



**Collective Agreement**

**Between**

**CAPITAL HEALTH**

**and**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 054**

***General Support Services***

**April 1, 2008 – March 31, 2011**

**13467 (02)**

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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, 2011 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, gross earnings, and Employees on long term absence status where applicable. Long term absence shall mean any absence in excess of six (6) months.
- 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, in writing, within ten (10) days of the date the aggrieved Employees first became aware of, or reasonably should have become aware of, the event leading to the grievance. The grievance shall commence 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, in writing, within ten (10) days of the date the discipline was communicated to the Employee.
  - (b) In the event an Employee alleges that he has been dismissed without just cause, he may commence his grievance at Step III, in writing, within ten (10) days of the date of the Employee's dismissal.
- 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 five-hundred and three point seven five (503.75) 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 five-hundred and three point seven five (503.75) 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 five-hundred and three point seven five (503.75) 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 Employee's 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.

20.03 During the term of a Temporary position, the incumbent employee shall not be eligible to apply for other temporary positions in the same or lower paid classifications, that commence before the current temporary position ends, unless otherwise mutually agreed.

**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 40.05, 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 40.
- 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 Pay 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, inclusive of meal breaks, for Regular Full-time Power Engineers, Control Centre Operators and Maintenance Worker IVs who are scheduled to work a regular eight (8) hour shift in a Power Plant Operation, 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) Except for Employees identified under 23.01 (b), 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) Employees covered under 23.01 (b) shall be provided with a paid meal break at the basic rate of pay for not less than one-half (1/2) hour in each shift.
- (c) 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.
- (d) 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 breaks, 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, inclusive of meal breaks, for Regular Part-time Power Engineers, Control Centre Operators and Maintenance Worker IVs who are scheduled to work a regular eight (8) hour shift in a Power Plant Operation, 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) Except for Employees identified in 23.06 (b), 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) Employees covered under 23.06 (b) shall be provided with a paid meal break at the basic rate of pay for not less than one-half (1/2) hour for shifts worked greater than five (5) hours.
  - (iii) 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.
  - (iv) 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.
  - (v) Power Engineers, Control Centre Operators and Maintenance Worker IVs referenced in Clause 23.06 (b) may be required to take their paid meal breaks and rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Boiler's and Pressure Vessels Act.
  - (vi) 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.
  - (vii) 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) Except by mutual agreement between the Employee and the Employer, a Regular Part-time Employee will receive at least one (1) weekend off in four (4) averaged over one (1) complete cycle of the shift schedule. A weekend shall mean a Saturday and a Sunday. This clause shall not apply in circumstances when the Employer requires Part-time Employees to work shifts that include steady weekend work.
- (f) 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;

- (g) 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 two times (2X) for all hours worked on the first shift of the changed schedule, unless requested by the Employee and agreed to by the Employer.

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.

23.10 Modified hours of work may be implemented where mutually agreed between the Employer and the Union.

**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 breaks, shall not be greater than twelve (12) hours per shift, and shall be equivalent to 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
- (c) Regular hours of work, inclusive of meal breaks, for Regular Full-time Power Engineers, Control Centre Operators and Maintenance Worker IVs in a Power Plant Operation shall be eighty (80) hours averaged over one complete cycle of the shift schedule and two thousand, eighty-eight (2088) hours per year

as determined by the Employer.

- (d) Regular hours of work for Part-time Employees, exclusive of meal breaks, shall not be greater than twelve (12) hours per shift, and shall be less than the hours in Clause 24.02 (b).
- (e) Notwithstanding (d) above hours of work, inclusive of meal breaks, for Regular Part-time Power Engineers, Control Centre Operators and Maintenance Worker IVs in a Power Plant Operation shall be not greater than twelve hours per shift, and shall be less than the hours specified in Clause 24.02 (c).
- (f) 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.
- (g)
  - (i) Regular Full-time employees working shifts pursuant to Clause 24.02 (f) 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.
- (h) 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.

- (i) 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.

- (j)
  - (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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) 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.
- (o) 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.
- (p) 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.
- (q) 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.
- (r) 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.
- (s) 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) \$3.00 per hour of assigned on-call on any regularly scheduled working day; or
  - (b) \$4.25 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 Government of Alberta rates 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 Government of Alberta rates 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.

**Effective January 1, 2009**

- 29.01 Evening Shift differential  
A shift premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:
- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours;



- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
- (d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700) hours, no shift differential will be paid.

29.02

Night Shift differential

A shift differential of three dollars (\$3.00) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- (c) to Employees for all overtime hours worked which fall within the period between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

29.03

Weekend Premium

A weekend premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within the sixty-four (64) period commencing at fifteen hundred (1500) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

29.04

All premiums and differentials payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

29.05

Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

**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. Where the extra day off cannot be scheduled in connection with his vacation or within thirty (30) calendar days of return to duty, the Employee shall be given one (1) day's pay at his Basic Rate of Pay in lieu of the Named Holiday.

- 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).
- (e) Supplementary Vacation
  - (i) Effective April 1, 2009, upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional five (5) working days of supplementary vacation with pay. Subject to clause 31.03 (d), the supplementary vacation may be taken at the Employee's option at any subsequent time.

- 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 1<sup>st</sup> 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.
- (e) Once vacations are authorized by the Employer, they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.
- 31.04 Except when vacations are changed by mutual agreement when an Employee is required by the Employer to work during his vacation he shall receive pay at two times (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 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.
- (v) Supplementary Vacation

Effective April 1, 2009, upon having reached twenty-five (25) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.

(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, as soon as possible, but in any event not less than 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. Where the Employee has paid a fee for such proof, the full fee shall be reimbursed by the Employer.
- (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 Workers' Compensation Act. Employees shall only receive full salary to the extent that one tenth (1/10) day(s) can be deducted from accumulated sick leave.

**ARTICLE 34**  
**Prepaid Health Benefits**

34.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall implement the following group plans 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
- (e) Basic Accidental Death and Dismemberment
- (f) Effective April 1, 2006, Short-Term Disability
- (g) 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.

