



**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**CALGARY HEALTH REGION**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
ON BEHALF OF LOCAL 045  
Auxiliary Nursing**

**APRIL 1, 2005 TO MARCH 31, 2008**

13605(01)

## NUMERICAL TABLE OF CONTENTS

PREAMBLE .....	v
ARTICLE 1 Definitions.....	1
ARTICLE 2 Application.....	3
ARTICLE 3 Management Rights .....	4
ARTICLE 4 Recognition .....	4
ARTICLE 5 Bulletin Boards.....	5
ARTICLE 6 Union Membership and Payment of Dues .....	5
ARTICLE 7 Negotiations .....	6
ARTICLE 8 Employee Management Advisory Committee.....	6
ARTICLE 9 Grievance Procedure.....	7
ARTICLE 10 Union Stewards.....	10
ARTICLE 11 Performance Appraisals.....	11
ARTICLE 12 Employer - Employee Relations.....	12
ARTICLE 13 No Discrimination.....	13
ARTICLE 14 Probation.....	14
ARTICLE 15 Seniority .....	15
ARTICLE 16 Layoff, Rehire and Termination .....	16
ARTICLE 17 Job Opportunities.....	18
ARTICLE 18 Promotions and Transfers.....	19
ARTICLE 19 Acting Incumbents.....	20
ARTICLE 20 Reclassification.....	21
ARTICLE 21 Hours of Work.....	22
ARTICLE 22 Overtime .....	24
ARTICLE 23 On-Call Duty.....	25
ARTICLE 24 Call-Out.....	25
ARTICLE 25 Reporting Pay.....	26
ARTICLE 26 Shift and Weekend Differential.....	26
ARTICLE 27 Paid Holidays.....	28
ARTICLE 28 Annual Vacation.....	29
ARTICLE 29 Sick Leave.....	31
ARTICLE 30 Workers' Compensation.....	33
ARTICLE 31 Prepaid Health Benefits.....	34
ARTICLE 32 <b>Safety</b> and Health.....	35
ARTICLE 33 Leave of Absence.....	37
ARTICLE 34 Salary Increments/Recognition of Previous Experience.....	42
ARTICLE 35 Supply of Uniforms.....	43
ARTICLE 36 Transportation .....	43
ARTICLE 37 Staff Development.....	44
ARTICLE 38 Terms, Conditions and Benefits of Employment Applicable to Regular Part-time Employees.....	45
ARTICLE 39 Terms, Conditions and Benefits of Employment Applicable to Temporary Employees.....	47
ARTICLE 40 Terms, Conditions and Benefits Applicable to Casual Employees.....	51
ARTICLE 41 Pension Plan .....	54
ARTICLE 42 Professional Fees .....	55
ARTICLE 43 Term of Collective Agreement.....	55
ARTICLE 44 Notice.....	56
SALARIES APPENDIX .....	57

