

Collective Agreement

Between

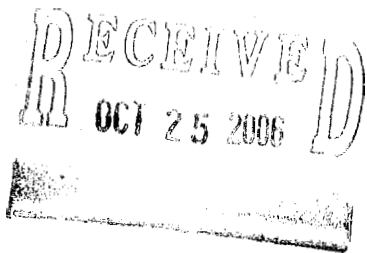
CAPITAL HEALTH

And

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
Local 054**

General Support Services

April 1, 2005 – March 31, 2008



13467(01)

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ARTICLE 1

Definitions

- 1.01 In this Collective Agreement unless the context otherwise requires:
- (a) "Code" means The Alberta Labour Relations Code, or as such act may be amended from time to time as the case requires.
 - (b) "Union" means The Alberta Union of Provincial Employees;
 - (c) "Employer" means Capital Health (CH) Operating as represented by the President or Vice-president, or authorized alternate, as the context of this Agreement may require;
 - (d) "Local" means Local 054 of The Alberta Union of Provincial Employees;
 - (e) "EMAC" means Employee Management Advisory Committee
 - (f) "Member" means an Employee of Capital Health who is included in this Collective Agreement and who is a member of the Local;
 - (g) "Employee" means any person employed in a job classification covered by this Collective Agreement and whose service is designated as:
 - 1. "Regular Full-time", an Employee who occupies a permanently established Full-time position and who has successfully completed the specified probationary period; and has since remained continuously employed as a Regular Employee; or
 - 2. "Regular Part-time", an Employee who occupies a permanently established Part-time position requiring the incumbent to make available his services for not less than point four (.4) FTE in each fourteen (14) day period throughout the year, and who has successfully completed the specified probationary period, and has since remained continuously employed as a Regular Employee. A Part-time Employee will work a minimum of three (3) hours per shift.
 - 3. "Temporary Employee" an Employee who is hired on a Temporary basis for a Full or Part-time position:
 - (i) for a specific job of more than three (3) months and less than six (6) months. If the term of employment of a Temporary Employee is extended or if the Temporary Employee is rehired within thirty (30) calendar days for the same job, or is employed on a

continuous basis for more than six (6) months, a Temporary Employee shall become a Regular Full-time or Regular Part-time Employee as the case may be, unless otherwise mutually agreed by the parties; or

- (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence or is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
- (iii) At the conclusion of a Temporary assignment the Employee shall revert to their previous status.

4. "Casual Employee" shall mean an Employee:

- (i) who is not hired within the definition of an Employee described in Clause 1.01 (g) (1), (2), or (3) and is required to work on a call in basis and/or may be prescheduled for a specific job of less than three (3) months or for relief work, or;
 - (ii) is regularly scheduled on a Part-time basis for less than point four (.4) FTE in each fourteen (14) day period. A Casual Employee who is so scheduled may pick up extra shifts as described in Clause 1.01 (g) (4) (i). If the regularly scheduled hours exceed point four (.4) FTE in a fourteen (14) day period then the Employee shall become Regular Part-time as in Clause 1.01 (g) (2).
- (h) "Regularly Scheduled" shall mean the scheduling of work in a manner requiring an Employee to be available for the performance of assigned duties on specific days.
 - (i) Throughout this Collective Agreement, a word used in the masculine gender applies also in the feminine gender and a word used in the singular applies also in the plural, unless the context otherwise requires.
 - (j) "Vacation" shall mean annual vacation at the Basic Rate of Pay.
 - (k) "Basic Rate of Pay" shall mean the applicable rate specified in the Pay Classifications.
 - (l) "Cycle of Shift Schedule" shall be defined as that period of time which is required for a shift schedule to repeat itself or two (2) weeks whichever is greater and shall not exceed fifteen (15) weeks.
 - (m) "Shift" means a daily tour of duty exclusive of overtime hours.

- (n) “Regular Hours Worked” shall mean those hours worked and paid at the Basic Rate of Pay.
- (o) “Ad Hoc Position” means a position established on an ad hoc basis whereby the Employer acts as the agent for a funding authority and shall not be included within the scope of this Collective Agreement.
- (p) “Site” means the building or series of proximate buildings established by the Employer as a distinct designated work location for Employees.
- (q) “Chapter” means a component of a Local established to facilitate the collective bargaining and contract administration of the Union as determined by AUPE.

ARTICLE 2

Term of Collective Agreement

- 2.01 This Collective Agreement shall take effect as of the date of signing and shall remain in full force and effect until March 31, 2008 and from year to year thereafter unless notice is served by either party pursuant to the Code.
- 2.02 Where notice is served by either party under the Code, provisions of this Collective Agreement shall continue until:
- (a) Settlement is agreed upon and a new Collective Agreement signed;
 - (b) If the settlement is not agreed upon, then this Collective Agreement shall remain in effect until a new Agreement is signed as provided in the Code.
- 2.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, addressed in the case of the Employer to:

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

and in the case of the Union to:

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

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

ARTICLE 3

Application

- 3.01 This Collective Agreement shall not be changed after the effective date hereof save in accordance with the collective bargaining procedure as provided in the Code.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of the Basic Rate of Pay as set out in the salary schedule.
- 3.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the Section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.04 The Parties agree that negotiations during the life of this Collective Agreement can only be reopened on any part thereof if the opening is mutually acceptable to both Parties.

ARTICLE 4

Negotiations

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

ARTICLE 5

Management Rights

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

ARTICLE 6

Union Recognition

- 6.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement as described in the certificate issued pursuant to the Code and amendments thereto, or where the Union is deemed certified, the Employer recognizes the Union as the sole bargaining agent for all Employees employed in a job classification listed for Capital Health.
- 6.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 6.03 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the regular hours of work or pay of any regular Employee. For the purpose of this Clause, "persons" shall mean all other Employees of the Employer who are not included in the bargaining unit.
- 6.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement. A representative of the Employer may be present at such presentation.

ARTICLE 7

Union Membership and Payment of Dues

- 7.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union.
- 7.02 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 7.03 Deductions of amounts equal to the dues for all Regular Full-time and Part-time, Probationary, Casual and Temporary Employees shall commence with the first (1st) full pay period of employment.

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

ARTICLE 8

No Discrimination

- 8.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, creed, national origin, political or religious affiliation, sex, sexual preference, marital status, physical disability, mental disability, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee or the Employer exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 8.02 Shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 9

Union Stewards

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

ARTICLE 10

Grievance Procedure

- 10.01 **Communication**
- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Chair of the Chapter, or their authorized alternate.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the appropriate Human Resources Department as designated by the Employer.

- (c) For the purpose of Article 10, time periods specified shall not include Saturdays, Sundays, or named holidays.
- (d) Either party may request a hearing at any step of the grievance procedure.

10.02

Grievance Definitions

A grievance shall be defined as any difference arising out of 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; 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 Clause 10.04. 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 twenty (20) 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.

10.03

Notwithstanding Clause 10.02 (a), (b) and (c) and Clause 10.04 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.

10.04

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

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

Step I (Discussion)

Where a difference allegedly has occurred, the Employee shall advise his immediate supervisor who is not within the scope of this Collective Agreement that he wishes to have a Step 1 discussion and shall discuss the matter with a view to resolving it. The discussion shall occur within ten (10) days of the date the Employee first became aware of, or reasonably should have become aware of the difference. An Employee shall have the right to have a Union Steward present during discussions at this Step. The immediate Supervisor shall advise the Employee of the decision within ten (10) days of the date the matter was first discussed.

Step II

If the difference is not resolved in Step I, it becomes a grievance provided that it is reduced to writing specifying the nature of the grievance, the Article or Articles in this Collective Agreement upon which the grievance is based, the redress sought and is submitted by the Union and Employee to the appropriate Human Resources Department or authorized alternate within ten (10) days of the decision of the immediate Supervisor at Step I. The decision of the Department Head or authorized alternate will be issued to the Employee (with a copy to the Union) in writing within ten (10) days of receipt of the written grievance.

Step III

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

Step IV

- (a) If the grievance is not resolved in Step III either party may within twenty (20) days from the date the decision by the appropriate Senior Administrator or authorized alternate was issued and provided the grievance has been properly processed according to the provisions required by the grievance procedure, notify the other party in writing of its desire to submit the grievance to Arbitration and the notice shall specify the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based and the redress sought and the name of the first party's appointee to an Arbitration board. The recipient of the notice shall within ten (10) days inform the other party of the name of its appointee to the Arbitration Board. The **two** appointees so selected shall within ten

- (10) days of the appointment of the second of them, appoint a third person who shall be the Chair.
- (b) If the two members fail to appoint a third member within ten (10) days after the day on which the last of the two members is appointed, a third member who shall be Chair shall be appointed pursuant to the appropriate Code.
 - (c) The hearing will be held as soon as possible but under no circumstances beyond ninety (90) days of the appointment unless otherwise directed by the Parties.
 - (d) The Arbitration Board shall hear and determine the difference and shall issue an award in writing within sixty (60) days of the close of hearing and the decision is final and binding upon the Parties and upon any Employee affected by it. The award of a majority is the award of the Arbitration Board, but if there is not a majority the decision of the Chair governs and shall be deemed to be the award of the Arbitration Board.
 - (e) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two Parties shall bear equally the expenses of the Chair.
 - (f) Arbitration Boards shall not add to, alter, modify or amend any part of the Terms of the Collective Agreement by their decision, nor make any decision inconsistent with it, nor deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- 10.05
- (a) In the event an Employee alleges that he has been disciplined without just cause, he may commence his grievance at Step II.
 - (b) In the event an Employee alleges that he has been dismissed without just cause, he may commence his grievance at Step III.
- 10.06
- (a) In the event that the designated Employer representative fails to respond to the grievance at any step of this grievance procedure, the grievance may be forwarded to the next step within ten (10) days of the expiration of the time allowed for the Employer response.
 - (b) In the event that a grievance is not advanced by the Employee to the next step of the grievance procedure before the expiration of the time provided for doing so, the grievance shall be deemed to be abandoned or resolved unless the Parties have mutually agreed in writing to extend the time limits.
- 10.07
- The time limits specified throughout the steps of the grievance procedure are mandatory but may be extended by mutual consent in writing between the Union and the Employer.

ARTICLE 11

Discipline, Dismissal and Termination

- 11.01 Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within fifteen (15) days (excluding Saturday, Sundays and Named Holidays) of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act, The Employer will provide a copy of written disciplinary action (including written reprimand, suspension or dismissal) to the Union within five (5) days of the discipline. An Employer request to extend these time lines, in order to complete a proper investigation, shall be by mutual consent in writing by the parties.
- 11.02 An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that his official Human Resources file be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of disciplinary action, during that two (2) year period, of which the Employee is aware. The Employer will confirm in writing to an Employee eligible to have his record cleared, that such action has been effected.
- 11.03
- (a) The Employer agrees that access to an Employee's Human Resources file shall be provided to the Employee, upon written request, once in every year.
 - (b) Upon written request, a grievor shall be permitted to review his Human Resources file in the event of a difference or grievance. An Employee shall be given a copy of any documents in such file pertinent to the difference or grievance. He may request a representative of the Union to be present at such time.
 - (c) An Employee requesting a copy of a document in his Human Resources file pertaining to a difference or a grievance, shall be given such copy provided that he first pays to the Employer a fee to cover the cost of providing such a copy. The amount of such fee shall be determined by the Employer.
- 11.04 Any Employee who is to be disciplined, apart from discipline of a minor nature which does not become a part of the Employee's Human Resources file, shall be entitled to have a Union Steward present at the interview. During such an interview, the Union Steward shall not become involved in discussions other than to advise the Employee of his rights or recommend a course of action to him.

The right of the Employer to:

- (a) interview third parties, or
- (b) take action required to maintain order and protection of property;

shall not be restricted.

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

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

ARTICLE 12

Employee Management Advisory Committee

- 12.01 The Parties to this Collective Agreement agree to establish Employee-Management Advisory Committee(s) (EMAC) within the sites. Each committee will consist of a maximum of six (6) persons with equal representation from the parties.
- 12.02 In a site that has an established mechanism(s) that performs the functions of the EMAC as described in Clause 12.08 and where the mechanism(s) provides for the representation from this bargaining unit then the Employer and the Union Representative may mutually agree to waive Clause 12.01.
- 12.03 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.
- 12.04 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time to time.
- 12.05 The Parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority whose membership should be as constant as reasonably possible with a minimum of alteration or substitution.
- 12.06 The Chair on EMAC shall be the senior representative of the Employer, and the Vice-Chair shall be the senior representative of the Union.

- 12.07 EMAC shall meet at a mutually acceptable hour and date. Either the Chair or the Vice-Chair may mutually call a special meeting to deal with urgent matters.
- 12.08 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- 12.09 Either the Employer or the Union may have experts or advisors present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem. Each party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.
- 12.10 Where an EMAC has not been established within a site, the union may request a meeting with the designated Human Resources Department to discuss the formation of EMAC(s).
- 12.11 Within thirty (30) days of the request, the parties will meet to discuss membership and subsequent development of Terms of Reference in accordance with Article 12.

ARTICLE 13

Health and Safety

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

ARTICLE 14

Bulletin Boards

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

ARTICLE 15

Supply of Uniforms

- 15.01 (a) The Employer will continue to supply and maintain (launder, alter and repair) without charge such uniforms which the Employer presently requires Employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, color and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer in consultation with the Employees affected.
- (b) When an employee requests to supply their own uniform, the nature, colour and style of the uniform shall be determined by the Employer. The Employee request shall not be unreasonably denied.

ARTICLE 16

Probation

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

except that it shall not be the subject of Arbitration at Step IV. A decision at Step III of the grievance procedure shall be final and binding on the Parties and on all interested persons. An Employee will be kept advised of his progress during the extension to the probationary period.

ARTICLE 17

Seniority

- 17.01 The seniority of all Regular Employees hired on or before March 30, 2005 shall remain unchanged except by the operation of the collective agreement.
- 17.02 a) For Regular Employees hired after March 30, 2005, seniority is defined as the length of continuous employment with the Employer as determined by the latest date of hire within the Bargaining Unit.
- b) For Casual and Temporary Employees, whose status changes to Regular, the seniority date shall be established by dividing their contiguous hours worked with the Employer from the date the Employee commenced with the Bargaining Unit by 2022.75 and converting the result to a seniority date.
- 17.03 A Regular Full-time Employee or Regular Part-time Employee who resigns from service within the Bargaining Unit and is subsequently re-employed shall have seniority only from the date of such re-employment
- 17.04 A Regular Full-time Employee or Regular Part-time Employee who accepts or is working in a position outside the jurisdiction of the Bargaining Unit will not accumulate seniority for this period and will have their seniority date adjusted accordingly upon returning to the Bargaining Unit.
- 17.05 An up to date seniority list shall be sent to the local on a quarterly basis and when any regular Employee is served notice of layoff. Such list shall include each Employees' classification. Subject to the Employers ability to do so, the seniority list shall be sent to the union electronically.