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 within a seven (7) calendar day period (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 within a seven (7) calendar day period.
- (b) Travel time, not exceeding two (2) calendar days, in addition to the foregoing shall be approved by the Employer for travel in excess of 320 kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.

- (c) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off without loss of regular earning to attend the funeral services.

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 (worksite in community sector) at not less than the same salary and benefits that had accrued to them prior to commencing leave.

D. Special Leave

- (a) The Parties recognize that a regular employee may be unable to report to work for their regularly scheduled shifts, due to unanticipated circumstances of pressing necessity which require the employee's personal attention and which may include illness in the employee's immediate family. The Employer shall approve special leave in such circumstances to a maximum of four (4) days without loss of pay in each calendar year; any requests for additional leave of absence in these circumstances shall be subject to the provisions of Article 35.02.
- (b) An employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave.

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.
- (c) When leave to attend to Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus fifteen percent (15%) to cover cost of 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 five-hundred and three point seven five (503.75) 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 five-hundred and three point seven five (503.75) 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 Government of Alberta rates 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**  
**Camp Allowance**

- 39.01 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.

39.02 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 40**  
**Salaries**

40.01 The Basic Rate of Pay as set out in the Salary Schedules shall be applicable to all Employees covered by this Collective Agreement, effective on the dates specified therein.

40.02 An Employee's Basic Rate of Pay shall be advanced to the next higher rate following:

- (a) in the case of a Full-time Employee, one (1) year of service;
- (b) in the case of a Part-time Employee, the completion of each period of two thousand and twenty-two point seven five (2022.75) or two thousand and eight-eight (2088) regular hours paid.

40.03 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.

40.04 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 does not provide at least a three (3) percent increase to their current 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 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.

40.05 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.

40.06 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.

40.07 Should the Employer issue an overpayment of wages and /or entitlements, the Employer may make the necessary monetary adjustments in accordance with its Policy on Over and Under Payments.



**ARTICLE 41**  
**Transportation and Subsistence**

- 41.01 Employees shall be reimbursed for travel and subsistence expenses in accordance with the Capital Health Human Resources Policy.
- 41.02 When an Employee is assigned duties necessitating the use of the Employee's private automobile she or he shall be reimbursed at Government of Alberta rates per kilometer.

**ARTICLE 42**  
**Subrogation**

- 42.01 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.
- 42.02 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.
- 42.03 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.
- 42.04 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.

**Letter of Implementation**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: IMPLEMENTATION PROBATION**

- 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.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #1**

**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

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #2**

**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.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: SEVERANCE FOR CONTRACTING OUT OR ORGANIZATIONAL CHANGE**

The Parties hereby agree as follows:

1. Contracting Out and Organizational Changes
  - 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 or as a result of organizational change, 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, 2011.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #4**

**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.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Letter of Understanding #5**

**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, 2008, April 1, 2009 and April 1, 2010 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, 2008, April 1, 2009 and April 1, 2010 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).

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #6**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**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 1<sup>st</sup> 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 1/2 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 pro-rated 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 40.02 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. This Letter of Understanding shall expire no later than three (3) months following the date of ratification of this Collective Agreement. The conversion of Employees from a Shortened Work Day to a 7.75 hour work day shall not be considered a violation of the scheduling provisions contained in Article 23.07.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #7**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**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.

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.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #8**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**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.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

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**Letter of Understanding #9**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**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. A 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.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Agreement #10**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**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.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: MUTUAL AGREEMENT TO ADJUST FTES**

WHEREAS the Parties see the mutual value in:

- Providing Employees with confirmation of their full-time equivalent (FTE):
- Defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- Developing larger FTEs and more full-time positions;

The Parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Union.
  - (a) The process for requesting a change to FTEs shall be as follows:
    - (i) Employees may request to increase or decrease the Employee's FTE. The Employer shall advise the Union of such request.
    - (ii) Employers may offer to increase an Employee's FTE following consultation with the Union.
    - (iii) Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with the Letter of Understanding.
  - (b) Where mutual agreement is reached in accordance with paragraph 1(a) above:
    - (i) regular hours of work for that classification within the bargaining unit shall not be reduced.
    - (ii) amendments to FTEs will be limited to the work area from which the original request was received.
    - (iii) such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.
2. Mutual agreement to amend FTEs shall not be considered a violation of Article 19: Job Opportunities, Article 20: Promotions and Transfers, or Article 18: Layoff and Recall.

3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.
4. This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later. If this Letter of Understanding expires and is not renewed, any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

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**LETTER OF UNDERSTANDING #12**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: RECOGNITION OF PREVIOUS EXPERIENCE**

1. Article 40.03 shall be amended for new Capital Health Employees hired during the life of the current collective agreement into Classifications listed below as follows:

“40.03 Upon verification of a new Capital Health Employee having job specific and relevant experience within the preceding twelve (12) months, the Employee’s starting salary may be adjusted one salary increment for each full year of service, up to and including the appropriate Step listed below.”

<b>Affected Classification</b>	<b>New Employees hired after March 31, 2008</b>	<b>New Employees hired after March 31, 2009</b>	<b>New Employees hired after March 31, 2010</b>	<b>New Employees hired after March 31, 2011</b>
Clerk I	Up to Step 4	Up to Step 5	Up to Step 6	Up to Step 6
Clerk II	Up to Step 6	Up to Step 6	Up to Step 6	Up to Step 6
Clerk III	Up to Step 4	Up to Step 5	Up to Step 6	Up to Step 6
Clerk IV	Up to Step 3	Up to Step 4	Up to Step 5	Up to Step 6
Clerk V	Up to Step 2	Up to Step 3	Up to Step 4	Up to Step 5
Clerk VI	Up to Step 2	Up to Step 3	Up to Step 4	Up to Step 5
Switchboard Operator	Up to Step 4	Up to Step 5	Up to Step 6	Up to Step 6
Unit Clerk	Up to Step 3	Up to Step 4	Up to Step 5	Up to Step 6
Secretary I	Up to Step 3	Up to Step 4	Up to Step 5	Up to Step 6
Secretary II	Up to Step 2	Up to Step 3	Up to Step 4	Up to Step 5
Medical Transcriptionist	Up to Step 2	Up to Step 3	Up to Step 4	Up to Step 5
Surgical Processors	Up to Step 4	Up to Step 5	Up to Step 5	Up to Step 5
Working Leader CSS	Up to Step 3	Up to Step 4	Up to Step 5	Up to Step 5
Coordinator RPTO	Up to Step 3	Up to Step 4	Up to Step 5	Up to Step 6
Lab Assistant I	Up to Step 5	Up to Step 6		
Lab Assistant II	Up to Step 5	Up to Step 6		
Team Leader – Lab	Up to Step 5	Up to Step 6		