**LETTERS OF UNDERSTANDING**

RE: #1 Terms and Conditions Applicable to Employees Working a Seven (7) Hour Work Day ..... 61  
RE: #2 Terms and Conditions Applicable to Employees Working a Seven and One Half (7 1/2)  
Hour Work Day ..... 75  
RE: #3 Hours of Work Provisions Applicable to Employees at: Former Alberta Mental Health Board. Peter  
Lougheed Hospital, Rockyview General Hospital, Alberta Childrens Hospital, South Calgary Health Centre, High  
River Hospital, Vulcan Hospital. Canmore Hospital, Claresholm Hospital. Willow Creek Care Centre, Okotoks  
Care Centre, Black Diamond Hospital. Strathmore Hospital. Didsbury Hospital. Little Bow Auxiliary Hospital  
(Carmengay)..... 88  
R E #4 Multiple Positions ..... 89  
RE: #5 Mutual Agreement to Adjust FTE's..... 92  
RE: #6 Working Alone..... 94  
RE: #7 Severance for Contracting Out and Technological Change ..... 95  
RE: #8 Optional Mediation..... 98  
RE: #9 Administration of Educational Allowance..... 99  
RE: #10 Employees on Educational Leave..... 101  
RE: #11 Pension Plan Liability ..... 102  
RE: #12 Electronic Mail Communication..... 103  
RE: #13 Responsibility Pay for Rural Community ..... 104  
RE: #14 Relocation Time and Expenses for Rural Community Employees..... 105  
RE: #15 Hours of Work for Adult Day Program..... 106  
RE: #16 Seasonal Closure Adult Day Support Program - High River/Okotoks/Black Diamond Community  
Health Services..... 107  
RE: #17 Overtime Allowances for Employees in the former Alberta Mental Health Board ..... 109  
R E #18 Mental Health Aide Allowances for Education..... 110  
RE: #19 Salary Appendix Applicable to Ken Porter ..... 111  
RE: #20 Employees on Sick, WCB, STD, LTD and Unpaid Leave of Absence on October 1, 2005 From the Former:  
AMHB, Headwaters Health Authority and Health Region No. 5..... 112  
RE: #21 Lump Sum Payments..... 114  
RE: #22 Vacation Transition..... 115  
RE: #23 Article 15 - Seniority ..... 116  
RE: #24 Grandfathering Provisions for Part-Time Employees..... 117  
RE: #25 Advancement on Pay Scales for Identified Classifications ..... 118

## ALPHABETICAL TABLE OF CONTENTS

ARTICLE 19 Acting Incumbents.....	20
ARTICLE 28 Annual Vacation.....	29
ARTICLE 2 Application.....	3
ARTICLE 5 Bulletin Boards.....	5
ARTICLE 24 Call-Out.....	25
ARTICLE 1 Definitions.....	1
ARTICLE 8 Employee Management Advisory Committee.....	6
ARTICLE 12 Employer - Employee Relations.....	12
ARTICLE 9 Grievance Procedure.....	7
ARTICLE 21 Hours of Work.....	22
ARTICLE 17 Job Opportunities.....	18
ARTICLE 16 Layoff, Rehire and Termination.....	16
ARTICLE 33 Leave of Absence.....	37
<b>LETTERS OF UNDERSTANDING</b>	
RE: #1 Terms and Conditions Applicable to Employees Working a Seven (7) Hour Work Day.....	61
RE: #2 Terms and Conditions Applicable to Employees Working a Seven and One Half (7 1/2) Hour Work Day.....	75
RE: #3 Hours of Work Provisions Applicable to Employees at: Former Alberta Mental Health Board. Peter Lougheed Hospital. Rockyview General Hospital, Alberta Childrens Hospital, South Calgary Health Centre, High River Hospital, Vulcan Hospital. Canmore Hospital. Claresholm Hospital, Willow Creek Care Centre. Okotoks Care Centre. Black Diamond Hospital, Strathmore Hospital. Didsbury Hospital. Little Bow Auxiliary Hospital (Carmengay).....	88
RE: #4 Multiple Positions.....	89
RE: #5 Mutual Agreement to Adjust FTE's.....	92
RE: #6 Working Alone.....	94
RE: #7 Severance for Contracting Out and Technological Change.....	95
RE: #8 Optional Mediation.....	98
RE: #9 Administration of Educational Allowance.....	99
RE: #10 Employees on Educational Leave.....	101
RE: #11 Pension Plan Liability.....	102
RE: #12 Electronic Mail Communication.....	103
RE: #13 Responsibility Pay for Rural Community.....	104
RE: #14 Relocation Time and Expenses for Rural Community Employees.....	105
RE: #15 Hours of Work for Adult Day Program.....	106
RE: #16 Seasonal Closure Adult Day Support Program - High River/Okotoks/Black Diamond Community Health Services.....	107
RE: #17 Overtime Allowances for Employees in the former Alberta Mental Health Board.....	109
RE: #18 Mental Health Aide Allowances for Education.....	110
RE: #19 Salary Appendix Applicable to Ken Porter.....	111
RE: #20 Employees on Sick. WCB, STD, LTD and Unpaid Leave of Absence on October 1, 2005 From the Former: AMHB, Headwaters Health Authority and Health Region No. 5.....	112
RE: #21 Lump Sum Payments.....	114
RE: #22 Vacation Transition.....	115
RE: #23 Article 15 - Seniority.....	116
RE: #24 Grandfathering Provisions for Part-Time Employees.....	117
RE: #25 Advancement on Pay Scales for Identified Classifications.....	118
ARTICLE 3 Management Rights.....	4
ARTICLE 7 Negotiations.....	6
ARTICLE 13 No Discrimination.....	13
ARTICLE 44 Notice.....	56
ARTICLE 23 On-Call Duty.....	25
ARTICLE 22 Overtime.....	24
ARTICLE 27 Paid Holidays.....	28
ARTICLE 41 Pension Plan.....	54
ARTICLE 11 Performance Appraisals.....	11