ARTICLE 18

Layoff and Recall

Layoff

- 18.01 The Employer and the Union recognize the value of meeting prior to a position abolishment or layoff process occurring to discuss how the processes will take place, review the current seniority list and other relevant factors.
- 18.02 When, in the opinion of the Employer, it becomes necessary to reduce or change the workforce as a result of position abolishment or layoff the Employer will notify Employees at least fourteen (14) calendar days prior to

the layoff. The fourteen (14) calendar days notice shall not apply where 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 his regularly scheduled hours during the fourteen (14) calendar days after the notice of layoff, the Employee shall be paid in lieu of such work for that portion of the fourteen (14) calendar days during which work was not made available.

- 18.03 Where there is a reduction in the number of Regular Employee(s); the Regular Employee(s) with the least seniority and the same FTE, within the same classification, department or program, and home-site shall be the first Employee(s) laid off.
- 18.04 A consultation meeting will be arranged by the Employer:
- a) between the Employee, an Employer Representative(s), and a Union Representative(s) at which time the Employee will be advised of available vacant positions into which they may be placed with:
 - i) equal or lower FTE
 - ii) same or lower classification/end rate
 - iii) for which they are qualified
 - b) an Employee eligible to be placed in accordance with Clause 18.04 (a) shall have seventy-two (72) hours to advise the Employer of his decision to accept or reject the placement.
 - c) In the event the Employee is placed in accordance with this clause in a position which has a maximum Basic Rate of Pay less than the rate he was receiving upon the date of layoff, his Basic Rate of Pay shall be maintained until such time as the Basic Rate of Pay in the lower classification exceeds his current rate of pay.
- 18.05 An Employee who is not placed in a position in accordance with Clause 18.04 and who declines placement in a vacant equivalent FTE position within his series at his home-site shall not be eligible to displace another Employee and shall forfeit recall rights. For the purpose of this Article, "series" shall mean the classifications contained within each alphanumeric identifier contained in the pay classifications section
- 18.06 An Employee to whom Clause 18.05 does not apply may displace another Employee with less seniority subject to the following sequence and provided they are qualified to perform the duties:
- a) first, the least senior Employee at the home-site in the same FTE and same classification.
 - b) next, the least senior employee at the home-site with the same or lower FTE within the same series; or
 - c) next, the least senior employee at another site within the same series and the same or lower FTE; or

- d) next, the least senior employee in the next lowest paid classification and series, within the same group, with the same or lower FTE, for which the Employee is qualified.
- 18.07 An Employee displacing in accordance with Clause 18.06 shall have seventy-two (72) hours to advise the Employer of his decision.
- 18.08 An Employee choosing not to displace another Employee may accept layoff subject to recall.
- 18.09 The Employer and the Employee shall continue to pay their share of the premium for applicable benefit plans to assure continuation of such protection if so desired by the affected Employee. Such arrangements shall continue as long as the Employee has rights to recall.

Recall

- 18.10 Employees who have been laid off for less than three-hundred and sixty-five (365) calendar days shall be recalled in order of seniority.
- 18.11 Recall shall be to positions:
- a) in the Employee's previous or lower classification/ end rate provided the Employee possesses the necessary qualifications to perform the work and;
- b) with an equal or lower FTE.
- 18.12 The method of recall shall be by telephone or, if such is not possible, by registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work on the date specified or other mutually agreed date. Failure to report on the date specified or mutually agreed date shall constitute a termination of employment by the Employee.
- 18.13
- a) Employees placed into a position within their current classification in accordance with Clauses 18.04, 18.06 or 18.11 shall be subject to a trial period of twenty (20) shifts in which to demonstrate their ability to perform the duties of the new position. During the trial period the Employee may be returned to layoff status for the balance of the initial layoff period.
- b) Employees placed into a position that is different than their current classification in accordance with Clauses 18.04, 18.06 or 18.11 shall be subject to a trial period of forty (40) shifts in which to demonstrate their ability to perform the duties of the new position. During the trial period the Employee may be returned to layoff status for the balance of the initial layoff period.
- 18.14 Recall rights shall be forfeited if:
- a) an Employee refuses recall to a position with an equivalent FTE within his series and at the same home-site from which he was laid off;

- b) the Employee accepts a recall and returns to a position in the same series and FTE;
 - c) the Employee applies on a posted position and is successful in accordance with Article 20;
 - d) three-hundred and sixty-five (365) calendar days from the date of the initial layoff have expired.
- 18.15 No new Employees will be hired while there are laid off Employees who possess the necessary qualifications for the position and are willing to accept it.
- 18.16 Employees on layoff:
- a) shall indicate in writing on a quarterly basis to the Employer their availability to work casual shifts;
 - b) who refuse casual shifts may do so without adversely impacting their recall rights.
- 18.17 An Employee shall have the right to refuse a recall to a position with a lesser FTE or a lower paid classification than his pre-layoff position without forfeiting his recall rights.
- 18.18 Regular Employees on layoff shall not be deemed to have abandoned recall rights to their pre-layoff FTE positions by accepting temporary positions or positions with a lesser FTE or a lower paid classification.
- 18.19 If a number of Employees are to be affected by a staffing/FTE adjustment, the Employer and Union may mutually agree to an alternate process that minimizes the impact to the affected Employees and the organization.
- 18.20 The local shall be provided with an up-to-date layoff list on a quarterly basis subject to the Employer's systems capability.

ARTICLE 19

Job Opportunities

- 19.01 All Regular and Temporary vacancies to be filled which fall within the Bargaining Unit will be posted for a period of not less than seven (7) full calendar days excluding Named Holidays. A copy of the posting will be provided to the Chapter.
- 19.02 All applications delivered to the specified Human Resources Department during the posting period will be considered. All applicants interviewed shall be advised of the outcome. The name of the successful applicant shall be posted as soon as possible after the appointment is made.

- 19.03 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.
- 19.04 The Employer shall provide to each new Employee a copy of their position description/specifications, within fifteen (15) working days of commencement of employment.
- 19.05 The Parties may mutually agree to waive application of this Article.

ARTICLE 20

Promotions and Transfers

- 20.01 (a) Promotions and transfers will be based on job knowledge, experience, education, special skills, ability to supervise, seniority and other qualifications needed to fill the position. Where these factors are deemed by the Employer to be relatively equal, preferential consideration shall be given to Regular Employees.
- (b) Promotions shall only be made in accordance with Clause 20.01(a) or Article 22.
- 20.02 An Employee transferred or promoted to a position in the Bargaining Unit shall serve a trial period of up to four-hundred and sixty-five (465) hours worked in the new position or to a maximum of six (6) months for Regular Part-time Employees. During the trial period the Employee may either:
- (a) return to his former position at his request; or
- (b) be returned to his former position;
- but in either circumstance, at the sole discretion of the Employer, he may be assigned to a similar position within the site consistent with his abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer or promotion.

ARTICLE 21

Acting Incumbents

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

a period of two (2) hours or more shall, in addition to his Basic Rate of Pay, be paid a premium to be determined by the Employer.

- 21.03 An Employee required by the Employer to temporarily replace another Employee holding a position within the Bargaining Unit to which is assigned a lower pay grade, except as provided in Clause 41.05, shall not have his Basic Rate of Pay adjusted.

ARTICLE 22

Reclassification

- 22.01 Employees holding positions which fall within the Bargaining Unit will be provided with a functional outline of their duties. An Employee will be provided with a written copy upon written request to the Human Resources Office.
- 22.02
- (a) When the duties of a classification are significantly altered by an action of the Employer, or where a new Classification is developed by the Employer, which may fall within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed rate of pay for such classification within twenty-one (21) calendar days of the action.
 - (b) The Union may contest the proposed rate of pay by sending written notice to the Employer. A notice to contest the rate of pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.
 - (c) The Parties shall attempt to resolve the rate of pay through negotiations. Should the two Parties fail to reach an agreement through negotiations, the grievance procedure shall apply.
 - (d) The proposed rate of pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed rate of pay. Such amended rate will be effective from the date of written notice from the Employer to the Union.
- 22.03 An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced in accordance with Article 41.
- 22.04 An Employee's written request to the Human Resources Office for a classification or job review will be dealt with within sixty (60) days of receipt. The review will be based on the job as it was on the date of the request for review. The Employee will be advised in writing of the results of the review within ninety (90) days of the date of the request.

- 22.05 Effective April 2, 2006, an Employee whose position is reclassified to a lower Basic Rate of Pay through no cause of his own, shall have his Basic Rate of maintained until such time as the Basic Rate of Pay of the lower classification meets or exceeds his current Basic Rate of Pay.

ARTICLE 23

Hours of Work

Regular Full-time Employees

- 23.01 (a) The regular hours of work, exclusive of meal breaks, for Regular Full-time Employees, other than those listed in b) below shall be seventy-seven and one-half (77 1/2) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be seven and three-quarter (7 3/4) work hours.
- (b) Regular hours of work for Regular Full-time Power Engineers and Plant Operators who are scheduled to work a regular eight (8) hour shift, shall be:
- (i) eight (8) hours per day; and
- (ii) eighty (80) hours in a fourteen (14) calendar day period averaged over one (1) complete cycle of the shift schedule.
- 23.02 Except by mutual agreement between the Employee and the Employer, an Employee ~~will~~ receive at least one (1) weekend off in three (3) averaged over one (1) complete cycle of the shift schedule. A weekend shall mean a Saturday and a Sunday. In no instance will an Employee be required to work more than ~~six~~ (6) consecutive days without receiving his day(s) off except as mutually agreed between the Employee and the Employer.
- 23.03 a) Employees will not have less than fifteen and one-half (15 1/2) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.
- b) Notwithstanding Clause 23.03 a), Employees working in community programs with evening services shall have at least ten (10) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.
- 23.04 The first shift of any day will be the one on which the majority of hours are worked on that day.
- 23.05 (a) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour in each shift. If an Employee

is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.

- (b) A paid rest period of fifteen (15) minutes will be permitted during each full half ($1/2$) shift, the time of which shall be scheduled by the Employer. Paid rest periods will not be scheduled in conjunction with meal breaks, starting times, quitting times, or taken together except by mutual agreement between the Employee and the Employer. If an Employee is unable to take his paid rest period or is recalled from his paid rest period, compensating time shall be provided later in his shift or paid to the Employee at an additional one times (1X) his basic rate of pay.
- (c) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

Regular Part-time Employees

- 23.06
- a) Hours of work, exclusive of meal periods, for Regular Part-time Employees, other than those listed in b) below, shall be less than seventy-seven and one-half ($77\ 1/2$) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be up to seven and three-quarter ($7\ 3/4$) work hours.
 - b) Hours of work for Regular Part-time Power Engineers and Plant Operators who are scheduled to work a regular eight (8) hour shift, shall be:
 - (i) Up to eight (8) hours per day; and
 - (ii) less than eighty (80) hours in a fourteen (14) calendar day period averaged over one (1) complete cycle of the shift schedule.
 - c) The first shift of any day will be the one on which the majority of hours are worked on that day.
 - d)
 - i) Hours of work shall exclude an unpaid meal break of not less than one-half ($1/2$) hour for shifts worked greater than five (5) hours.
 - ii) All Regular Part-time Employees shall be permitted one (1) paid rest period of fifteen (15) minutes during each full period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. If an Employee is unable to take his paid rest period, or is recalled from his paid rest period, compensating time shall be provided later in his shift or paid to the Employee at an additional one times (1X) his basic rate of pay.

- (iii) Paid rest periods will not be scheduled in conjunction with meal breaks, starting times, quitting times, or taken together except by mutual agreement between the Employee and the Employer.
 - (iv) Power Engineers and Plant Operators referenced in Clause 23.06 (b) may be required to take their paid rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Boiler's and Pressure Vessels Act.
 - (v) Employees will not have less than fifteen and one-half (15 1/2) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.
 - (vi) Notwithstanding Clause 23.06 (d) (v), Employees working in community programs with evening services shall have at least ten (10) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.
- e) The basic rate of pay will prevail for additional hours of work assigned to a Regular Part-time Employee beyond their scheduled hours provided:
- (i) the Employee accepts the assignment;
 - (ii) the hours worked do not exceed seven and three-quarter (7 3/4) or eight (8) hours as applicable;
 - (iii) the hours worked do not exceed seventy-seven and one-half (77 1/2) or eighty (80) hours as applicable over a period of fourteen (14) calendar days averaged over one complete cycle of the shift schedule;
 - (iv) the Regular Part-time Employee does not work in excess of six (6) consecutive days without days off unless mutually agreed between the Employee and the Employer;
- f) When a Regular Part-time Employee accepts additional hours as per the preceding conditions their schedule shall not be considered to have been changed and therefore Clause 23.07 does not apply.

Regular Employees

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

- 23.08 Employees may exchange shifts amongst themselves provided that:
- (a) the exchange is agreed to in writing between the affected Employees; and
 - (b) prior approval of such an exchange has been given by the Employees' immediate supervisor,

Such exchange shall be recorded on the shift schedule for payroll recording and will not be deemed a violation of the scheduling provisions of this Article, nor shall it result in any extra cost for the Employer.

- 23.09
- (a) When time is converted to Mountain Standard Time in accordance with the Daylight Savings Time Act regular hours of work shall be extended to include the additional hour and the Employee shall be paid at the overtime rate for that hour.
 - (b) When time is converted to Daylight Savings Time in accordance with the Day Light Savings Time Act the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for that shift reduced by one (1) hour.

ARTICLE 24

Extended Hours of Work

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

- 24.02
- (a) Employees working extended hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been extended, This will result in no loss or gain in Employee benefits and entitlements.
 - (b) Regular hours of work for Full-time Employees, exclusive of meal periods, shall not be greater than twelve (12) hours per shift, and shall be equivalent to:
 - (i) thirty-eight and three quarter (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule and two thousand and twenty-two and three-quarter (2022.75) hours per year; or

- (ii) thirty-five (35) hours per week averaged over one complete cycle of the shift schedule and eighteen hundred twenty seven (1827) hours per year; or
- (iii) thirty-six and one quarter (36 ¼) hours per week averaged over one complete cycle of the shift schedule and eighteen hundred ninety two and one quarter (1892.25) hours per year; or
- (iv) thirty seven and one half (37 ½) hours per week averaged over one complete cycle of the shift schedule and nineteen fifty seven and one half (1957.5) hours per year; or
- (v) forty (40) hours per week averaged over one complete cycle of the shift schedule and two thousand eighty eight (2088) hours per year;

as determined by the Employer.

- (c) Regular hours of work for Part-time Employees, exclusive of meal periods, shall not be greater than twelve (12) hours per shift, and shall be less than the hours in Clause 24.02 (b) (i) through (v) above.
- (d) Employees shall not be scheduled to work more than four (4) consecutive shifts of eleven (11) hours or greater, or five (5) consecutive shifts of less than eleven (11) hours except by mutual agreement between the Employee and the Employer.
- (e)
 - (i) Regular Full-time employees working shifts pursuant' to Clause 24.02 (d) who are required to rotate shifts, shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances arise, an Employee may be assigned such shifts as may be necessary.
 - (ii) For the purpose of adopting Clause 24.02 (e) (i) above, a Regular Full-time Employee will be deemed to be working day duty for those periods of time absent on vacation and named holidays, sick leave, bereavement leave or any other leave pursuant to this Collective Agreement.
- (f) Regular hours of work shall be deemed to:
 - (i) Include a fifteen (15) minute rest period for each four (4) hours scheduled, two (2) rest periods of which may be combined by mutual agreement between the Employer and the Employee:
 - (ii) Exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer during each shift in which the Employee works in excess of five (5) hours. In making this determination the Employer will consider the preference of the Employee as to the scheduling of this meal period.