2. In the event Market Adjustments with multiple salary increments are provided to other classifications, the Parties will assess whether amendments are required to Article 40.03.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

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**Letter of Understanding #13**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: EDUCATIONAL OPPORTUNITIES**  
**SURGICAL PROCESSOR TRAINING PROGRAM**  
**(THE "PROGRAM")**

Whereas it is the intention of the parties to support staff in the Program, the parties agree as follows:

1. The Employer agrees to fund employees selected by the Employer and accepted as Surgical Processor Trainees up to a maximum of two thousand five hundred (\$2,500) dollars for tuition/registration, course examination and one writing of the certification examination (note: if the certification examination is re-written it shall be at the employee's expense). Should the tuition/registration, course examination and certification examination cost of the Programs increase, the Employer agrees to increase the amount of funding to cover the tuition/registration cost of the programs.
2. Funded employees agree to a Return-Service Commitment with the Employer of 2022.75 regular hours worked in the Sterile Processing Department, by signing the Capital Health Return Service Commitment Agreement. This Return-Service Commitment commences following completion of the program inclusive of the clinical practicum and the trial or probation period in the program as applicable.
3. Should the Employee voluntarily terminate from the Program before the completion of the Return-Service Commitment, the funds referred to in #1 will immediately become due and payable to the Employer. The amount to be repaid to the Employer will be pro-rated and the Employee shall pay 1/12 of the full amount for each month not worked. The Employee agrees that the Employer reserves the right to collect any monies owing. The Employee agrees to have monies owing deducted from his/her paycheque. The Employer will consider amending or waiving the repayment as deemed appropriate by the Employer in situations where there are extenuating circumstances leading up to the voluntary termination, which are substantiated to the satisfaction of the Employer.
4. The Employer agrees to pay the Employee at the basic rate of pay for attendance in the Program. Part-Time or casual Employees attending the program on a full-time basis will be paid at the basic rate of pay for all hours in attendance, not to exceed a 1.00 Full-Time equivalency (FTE).
5. Sponsored participants will be selected for Full-Time or Part-Time positions in accordance with the Promotion and Transfer Article of the AUPE Collective Agreement. All provisions of the Collective Agreement apply during the term of the Program. Clauses 16.01 and 20.02 shall be amended as follows:
  - (a) The probationary period shall begin upon commencement into the Program and shall end following 503.75 regular hours worked following completion of the Program.

(b) The trial period shall begin upon commencement into the Program and shall end following 465 regular hours worked following completion of the Program.

6. This Letter of Understanding shall be reviewed annually, by the parties.

7. If either party wishes to terminate this letter, they shall provide 90 days notice. The letter will not cease being applied until the current training programs have been completed. If there is a training program planned to commence within the 90 day notice period, this letter will continue to apply to the planned program.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING #14**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: CLASSIFICATION REVIEW – SUPPLY SERIES**

1. Capital Health has identified a requirement to conduct a classification review for the following classifications within the AUPE General Support Services Collective Agreement;

Supply Coordinator  
Stores 1  
Stores 11  
Stores Specialist  
Pharmacy Assistant  
Purchasing Assistant  
Buyer

2. The Classification review may include updating existing job descriptions, altering the duties of the affected classification(s), or creating new classifications as necessary.
3. Employees affected by the classification review will be placed into the appropriate classification in accordance with Articles 22, and 40 of the Collective Agreement.
4. Where the Employer significantly alters the duties of an existing classification, or creates a new classification, the Employer will notify the union of same and propose a rate of pay in accordance with Article 22 of the Collective Agreement.
5. Every effort will be made to complete the classification review by April 1, 2009, unless a later date is mutually agreed upon by the Parties.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING #15**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: CLASSIFICATION REVIEW – TECHNICAL ATTENDANT AND THERAPY AIDE**

1. Capital Health has identified a requirement to conduct a classification review for the following classification within the AUPE General Support Services Collective Agreement;

Technical Attendant  
Therapy Aide

2. The Classification review may include updating existing job descriptions, altering the duties of the affected classification(s), or creating new classifications as necessary.
3. Employees affected by the classification review will be placed into the appropriate classification in accordance with Articles 22, and 40 of the Collective Agreement.
4. Where the Employer significantly alters the duties of an existing classification, or creates a new classification, the Employer will notify the union of same and propose a rate of pay in accordance with Article 22 of the Collective Agreement.
5. Every effort will be made to complete the classification review by April 1, 2009, unless a later date is mutually agreed upon by the Parties.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING #16**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: CLASSIFICATION REVIEW – LAUNDRY**

1. Capital Health has identified a requirement to conduct a classification review for the following classification within the AUPE General Support Services Collective Agreement;

Laundry

2. The Classification review may include updating existing job descriptions, altering the duties of the affected classification(s), or creating new classifications as necessary.
3. Employees affected by the classification review will be placed into the appropriate classification in accordance with Articles 22, and 40 of the Collective Agreement.
4. Where the Employer significantly alters the duties of an existing classification, or creates a new classification, the Employer will notify the union of same and propose a rate of pay in accordance with Article 22 of the Collective Agreement.
5. Every effort will be made to complete the classification review by April 1, 2009, unless a later date is mutually agreed upon by the Parties.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING #17**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: JOINT COMMITTEE**