PREAMBLE .....	v
ARTICLE 31 Prepaid Health Benefits.....	34
ARTICLE 14 Probation.....	14
ARTICLE 42 Professional Fees .....	55
ARTICLE 18 Promotions and Transfers.....	19
ARTICLE 20 Reclassification.....	21
ARTICLE 4 Recognition.....	4
ARTICLE 25 Reporting Pay.....	26
ARTICLE 32 Safety and Health.....	35
SALARIES APPENDIX .....	57
ARTICLE 34 Salary Increments/Recognition of Previous Experience.....	42
ARTICLE 15 Seniority .....	15
ARTICLE 26 <del>Shift</del> and Weekend Differential.....	26
ARTICLE 29 Sick Leave .....	31
ARTICLE 37 Staff Development.....	44
ARTICLE 35 Supply of Uniforms.....	43
ARTICLE 43 Term of Collective Agreement.....	55
ARTICLE 40 Terms, Conditions and Benefits Applicable to Casual Employees.....	51
ARTICLE 38 Terms, Conditions and Benefits of Employment Applicable to Regular Part-time Employees.....	45
ARTICLE 39 Terms, Conditions and Benefits of Employment Applicable to Temporary Employees.....	47
ARTICLE 36 Transportation.....	43
ARTICLE 6 Union Membership and Payment of Dues.....	5
ARTICLE 10 Union Stewards.....	10
ARTICLE 30 Workers' Compensation.....	33

PREAMBLE

COLLECTIVE AGREEMENT made this **1st** day of **May**, 2006.

BETWEEN

THE CALGARY HEALTH REGION  
(hereinafterreferred to as the "Employer")

OF THE FIRST PART

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES,  
(hereinafterreferred to as the "Union")

OF THE SECOND PART

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

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

ARTICLE 1

Definitions

- 1.01 In this Collective Agreement unless the context otherwise requires:
- (a) "Code" means The Labour Relations Code as may be amended from time to time as the case requires;
  - (b) "Union" means The Alberta Union of Provincial Employees;
  - (c) "Employer" also means and includes such Officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties;
  - (d) "Local" means Local 045 of The Alberta Union of Provincial Employees;
  - (e) "EMAC" means the Employee Management Advisory Committee of the Sites covered under this Collective Agreement;
  - (f) "Site" means the physical location of facilities covered by this Collective Agreement;
  - (g) "Base Office" shall mean the office from which the Employee works, as designated by the Employer at the time of hire or transfer.
  - (h) "Member" means an Employee of the Employer who is included in this Collective Agreement and who is a Member of the Local;
  - (i) "Employee" means any person employed in a job classification covered by this Collective Agreement and whose service is designated as:
    - (1) "Regular Full-time", an Employee who occupies a permanently established Full-time position **and** who has successfully completed the specified probationary period; and has since remained continuously employed as a Regular Employee, or