- (iii) Meal periods shall not be scheduled in the first two (2) or the last two (2) hours of the shift except by mutual agreement between the Employer and the Employee.

- (g) Regular Employees may exchange shifts amongst themselves provided that:
 - (i) the exchange is agreed to in writing between the affected Employees; and
 - (ii) prior approval of such an exchange has been given by the Employees' immediate supervisor.

Such exchange shall be recorded on the shift schedule for payroll recording and will not be deemed a violation of the scheduling provisions of this Article, nor shall it result in any extra cost for the Employer.

- (h)
 - (i) The applicable shift differential premium shall be paid to an Employee for each regularly scheduled hour worked between 1500 hours and 0700 hours provided that greater than two (2) hours are worked during this period.
 - (ii) Employees working extended hours of work to earn days off will not be entitled to receive shift differential premium under this Article.

- (i) Sick leave will be accumulated in accordance with Article 32, and will be paid, where the Employee is eligible for such payment, at the Basic Rate of Pay when granted within the scheduled extended hours of work.

- (j) Bereavement leave or any other paid leave of absence, granted within the scheduled extended hours, will be at the Employee's Basic Rate of Pay for those approved hours for which the Employee is eligible.

- (k) For the purpose of adopting extended hours of work, Clauses 23.03 and 25.04 shall not apply, however, Employees shall not normally be given less than fifteen and one-half (15 1/2) hours rest between changes in shifts.

- (l) Failure to provide at least fifteen and one-half (15 1/2) hours off duty between shifts when the shift schedule is changed shall result in payment of overtime, at established rates, for any hours worked during such normal rest period.

- (m) A Regular Full-time Employee covered by this Article shall be entitled to the eleven (11) named holidays and "Floater" holiday as specified in Article 30, and shall be paid for these holidays at his Basic Rate of Pay when granted within the scheduled extended hours to a total of: eighty-four (84), eighty-seven (87), ninety (90), ninety-three (93) and ninety-six (96) hours per annum dependant on the Employees' regular hours of work.

- (n) A Regular Employee covered by this Article shall be entitled to the hours of earned vacation in accordance with Article 31, and shall be paid for earned vacation at his Basic Rate of Pay for the scheduled extended hours that he would have worked had he not been on vacation.
- (o) A Regular Full-time Employee shall be paid overtime for:
- (i) time worked in excess of the scheduled extended hours of work; or
 - (ii) time worked when an Employee is called back to duty beyond the Employee's normal working hours pursuant to Article 27; or
 - (iii) time worked on an Employee's scheduled day(s) off, however, this shall not apply if a scheduled day off is changed by giving not less than seven (7) calendar days notice.
- (p) Regular Part-time Employees shall be paid overtime for:
- (i) any time worked in excess of the scheduled extended hours of work one (1) day ; or
 - (ii) any time worked when the total of hours worked exceeds the weekly hours outlined in Clause 24.02 (c) average over one complete cycle of the shift schedule.
- (q) In implementing these Extended Hours of Work, the Employer and the Union may vary the terms of this Article through mutual agreement in writing.

ARTICLE 25

Overtime

- 25.01 All overtime must be authorized in advance by the Employer.
- 25.02 Time off in lieu of overtime worked shall only be granted if requested by the Employee and approved by the Employer. Employees shall not be required to layoff during a regular shift to equalize any overtime worked previously.
- 25.03 Overtime shall be shared as equally as possible among Employees who perform the work involved.
- 25.04
- (a) Failure to provide at least fifteen and one-half (15 1/2) hours' rest between shifts when the shift schedule is changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.
 - (b) Notwithstanding Clause 25.04 a) above, failure to provide at least ten (10) hours' rest between shifts when the shift schedule is changed for Employees working in community programs with evening service,

shall result in payment of overtime at established rates for any hours worked during such normal rest period.

- 25.05 All overtime shall be calculated to the nearest one-quarter (1/4) hour.
- 25.06 Except in the case of unforeseen circumstances, when overtime work is scheduled the Employee affected shall be given at least four (4) hours' notice.
- 25.07 An Employee who normally travels from work to his place of residence by means other than his own vehicle following completion of his regular shift, but who is prevented from doing so by being required to remain on duty longer than his regular shift and past the time when public transportation is available, shall be reimbursed for reasonable and substantiated cost of alternate transportation from the place of employment to his residence.
- 25.08 Where an Employee is authorized to work a full seven and three-quarters (7 3/4) hours overtime assignment, the provisions of Clause 23.05 shall apply as though it were a regular shift.
- 25.09 Time off in lieu of overtime not taken by the last day of March in any given year shall be paid out unless otherwise mutually agreed.

Regular Full-time Employees

- 25.10 A Regular Full-time Employee who works overtime shall be paid at the rate of *two* times (2X) his Basic Rate of Pay for all overtime. Overtime is defined as:
- (a) Time worked in excess of seven and three-quarter (7 3/4) hours per day ;or
 - (b) Time worked in excess of eight (8) hours per days for Power Engineers and Plant Operators; or
 - (c) Time worked when an Employee is called back to duty beyond the Employee's normal working hours, pursuant to Article 27; or
 - (d) Time worked on an Employee's scheduled day(s) off. This clause shall not apply if the scheduled day(s) off are changed by giving not less than seven (7) calendar days notice.

Regular Part-time Employees

- 25.11 Regular Part-time Employees shall be paid overtime rates as provided in Clause 25.10 for:
- (a) any time worked in excess of seven and three-quarter (7 3/4) hours during any one (1) day; or

- (b) any time worked when the total of hours worked exceeds seventy-seven and one-half (77 1/2) hours in any two (2) week period averaged over 1 (one) complete cycle of the shift schedule.

ARTICLE 26

On-Call Duty

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

ARTICLE 27

Call Back

- 27.01 (a) When a Regular Full-time Employee is called back to work outside of scheduled working hours, he shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates whichever is the greater.
- (b) A Regular Part-time Employee who has completed a shift and is called back and required to return to work outside the Regular Part-time Employee's regular hours, shall be paid for the call at overtime rates or a minimum of two (2) hours at overtime rates, whichever is greater.
- (c) Such Employee shall be reimbursed for a round trip between his place of employment and his home at the rate of thirty-eight cents (38¢) per kilometer.
- (d) A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining minimum call-back pay.
- 27.02 An Employee who is called back to work on a named holiday in accordance with Clause 27.01, shall receive:
- (a) one and one half times (1 1/2X) his Basic Rate of Pay for the actual hours worked or a minimum of two (2) hours whichever is greater; plus

- (b) time off at his Basic Rate of Pay for the actual hours worked.

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

ARTICLE 28

Reporting Pay

- 28.01 (a) In the event that an Employee reports for work as scheduled and is requested by the Employer to leave prior to the completion of the scheduled shift, the Employee shall be compensated for at his basic rate of pay for the inconvenience by a payment equivalent to four (4) hours (inclusive of hours worked), or for the hours actually worked, whichever is greater.
- (b) Such Employee shall be reimbursed for a round trip between his place of employment and his home at the rate of at least thirty-eight cents (38¢) per kilometer or taxi fare upon production of a receipt.

ARTICLE 29

Shift and Weekend Differential

Regular Full-time Employees

- 29.01 a) In addition to his Basic Rate of Pay, a shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees working a shift whereby the majority of such shift falls within the period of 1500 hours to 0700 hours.
- b) Shift differential shall be paid in addition to the overtime rate, for:
- i) overtime worked between the period of 1500 hours to 0700 hours which forms a continuous period with a shift worked in (a) above,
- ii) overtime worked between the period of 1500 hours to 0700 hours provided that three (3) hours or more of overtime are worked between the period of 1500 hours to 0700 hours.
- 29.02 An Employee shall be paid, in addition to his Basic Rate of Pay and any shift differential to which such Employee may be entitled, a weekend differential of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between 1500 hours Friday and 2400 hours Sunday. This differential shall

not be applicable to any hours worked as part of a shift of which the majority of hours fall outside of the specified period.

Regular Part-time Employees

29.03

- a) Shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to Employees working a shift, four (4) hours or more of which falls within the period 1500 hours and 0700 hours on the next succeeding day, except that an Employee shall be eligible to receive shift differential for a shift which commences and concludes within such period notwithstanding that the duration of such shift is less than four (4) hours.
- b) Shift differential shall be paid in addition to the overtime rate, for overtime worked in conjunction with the shift worked in (a) above.
- c) Employees shall also be eligible for weekend differential in accordance with Clause 29.02.

ARTICLE 30

Named Holidays

Regular Full-time Employees

30.01

- (a) The following are considered Named holidays:

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

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

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

30.02

To qualify for a Named holiday with pay the Employee must:

- (a) work his scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;

- (b) work on the Named holiday when scheduled or required to do so.
- 30.03 (a) An Employee obliged in the course of duty to work on a Named holiday shall be paid for all hours worked on the Named holiday at one and one half times (1 1/2x) his Basic Rate of Pay plus:
- (i) one (1) regular day's pay; or,
 - (ii) a mutually agreeable day off with pay within thirty (30) days either before or after the holiday; or,
 - (iii) by mutual agreement, a day added to his next annual vacation;
 - (iv) where applicable, an Employee shall receive compensating time off at his Basic Rate of Pay for all hours worked in excess of seven and three-quarter (7 3/4) hours on a Named holiday.
- 30.04 Should a Named holiday fall during an Employee's vacation period, he shall be allowed an extra day for such Named holiday. Should it not be possible for the Employee to take such extra day in connection with his vacation, he shall be allowed the extra day within thirty (30) calendar days of return to duty. Failing this the Employee shall be given one (1) day's pay at his Basic Rate of Pay.
- 30.05 When a Named holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate day off. Where such alternate day off cannot be arranged within thirty (30) calendar days of the Named holiday, the Employee shall receive one (1) day's pay at his Basic Rate of Pay in lieu of the Named holiday.
- 30.06 No payment shall be made for any Named holiday occurring during a layoff or unpaid leave of absence of eight (8) calendar days or more.

Regular Part-time Employees

- 30.07 (a) On each pay cheque Employees shall be paid, in addition to their Basic Rate of Pay, four and six tenths percent (4.6%) of their Basic Rate of Pay in lieu of paid holiday benefits.
- (b) 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 such work.

ARTICLE 31

Annual Vacation

31.01 Vacation Entitlement

Subject to Clause 35.02(d), during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn vacation with pay. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

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

31.02 (a) As far as is possible Employees shall be granted their choice of vacation periods according to seniority but the right to allot vacation periods is reserved by the Employer in order to ensure efficient operations. In the event that the Employer and the Employee cannot agree upon the date of commencement of an Employee's vacation, the Employer shall set a vacation period and shall attempt to give thirty (30) calendar days' notice but in no circumstances shall give less than fourteen (14) calendar days' notice in advance.

- (b) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks 'of annual vacation entitlement during the summer months. An Employee may take a maximum of four (4) weeks during the period of June 1st to August 31st unless otherwise approved by the Employer.

31.03 (a) Vacation leave may not be divided into more than three (3) periods except with the approval of the Employer. In the event approval is granted to divide vacation leave, dates for one period only will be allowed to fall in whole or in part between June 1st to August 31st inclusive except when such period is not requested by another Employee.

(b) Maximum vacation accrual is limited to eighteen (18) months accrual of vacation entitlement at any time. Should the eighteen (18) months be exceeded, arrangements to mutually agree on scheduling of such excess entitlement shall occur in accordance with Clause 31.02. This limit may be exceeded in extenuating circumstances with prior approval of the Employer.

(c) Time of Vacation

The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits a vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year. Requests for vacation which are submitted after March 15th shall be dealt with on a first come, first served basis.

(d) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation hours accrued to the date of vacation.

31.04 When an Employee is required to work during his vacation he shall receive pay at one and one-half times (1 1/2x). Hours worked while on vacation shall not be deducted from the Employee's vacation credits.

31.05 An Employee shall earn vacation leave pursuant to Clause 31.01 during the following authorized absences:

- (a) financially assisted Education Leave;
- (b) sick leave for the first forty-four (44) consecutive work days;
- (c) Workers' Compensation for the forty-four (44) consecutive work days;
- (d) any other leave of absence with or without pay for the first thirty (30) calendar days.

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

31.07 An Employee who becomes hospitalized as an "inpatient" during the course of his vacation, shall be considered to be on sick leave for the period of stay in hospital subject to the provisions of Article 32 Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreed later date, subject to production of a satisfactory medical certificate.

Regular Part-time Employees Vacations with Pay

31.08

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

Hours worked as a regular Employee as specified in Article 23, times the applicable percentage outlined below equals the number of hours of paid vacation time to be taken.

- (i) six percent (6%) during the first and second years of continuous employment;
 - (ii) eight percent (8%) during each of the third (3rd) to ninth (9th) years of continuous employment;
 - (iii) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of continuous employment;
 - (iv) twelve (12%) percent during the twentieth (20th) and each subsequent year of continuous employment.
- (b) Regular Part-time Employees who have earned proportional vacation with pay entitlement shall be scheduled for paid vacation and leave without pay equivalent to the calendar period of time provided to a Full-time Employee as specified in Clause 31.01.

ARTICLE 32

Sick Leave

32.01 "Illness" means any illness, injury (other than injuries covered by the W.C.B.) or quarantine restrictions.

32.02 (a) The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.

(b) An Employee, whose work performance is adversely affected by a condition mentioned in (a) above, may be referred by the Employer to the appropriate Employee Assistance Plan.

32.03 **Sick Leave Entitlement**

(a) During the probationary period worked by a Full-time continuous Employee, any time off because of illness will be without pay. After completion of the probationary period, such Employee shall be entitled to cumulative sick leave credit computed from the date of commencement of employment at the rate of one and one-half (1 1/2) normal working days per month for each full month of

employment up to a maximum of one hundred and twenty (120) normal working days.

- (b) Article 32 applies to regular Part-time Employees except that such Employees shall accumulate sick leave credits on the basis of one and one half (1 1/2) days per month, prorated on the basis of regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours of a Full-time Employee. Such Employee shall not be entitled to apply sick leave credits during the probationary period and payment will be made only for days such Employees are regularly scheduled to work and cannot attend because of illness.