The Parties recognize the value of joint discussions related to the Employer's transition to Alberta Health Services and its impact on Employees. Accordingly, the Parties agree as follows:

1. Within ninety (90) days of the ratification of this Collective Agreement, the Parties shall establish a Joint Committee.
2. The Joint Committee will be comprised of Employer and Union Representatives.
3. The Parties will meet quarterly, or as otherwise mutually agreed, to discuss issues of mutual concern arising out of the transition.
4. The Joint Committee's purpose will be to:
  - (a) exchange information;
  - (b) engage in discussion;
  - (c) make recommendations regarding the ongoing administration of the Collective Agreement as transitional issues develop.
5. The topics discussed by the Joint Committee may include, but shall not be limited to:
  - (a) Layoff and Recall implications;
  - (b) Seniority issues;
  - (c) Employer status;
  - (d) Severance implications;
  - (e) Staffing and workload initiatives; and
  - (f) other issues of mutual interest agreed to by the Parties.
6. The Joint Committee shall establish terms of reference outlining the Joint Committee's purpose, its key functions, Joint Committee membership, and the reporting relationships for each of the Parties.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING #18**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: PRECEPTOR PAY FOR UNIT CLERKS, LABORATORY ASSISTANT I AND  
LABORATORY ASSISTANT II**

1. A Unit Clerk, Laboratory Assistant I or Laboratory Assistant II assigned by the Employer to act as a Preceptor for students in a post-secondary Unit Clerk or Laboratory Assistant education or training program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those employees who express interest in participation in this program.
2. "Preceptor" shall mean a Unit Clerk, Laboratory Assistant I or Laboratory Assistant II who is assigned to supervise, educate and evaluate students in a post-secondary or comparable internal Unit Clerk or Laboratory Assistant education or training program as referred to in Article 18.03(a) above.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

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**LETTER OF UNDERSTANDING #19**

**BETWEEN**

**Capital Health**

**AND**

**Alberta Union of Provincial Employees**

**RE: FLEXIBLE HEALTH BENEFITS SPENDING ACCOUNT**

1. The following changes to benefit plan provisions will be made by Employers effective January 1, 2009:
  - (a) Least cost alternative provisions will be implemented in all Supplementary Health Benefit plans. In circumstances where a physician requires that a least cost alternative not be substituted, the plans will provide coverage for the brand name drug prescribed.
  - (b) All dental plans will provide for oral examinations for adults once every twelve (12) months.
  - (c) All dental plans will not include coverage for topical fluoride treatments for adults.
  - (d) All dental plans will limit oral hygiene instruction to once per dentist for children only.
  - (e) All dental plans will include provisions that scaling beyond three (3) units require pre-authorization.
  - (f) The plans will reimburse dispensing fees at 80% to a maximum of seven dollars (\$7.00) per prescription under the Supplementary Health Benefits plans.
  - (g) Coverage for semi private and private rooms will be based on room fee levels as at January 1, 2009.
2. Where individual Employers are currently providing benefit coverage consistent with the changes outlined in point 1(a) – (d), no changes will be implemented for those items.
3.
  - (a) A Flexible Health Benefit Spending Account shall be implemented for all employees eligible for benefits in accordance with Article 34.
  - (b) A sum of five hundred dollars (\$500.00) each regular full-time employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account for each eligible employee effective January 1 of each calendar year beginning January 1, 2009.
  - (c) This Flexible Health Benefit Spending Account shall be provided to regular part-time employees on a pro-rated basis, based on their FTE as of November 1 of each calendar year.

- (d) Any unused credits in an employee's Flexible Health benefit Spending Account as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (e) The Flexible Health benefit Spending Account may be utilized by employees for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 34.
- (f) Where the Employer chooses to contract with an insurer for the administration of the Flexible Health Benefit Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.
- (g) The Flexible Health Benefit Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Health benefit Spending Account.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

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**LETTER OF AGREEMENT #20**

**BETWEEN**

**Capital Health**

**And**

**Alberta Union of Provincial Employees**

**RE: APPRENTICESHIP PROGRAM – AUPE GENERAL SUPPORT SERVICES**

Implementing an Apprenticeship program in Capital Health provides opportunity to address current and forecasted recruitment needs.

1. Apprenticeship positions will be created as Regular positions with an expiry date of up to four years, six months.
2. Apprentices shall be paid no less than the applicable percentage rate of the trade rate as established by the Apprenticeship Board. Internal applicants accepted into the program will not have their rate reduced as a result of participating in the program and, if warranted, their rate of pay will be red circled.
3. Recruitment into apprentice positions shall be in accordance with the Collective Agreement
4. While attending the school portion of the apprenticeship program, the participants will be on a leave of absence with pay at their basic rate of pay.
5. While attending the school portion of the apprenticeship program, the participants' benefits and premium cost share will continue in accordance with the Collective Agreement.
6. There will be no guarantee of employment following completion of the program. Apprentices will be placed into Regular positions in accordance with the Collective Agreement.
7. Capital Health will reimburse Apprentices for the cost of tuition and text books upon successful completion of that year's program.
8. Apprentices will be required to sign a return service agreement for a period of 1 year following completion of each year of the apprenticeship program.

In the event the employee terminates during the 1 year period, they will be required to reimburse the Employer the cost of the paid leave and tuition/books prorated to the time remaining in the 1 year commitment. For example, if an employee resigns after completing 9 months of the Return Service Agreement, they will be required to reimburse the Employer for 3/12ths of the cost of the paid leave and tuition.

Following successful completion of the apprenticeship program, the position will be extended by a period of up to 6 months during which time the Employee is required to apply on positions in their trade that are posted in Capital Health. During this period, the Employee will be paid at the start rate of the applicable trade classification. This 6 month period will be considered towards the completion of the employee's final 1 year return service commitment with Capital Health.



