **Casual** Employee replaces another Employee in ~~an~~ extended work day position.

H. Re: Article 30 - Leave of Absence

1. Amend Article 30.07(a) to read:

30.07 Bereavement Leave

- (a) Bereavement leave of three (3) extended working days and a maximum of twenty three point ~~two~~ five **(23.25)** paid hours shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as:

Spouse	Fiance'
Parent (Including Step Parent)	
Child (Including Step Children)	
Brother (Including Step Brother)	
Sister (Including Step Sister)	
Mother-In-Law	Father-In-Law
Son-In-Law	Daughter-In-Law
Brother-In-Law	Sister-In-Law
Legal Guardian	Grandparent
Grandchild	

"Spouse" shall include common-law or same sex relationship and shall be deemed to mean a man or woman who resided with the Employee and who was held out publicly as her spouse for a period of at least one ~~(1)~~ year before the death.

ON BEHALF OF THE EMPLOYER

om. Sullivan

DATE: September 19, 2003

ON BEHALF OF THE UNION

D. Mahan

DATE: 19/SEPT/03

LETTER OF UNDERSTANDING

BETWEEN

THE PEACE COUNTRY HEALTH REGION #8

and

THE **ALBERTA** UNION OF PROVINCIAL EMPLOYEES

RE: ADDITIONAL CERTIFICATIONS FOR TRADESPERSONS

1. Tradespersons who are certified in more than one (1) trade shall be paid at the Basic Rate of Pay for the trade in which it is anticipated the majority of hours are to be worked. Where the Employer determines that there is value to the Employer for the additional certification(s) held by the tradesperson, and the following criteria are met:

- (a) both certifications are a requirement for the work being performed;
- (b) the employee maintains current certification in both of the applicable trades;
- (c) the employee has completed nine hundred and six point seven five (906.75) hours of work at job rate in their current classification;

the employee shall be eligible for a premium of one dollar (\$1.00) per hour for all hours worked.

2. When a tradesperson is receiving the premium as outlined in Article 1(a) above, the provisions of Article 21.01 shall not apply.

3. This Letter of Understanding shall **only** apply to Tradespersons employed in positions classified in classifications as outlined in Paygrades 9.1, 9.2, 10.1 and 10.2 of Addendum #1 - Local Condition Applicable to Peace Country Health - Queen Elizabeth II Hospital.

ON BEHALF OF THE EMPLOYER

sm. Sullivan

DATE: September 19, 2003

ON BEHALF OF THE UNION

Don MacLennan

DATE: 0 30-03

APPENDIX A

This Collective Agreement applies to the following: (the names that appear below in no way alter or affect the application, jurisdiction, description or legal name that appears in the Alberta Labour Relations Board certificates defining bargaining units)

Health Region #4 (successor to David Thompson Health Region and Crossroads Regional Health Authority)

- all employees when employed in general support services at the Crossroads Hospital & Health Centre - Drayton Valley
- all employees when employed in general support services at the Lacombe Hospital and Care Centre

Health Region #5 (successor to David Thompson Health Region, East Central Health and Lakeland Regional Health Authority)

- all employees when employed in general support services in Bashaw
- all employees at Daysland Health Centre when employed in general support services
- all employees when employed in general support services at the Islay Health Centre
- all employees when employed in general support services at the Killam Health Care Centre
- all employees when employed in general support services at the Provost Health Centre
- all employees when employed in general support services at the Vermilion Health Centre
- Lamont Health Care Centre - all employees when employed in general support services

Health Region #6 (successor to Aspen Regional Health Authority)

- all employees when employed in general support services in Redwater

Health Region #7 (successor to Aspen Regional Health Authority)

- all employees when employed in general support services at the Boyle Healthcare Centre
- all employees when employed in general support services at the Mayerthorpe Healthcare Centre
- all employees when employed in general support services in Radway
- all employees when employed in general support services at the Swan Hills Healthcare Centre

Health Region #8 (successor to Mistahia Health Region and Peace Health Region)

- all employees when employed in general support services at Queen Elizabeth II Hospital and MacKenzie Place
- all employees when employed in general support services in Grimshaw
- all employees when employed in general support services in McLennan

APPENDIX B

This Collective Agreement applies to the following: (the names that appear below in no way alter or affect the application, jurisdiction, description or legal name that appears in the Alberta Labour Relations Board certificates defining bargaining units)

Local 056 Chapter 001	Mayerthorpe - General Support Services
Local 056 Chapter 001	Swan Hills - General Support Services
Local 056 Chapter 002	Crossroads - General Support Services
Local 056 Chapter 003	Lacombe - General Support Services
Local 056 Chapter 004	Killam - General Support Services
Local 056 Chapter 004	Provost - General Support Services
Local 056 Chapter 004	Bashaw - General Support Services
Local 056 Chapter 004	Daysland - General Support Services
Local 056 Chapter 005	Lamont - General Support Services
Local 056 Chapter 006	Queen Elizabeth II - General Support Services
Local 056 Chapter 007	Grimshaw/Berwyn - General Support Services
Local 056 Chapter 007	Sacred Heart - General Support Services
Local 056 Chapter 008	Islay - General Support Services
Local 056 Chapter 008	Vermilion - General Support Services
Local 056 Chapter 009	Radway - General Support Services
Local 056 Chapter 009	Redwater - General Support Services
Local 056 Chapter 009	Boyle - General Support Services