32.04

Conditions of Illness Entitlement

- (a) Sick leave shall be granted only up to the amount of the accumulated sick leave credits at the time such leave is granted.
- (b) If an Employee uses his total accumulated sick leave credit, on return to employment such Employee shall be entitled to accumulate further sick leave credits on the basis set forth in Clause 32.03 of this Article.
- (c) An Employee who is unable to report for duty due to illness is required to inform his Supervisor or designate, two (2) hours before he was to report to duty.
- (d) Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine.
- (e) When an Employee:
 - (i) is required to travel for the purposes of medical referral and/or treatment, or;
 - (ii) is unable to schedule medical appointments outside of his work hours and requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, providing he has been given prior authorization by the Employer, such absence shall be neither charged against his accumulated sick leave, nor shall he suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against his accumulated sick leave. Employees may be required to submit proof, to the Employer, of appointments.
- (f) Sick leave credit shall not accrue during:
 - (i) any period of sick leave in excess of forty-four (44) calendar days; or

- (ii) a layoff; or
- (iii) an absence while in receipt of disability insurance or Worker's Compensation benefits in excess of forty-four (44) calendar days; or
- (iv) leave of absence without pay in excess of thirty (30) calendar days.

ARTICLE 33

Workers' Compensation

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

ARTICLE 34

Prepaid Health Benefits

- 34.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall implement the following group plans in accordance with the Capital Health Standard Plan:
- (a) Alberta Health & Wellness Insurance Plan;
 - (b) A Supplementary Health Plan;

- (c) A Dental Plan, which provides for the reimbursement of at least eighty percent (80%) of eligible basic services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Schedule. A maximum annual reimbursement of twenty-five hundred dollars (\$2,500) per insured person per benefit year shall apply to combined Basic and Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of twenty-five hundred dollars (\$2,500) per insured person;
 - (d) Group Life Insurance
 - (i) Basic Accidental Death and Dismemberment
 - (ii) Effective April 1, 2006, Short-Term Disability
 - (iii) Long Term Disability
- 34.02 The premiums for the plans outlined in Clause 34.01 will be cost shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 34.03 The administration of benefits specified in Clause 34.01 shall, at all times, be subject to and governed by the terms and conditions of the policies and contracts entered into with the underwriters of the Plans.
- 34.04 The Employer shall make available to eligible Employees brochures outlining the above Plans.
- 34.05 The Employer will provide one (1) copy of each of the plans to the Central Office of The Alberta Union of Provincial Employees.

ARTICLE 35

Leave of Absence

- 35.01 **General Leave of Absence**
- Leave of absence without pay may be granted to an Employee at the discretion of the Employer.
- 35.02 **Provisions Governing Leaves of Absence**
- (a) All applications for leave of absence, with the exception of bereavement leave, shall be made in writing to the Employer in advance. Applications shall indicate the date of departure on leave of absence and the date of return.

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

35.03

Bereavement Leave

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

35.04

Parental Leave

A. Maternity Leave

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

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

- (b) Maternity leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits or LTD. Medical proof may be required regarding the health-related reason for the absence. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the Employee and the Employer.
- (c) Where an Employee submits medical evidence satisfactory to the Employer, that it would be hazardous to the health of an Employee or unborn child to have the pregnant Employee continue employment in her present position, she may apply for a transfer to any vacancy for which she is qualified. Where the Employee is not successful the Employee may request that maternity leave commence pursuant to Clause 35.04 a).
- (d) An Employee on such leave shall provide the Employer with four (4) weeks' written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave and at the same step in the pay scale or provide her with alternate work of a comparable nature at the site at not less than the same step in the pay scale and other benefits that accrued to her to the date she commenced leave.
- (e) Notwithstanding any date initially selected for the start of a maternity leave, if an Employee subsequently indicates in writing, and submits medical proof, that she is no longer able to carry out his normal duties, she may commence her maternity leave at an earlier date.

B. Adoption Leave

- (a) An Employee who has completed her probationary period shall, upon written request be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child. An Employee on such leave shall provide the Employer with four (4) weeks' written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave and at the same step in the pay scale or provide her with alternate work at the site of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced such leave.
- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made once the

adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

C. Parental Leave

- (a) A male Employee who has completed his probationary period and who has or will have the actual care or custody of the newborn child, shall be granted up to twelve (12) months parental leave without pay and benefits immediately following the birth of the child. The Employee shall provide proof of the birth of the child and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.
- (b) Employees will be required to give the Employer four (4) weeks' notice in writing of their intention to return to work. Employees granted leave without pay and benefits pursuant to this Article, shall, upon return to work, be returned to their former position or be placed in another comparable position at the site/sector (worksites in community sector) at not less than the same salary and benefits that had accrued to them prior to commencing leave.

D. Family Leave

If an Employee is unable to work as a result of illness in the Employee's immediate Family (parent, spouse, child) requiring the Employee's personal attention, he shall inform the Employer of such with as much advanced notice as possible and he shall use either a vacation day, a banked day in lieu of a named holiday, banked overtime, or an unpaid leave of absence for the hours not worked. Such absence shall not exceed four (4) working days per year. The Employee may be required to submit satisfactory proof of illness.

35.05 **Terminal Care Leave**

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

35.06 **Jury or Witness Duty**

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

35.07

Time Off for Union Business

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

- (b) Provided that the efficiency of the Employer shall not in any way be disrupted, time off work without pay may be granted to Local members for the following purposes:
 - (i) To attend Provincial Executive meetings or meetings of the Union's Bargaining Committee;
 - (ii) To attend Conventions of The Alberta Union of Provincial Employees;
 - (iii) To attend special Union meetings;
 - (iv) Members of the Union Negotiating Committee, not to exceed five (5) in number, for time spent meeting with representatives of the Employer, during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;
 - (v) Members elected as representatives of the Union to attend Seminars and Local Meetings; and
 - (vi) Members designated as delegates representing the Union at Conventions of Labour organizations with which the Union is affiliated.

- (b) When leave to attend to Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus fifteen percent (15%) to cover cost of benefits

ARTICLE 36

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

- 36.01 Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 19, 20, 21, 22, 24, 28, 29, 37, 40 shall apply to Temporary and Casual Employees.
- 36.02 Probation (Article 16)
- (a) Temporary and Casual Employees shall be on probation for four hundred and sixty-five (465) regular hours worked. If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or his employment terminated, in writing, at any time during the probationary period without notice and without recourse to the grievance procedure. An Employee will be kept advised of his progress during the probationary period.
- (b) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of four-hundred and sixty five (465) regular hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, his employment may be terminated, in writing, without notice and without recourse to the grievance procedure.
- 36.03 Hours of Work (Article 23)
- (a) The provisions of Article 23 apply to Temporary Employees who are employed in a Full-time capacity.
- (b) The provisions of Clauses 23.07/23.08 apply to Temporary Employees who are employed in a Part-time capacity.
- (c) The provisions as outlined below apply to casual Employees:
- (i) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour in each shift. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (ii) A paid rest period of fifteen (15) minutes will be permitted during each full half (1/2) shift. Where practicable, rest periods will be scheduled at or near the middle of each period.

- (iii) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preference.
- (iv) When time is converted to Mountain Standard Time in accordance with the Daylight Savings Time Act regular hours of work shall be extended to include the additional hour and the Employee shall be paid at the overtime rate for that hour.
- (v) When time is converted to Day Light Savings Time in accordance with the Daylight Savings Time Act the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for that shift reduced by one (1) hour.

36.04 Overtime (Article 25)

- (a) Temporary or Casual Employees shall be paid overtime rates as provided in Clause 25.10 for:
 - (i) Time worked in excess of seven and three-quarter (7 3/4) hours per day or hours worked in excess of extended shift hours where such are in place as provided in Article 24; or
 - (ii) Time worked when an Employee is called back to duty beyond the Employee's normal working hours, pursuant to Article 27; or
 - (iii) Time worked on an Employee's scheduled day(s) off. Clause 25.10(c) shall not apply if the scheduled day(s) off are changed by giving not less than seven (7) calendar days notice.
- (b) All overtime shall be calculated to the nearest one-quarter (1/4) hour.

36.05 On-Call Duty (Article 26)

The provisions of Clause 26.01 apply to Temporary Employees who are employed in a Full-time or Part-time position.

36.06 Call-Back (Article 27)

A Temporary Employee who has completed his 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 eight cents (38¢) per kilometer from the Employee's residence to the Institution and return.

36.07 Named Holidays (Article 30)

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

36.08 Annual Vacation (Article 31)

Temporary and Casual Employees shall be paid, in addition to their Basic Rate of Pay, ten and six tenths percent (10.6%) of their Basic Rate of Pay in lieu of annual vacation and named holidays. Temporary and Casual Employees shall be allowed up to three (3) weeks off, without pay, for their vacation.

36.09 Sick Leave (Article 32)

The provisions of Article 32 apply to Temporary Employees who are employed in a Full-time or Part-time position.

36.10 Workers Compensation [Article 33]

- (a) The provisions of Article 33 apply to Temporary Employees who are employed in a Full-time or Part-time position.
- (b) The provisions of Clause 33.01 shall apply to casual Employees.

36.11 Prepaid Health Benefits (Article 34)

The provisions of Article 34 apply to Temporary Employees who are hired to replace a Full-time or Part-time Employee who is on an approved leave of absence or who is on leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave shall be in excess of six (6) months.

36.12 Leave of Absence (Article 35)

- (a) The provisions of Clauses 35.03 and 35.06 shall apply to Temporary Employees who are employed in a Full-time or Part-time position.
- (b) Casual Employees will be entitled to time-off without pay in lieu of Bereavement Leave pursuant to Clause 35.03.

36.13 Salary Increment

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

ARTICLE 37

Altitude and Hazard Differential

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

ARTICLE 38

Pension Plan

- 38.01 a) The Employer shall contribute to the Local Authorities Pension Plan (LAPP) for retirement benefits for eligible participating Full-time Employees as defined by and in accordance with the regulations of the Plan.
- b) The Employer shall contribute to the aforementioned Pension Plan for eligible Part-time Employees who request enrollment in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over a complete cycle of the shift schedule.
- 38.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan upon hiring and when there are changes to the Plan.

ARTICLE 39

**Terms, Conditions and Benefits of Employment
Applicable to Independent Living Support Workers Employees**

(These provisions become applicable effective date of ratification)

- 39.01 Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 20, 21 and 22 shall apply to Independent Living Support (ILS) Workers.
- 39.02 **Probation (Article 16)**
- (a) ILS Workers shall be on probation for four hundred and sixty-five (465) regular hours worked. If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or his employment terminated, in writing, at any time during the

probationary period without notice and without recourse to the grievance procedure. An Employee will be kept advised of his progress during the probationary period.

- (b) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of four hundred and fifty-five (455) regular hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, his employment may be terminated, in writing, without notice and without recourse to the grievance procedure.

39.03 Hours of Work (Article 23)

Hours of work are to be "self-scheduled" by the ILS Worker, which are not to exceed seventy seven and one half (77 1/2) hours per fourteen (14) calendar day period.

39.04 Overtime (Article 25)

All overtime must be authorized by the Employer in advance. An Employee who works overtime shall be paid at the rate of two times (2X) his Basic Rate of Pay for all overtime. Overtime is defined as time worked in excess of seventy-seven and one half (77 1/2) hours **per** fourteen (14) calendar day period.

39.05 Named Holidays (Article 30)

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

39.06 Annual Vacation (Article 31)

ILS Workers shall be paid, in addition to their Basic Rate of Pay, ten and six tenths percent (10.6%) of their Basic Rate of Pay in lieu of annual vacation and named holidays. ILS Workers shall be allowed up to three (3) weeks off, without pay, for their vacation.

39.07 Workers Compensation (Article 33)

The provisions of Clause 33.01 shall apply to ILS Workers.

39.08 Leave of Absence (Article 35)

ILS Workers will be entitled to time-off without pay in lieu of Bereavement Leave pursuant to Clause 35.03.

39.09 Salary Increment

ILS Workers shall be entitled to salary increase as provided in Article 41 upon the completion of the same number of regular hours of work as a Full-time Employee.

ARTICLE 40

Camp Allowance

40.01 An employee who attends an overnight patient recreational/therapeutic activity authorized by the Employer shall be paid, in addition to his basic rate of pay for his normal shift, an allowance of forty (40) dollars for each day at such an activity. Participation by an Employee in such activity shall be voluntary.

40.02 Where an Employee agrees to attend an overnight patient recreational/therapeutic activity authorized by the Employer the Employee shall receive his basic rate of pay for his normal seven and three-quarters (7 3/4) hours of work only. Employees who attend such an activity shall be eligible for free time each day at the discretion of the "in charge" person.

ARTICLE 41

Salaries

41.01 Regular Part-time employees shall advance from one pay step to the next pay step as set out in the Pay Classifications upon completion of two thousand twenty-two point seven five (2,022.75) or two thousand and eighty-eight (2,088) hours worked at each Pay Step in the pay range as applicable.

41.02 Upon verification of a new Employee having job specific and relevant experience within the preceding twelve (12) months, the Employee's starting salary may be adjusted one (1) salary increment for each full year of experience, up to the top increment of the pay range.

41.03 The salary of an Employee reclassified, promoted or transferred to a higher classification shall be advanced to the start rate of the higher classification. Where the start rate of the higher classification is lower than the Employee's existing rate the Employee's salary shall be advanced to the next step of the higher classification that provides an increase of at least (three) 3 percent provided this does not exceed the top step of the classification. When the Employee's salary is advanced to the start rate of the higher classification, it shall be advanced to the next step after a period of time has elapsed equal to the agreed time period between pay steps for the higher classification.

- 41.04 When an Employee is reclassified, promoted transferred to a classification with the same end rate as their present classification, such Employee shall move to the pay step which is equal to their present basic rate of pay, or if there is no such pay step, they shall move to the pay step that has a basic rate of pay that is next higher to their present basic rate of pay. The employees' anniversary date for the purpose of increments will not change.
- 41.05 When an Employee is transferred or transfers to a lower rated classification, the Employee shall move to the step of the lower rated classification as held in the classification from which he was transferred or transfers. The employees' anniversary date for the purpose of increments will not change.

ARTICLE 42

Transportation and Subsistence

- 42.01 Employees shall be reimbursed for travel and subsistence expenses in accordance with the Capital Health Human Resources Policy.

ARTICLE 43

Subrogation

- 43.01 All Employees covered by the sick leave provisions provided for in this Agreement shall assign to the Employer, in consideration of coverage pursuant to the terms of the **sick** leave provisions, all rights of recovery against any person whose action caused or contributed to an occurrence giving rise payments under the sick leave provisions to any such Employee. The Employer shall thereby subrogate to any rights the Employee may have against any such third party for any amounts paid pursuant to the sick leave provisions.
- 43.02 The Employee agrees that the said subrogation rights of the Employer may be exercised by the Employer bringing action for recovery in the name of the Employee directly against the third party, or by the Employer assigning its rights of subrogation to the Employee in care of the solicitor representing such Employee.
- 43.03. In any event, the amount that the Employer is entitled to recover shall be the lesser of:
- (i) the amount of benefits paid pursuant to the sick leave provisions; or
 - (ii) fifteen percent (15%) of the first ten thousand dollars (\$10,000) of the Net Compensation plus ten percent (10%) of any amount of Net Compensation in excess of ten thousand dollars (\$10,000).