In the event the Employee, after having applied on applicable postings, is unable to obtain employment with Capital Health within the 6 month period following their completion of the program, or is terminated through no fault of their own during the program, the return service commitment shall be waived.

9. In the event of failure of an exam, the program participant will be given one opportunity to re-write the exam and obtain a passing mark. Employees who do not pass the exam on their 2<sup>nd</sup> attempt will be subject to termination of employment.
10. The apprentice may be required to transfer between sites and complete a practicum at a site different than their own. Employees will be reimbursed for travel expenses in accordance with Employer Policy.
11. To ensure those applying to the program have a genuine interest for the trade, a trial period/job shadowing period may be available to them.
12. If, within 1 year of having started the program, the apprentice decides to withdraw from the program or is not successful, Capital Health may assign the employee to their former position (if still available) or another similar position within the site which is consistent with the employee's abilities and qualifications. In the event there are no positions available, and the Employee has not found alternate employment with Capital Health, the Employee will be terminated.
13. Apprentices shall be covered by the terms of the Collective Agreement applicable to Regular Full-time Employees except that the following provisions shall not apply:
  - (i) Layoff and Recall
  - (ii) Grievance Procedure in the event an Apprentice is terminated upon completion of the program, or as a result of not fulfilling the requirements of the Apprenticeship program.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LETTER OF UNDERSTANDING #21**

**BETWEEN**

**Capital Health**

**and**

**Alberta Union of Provincial Employees**

**RE: RETURN SERVICE COMMITMENT – LABORATORY ASSISTANT TRAINING  
PROGRAM INITIATIVE**

Whereas it is the intention of the Parties to facilitate recruitment of qualified applicants to Laboratory Assistant positions in Capital Health in a manner that is mutually beneficial to the applicant and the Employer, the Parties agree to the following:

1. When Capital Health provides a sixteen (16) weeks in-house Laboratory Assistant Training Program that will qualify applicants for vacant Laboratory Assistant positions within Capital Health Regional Laboratory Services. During the period of the training program the “Trainee” will be out of the scope of the bargaining unit and will receive a stipend.
2. Upon successful completion of the sixteen (16) week in-house Laboratory Assistant Training Program, appointments to vacancies or casual status will be at the current Step I basic rate of pay for Laboratory Assistant I or II.
3. Letters of Offer will include a Return Service Commitment for consideration of the stipend paid during the Laboratory Assistant Training Program. The length of the return service commitment shall be twelve (12) months in a full-time capacity or the equivalent of 2022.75 hours in either a part-time or casual status.
4. Should the employee resign from Capital Health or be terminated prior to completing 2022.75 hours worked (12 months), the employee will be required to reimburse Capital Health for a portion of the total amount of the trainee stipend received. The portion to be reimbursed shall be calculated as a pro-rated amount equalling the total amount of the stipend divided by 2022.75 X number of hours remaining in the return service commitment.
5. This Letter of Understanding may be terminated by either Party by providing ninety (90) days notice in writing of such intent. The termination of the Letter of Understanding does not negate any prior existing return service commitment with employees.

FOR THE EMPLOYER

FOR THE UNION

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DATE: \_\_\_\_\_

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ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

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

ON BEHALF OF THE EMPLOYER  
BARGAINING TEAM

ON BEHALF OF THE UNION  
BARGAINING TEAM

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General Services								
Series	Classification	Effective Date	Step 1	Step 2				
G01	Lab Worker	Current	14.03	15.32				
		1-Apr-08	14.73	16.09				
		1-Apr-09	15.47	16.89				
		1-Apr-10	16.24	17.73				
Series	Classification	Effective Date	Step 1					
G02	Surgical Processor - Developmental	Current	New Class					
		1-Apr-08	16.92					
		1-Apr-09	17.76					
		1-Apr-10	18.65					
Series	Classification	Effective Date	Step 1	Step 2				
G03	Driver I	Current	16.16	18.05				
		1-Apr-08	16.97	18.96				
		1-Apr-09	17.82	19.90				
		1-Apr-10	18.71	20.90				
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
G04	Surgical Processor	Current	16.96	17.55	18.10	18.71	19.33	
		1-Apr-08	17.81	18.43	19.01	19.65	20.30	
		1-Apr-09	18.70	19.35	19.96	20.63	21.31	
		1-Apr-10	19.63	20.32	20.95	21.66	22.38	
Series	Classification	Effective Date	Step 1	Step 2				
G05	Driver II Lifeguard	Current	17.99	19.78				
		1-Apr-08	18.89	20.77				
		1-Apr-09	19.83	21.81				
		1-Apr-10	20.82	22.90				
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
G06	Laboratory Assistant I	Current	17.08	18.59				
		1-Apr-08 Adjustment	17.08	17.76	18.47	19.21	19.97	20.49
		1-Apr-08	17.93	18.65	19.39	20.17	20.97	21.51
		1-Apr-09	18.83	19.58	20.36	21.18	22.02	22.59
		1-Apr-10	19.77	20.56	21.38	22.24	23.12	23.72

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
G07	Laboratory Assistant II	Current	17.94	19.53				
		1-Apr-08 Adjustment	17.94	18.67	19.43	20.21	21.03	21.58
		1-Apr-08	18.84	19.60	20.40	21.22	22.08	22.66
		1-Apr-09	19.78	20.58	21.42	22.28	23.19	23.79
		1-Apr-10	20.77	21.61	22.49	23.40	24.34	24.98
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
G08	Working Leader - CSS	Current	19.78	20.27	20.78	21.30	21.75	
		1-Apr-08	20.77	21.28	21.82	22.37	22.84	
		1-Apr-09	21.81	22.35	22.91	23.48	23.98	
		1-Apr-10	22.90	23.47	24.06	24.66	25.18	
Series	Classification	Effective Date	Step 1	Step 2				
G09	Working Supervisor - Recreation Facilities	Current	20.13	22.48				
		1-Apr-08	21.14	23.60				
		1-Apr-09	22.19	24.78				
		1-Apr-10	23.30	26.02				
Series	Classification	Effective Date	Step 1	Step 2				
G10	Driver Training Instructor	Current	20.64	24.03				
		1-Apr-08	21.67	25.23				
		1-Apr-09	22.76	26.49				
		1-Apr-10	23.89	27.81				
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
G11	Team Leader - Lab	Current	20.02	22.03				
		1-Apr-08 Adjustment	20.02	20.82	21.65	22.52	23.42	24.03
		1-Apr-08	21.02	21.86	22.73	23.65	24.59	25.23
		1-Apr-09	22.07	22.95	23.87	24.83	25.82	26.49
		1-Apr-10	23.18	24.10	25.06	26.07	27.11	27.82
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
G12	Security Guard	1-Apr-08	21.05	21.88	22.71	23.59	24.58	25.69
		1-Apr-09	22.10	22.97	23.85	24.77	25.81	26.97
		1-Apr-10	23.21	24.12	25.04	26.01	27.10	28.32