- (2) "Regular Part-time", an Employee who occupies a permanently established Part-time position requiring the incumbent to make available his services for not less than thirty-one (31) hours in each fourteen (14) day period throughout the year, and who has successfully completed the specified probationary period, and has since remained continuously employed as a Regular Employee. A Part-time Employee will work a minimum of three (3) hours per shift.
- (3) "Temporary Employee" an Employee who is hired on a Temporary basis for a Full or Part-time position:
- (i) for a specific job of more than three (3) months and less than six (6) months. If the term of employment of a Temporary Employee is extended or if the Temporary Employee is rehired within thirty (30) calendar days for the same job, or is employed on a continuous basis for more than six (6) months, a Temporary Employee shall become a Regular Full-time or Regular Part-time Employee as the case may be, unless otherwise mutually agreed by the parties; or
  - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence or is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
  - (iii) At the conclusion of a Temporary assignment the Employee shall revert to their former position or status.
- (4) "Casual Employee" shall mean an Employee:
- (i) who is not hired within the definition of an Employee described in Article 1.01 (i) (1), (2), or (3) and is required to work on a call in basis and/or may be prescheduled for relief work, or



- (ii) is regularly scheduled on a Part-time basis for less than thirty-one (31)hours in each fourteen (14)day period. A Casual Employee who is so scheduled may pick up extra shifts as described in Article 1.01 (i) (4)(i). If the regularly scheduled hours exceed thirty-one (31) hours in a fourteen (14) day period then the equivalent position shall be posted in accordance with Article 17 - Job Opportunities, or
- (iii) notwithstanding 1.01 (i) (4)(ii) is regularly scheduled on a Full or Part-time basis for a period of three (3)months or less.
- (j) "Regularly Scheduled" shall mean the scheduling of work in a manner requiring an individual to be available for the performance of assigned duties on specific days.
- (k) "Anniversary Date", unless otherwise changed by the operation of the terms of this Collective Agreement, means, for salary increment purposes, the date upon which a Regular Full-time Employee commenced full-time employment.
- (l) "Vacation" shall mean annual vacation at the Basic Rate of Pay.
- (m) "Basic Rate of Pay" shall mean the applicable rate specified in the Salary Schedule.
- (n) "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.
- (o) "Shift" means a daily tour of duty exclusive of overtime hours.
- (p) "Registration" shall take meaning from the Alberta Health Professions R.S.A. 2000, c.H 7. Registration is not membership in the Union.

## ARTICLE 2

### Application

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

- 2.02 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the Section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 2.03 The Parties agree that negotiations during the life of this Collective Agreement can only be reopened on any part thereof if the opening is mutually acceptable to both Parties.
- 2.04 Throughout this Collective Agreement, a word used in the masculine gender applies also in the feminine gender and a word used in the singular applies also in the plural, unless the context otherwise requires.

### ARTICLE 3

#### Management Rights

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

### ARTICLE 4

#### Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement as described in the certificate(s) issued pursuant to the Code and amendments thereto, or where the Union is deemed certified, the Employer recognizes the Union as the sole bargaining agent for all Employees employed in a job classification listed for the Employer.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Persons whose jobs are not in the Bargaining Unit shall not work on a job which is included in the Bargaining Unit, except for purposes of instruction, in an emergency, or when Regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the regular hours of work or pay of any regular Employee. For the purpose of this Clause, "persons" shall mean all other Employees of the Employer who are not included in the Bargaining Unit.
- 4.04 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn while on duty and no lapel pin shall be worn while in nurseries. No Union insignia shall be displayed on the Employer's equipment or facilities.

## ARTICLE 5

### Bulletin Boards

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

## ARTICLE 6

### Union Membership and Payment of Dues

- 6.01 All Employees have the right:
- (a) to be Members of the Union and to participate in its lawful activities;
  - (b) to bargain collectively with the Employer through the Union.
- 6.02 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 6.03 Deductions of amounts equal to the dues for all Regular Full-time and Part-time, Probationary, Temporary and Casual Employees shall commence with the first ~~full~~ pay period of employment.
- 6.04 The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 6.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) calendar days prior to the effective date of change.
- 6.06 The Employer agrees to remit to the Central Office of the Union, the amount equal to the dues that have been deducted from the pay of all Employees by the first (1<sup>st</sup>) working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. Particulars, identifying each Employee in a printed form, magnetic disc or tape file (where currently provided) showing the Employee number, if available, starting date, classification, name and address shall also be provided monthly together with the amount deducted from each Employee. Such dues may be remitted electronically to the Union.