“Net Compensation” shall mean the total amount recovered by the Employee from the third party for all losses including without limitation all general damages and special damages less the legal fees, costs and disbursements incurred by the member in relation to such recovery.

- 43.04 The Employer shall pay into the sick leave provisions any moneys received as a result of exercising these subrogation rights less legal fees and costs incurred and the Employee’s status and/or entitlements within the affected sick leave provision shall be restored to the extent of such moneys returned to the Sick leave provision.

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

Dated at Edmonton, Alberta this 6th day of September, 2005.

ON BEHALF OF THE UNION



Handwritten signature of Dan MacLennan in cursive script.

ON BEHALF OF THE EMPLOYER



Handwritten signature of Fran Puzos in cursive script.

Letter of Implementation

BETWEEN

Capital Health

AND

Alberta Union of Provincial Employees

Re: Implementation of Article 1.01 (g) Definitions

The parties agree as follows:

- 1) This Letter of Implementation does not apply to Employees at the University of Alberta Hospital, Glenrose Rehabilitation Hospital, Alberta Hospital Edmonton or Mental Health Clinics.
- 2) The new definition of Employee shall take effect on March 30, 2005.
- 3)
 - a. As of the date of ratification, Employees who hold a Regular Part Time FTE of less than point four (.4) shall have their status maintained up to December 31, 2005.
 - b. Effective January 1, 2006, Employees holding a Regular Part Time FTE of less than .4 shall have their status converted to Casual status in accordance with Clause 1.01 (h).
- 3) Prior to December 31, 2005 Employees identified in 3(a) above may request an increase to their FTE in order to maintain their status. At the sole discretion of the Employer this request may be granted. Such increase will not be in violation of Article 19 Job Opportunities.

Letter of Implementation

BETWEEN

Capital Health

AND

Alberta Union of Provincial Employees

**Re: Implementation of Article 1.01 (g) Definitions Alberta Hospital Edmonton and
Mental Health Clinics**

The parties agree as follows:

1. This Letter of Implementation shall apply 'tothe Alberta Hospital Edmonton and Mental Health Clinics.
2. The current definitions with the agreed upon changes will remain in effect until December 31, 2005.
3. The "new" definitions of Employee shall take effect on January 1, 2006.

LETTER OF IMPLEMENTATION

BETWEEN

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

AND

THE Alberta Union OF Provincial Employees

**RE: IMPLEMENTATION OF CHANGES TO THE PREPAID HEALTH
BENEFITS PLANS**

The parties hereby agree as follows:

Effective the 1st of the month following ninety (90) days from ratification, the Employer shall implement changes to the Prepaid Health Benefits plan, providing benefits in accordance with Article 34 as described in the Standard Benefit Plan.

Letter of Implementation

BETWEEN

Capital Health

AND

Alberta Union of Provincial Employees

Re: Implementation Probation and Trial Periods

- 1) Effective the date of ratification an Employee who is serving a probationary period shall continue to serve his probationary period in accordance with the provisions of the collective agreement under which he was hired.
- 2) Effective the date of ratification an Employee who is serving a trial period shall continue to serve his trial period in accordance with the provisions of the collective agreement under which he was hired.

LETTER OF IMPLEMENTATION

BETWEEN

CAPITAL HEALTH AUTHORITY

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Implementation of Short-Term Disability Plan

The parties hereby agree to implement a short-term disability plan, for all eligible Employees who become ill on or after April 1, 2006, in accordance with the Capital Health Standard Plan.

Letter of Implementation

BETWEEN

Capital Health

AND

Alberta Union of Provincial Employees

Re: Vacation Implementation

The parties agree to transition Employees into Article 31 of the Receiving Agreement as follows:

- 1) Employees will continue to be covered under the vacation entitlement provisions of the Collective Agreement that applied to them prior to the date of ratification of this agreement until March 29, 2005.
- 2) Employees who transfer from one site to another between the date of ratification and March 29, 2005 shall earn vacation entitlement at the same rate as the Employees at the site to which they transferred.
- 3) Effective March 30, 2005, Employees shall be covered by the terms of Article 31 of the Receiving Agreement with the exception of Employees who are earning vacation entitlement greater than the entitlement provided in Article 31. Those Employees shall continue to earn vacation entitlement at the higher rate and shall be entitled to subsequent vacation entitlement increases in accordance with Article 31.

Letter of Understanding

BETWEEN

Capital Health

AND

Alberta Union of Provincial Employees

Re: Classifications Referred to Labour Relations Board

The Parties agree that the classifications identified below will have their wages maintained until such time as the Alberta Labour Relations Board renders a decision as to their placement in the appropriate Bargaining Unit.

Should the Alberta Labour Relations Board determine that any, or all of these classifications are more appropriately represented by a non-General Support Bargaining Unit, wage increases to which they may be entitled shall apply retroactively to April 1, 2005, of the applicable collective agreement(s).

Should the Alberta Labour Relations Board determine that any, or all of these classifications appropriately remain in the General Support Bargaining Unit, the appropriate wage increases apply as per this collective agreement, and letter of understanding re: Bill 27, retroactively to April 1, 2005.

The Letter of Understanding re: Bill 27- Transition of Salary Schedules into the Receiving Agreement, AUPE Local 54, remains in effect for the noted classifications as required.

Classifications Affected:

(Parkland County) - Therapy Assistant \$15.87 - \$19.24
(Community Health) - Therapy Assistant \$15.99 - \$19.38
(Community Health – Ft. Saskatchewan) Therapy Assistant - \$15.99 - \$19.38
(Community Health) Speech Language Assistant - \$14.40 - \$18.95
(Parkland County) Speech Assistant - \$16.07 - \$19.46
(Community Health) Speech Assistant - \$16.07 - \$19.46

Letter of Understanding

BETWEEN

Capital Health

AND

Alberta Union of Provincial Employees

Re: Additional Classifications Referred to Labour Relations Board

The Parties agree that to amend the Letter of Understanding “Classifications Referred to Labour Relations Board” by adding the following classifications:

(Parkland County) Activities Convenor – (\$16.07 - \$19.46)
(Community) Dental Assistant I (\$12.10 - \$15.73)
(Community) Dental Assistant II (\$15.70 – 20.67)
(Parkland County) Dental Health Assistant (\$14.87 - \$17.87)
(Parkland/Morinville) Registered Dental Assistant (\$17.87 – \$21.02)

Those employees who are in the above listed classifications shall be treated under the same terms and conditions set out in the “Classifications Referred to the Labour Relations Board” Letter of Understanding.

LETTER OF UNDERSTANDING

BETWEEN

CAPITAL HEALTH

- and -

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF LOCAL 054****RE: CONTRACTING OUT AND SEVERANCE**

The Parties hereby agree as follows:

1. Contracting Out
 - 1.1 The Parties recognize the important contribution the General Support Staff make in the delivery of support services and are committed to ensure job security where reasonably possible. To this end, it is understood by the parties that this Employer ~~will~~ consult with the Union as soon as reasonably possible and at a minimum, one (1) month prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.
 - 1.2 In the event of an adjustment, as outlined in 1.1, the Employer agrees that Employees affected shall be given no less than ninety (90) calendar days written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required position abolishment or layoff notice carried out in accordance with Article 18 and Article 36.
 - 1.3 The Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary Leaves of Absence, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on Employees.
2. Severance
 - 2.1 In the event the work performed by an Employee in the bargaining unit is contracted out, and no alternate employment is found for an affected employee, resulting in the permanent reduction in the number of AUPE certified regular Employees, the Employee shall be eligible for severance calculated as follows:
 - (a) the equivalent of ~~two~~ (2) weeks regular salary for each full year of continuous service to maximum payment of forty (40) weeks.

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

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

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

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

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

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

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

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

This Letter of Understanding will expire on March 31, 2008.

LETTER OF UNDERSTANDING**BETWEEN****CAPITAL HEALTH AUTHORITY****AND****Alberta Union of Provincial Employees****RE: Hours of Work and Shift Schedule Northeast Home Care Office**

NOTE: This change was requested by the employees, so they would be able to work a Saturday and Sunday on a weekend rather than a Saturday on one weekend and a Sunday on another weekend.

The Parties agree, without prejudice or precedent to other similar and/or identical matters, that the hours of work for the clerical staff at the Northeast Home Care Office will be a combination of seven and one quarter (7 1/4) hour shifts and seven (7) hours shifts. The schedule does average to thirty-five hours per week, averaged over one (1) complete cycle of the shift schedule. There shall be no increased cost to the employer as a result of this shift schedule.

- A) Overtime shall apply after the completion of the regularly scheduled hours for that day.
- B) Vacation entitlements shall be earned in accordance with Article 31 of the Collective Agreement.
- C) Sick leave entitlements shall be earned in accordance with Article 32 of the Collective Agreement.
- D) Leave of absence based on a "daily" entitlement shall be based on the regularly scheduled hours for the period of leave.
- E) Named Holidays shall be in accordance with Article 30 of the Collective Agreement. Regularly scheduled shifts, which fall on a Named Holiday, shall all be scheduled as seven (7) hour shifts.
- F) Casual employees covered under Clause 4(i) will work seven (7) hour shifts. Casual employees covered under Clause 4(ii) will be covered under this Letter of Understanding.

Either party may terminate this Letter of Understanding with 30 days notice.

Letter of Understanding
BETWEEN
Capital Health
AND
Alberta Union of Provincial Employees
Re: Independent Living Support Workers

The Employer agrees to undertake and complete an operational review of the Independent Living Support Worker role within the Capital Health Mental Health Program by March 31, 2006. The Employer shall consult with the Union in good faith prior to implementing any changes including notice, and payment in lieu of notice.

Letter of Understanding

BETWEEN

Capital Health

AND

Alberta Union of Provincial Employees

Re: Multiple Positions

The Parties agree that this Letter of Understanding applies to Employees who hold more than one (1) position within the bargaining unit as of the date of ratification and Employees who subsequently attain more than one (1) position within the bargaining unit.

1. An Employee is responsible for notifying his supervisor that he is employed in multiple positions with the Employer.
2. Employees occupying **two** (2) or more Regular Part-time positions shall have their regularly scheduled hours in the Regular Part-time positions combined for the purposes of benefit eligibility and pension.
3. Employees shall not be employed within the bargaining unit in greater than a Full-time capacity. Employees currently employed in greater than a Full-time capacity shall be given three (3) months notice of the requirement to resign from one of the positions, or such portions of positions thereof as may be agreed by the Employer. In extenuating circumstances, the Employer may extend the three (3) months notice.
4. In the event that an Employee occupies **two** (2) or more Part-time positions in the same classification, the total hours worked in those positions will count towards their next increment.
5. Hours worked in Part-time positions in different classifications shall be considered separately for the purposes of increment accrual.
6. An Employee who holds multiple positions shall have his salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The time period for any further increment advancement shall include any regular hours already worked at the higher step and not credited towards the next increment level.
7. An Employee who holds multiple positions may work additional shifts, however, it is intended that the total hours will not normally exceed Full-time hours.
8. An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If the schedules of the Part-time positions are in conflict or if a schedule changes, the Employee may be required to relinquish one of the positions. Should an Employee be required to resign from a position(s) under these circumstances, he shall be given twenty-eight (28) days notice of

such requirement or such lesser time as may be agreed between the Employer and the Union.

9. An Employee is required to notify and obtain approval, when necessary, from each of his managers for a leave of absence.
10. An Employee who holds multiple positions shall have the earliest “seniority date” recognized for the purposes of Article 17.
11.
 - a) Probation shall apply separately to each Part-time position in accordance with Article 16. Probation is completed when the Employee successfully reaches the required hours in any of the positions he holds. Subsequent positions will revert to a trial period in accordance with provisions of the Collective Agreement.
 - b) Trial periods shall apply separately to each Part-time position in accordance with Clause 20.02. In circumstances where an Employee has not vacated a regular position there is no obligation to return the Employee to any position.
12. Each Part-time position shall be considered separately in determining eligibility for overtime however, Employees shall be entitled to overtime when the total hours worked exceeds the applicable Full-time hours in any ~~two~~ week period. Employees holding multiple positions who are offered additional shifts or hours shall advise the Employer prior to accepting the additional work if this will result in overtime payments.
13. Each Part-time position shall be considered separately in determining eligibility for:
 - i) Article 18 Layoff and Recall
 - ii) Article 23 Hours of Work
 - iii) Article 29 Shift and Weekend Differential
 - iv) Article 30 Named Holidays
 - v) Article 31 Annual Vacation
 - vi) Article 38 Terms, Conditions and Benefits Applicable to Temporary Casual Employees.

Letter of Understanding

BETWEEN

Capital Health

AND

Alberta Union of Provincial Employees

Re: Prepaid Health Benefits for Alberta Hospital Edmonton Employees

Notwithstanding the Collective Agreement expires on March 31, 2005, the Parties agree that this Letter of Understanding shall continue in full force and effect in accordance with the timelines outlined in this letter.

The parties agree to transition Employees into Article 34 of the Receiving Agreement as follows:

1. a) Effective on the date of ratification, the Employees shall be covered under the Capital Health standard plan design:
 - i) Alberta Health and Wellness Insurance Plan
 - ii) Supplementary Health Plan
 - iii) Group Life Insurance – Basic Accidental Death and Dismemberment
 - iv) Long Term Disability
- b) The premiums for the plans outlined in 1 a. above, shall be cost shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
2. Effective on the date of ratification the Employees shall be covered under the Capital Health standard plan design for the Dental Plan The premiums for the Dental Plan shall be cost shared as follows:
 - i) One-hundred percent (100%) by the Employer from date of ratification to March 31, 2006.

Seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee effective April 1, 2006.

Letter of Understanding

BETWEEN

Capital Health

- and -

**The Alberta Union of Provincial Employees
Local 054****RE: Reclassification**

The Parties hereby agree as follows:

Prior to April 2, 2006, an Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of his own shall not have his Basic Rate of Pay altered and shall continue to accumulate entitlement to the Job Rate of Pay from the date of reclassification to April 2, 2006. After this date the Employee shall not have his Basic Rate of Pay altered until such time as the Basic Rate of Pay in the lower employment classification exceeds the Basic Rate of Pay on April 2, 2006.

Letter of Understanding

BETWEEN

Capital Health

AND

Alberta Union of Provincial Employees

Re: Red Circled Employees

Employees whose rates of pay are currently red-circled shall receive a lump sum payment effective April 1, 2005, April 1, 2006 and April 1, 2007 in accordance with increases provided in the Collective Agreement in lieu of an increase to their basic rates of pay. The lump sum payment shall be paid in *two* equal installments (Oct 1 and March 31) based on regular hours worked in that six-month period.

Red-circled Employees who cease to be covered under this Letter of Understanding because their rate of pay on the salary schedule reaches or exceeds their red-circled rate shall be paid a lump sum payment which ensures that they receive a total of the applicable percentage increase for that period effective April 1, 2005, April 1, 2006 and April 1, 2007 in combination with an increase to their basic rates of pay and lump sum. The lump sum payment shall be paid in *two* equal installments (Oct 1 and March 31).