**General Services - Food Services**

Series	Classification	Effective Date	Step 1	Step 2
FD1	Food Service I	Current	12.73	13.88
		31-Mar-08	13.24	14.44
		1-Apr-08	13.90	15.16
		1-Apr-09	14.60	15.92
		1-Apr-10	15.33	16.72

Series	Classification	Effective Date	Step 1	Step 2
FD2	Cooks Assistant Food Service II	Current	13.92	15.20
		31-Mar-08	14.48	15.81
		1-Apr-08	15.20	16.60
		1-Apr-09	15.96	17.43
		1-Apr-10	16.76	18.30

Series	Classification	Effective Date	Step 1	Step 2
FD3	Cook I	Current	16.32	17.96
		31-Mar-08	16.97	18.68
		1-Apr-08	17.82	19.61
		1-Apr-09	18.71	20.59
		1-Apr-10	19.65	21.62

Series	Classification	Effective Date	Step 1	Step 2
FD4	Cook II	Current	18.49	20.61
		31-Mar-08	19.23	21.43
		1-Apr-08	20.19	22.50
		1-Apr-09	21.20	23.63
		1-Apr-10	22.26	24.81

**General Services - Environmental**

Series	Classification	Effective Date	Step 1	Step 2
E01	Environmental I	Current	12.73	13.88
		31-Mar-08	13.24	14.44
		1-Apr-08	13.90	15.16
		1-Apr-09	14.60	15.92
		1-Apr-10	15.33	16.72

Series	Classification	Effective Date	Step 1	Step 2
E02	Environmental II	Current	13.92	15.20
		31-Mar-08	14.48	15.81
		1-Apr-08	15.20	16.60
		1-Apr-09	15.96	17.43
		1-Apr-10	16.76	18.30

Series	Classification	Effective Date	Step 1	Step 2
E03	Working Leader - Environmental	Current	16.45	18.13
		31-Mar-08	17.11	18.86
		1-Apr-08	17.97	19.80
		1-Apr-09	18.87	20.79
		1-Apr-10	19.81	21.83
<b>General Services - Laundry</b>				
Series	Classification	Effective Date	Step 1	Step 2
L01	Laundry	Current	12.73	13.88
		1-Apr-08	13.37	14.57
		1-Apr-09	14.04	15.30
		1-Apr-10	14.74	16.07
Series	Classification	Effective Date	Step 1	Step 2
L02	Laundry Supervisor	Current	15.93	17.73
		1-Apr-08	16.73	18.62
		1-Apr-09	17.57	19.55
		1-Apr-10	18.45	20.53
Series	Classification	Effective Date	Step 1	Step 2
L03	Working Leader - Laundry	Current	16.95	18.89
		1-Apr-08	17.80	19.83
		1-Apr-09	18.69	20.82
		1-Apr-10	19.62	21.86
<b>General Services - Service Worker</b>				
Series	Classification	Effective Date	Step 1	Step 2
S01	Service Worker I	Current	14.75	16.09
		1-Apr-08	15.49	16.89
		1-Apr-09	16.26	17.73
		1-Apr-10	17.07	18.62
Series	Classification	Effective Date	Step 1	Step 2
S02	Service Worker II	Current	15.37	16.77
		1-Apr-08	16.14	17.61
		1-Apr-09	16.95	18.49
		1-Apr-10	17.80	19.41

Clerical								
Series	Classification	Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C01	Clerk I	Current	14.35	14.92	15.52	16.14	16.79	17.46
		1-Apr-08	15.07	15.67	16.30	16.95	17.63	18.33
		1-Apr-09	15.82	16.45	17.12	17.80	18.51	19.25
		1-Apr-10	16.61	17.27	17.98	18.69	19.44	20.21
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C02	Clerk II	Current	15.35	15.96	16.60	17.26	17.95	18.67
		1-Apr-08	16.12	16.76	17.43	18.12	18.85	19.60
		1-Apr-09	16.93	17.60	18.30	19.03	19.79	20.58
		1-Apr-10	17.78	18.48	19.22	19.98	20.78	21.61
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C03	Clerk III Switchboard Operator	Current	16.96	17.64	18.35	19.08	19.84	20.63
		1-Apr-08	17.81	18.52	19.27	20.03	20.83	21.66
		1-Apr-09	18.70	19.45	20.23	21.03	21.87	22.74
		1-Apr-10	19.64	20.42	21.24	22.08	22.96	23.88
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C04	Clerk IV Unit Clerk	Current	18.79	19.54	20.32	21.13	21.98	22.86
		1-Apr-08	19.73	20.52	21.34	22.19	23.08	24.00
		1-Apr-09	20.72	21.55	22.41	23.30	24.23	25.20
		1-Apr-10	21.76	22.63	23.53	24.47	25.44	26.46
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C05	Clerk V Medical Transcriptionist	Current	20.52	21.34	22.19	23.08	24.00	24.95
		1-Apr-08	21.55	22.41	23.30	24.23	25.20	26.20
		1-Apr-09	22.63	23.53	24.47	25.44	26.46	27.51
		1-Apr-10	23.76	24.71	25.69	26.71	27.78	28.89
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C06	Clerk VI	Current	22.34	23.23	24.16	25.13	26.14	27.19
		1-Apr-08	23.46	24.39	25.37	26.39	27.45	28.55
		1-Apr-09	24.63	25.61	26.64	27.71	28.82	29.98
		1-Apr-10	25.86	26.89	27.97	29.10	30.26	31.48
Secretarial								
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
SC01	Secretary I	Current	18.79	19.54	20.32	21.13	21.98	22.86
		1-Apr-08	19.73	20.52	21.34	22.19	23.08	24.00
		1-Apr-09	20.72	21.55	22.41	23.30	24.23	25.20
		1-Apr-10	21.76	22.63	23.53	24.47	25.44	26.46



Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
SC02	Secretary II	Current	20.52	21.34	22.19	23.08	24.00	24.95
		1-Apr-08	21.55	22.41	23.30	24.23	25.20	26.20
		1-Apr-09	22.63	23.53	24.47	25.44	26.46	27.51
		1-Apr-10	23.76	24.71	25.69	26.71	27.78	28.89
<b>Supply</b>								
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
SU1	Pharmacy Assistant	Current	15.00	15.54	16.10	16.65	17.22	
		1-Apr-08	15.75	16.32	16.91	17.48	18.08	
		1-Apr-09	16.54	17.14	17.76	18.36	18.99	
		1-Apr-10	17.36	17.99	18.65	19.27	19.93	
Series	Classification	Effective Date	Step 1	Step 2				
SU2	Stores I	Current	16.16	18.05				
		1-Apr-08	16.97	18.95				
		1-Apr-09	17.82	19.90				
		1-Apr-10	18.71	20.90				
Series	Classification	Effective Date	Step 1	Step 2				
SU3	Stores II	Current	17.99	19.78				
		1-Apr-08	18.89	20.77				
		1-Apr-09	19.83	21.81				
		1-Apr-10	20.82	22.90				
Series	Classification	Effective Date	Step 1	Step 2	Step 3			
SU4	Supply Coordinator	Current	17.33	18.65	20.01			
		1-Apr-08	18.20	19.58	21.01			
		1-Apr-09	19.11	20.56	22.06			
		1-Apr-10	20.07	21.59	23.16			
Series	Classification	Effective Date	Step 1	Step 2				
SU5	Stores Specialist	Current	21.02	23.13				
		1-Apr-09	22.07	24.29				
		1-Apr-10	23.17	25.50				
Series	Classification	Effective Date	Step 1	Step 2				
SU6	Purchasing Assistant	Current	20.45	22.82				
		1-Apr-08	21.47	23.96				
		1-Apr-09	22.54	25.16				
		1-Apr-10	23.67	26.42				

Series	Classification	Effective Date	Step 1	Step 2					
SU7	Buyer	Current	26.75	29.58					
		1-Apr-08	28.09	31.06					
		1-Apr-09	29.49	32.61					
		1-Apr-10	30.96	34.24					
<b>Technical Positions</b>									
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5		
T01	Therapy Aide	Current	15.23	15.68	16.10	16.55	16.99		
		1-Apr-08	15.99	16.46	16.91	17.38	17.84		
		1-Apr-09	16.79	17.28	17.76	18.25	18.73		
		1-Apr-10	17.63	18.14	18.65	19.16	19.67		
Series	Classification	Effective Date	Step 1	Step 2	Step 3				
T02	Imaging Attendant	Current	15.47	16.36	17.27				
		1-Apr-08	16.24	17.18	18.13				
		1-Apr-09	17.05	18.04	19.04				
		1-Apr-10	17.90	18.94	19.99				
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5		
T03	Single ILS Worker	Current	16.20	16.89	17.55	18.23	18.89		
		1-Apr-08	17.01	17.73	18.43	19.14	19.83		
		1-Apr-09	17.86	18.62	19.35	20.10	20.82		
		1-Apr-10	18.75	19.55	20.32	21.11	21.86		
Series	Classification	Effective Date	Step 1	Step 2					
T04	Technical Attendant	Current	17.99	19.81					
		1-Apr-08	18.89	20.80					
		1-Apr-09	19.83	21.84					
		1-Apr-10	20.82	22.93					
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
TO5	Library Technician I	Current	15.75	16.43	17.15	17.98	18.71	19.70	20.72
		1-Apr-08	16.54	17.25	18.01	18.88	19.65	20.69	21.76
		1-Apr-09	17.37	18.11	18.91	19.82	20.63	21.72	22.85
		1-Apr-10	18.24	19.02	19.86	20.81	21.66	22.81	23.99
Series	Classification	Effective Date	Step 1	Step 2					
T06	Biological Parts Specialist	Current	22.64	24.84					
		1-Apr-08	23.77	26.08					
		1-Apr-09	24.96	27.38					
		1-Apr-10	26.21	28.75					

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
T07	Graphic Designer	Current	18.91	19.78	20.58	21.70	22.61	23.70	24.86
		1-Apr-08	19.86	20.77	21.61	22.79	23.77	24.89	26.10
		1-Apr-09	20.85	21.81	22.69	23.93	24.96	26.13	27.41
		1-Apr-10	21.89	22.90	23.82	25.13	26.21	27.44	28.78
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
T08	Coordinator, Regional Patient Transport Office	Current	20.24	21.21	22.23	23.30	24.41	25.64	
		1-Apr-08	21.25	22.27	23.34	24.47	25.63	26.92	
		1-Apr-09	22.31	23.38	24.51	25.69	26.91	28.27	
		1-Apr-10	23.43	24.55	25.74	26.97	28.26	29.68	
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
T09	Library Technician II	Current	20.13	21.17	22.09	23.10	24.16	25.19	26.43
		1-Apr-08	21.14	22.23	23.19	24.26	25.37	26.45	27.75
		1-Apr-09	22.20	23.34	24.35	25.47	26.64	27.77	29.14
		1-Apr-10	23.31	24.51	25.57	26.74	27.97	29.16	30.60