- 6.07 The Employer shall provide the Chairs of the Locals or the Chairs' designate with a bi-weekly list of Employees new to the Bargaining Unit during the previous two (2) weeks. Such list shall include the Employee's name, classification, department and employment status.
- 6.08 The Employer will record the amount of individual dues or fees deducted on T-4 slips issued for income tax purposes.

ARTICLE 7

Negotiations

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

ARTICLE 8:

Employee Management Advisory Committee

- 8.01 The Employer **and** the Union agree that there shall be **an** Employee Management Advisory Committee (EMAC) at a site/base office(s) where mutually agreed between the Employer and the Union consisting of a maximum of six (6) persons, with equal representation from the Parties.
- 8.02 The Representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.
- 8.03 The Representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Union from time to time.
- 8.04 The Parties mutually agree that the Representatives of the Employer and the Union on EMAC should be the persons in authority whose membership should be as constant as reasonably possible with a minimum of alteration or substitution.
- 8.05 The Chair on EMAC shall be the senior Representative of the Employer, and the Vice-Chair shall be the senior Representative of the Union.
- 8.06 The Chair and the Vice-Chair shall each be entitled to vote upon any matter coming before EMAC but shall have no second or casting vote.
- 8.07 EMAC shall meet at a mutually acceptable hour and date. Either the Chair or the Vice-Chair may mutually call a special meeting to deal with urgent matters.

- 8.08 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- 8.09 Either the Employer or the Union may have experts or advisers present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem but such persons shall not have the right to vote. Each party shall give the other reasonable advance notice of the anticipated presence of such experts or advisers.
- 8.10 Employees who attend EMAC meetings shall suffer no loss of regular earnings and travel provisions shall apply.

## ARTICLE 9

### Grievance Procedure

9.01 Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Union's Calgary Regional Office with a copy to the Local Chair(s), or an authorized alternate.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Executive Director, or an authorized alternate.
- (c) For the purpose of Article 9, time periods specified shall not include Saturdays, Sundays, or paid holidays.

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

In the event that a difference arises between the Employer and the Union regarding the interpretation, application, operation, contravention or any alleged contravention of this Collective Agreement, including any question as to whether the difference can be subject to arbitration, if not resolved through discussion between the parties, either party may within twenty (20) days of the act causing the difference or within twenty (20) days of the time when the Union first became aware that a difference had occurred refer the difference for resolution by arbitration pursuant to Step IV of Article 9.03.

9.03

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

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

STEP I

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

STEP II

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

STEP III

If the grievance is not resolved in Step II, the grievance shall be submitted in the same form as in Step II, namely in writing specifying the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based and the redress sought, to the Executive Director, or the Executive Director's authorized alternate, within ten (10) days from the date of the decision at Step II. The Executive Director or the Executive Director's authorized alternate shall issue a decision in writing to the Employee and a copy to the Union's Calgary Regional Office or authorized alternate within ten (10) days of receipt of the grievance. The Union Steward representing the grievor shall also be issued a copy of the decision within these time limits.

#### STEP IV

- (a) If the grievance is not resolved in Step III either Party may within fifteen (15) days from the date of the decision by the Executive Director or an authorized alternate was issued and provided the grievance has been properly processed according to the provisions required by the grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall specify the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based and the redress sought and the name of the first party's appointee to an arbitration board. The recipient of the notice shall within ten (10) days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chair.
  - (b) If the two (2) members fail to appoint a third member within ten (10) days after the day on which the last of the two (2) members is appointed, a third member who shall be Chair shall be appointed pursuant to the appropriate Act.
  - (c) The hearing will be held as soon as possible but under no circumstances beyond ninety (90) days of the appointment unless otherwise directed by the Parties.
  - (d) The arbitration board shall hear and determine the difference and shall issue an award in writing within sixty (60) days of the close of hearing and the decision is final and binding upon the Parties and upon any Employee affected by it. The award of a majority is the award of the arbitration board, but if there is no majority the decision of the Chair governs and shall be deemed to be the award of the Board.
  - (e) Each Party to the difference shall bear the expense of its respective appointee to the arbitration board and the two (2) Parties shall bear equally the expenses of the Chair.
  - (f) The arbitration board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- 9.04 (a) In the event an Employee alleges that he has been disciplined without just cause, the Employee may commence a grievance at Step II.