Letter of Understanding

BETWEEN

Capital Health

- and -

**The Alberta Union of Provincial Employees
Local 54**

RE: SHORTENED WORK DAY

1. The parties agree that the hours of work provisions contained in Article 23 shall constitute the Regular Hours of Work for Employees in the Bargaining Unit.
2. In programs where positions are currently considered as full time and the daily hours of work are currently 7 (seven) hours per day, 7.25 (seven and one-quarter) hours per day or 7.5 (Seven and one-half) hours per day, such positions shall continue to be considered full time. All Articles and Clauses of the Collective Agreement shall apply except as specifically amended below.
3. Amend Clause 23.01 to read:
The normal hours of work shall be seventy (70) hours, seventy-two and one-half (72.5) hours or seventy-five (75) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal workday, or shift, shall be seven (7), seven and one-quarter (7.25) or seven and one-half (7.5) work hours.
4. Amend Clause 25.10 (a) to read:
Time worked in excess of seven (7), seven and one-quarter (7.25) or seven and one-half (7.5) hours per day.

(b) Amend Clause 25.08 to read:
Where an Employee is authorized to work a full seven (7), seven and one-quarter (7.25) or seven and one-half (7.5) hour overtime assignment, the provisions of Clause 23.07 shall apply as though it was a regular seven (7), seven and one-quarter (7.25) or seven and one-half (7.5) hour shift.
5. (a) Amend Clause 30.01(a) by adding:

It is agreed that an Employee covered by this article shall be entitled to the eleven (11) Named Holidays as specified in clause 30.01, and shall be paid for same at the Basic Rate of Pay for seven (7) hours or seven and one-quarter (7.25) hours or seven and one-half (7.5) hours per day, to a total of seventy seven (77), seventy-nine and three-quarters (79.75) or eighty-two and one-half (82.5) hours per annum.

(b) Amend Clause 30.01 (b) to read:

In addition to the forgoing, “Named Holidays” Employees who are in the Employ of the Employer on April 1st of each contract year shall be granted an additional “floater” Holiday (one (1) day, seven (7) hours, seven and one-quarter (7.25) or seven and one-half (7.5) hours off with pay) in the contract year. The “floater” Holiday shall be taken at a time mutually agreed between the Employer and the Employee.

(c) Amend Clause 30.03 (a) to read:

An Employee obliged in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 ½ X) his Basic Rate of Pay plus:

- (i) one (1) regular day’s pay (7, 7.25 or 7.5 hrs); or
- (ii) a mutually agreeable day off with pay within thirty (30) days either before or after the Holiday; or,
- (iii) by mutual agreement a day added to his next annual vacation,
- (iv) where applicable, an Employee shall receive compensating time off at his Basic Rate of Pay for all hours worked in excess of 7, 7.25 or 7.5 hours on a Named Holiday.

(d) Amend Clause 30.04 to read:

Should a Named Holiday fall during an Employee’s vacation period, he shall be allowed an extra day for such Named Holiday. Should it not be possible for the Employee to take such extra day in connection with his vacation, he shall be allowed the extra day within thirty (30) calendar days of return to duty. Failing this the Employee shall receive one (1) day’s pay (7, 7.25 or 7.5 hrs.) at his Basic Rate of Pay in lieu of the Named Holiday.

(e) Amend Clause 30.05 to read:

When a Named Holiday falls on a day that would otherwise be an Employee’s regularly scheduled day off, the Employee shall receive an alternate day off. Where such alternate day off cannot be arranged within thirty (30) calendar days of the Named Holiday, the Employee shall receive one (1) day’s pay (7, 7.25 or 7.5 hrs.) at his Basic Rate of Pay in lieu of the Named Holiday.

6. Amend Clause 31.01 Annual Vacation by amending the total hours to reflect:

- (a) fifteen (15) working days (105, 108.75 or 112.5 hours)
- (b) twenty (20) working days (140, 145 or 150 hours)
- (c) twenty-five (25) working days (175, 181.25 or 187.5 hours)
- (d) thirty (30) working days (210, 217.5 or 225 hours)

7. Amend Clause 32.03 (a) and (b) by adding:

32.03 c) “working days” and “normal working days” for Employees covered by this Article shall be defined as seven (7), seven and one-quarter (7.25) hours or seven and one-half (7.5) hours.

8. Amend Clause 33.04 Workers Compensation to define “day” as seven (7), seven and one-quarter (7.25) or seven and one-half (7.5) hours.

9. Amend Clause 35 A.02 by adding:

(f) In this Article, “Leaves of Absence provisions based on a “working day” entitlement shall be seven (7), seven and one-quarter (7.25) or seven and one-half (7.5) hours.
10. Amend Article 18 Layoff and Recall to define “working day” as seven (7), seven and one-quarter (7.25) or seven and one-half (7.5) hours. “Working days” shall be prorated for Part-time Employees.
11. Regular Employees. Amend Clause 25.11 Overtime to read:
 - a) Overtime shall be amended to define “work day” as seven (7) or seven and one-quarter (7.25) or seven and one-half (7.5) hours. Time worked in excess of seventy (70), seventy ~~two~~ and one-half (72.5) or seventy five (75) hours in any two (2) week period shall result in overtime payment.
12. Amend Clause 41.01 to read:

Employees shall advance from one step to the next step as set out in the Pay Classifications upon completion of one thousand, eight hundred and twenty-seven (1827), one thousand eight hundred and ninety *two* and one-quarter (1892.25) and one thousand, nine hundred and fifty-seven and one-half (1957.5) regular hours worked.
13. (a) Amend Clause 36.04 (a)(i) to read:

Time worked in excess of seven (7), seven and one quarter (7.25) or seven and one-half (7.5) hours per day.

(b) Amend Clause 36.11 to read:

The provisions of Article 32 as amended by number 7 apply to Temporary Employees who are employed in a Full-time or Part-time position.

(c) Amend Clause 36.12 (a) to read:

(a) The provisions of Article 33 as amended by number 8 apply to Temporary Employees who are employed in a Full-time or Part-time position.
14. The Employer may implement Regular Hours of Work provisions contained in Article 23 by giving the affected Employees not less than twenty-eight (28) calendar days written notice.

Letter of Understanding

BETWEEN

Capital Health

AND

**The Alberta Union of Provincial Employees
Local 54****RE: ARTICLES 32A AND ARTICLES 32B – STANDARD SICK
LEAVE PLAN & SICK LEAVE IMPLEMENTATION
ARTICLE 32**

1. Effective March 31, 2005, Article 32 of the Collective Agreement shall apply to all Employees of Capital Health employed at the Glenrose Rehabilitation Hospital and University of Alberta Hospital, Alberta Hospital Edmonton and Mental Health Clinics.
 - (a) As at March 31, 2005, Employees at the University of Alberta Hospital previously covered by Article 32A of this Collective Agreement shall have maximum sick leave accrual of 120 days. Those Employees with a surplus over 120 days shall have their entitlements maintained until such time as their sick accruals are reduced below 120 days.
 - (b) As at March 31, 2005, Employees at the Glenrose Rehabilitation Hospital, previously covered by Article 32B of this Collective Agreement shall have their sick leave banks replenished in accordance with each individual Employees maximum sick leave entitlement as at their next completed benefit year, pursuant to Clauses 32B.03 (ii).
 - (c) As at March 31, 2005, Employees at the Alberta Hospital Edmonton, previously covered by Article 32C of this Collective Agreement shall have their sick leave banks replenished in accordance with each individual Employees maximum sick leave entitlement at their next completed benefit year.
 - (d) As at March 31, 2005, Employees at the Mental Health Clinics, previously covered by Article 32D of this Collective Agreement shall have their sick leave banks replenished in accordance with each individual Employees maximum sick leave entitlement at their next completed benefit year.

2. Sick Leave Transitional Provision

- a) Effective March 30, 2005, the following transitional provisions will be used to move Employees in 1(c) and (d) above from the existing sick leave plan:
 - i) Regular Full-time Employees with less than one (1) full year of service with the Employer as a regular Employee: eighteen (18) working days sick leave credit, or;
 - ii) Regular Full-time Employees with two (2) or less but more than one (1) full year of service with the Employer as a regular Employee: thirty-six (36) working days sick leave credit, or;
 - iii) Regular Full-time Employees with three (3) or less but more than two (2) full years of service with the Employer as a regular Employee: fifty-four (54) working days sick leave credit, or;
 - iv) Regular Full-time Employees with four (4) or less but more than three (3) full years of service with the Employer as a regular Employee: seventy-two (72) working days sick leave credit, or;
 - v) Regular Full-time Employees with five (5) or less but more than four (4) full years of service with the Employer as a regular Employee: ninety (90) working days sick leave credit, or;
 - vi) Regular Full-time Employees six (6) or less but more than five (5) full years of service with the Employer as a regular Employee: one-hundred and eight (108) working days sick leave credit, or;
 - vii) Regular Full-time Employees with seven (7) or less but more than six (6) full years of service with the Employer as a regular Employee: one-hundred and twenty (120) working days sick leave credit.
- b) Regular Part-time Employees shall have a sick leave bank established in accordance with point (a) above, that will be pro-rated based upon their Full-time equivalency as at March 31, 2005.
- c) Accrual and utilization of sick leave shall be administered in accordance with the provisions of Article 32 (Sick Leave) commencing March 31, 2005.
- d) Employees who are receiving sick leave pay prior to March 31, 2005, will continue to be compensated in accordance with the previous sick leave provisions until their return to work.

Letter of Understanding

BETWEEN

Capital Health

AND

Alberta Union of Provincial Employees

Local 54

Re: Sick Leave for Long Service Royal Alexandra Hospital Employees

The Parties agree that after five (5) years of continuous permanent service at the Royal Alexandra Hospital, an Employee who was employed by the Royal Alexandra Hospital prior to April 1, 1975 who terminates employment shall be entitled to collect pay in the amount of twenty-five percent (25%) of any unexpended sick leave credit.

Letter of Understanding
BETWEEN
Capital Health
AND
Alberta Union of Provincial Employees
Local 54

Re: Teleworking Agreement

The Collective Agreement applies to Employees covered by this teleworking agreement except as modified below.

Definition:

“Teleworking” shall mean work performed by Employees who use computers and telecommunication equipment to work at home or at a remote site approved by the Employer.

This Letter of Agreement shall apply to Employees in the classification of Medical Transcriptionist within the Patient Information Services Department who agree with the Employer to telework.

All responsibilities and performance expectations will apply during teleworking.

Terms of Agreement:

1. Should the Union or the Employer desire to discontinue the teleworking agreement, either party shall provide thirty (30) calendar days written notice to the other party.
2. An Employee may discontinue teleworking by providing thirty (30) calendar days written notice to the Employer or such shorter period as may be mutually agreed between the Employee and Employer.
3. In the event of an emergent situation, the Employer may terminate this agreement and the thirty (30) calendar days notice period shall not apply.
4. The thirty (30) calendar days notice period shall not apply when the Employee is removed from the agreement for cause.
5. The Employee shall be directed to report to an assigned work-site when teleworking is discontinued in accordance with the above.
6. An Employee may be temporarily reassigned to an alternate work-site for operational reasons.

7. Nothing in this teleworking agreement prevents the Employer from disciplining or terminating an Employee in accordance with Article 11 of the Collective Agreement.
8. It is expected that the Employee be available for work during scheduled hours as posted. However, the Employee has the flexibility to structure the 7.75 hours of work between 0001 – 2400 hours provided that the Employee receives prior approval from the Employer.
9. An Employee shall not be entitled to shift and/or weekend differential except when directed by the Employer to work during hours that qualify for shift and/or weekend differential.
10. An Employee shall not be entitled to overtime payment except when directed by the Employer to work in excess of the normal hours of work as defined in Article 23 (Hours of Work) of the Collective Agreement.
11. An Employee shall be entitled to include travel time as part of their scheduled shift when all of the following conditions are met:
 - a) Travel time is required between the hours of 0800 and 1615 hours.
 - b) the Employee continues their shift and there is no disruption to work activity other than travel time back to the place of work.
12. An Employee shall be entitled to claim mileage in accordance with the Collective Agreement when business travel is required between 0800 and 1615 hours.
13. The Employee shall be available to attend work at Capital Health sites for meetings, training, in-services, projects or performance appraisals etc as directed by the Employer.
14. An Employee shall be reimbursed for necessary parking expenses in accordance with Employer policy.
15. The Employer may visit the home office for business and inspection purposes, however, the Employee will receive twenty-four (24) hours notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours of the administrative offices of the Employer, except in cases of emergency.
16. The Employee shall report all of their absences from work to their immediate supervisor or designate.
17. It is understood that dependent care provisions will be in place during hours of work.

Letter of Agreement

BETWEEN

Capital Health

AND

**Alberta Union of Provincial Employees
Local 54**

Re: Ten Month Positions in Schools

Subject to agreement by the Employer and the Union, the following terms and conditions have been agreed for Employees hired into 10-month positions in schools:

Cycle of the Shift Schedule

The definition for a cycle of a shift schedule shall mean a 12-month period in which the shift cycle will repeat itself.

Employee FTE

Employees will be hired as Permanent Part time Employees

Shift Schedule

Scheduled hours of work will be such that all hours for an FTE will be scheduled during the period of September through June of each year. This scheduling will mirror the school term. Unscheduled days for each FTE will be provided in the months after the school term (ie July, August of each year). Scheduled days of rest will be Saturday and Sunday.

Overtime

Employees will be eligible for overtime as outlined in Article 25. The unscheduled days are not considered scheduled days of rest.

Vacation

Employees will be eligible for vacation time. Unless mutually agreed to between the Employee and the Employer, vacation shall be taken during the school year.

Sick Leave

Sick leave benefits for eligible Employees will be payable during the period where Employees are scheduled to work. Should an Employee become ill during the period of unscheduled hours no sick benefits will be payable.

Long Term Disability

If an eligible Employee becomes disabled anytime during the period of scheduled working hours benefits will be payable during the period of scheduled hours. Employees will follow the normal waiting periods for long term disability. No money will be payable until their first scheduled day of work.

If a disability occurs while an Employee is on unscheduled days, no payment will be received until such time as they are regularly scheduled to work. The normal waiting periods would apply.

Benefit Premiums

During the period of unscheduled hours, benefits will continue for eligible Employees. Premiums owing during this period will be recovered on the first pay cheque when Employees are scheduled to work.