**Maintenance and Trades**

Series	Classification	Effective Date	Step 1	Step 2
M01	Maintenance Worker I	Current	17.20	18.73
		1-Apr-08	18.06	19.67
		1-Apr-09	18.96	20.65
		1-Apr-10	19.91	21.68

Series	Classification	Effective Date	Step 1	Step 2
M02	Maintenance Worker II	Current	19.47	21.25
		1-Apr-08	20.44	22.31
		1-Apr-09	21.46	23.43
		1-Apr-10	22.53	24.60

Series	Classification	Effective Date	Step 1	Step 2
M03	Maintenance Worker III	Current	22.51	24.54
		1-Apr-08	23.64	25.77
		1-Apr-09	24.82	27.06
		1-Apr-10	26.06	28.41

Series	Classification	Effective Date	Step 1	Step 2
M04	Nurseryman	Current	22.92	25.09
		1-Apr-08	24.07	26.34
		1-Apr-09	25.27	27.66
		1-Apr-10	26.53	29.04

Series	Classification	Effective Date	Step 1	Step 2
M05	Upholsterer	Current	23.57	25.80
		1-Apr-08	24.75	27.09
		1-Apr-09	25.99	28.44
		1-Apr-10	27.29	29.86

Series	Classification	Effective Date	Step 1	Step 2
M06	Maintenance Worker IV	Current	23.92	26.09
		1-Apr-08	25.12	27.39
		1-Apr-09	26.38	28.76
		1-Apr-10	27.70	30.20

Series	Classification	Effective Date	Step 1	Step 2
M07	Power Engineer 4th Class	Current	23.11	25.20
		31-Mar-08 Additional Market	25.11	27.20
		1-Apr-08	26.37	28.56
		1-Apr-09	27.69	29.99
		1-Apr-10	29.07	31.49
Series	Classification	Effective Date	Step 1	Step 2
M08	Draftsperson	Current	24.79	27.18
		1-Apr-08	26.03	28.54
		1-Apr-09	27.33	29.97
		1-Apr-10	28.70	31.47
Series	Classification	Effective Date	Step 1	Step 2
M09	Locksmith	Current	24.81	27.44
		1-Apr-08	26.05	28.81
		1-Apr-09	27.35	30.25
		1-Apr-10	28.72	31.76
Series	Classification	Effective Date	Step 1	Step 2
M10	Painter	Current	25.49	27.97
		1-Apr-08	26.76	29.37
		1-Apr-09	28.10	30.84
		1-Apr-10	29.51	32.38
Series	Classification	Effective Date	Step 1	Step 2
M11	Carpenter Spray painter	Current	26.74	29.08
		1-Apr-08	28.08	30.53
		1-Apr-09	29.48	32.06
		1-Apr-10	30.95	33.66
Series	Classification	Effective Date	Step 1	Step 2
M12	Power Engineer 3rd Class	Current	25.17	27.44
		31-Mar-08 Additional Market	27.17	29.44
		1-Apr-08	28.53	30.92
		1-Apr-09	29.96	32.47
		1-Apr-10	31.46	34.09

Series	Classification	Effective Date	Step 1	Step 2
M13	Control Center Operator	Current	26.81	29.45
		1-Apr-08	28.15	30.92
		1-Apr-09	29.56	32.47
		1-Apr-10	31.04	34.09
Series	Classification	Effective Date	Step 1	Step 2
M14	Sign writer / Painter	Current	27.97	30.45
		1-Apr-08	29.37	31.97
		1-Apr-09	30.84	33.57
		1-Apr-10	32.38	35.25
Series	Classification	Effective Date	Step 1	Step 2
M15	Senior Control Operator	Current	27.94	30.70
		1-Apr-08	29.34	32.24
		1-Apr-09	30.81	33.85
		1-Apr-10	32.35	35.54
Series	Classification	Effective Date	Step 1	Step 2
M16	Electronics Technologist I	Current	30.07	32.40
		1-Apr-08	31.57	34.02
		1-Apr-09	33.15	35.72
		1-Apr-10	34.81	37.51
Series	Classification	Effective Date	Step 1	Step 2
M17	Architectural Technician	Current	30.97	33.45
	Electrician	1-Apr-08	32.52	35.12
	Electronics Technologist II	1-Apr-09	34.15	36.88
	Machinist / Millwright Mechanic / Welder Medical Electronics Tech Plumber / Steamfitter Refrigeration Mechanic Temp. Control Mech- HVAC Facilities Technician	1-Apr-10	35.86	38.72

Series	Classification	Effective Date	Step 1	Step 2
M18	Power Engineer 2nd Class	Current	29.46	32.20
		31-Mar-08 Additional Market	31.46	34.20
		1-Apr-08	33.03	35.91
		1-Apr-09	34.68	37.71
		1-Apr-10	36.42	39.59
Series	Classification	Effective Date	Step 1	Step 2
M19	Maintenance Planner Assistant Electrical Foreman	Current	31.73	34.29
		1-Apr-08	33.32	36.00
		1-Apr-09	34.99	37.80
		1-Apr-10	36.74	39.69
Series	Classification	Effective Date	Step 1	Step 2
M19	Lead Hand	Current	28.31	30.93
		1-Apr-08	33.93	36.68
		1-Apr-09	35.63	38.51
		1-Apr-10	37.41	40.44
Series	Classification	Effective Date	Step 1	Step 2
M20	Mechanical Technologist	Current	32.21	35.01
		1-Apr-08	33.82	36.76
		1-Apr-09	35.51	38.60
		1-Apr-10	37.29	40.53
Series	Classification	Effective Date	Step 1	Step 2
M21	Power Plant Coordinator	Current	31.25	34.65
		31-Mar-08 Additional Market	33.25	36.65
		1-Apr-08	34.91	38.48
		1-Apr-09	36.66	40.41
		1-Apr-10	38.49	42.42