Letter of Understanding

BETWEEN

Capital Health

- and -

**The Alberta Union of Provincial Employees
Local 54**

A BERTA HOSPITAL EDMONTON (LOCAL 042, CHAPTER 008)
UNIVERSITY OF ALBERTA HOSPITAL AND GLENROSE REHABILITATION
HOSPITAL (LOCAL 054, CHAPTER 001,002)
COMMUNITY HEALTH UNITS ASPEN/LAKELAND (LOCAL 058, CHAPTER 19,
008,009)
MENTAL HEALTH CLINICS (LOCAL 042, CHAPTER 006,007)
REDWATER (CHAPTER 023, LOCAL 58)
MULTI-EMPLOYER CUPE (LOCAL 50)
MULTI-EMPLOYER CUPE (LOCAL 1461)
CUPE LEDUC COMMUNITY HOSPITAL (LOCAL 2147)
CUPE ROYAL ALEXANDRA HOSPITAL (LOCAL 41)
CUPE STURGEON COMMUNITY HOSPITAL (LOCAL 2147)
WESTVIEW HEALTH CENTRE (CUPE 1158)
IUOE LOCAL 955

**RE: BILL 27 – TRANSITION OF SALARY SCHEDULES INTO THE
RECEIVING AGREEMENT, AUPE LOCAL 054**

The parties agree that, as a result of Bill 27 and the transition of General Support Services Collective Agreements into the Receiving Agreement (UAH Local 054, Chapter 001), the following principles shall apply:

- 1) The review and transition of classifications into the Receiving Agreement shall be completed by the Employer on or before March 30, 2005.
- 2) Monetary increases resulting from the transition into the Receiving Agreement, shall be effective from the date the finalized results are forwarded to the Union for implementation. As classification decisions are finalized they shall be provided to the Union.
- 3) Failing agreement on the salary schedule, the parties will meet to explore options that will minimize the effect on Employees until the dispute is resolved. Failing satisfactory resolution, the matter shall be referred for resolution in accordance with Bill 27.

- 4) An Employee whose rate of pay exceeds that of the classification assigned by the Employer shall have his rate of pay red circled until the rate in the Receiving Agreement meets or exceeds his red circled rate. The provisions of Clause 22.05 in the Receiving Agreement will not apply except for Employees in the Receiving Agreement at the University of Alberta Hospital.

SALARY SCHEDULES AS REFLECTED IN THE MEMORANDUM OF SETTLEMENT FROM THE CURRENT GENERAL SUPPORT SERVICES AGREEMENTS SHALL BE INCORPORATED INTO THE RECEIVING AGREEMENT AS LOCAL CONDITIONS UNTIL THE TRANSITION IS COMPLETED.

General Services

Series	Classification	Effective Date	Step 1	Step 2				
G1	Lab Worker	01-Apr-04	12.84	14.01				
		01-Apr-05	13.23	14.43				
		01-Apr-06	13.49	14.72				
		01-Oct-06	13.62	14.87				
		01-Apr-07	13.89	15.17				
		01-Oct-07	14.03	15.32				
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
G2	Pharmacy Assistant	01-Apr-04	13.73	14.22	14.74	15.24	15.76	
		01-Apr-05	14.14	14.65	15.18	15.70	16.23	
		01-Apr-06	14.42	14.94	15.48	16.01	16.55	
		01-Oct-06	14.56	15.09	15.63	16.17	16.72	
		01-Apr-07	14.85	15.39	15.94	16.49	17.05	
		01-Oct-07	15.00	15.54	16.10	16.65	17.22	
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
G3	Surgical Processor	01-Apr-04	14.07	14.56	15.01	15.52	16.06	
		01-Apr-05	14.49	15.00	15.46	15.99	16.54	
		01-Apr-06	14.78	15.30	15.77	16.31	16.87	
		01-Oct-06	14.93	15.45	15.93	16.47	17.04	
		01-Apr-07	15.23	15.76	16.25	16.80	17.38	
		01-Oct-07	15.38	15.92	16.41	16.97	17.55	
Series	Classification	Effective Date	Step 1	Step 2				
G4	Driver I Stores I	01-Apr-04	14.79	16.51				
		01-Apr-05	15.23	17.01				
		01-Apr-06	15.53	17.35				
		01-Oct-06	15.69	17.52				
		01-Apr-07	16.00	17.87				
		01-Oct-07	16.16	18.05				
Series	Classification	Effective Date	Step 1	Step 2				
G5	Laboratory Assistant I	01-Apr-04	15.63	17.01				
		01-Apr-05	16.10	17.52				
		01-Apr-06	16.42	17.87				
		01-Oct-06	16.58	18.05				
		01-Apr-07	16.91	18.41				
		01-Oct-07	17.08	18.59				
Series	Classification	Effective Date	Step 1	Step 2				
G6	Laboratory Assistant II	01-Apr-04	16.41	17.86				
		01-Apr-05	16.90	18.40				
		01-Apr-06	17.24	18.77				
		01-Oct-06	17.41	18.96				
		01-Apr-07	17.76	19.34				
		01-Oct-07	17.94	19.53				

General Services

Series	Classification	Effective Date	Step 1	Step 2
G7	Driver II Lifeguard Stores II Working Leader - CSS	01-Apr-04	16.46	18.10
		01-Apr-05	16.95	18.64
		01-Apr-06	17.29	19.01
		01-Oct-06	17.46	19.20
		01-Apr-07	17.81	19.58
		01-Oct-07	17.99	19.78
Series	Classification	Effective Date	Step 1	Step 2
G8	Stores Specialist Team Leader- Lab Team Leader - Laundry Forman	01-Apr-04	18.31	20.15
		01-Apr-05	18.86	20.75
		01-Apr-06	19.24	21.17
		01-Oct-06	19.43	21.38
		01-Apr-07	19.82	21.81
		01-Oct-07	20.02	22.03
Series	Classification	Effective Date	Step 1	Step 2
G9	Working Supervisor- Recreation Facilities	01-Apr-04	18.42	20.56
		01-Apr-05	18.97	21.18
		01-Apr-06	19.35	21.60
		01-Oct-06	19.54	21.82
		01-Apr-07	19.93	22.26
		01-Oct-07	20.13	22.48
Series	Classification	Effective Date	Step 1	Step 2
G10	Driver Training instructor	01-Apr-04	18.88	21.98
		01-Apr-05	19.45	22.64
		01-Apr-06	19.84	23.09
		01-Oct-06	20.04	23.32
		01-Apr-07	20.44	23.79
		01-Oct-07	20.64	24.03

General Services - Food Services				
Series	Classification	Effective Date	Step 1	Step 2
FD1	Food Service I	01-Apr-04	11.64	12.70
		01-Apr-05	11.99	13.08
		01-Apr-06	12.23	13.34
		01-Oct-06	12.35	13.47
		01-Apr-07	12.60	13.74
		01-Oct-07	12.73	13.88
Series	Classification	Effective Date	Step 1	Step 2
FD2	Aide II (NFS) U	01-Apr-04	12.23	13.35
		01-Apr-05	12.60	13.75
		01-Apr-06	12.85	14.03
		01-Oct-06	12.98	14.17
		01-Apr-07	13.24	14.45
		01-Oct-07	13.37	14.59
Series	Classification	Effective Date	Step 1	Step 2
FD3	Food Clerk Cashier	01-Apr-04	12.96	14.42
		01-Apr-05	13.35	14.85
		01-Apr-06	13.62	15.15
		01-Oct-06	13.76	15.30
		01-Apr-07	14.04	15.61
		01-Oct-07	14.18	15.77
Series	Classification	Effective Date	Step 1	Step 2
FD4	Cooks Assistant Food Service II	01-Apr-04	12.74	13.89
		01-Apr-05	13.12	14.31
		01-Apr-06	13.38	14.60
		01-Oct-06	13.51	14.75
		01-Apr-07	13.78	15.05
		01-Oct-07	13.92	15.20
Series	Classification	Effective Date	Step 1	Step 2
FD5	Attendant II (NFS)u	01-Apr-04	13.38	14.55
		01-Apr-05	13.78	14.99
		01-Apr-06	14.06	15.29
		01-Oct-06	14.20	15.44
		01-Apr-07	14.48	15.75
		01-Oct-07	14.62	15.91

General Services - Food Services

Series	Classification	Effective Date	Step 1	Step 2
FD6	Cook I	01-Apr-04	14.92	16.43
		01-Apr-05	15.37	16.92
		01-Apr-06	15.68	17.26
		01act-06	15.84	17.43
		01-Apr-07	16.16	17.78
		01-Oct-07	16.32	17.96
Series	Classification	Effective Date	Step 1	Step 2
FD7	Cook II	01-Apr-04	16.91	18.85
		01-Apr-05	17.42	19.42
		01-Apr-06	17.77	19.81
		01-Oct-06	17.95	20.01
		01-Apr-07	18.31	20.41
		01-Oct-07	18.49	20.61

General Services - Environmental

Series	Classification	Effective Date	Step 1	Step 2
E1	Environmental I	01-Apr-04	11.64	12.70
		01-Apr-05	11.99	13.08
		01-Apr-06	12.23	13.34
		01-Oct-06	12.35	13.47
		01-Apr-07	12.60	13.74
		01-Oct-07	12.73	13.88
Series	Classification	Effective Date	Step 1	Step 2
E2	Environmental II	01-Apr-04	12.74	13.89
		01-Apr-05	13.12	14.31
		01-Apr-06	13.38	14.60
		01-Oct-06	13.51	14.75
		01-Apr-07	13.78	15.05
		01-Oct-07	13.92	15.20
Series	Classification	Effective Date	Step 1	Step 2
E3	Working Leader- Environmental	01-Apr-04	15.05	16.59
		01-Apr-05	15.50	17.09
		01-Apr-06	15.81	17.43
		01-Oct-06	15.97	17.60
		01-Apr-07	16.29	17.95
		01-Oct-07	16.45	18.13

General Services - Laundry				
Series	Classification	Effective Date	Step 1	Step 2
L1	Laundry	01-Apr-04	11.64	12.70
		01-Apr-05	11.99	13.08
		01-Apr-06	12.23	13.34
		01-Oct-06	12.35	13.47
		01-Apr-07	12.60	13.74
		01-Oct-07	12.73	13.88
Series	Classification	Effective Date	Step 1	Step 2
L2	Laundry Supervisor	01-Apr-04	14.57	16.22
		01-Apr-05	15.01	16.71
		01-Apr-06	15.31	17.04
		01-Oct-06	15.46	17.21
		01-Apr-07	15.77	17.55
		01-Oct-07	15.93	17.73
Series	Classification	Effective Date	Step 1	Step 2
L3	Working Leader - Laundry	01-Apr-04	15.50	17.27
		01-Apr-05	15.97	17.79
		01-Apr-06	16.29	18.15
		01-Oct-06	16.45	18.33
		01-Apr-07	16.78	18.70
		01-Oct-07	16.95	18.89

General Services - Service Worker

Series	Classification	Effective Date	Step 1	Step 2
S1	Service Worker I	01-Apr-04	13.49	14.73
		01-Apr-05	13.89	15.17
		01-Apr-06	14.17	15.47
		01-Oct-06	14.31	15.62
		01-Apr-07	14.60	15.93
		01-Oct-07	14.75	16.09
Series	Classification	Effective Date	Step 1	Step 2
S2	Service Worker II	01-Apr-04	14.06	15.33
		01-Apr-05	14.48	15.79
		01-Apr-06	14.77	16.11
		01-Oct-06	14.92	16.27
		01-Apr-07	15.22	16.60
		01-Oct-07	15.37	16.77
Series	Classification	Effective Date	Step 1	Step 2
S3	Attendant II (SW) U	01-Apr-04	14.76	16.06
		01-Apr-05	15.20	16.54
		01-Apr-06	15.50	16.87
		01-Oct-06	15.66	17.04
		01-Apr-07	15.97	17.38
		01-Oct-07	16.13	17.55

Clerical					
Series	Classification	Effective Date	Step 1	Step 2	
C1	Junior Clerk	01-Apr-04	12.69	14.01	
		01-Apr-05	13.07	14.43	
		01-Apr-06	13.33	14.72	
		01-Oct-06	13.46	14.87	
		01-Apr-07	13.73	15.17	
		01-Oct-07	13.87	15.32	
Series	Classification	Effective Date	Step 1	Step 2	Step 3
C2	Clerk I	01-Apr-04	13.62	14.77	15.92
		01-Apr-05	14.03	15.21	16.40
		01-Apr-06	14.31	15.51	16.73
		01-Oct-06	14.45	15.67	16.90
		01-Apr-07	14.74	15.98	17.24
		01-Oct-07	14.89	16.14	17.41
Series	Classification	Effective Date	Step 1	Step 2	Step 3
C3	Clerk II Switchboard Operator	01-Apr-04	14.30	15.49	16.68
		01-Apr-05	14.73	15.95	17.18
		01-Apr-06	15.02	16.27	17.52
		01-Oct-06	15.17	16.43	17.70
		01-Apr-07	15.47	16.76	18.05
		01-Oct-07	15.62	16.93	18.23
Series	Classification	Effective Date	Step 1	Step 2	Step 3
C4	Clerk III Secretary I Unit Clerk	01-Apr-04	15.02	16.24	17.47
		01-Apr-05	15.47	16.73	17.99
		01-Apr-06	15.78	17.06	18.35
		01-Oct-06	15.94	17.23	18.53
		01-Apr-07	16.26	17.57	18.90
		01-Oct-07	16.42	17.75	19.09
Series	Classification	Effective Date	Step 1	Step 2	Step 3
C5	Clerk IV Junior Accountant Secretary II Supply Coordinator	01-Apr-04	15.84	17.07	18.30
		01-Apr-05	16.32	17.58	18.85
		01-Apr-06	16.65	17.93	19.23
		01-Oct-06	16.82	18.11	19.42
		01-Apr-07	17.16	18.47	19.81
		01-Oct-07	17.33	18.65	20.01
Series	Classification	Effective Date	Step 1	Step 2	Step 3
C6	Medical Transcriptionist	01-Apr-04	16.27	17.31	18.36
		01-Apr-05	16.76	17.83	18.91
		01-Apr-06	17.10	18.19	19.29
		01-Oct-06	17.27	18.37	19.48
		01-Apr-07	17.62	18.74	19.87
		01-Oct-07	17.80	18.93	20.07

Clerical

Series	Classification	Effective Date	Step 1	Step 2	Step 3
C7	Clerk V	01-Apr-04	16.77	18.43	20.09
		01-Apr-05	17.27	18.98	20.69
		01-Apr-06	17.62	19.36	21.10
		01-Oct-06	17.80	19.55	21.31
		01-Apr-07	18.16	19.94	21.74
		01-Oct-07	18.34	20.14	21.96

Financial Services

Series	Classification	Effective Date	Step 1	Step 2
	Purchasing Assistant	01-Apr-04	18.70	20.87
		01-Apr-05	19.26	21.50
		01-Apr-06	19.65	21.93
		01-Oct-06	19.85	22.15
		01-Apr-07	20.25	22.59
		01-Oct-07	20.45	22.82

Series	Classification	Effective Date	Step 1	Step 2
FN2	Buyer	01-Apr-04	24.48	27.07
		01-Apr-05	25.21	27.88
		01-Apr-06	25.71	28.44
		01-Oct-06	25.97	28.72
		01-Apr-07	26.49	29.29
		01-Oct-07	26.75	29.58

Technical									
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5		
T1	Therapy Aide	01-Apr-04	13.92	14.34	14.74	15.15	15.54		
		01-Apr-05	14.34	14.77	15.18	15.60	16.01		
		01-Apr-06	14.63	15.07	15.48	15.91	16.33		
		01-Oct-06	14.78	15.22	15.63	16.07	16.49		
		01-Apr-07	15.08	15.52	15.94	16.39	16.82		
		01-Oct-07	15.23	15.68	16.10	16.55	16.99		
Series	Classification	Effective Date	St 1	St 2	Step 3				
T2	Imaging Attendant	01-Apr-04	14.16	14.96	15.79				
		01-Apr-05	14.58	15.41	16.26				
		01-Apr-06	14.87	15.72	16.59				
		01-Oct-06	15.02	15.88	16.76				
		01-Apr-07	15.32	16.20	17.10				
		01-Oct-07	15.47	16.36	17.27				
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
T3	Library Technician I	1-Apr-04	14.40	15.03	15.70	16.45	17.12	18.02	18.95
		1-Apr-05	14.83	15.48	16.17	16.94	17.63	18.56	19.52
		1-Apr-06	15.13	15.79	16.49	17.28	17.98	18.93	19.91
		1-Oct-06	15.28	15.95	16.65	17.45	18.16	19.12	20.11
		1-Apr-07	15.59	16.27	16.98	17.80	18.52	19.50	20.51
		1-Oct-07	15.75	16.43	17.15	17.98	18.71	19.70	20.72
Series	Classification	Effective Date	Step 1	St 2	St 3	St p 4	Step 5		
T4	Single ILS Worker	01-Apr-04	14.82	15.45	16.06	16.68	17.27		
		01-Apr-05	15.26	15.91	16.54	17.18	17.79		
		01-Apr-06	15.57	16.23	16.87	17.52	18.15		
		01-Oct-06	15.73	16.39	17.04	17.70	18.33		
		01-Apr-07	16.04	16.72	17.38	18.05	18.70		
		01-Oct-07	16.20	16.89	17.55	18.23	18.89		
Series	Classification	Effective Date	Step 1	Step 2	Step 3	St 4	St 5		
T5	Dual ILS Worker	01-Apr-04	15.83	16.47	17.14	17.80	18.45		
		01-Apr-05	16.30	16.96	17.65	18.33	19.00		
		01-Apr-06	16.63	17.30	18.00	18.70	19.38		
		01-Oct-06	16.80	17.47	18.18	18.89	19.57		
		01-Apr-07	17.14	17.82	18.54	19.27	19.96		
		01-Oct-07	17.31	18.00	18.73	19.46	20.16		
Series	Classification	Effective Date	St 1	St 2					
T6	Technical Attendant	01-Apr-04	16.46	18.13					
		01-Apr-05	16.95	18.67					
		01-Apr-06	17.29	19.04					
		01-Oct-06	17.46	19.23					
		01-Apr-07	17.81	19.61					
		01-Oct-07	17.99	19.81					

Series	Classification	Effective Date	Step 1	Step 2	Step 3				
T7	Coordinator, Regional Patient Transport Office	01-Apr-04	17.02	17.99	18.98				
		01-Apr-05	17.53	18.53	19.55				
		01-Apr-06	17.88	18.90	19.94				
		01-Oct-06	18.06	19.09	20.14				
		01-Apr-07	18.42	19.47	20.54				
		01-Oct-07	18.60	19.66	20.75				
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
T8	Graphic Designer	01-Apr-04	17.29	18.10	18.83	19.85	20.71	21.68	22.74
		01-Apr-05	17.81	18.64	19.39	20.45	21.33	22.33	23.42
		01-Apr-06	18.17	19.01	19.78	20.86	21.76	22.78	23.89
		01-Oct-06	18.35	19.20	19.98	21.07	21.98	23.01	24.13
		01-Apr-07	18.72	19.58	20.38	21.49	22.42	23.47	24.61
		01-Oct-07	18.91	19.78	20.58	21.70	22.64	23.70	24.88
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
T9	Library Technician II	1-Apr-04	18.42	19.37	20.20	21.13	22.10	23.05	24.18
		1-Apr-05	18.97	19.95	20.81	21.76	22.76	23.74	24.91
		1-Apr-06	19.35	20.35	21.23	22.20	23.22	24.21	25.41
		1-Oct-06	19.54	20.55	21.44	22.42	23.45	24.45	25.66
		1-Apr-07	19.93	20.96	21.87	22.87	23.92	24.94	26.17
		1-Oct-07	20.13	21.17	22.09	23.10	24.16	25.19	26.43
Series	Classification	Effective Date	Step 1	Step 2					
T10	Printer III	01-Apr-04	18.88	20.75					
		01-Apr-05	19.45	21.37					
		01-Apr-06	19.84	21.80					
		01-Oct-06	20.04	22.02					
		01-Apr-07	20.44	22.46					
		01-Oct-07	20.64	22.68					
Series	Classification	Effective Date	Step 1	Step 2					
T11	Bio. Parts Specialist	01-Apr-04	20.71	22.72					
		01-Apr-05	21.33	23.40					
		01-Apr-06	21.76	23.87					
		01-Oct-06	21.98	24.11					
		01-Apr-07	22.42	24.59					
		01-Oct-07	22.64	24.84					

Maintenance and Trades				
Series	Classification	Effective Date	Step 1	Step 2
M1	MaintenanceWorker I	01-Apr-04	13.89	15.30
		01-Apr-05	14.31	15.76
		01-Apr-06	14.60	16.08
		01-Oct-06	14.75	16.24
		01-Apr-07	15.05	16.56
		01-Oct-07	15.20	16.73
Series	Classification	Effective Date	Step 1	Step 2
M2	MaintenanceWorker II	01-Apr-04	15.98	17.61
		01-Apr-05	16.46	18.14
		01-Apr-06	16.79	18.50
		01-Oct-06	16.96	18.69
		01-Apr-07	17.30	19.06
		01-Oct-07	17.47	19.25
Series	Classification	Effective Date	Step 1	Step 2
M3	Maintenance Worker III	01-Apr-04	18.76	20.62
		01-Apr-05	19.32	21.24
		01-Apr-06	19.71	21.66
		01-Oct-06	19.91	21.88
		01-Apr-07	20.31	22.32
		01-Oct-07	20.51	22.54
Series	Classification	Effective Date	Step 1	Step 2
M4	Draftsperson	01-Apr-04	19.01	21.20
		01-Apr-05	19.58	21.84
		01-Apr-06	19.97	22.28
		01-Oct-06	20.17	22.50
		01-Apr-07	20.57	22.95
		01-Oct-07	20.78	23.18
Series	Classification	Effective Date	Step 1	Step 2
M5	Power Engineer 4th Class	01-Apr-04	19.31	21.22
		01-Apr-05	19.89	21.86
		01-Apr-06	20.29	22.30
		01-Oct-06	20.49	22.52
		01-Apr-07	20.90	22.97
		01-Oct-07	21.11	23.20

Maintenance and Trades				
Series	Classification	Effective Date	Step 1	Step 2
M6	Maintenance Worker IV Nurseryman	01-Apr-04	20.05	22.04
		01-Apr-05	20.65	22.70
		01-Apr-06	21.06	23.15
		01-Oct-06	21.27	23.38
		01-Apr-07	21.70	23.85
		01-Oct-07	21.92	24.09
Series	Classification	Effective Date	Step 1	Step 2
M7	Upholsterer	01-Apr-04	20.64	22.68
		01-Apr-05	21.26	23.36
		01-Apr-06	21.69	23.83
		01-Oct-06	21.91	24.07
		01-Apr-07	22.35	24.55
		01-Oct-07	22.57	24.80
Series	Classification	Effective Date	Step 1	Step 2
M8	Control Center Operator Locksmith	01-Apr-04	20.86	23.27
		01-Apr-05	21.49	23.97
		01-Apr-06	21.92	24.45
		01-Oct-06	22.14	24.69
		01-Apr-07	22.58	25.18
		01-Oct-07	22.81	25.43
Series	Classification	Effective Date	Step 1	Step 2
M9	Power Engineer 3rd Class	01-Apr-04	21.19	23.28
		01-Apr-05	21.83	23.98
		01-Apr-06	22.27	24.46
		01-Oct-06	22.49	24.70
		01-Apr-07	22.94	25.19
		01-Oct-07	23.17	25.44
Series	Classification	Effective Date	Step 1	Step 2
M10	Senior Control Operator	01-Apr-04	21.90	24.43
		01-Apr-05	22.56	25.16
		01-Apr-06	23.01	25.66
		01-Oct-06	23.24	25.92
		01-Apr-07	23.70	26.44
		01-Oct-07	23.94	26.70
Series	Classification	Effective Date	Step 1	Step 2
M11	Painter	01-Apr-04	22.40	24.67
		01-Apr-05	23.07	25.41
		01-Apr-06	23.53	25.92
		01-Oct-06	23.77	26.18
		01-Apr-07	24.25	26.70
		01-Oct-07	24.49	26.97

Maintenance and Trades				
Series	Classification	Effective Date	Step 1	Step 2
M12	Carpenter Spraypainter	01-Apr-04	23.54	25.69
		01-Apr-05	24.25	26.46
		01-Apr-06	24.74	26.99
		01-Oct-06	24.99	27.26
		01-Apr-07	25.49	27.81
		01-Oct-07	25.74	28.08
Series	Classification	Effective Date	Step 1	Step 2
M13	Electronics Technologist I	01-Apr-04	23.84	25.98
		01-Apr-05	24.56	26.76
		01-Apr-06	25.05	27.30
		01-Oct-06	25.30	27.57
		01-Apr-07	25.81	28.12
		01-Oct-07	26.07	28.40
Series	Classification	Effective Date	Step 1	Step 2
M14	Electrician Electronics Technologist II Machinist / Millwright Mechanic / Welder Medical Electronics Tech Plumber / Steamfitter Refrigeration Mechanic Signwriter / Painter Temp. Control Mech/ HVAC	01-Apr-04	24.67	26.94
		01-Apr-05	25.41	27.75
		01-Apr-06	25.92	28.31
		01-Oct-06	26.18	28.59
		01-Apr-07	26.70	29.16
		01-Oct-07	26.97	29.45
Series	Classification	Effective Date	Step 1	Step 2
M15	Maintenance Planner	01-Apr-04	24.97	27.71
		01-Apr-05	25.72	28.54
		01-Apr-06	26.23	29.11
		01-Oct-06	26.49	29.40
		01-Apr-07	27.02	29.99
		01-Oct-07	27.29	30.29
Series	Classification	Effective Date	Step 1	Step 2
M16	Power Engineer 2nd Class	01-Apr-04	25.13	27.62
		01-Apr-05	25.88	28.45
		01-Apr-06	26.40	29.02
		01-Oct-06	26.66	29.31
		01-Apr-07	27.19	29.90
		01-Oct-07	27.46	30.20

Maintenance and Trades				
Series	Classification	Effective Date	Step 1	Step 2
M17	Assistant Electrical Foreman	01-Apr-04	25.37	27.70
		01-Apr-05	26.13	28.53
		01-Apr-06	26.65	29.10
		01-Oct-06	26.92	29.39
		01-Apr-07	27.46	29.98
		01-Oct-07	27.73	30.28
Series	Classification	Effective Date	Step 1	Step 2
M18	Mechanical Technologist	01-Apr-04	25.81	28.37
		01-Apr-05	26.58	29.22
		01-Apr-06	27.11	29.80
		01-Oct-06	27.38	30.10
		01-Apr-07	27.93	30.70
		01-Oct-07	28.21	31.01
Series	Classification	Effective Date	Step 1	Step 2
M19	Lead Hand	01-Apr-04	25.90	28.29
		01-Apr-05	26.68	29.14
		01-Apr-06	27.21	29.72
		01-Oct-06	27.48	30.02
		01-Apr-07	28.03	30.62
		01-Oct-07	28.31	30.93
Series	Classification	Effective Date	Step 1	Step 2
M20	Power Plant Coordinator	01-Apr-04	26.76	29.87
		01-Apr-05	27.56	30.77
		01-Apr-06	28.11	31.39
		01-Oct-06	28.39	31.70
		01-Apr-07	28.96	32.33
		01-Oct-07	29.25	32.65

Aspen House									
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5		
A1	HousekeepingWorker RestaurantWorker	01-Apr-04	9.27	9.84	10.45	11.64	12.68		
		01-Apr-05	9.55	10.14	10.76	11.99	13.06		
		01-Apr-06	9.74	10.34	10.98	12.23	13.32		
		01-Oct-06	9.84	10.44	11.09	12.35	13.45		
		01-Apr-07	10.04	10.65	11.31	12.60	13.72		
		01-Oct-07	10.14	10.76	11.42	12.73	13.86		
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5		
A2	Cook's Assistant	01-Apr-04	10.38	10.97	11.56	12.74	13.87		
		01-Apr-05	10.69	11.30	11.91	13.12	14.29		
		01-Apr-06	10.90	11.53	12.15	13.38	14.58		
		01-Oct-06	11.01	11.65	12.27	13.51	14.73		
		01-Apr-07	11.23	11.88	12.52	13.78	15.02		
		01-Oct-07	11.34	12.00	12.65	13.92	15.17		
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5		
A3	MaintenanceWorker	01-Apr-04	10.83	11.46	12.07	13.35	14.69		
		01-Apr-05	11.15	11.80	12.43	13.75	15.13		
		01-Apr-06	11.37	12.04	12.68	14.03	15.43		
		01-Oct-06	11.48	12.16	12.81	14.17	15.58		
		01-Apr-07	11.71	12.40	13.07	14.45	15.89		
		01-Oct-07	11.83	12.52	13.20	14.59	16.05		
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A4	RecreationAide	01-Apr-04	12.34	12.99	13.41	13.81	14.26	14.58	15.01
		01-Apr-05	12.71	13.38	13.81	14.22	14.69	15.02	15.46
		01-Apr-06	12.96	13.65	14.09	14.50	14.98	15.32	15.77
		01-Oct-06	13.09	13.79	14.23	14.65	15.13	15.47	15.93
		01-Apr-07	13.35	14.07	14.51	14.94	15.43	15.78	16.25
		01-Oct-07	13.48	14.21	14.66	15.09	15.58	15.94	16.41
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5		
A5	Journeyman Cook	01-Apr-04	12.56	13.16	13.75	14.93	16.44		
		01-Apr-05	12.94	13.55	14.16	15.38	16.93		
		01-Apr-06	13.20	13.82	14.44	15.69	17.27		
		01-Oct-06	13.33	13.96	14.58	15.85	17.44		
		01-Apr-07	13.60	14.24	14.87	16.17	17.79		
		01-Oct-07	13.74	14.38	15.02	16.33	17.97		

Aspen House								
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A6								
		01-Apr-05	14.72	15.17	15.64	16.13	16.61	17.13
		01-Apr-06	15.01	15.47	15.95	16.45	16.94	17.47
		01-Oct-06	15.16	15.62	16.11	16.61	17.11	17.64
		01-Apr-07	15.46	15.93	16.43	16.94	17.45	17.99
		01-Oct-07	15.61	16.09	16.59	17.11	17.62	18.17

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