- (b) In the event an Employee alleges that he has been dismissed without just cause, the Employee may commence a grievance at Step III.
- 9.05
  - (a) In the event that the designated Employer Representative fails to respond to the grievance at any step of this grievance procedure, the grievance may be forwarded to the next step within ten (10) days of the expiration of the time allowed for the Employer response.
  - (b) In the event that a grievance is not advanced by the Employee to the next step of the grievance procedure before the expiration of the time provided for doing so, the grievance shall be deemed to be abandoned or resolved unless the Parties have mutually agreed in writing to extend the time limits.
- 9.06 The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- 9.07 In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

## ARTICLE 10

### Union Stewards

- 10.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards. A Union Steward may, at the request of an Employee, accompany or represent the Employee in the processing of a grievance with management. When it becomes necessary for a Union Steward to leave the job for this purpose the Union Steward will request time off from the Employee's immediate Supervisor who is not within the scope of this Collective Agreement providing the Supervisor with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave the job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 10.02 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time. The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.



10.03 A list of Union Stewards shall be supplied by the Union to Human Resources which shall be advised in writing of any change in this list.

10.04 The Local shall have the right at any time to the assistance of Union Staff when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach Members at work only when engaged in such activities and provided they and the Employee have received the approval of the Employee's Director or Executive Director of Human Resources. Such approval shall not be unreasonably denied.

#### ARTICLE 11

##### Performance Appraisals

11.01 The parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.

11.02 (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.

(b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.

11.03 (a) By appointment made at least three (3) working days, excluding Saturday, Sunday and Paid Holidays, in advance, an Employee may view her personnel file once each year or when the Employee has filed a grievance. **An** Employee may be accompanied by a Union representative when viewing her personnel file.

(b) An Employee shall be given a copy of the contents of her personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the employee.

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

## ARTICLE 12

### Employer - Employee Relations

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

- 12.02 An Employee who has been subject to disciplinary action may after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's official Personnel File in Human Resources be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of disciplinary action during that eighteen (18) month period, **of** which the Employee is aware. The Employer will confirm in writing to an Employee eligible, and who has requested to have his record cleared, that such action has been effected. During the eighteen (18) month period, the Employee may request consideration be given to an early removal of the disciplinary action record, provided no further disciplinary action has occurred. The Employer will give such a request consideration.

If no request has been received from the date of the disciplinary action, the Employee's official Personnel File in Human Resources shall be deemed to have been cleared, provided the Employee's Personnel File in Human Resources does not contain any further disciplinary action within the eighteen (18) month period.

- 12.03 No documents related to discipline, complaints, evaluations will be placed on an Employee's Personnel File without the Employee being provided with a copy.

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

The sole right of the Employer to:

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

shall not be restricted.

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

- 12.05 An Employee who is the subject of **an** investigation regarding the Employee's alleged misconduct shall not suffer any loss of regular earnings during such investigation.
- 12.06 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.
- 12.07 The Employer shall make available a job description for each Employee at the commencement of employment.
- 12.08 A Representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Union as well as the rights, responsibilities and benefits under the Collective Agreement. A Representative of the Employer may be present at such presentation.

### ARTICLE 13

#### No Discrimination

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

- (b) Article 13.01 (a) shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement (BFOR).

#### ARTICLE 14

##### Probation

- 14.01 (a) Prior to being appointed a Regular Employee, a newly hired Employee shall first serve a probationary period of six hundred and ten (610) regular hours worked. If a new Employee is unsatisfactory in the opinion of the Employer, the employment of such Employee may be terminated at any time during the probationary period without cause and without recourse to the provisions of Article 9 except as provided in Article 14.02 below. An Employee will be kept advised of his progress during the probationary period.
- (b) The Employer may, with written agreement of the Union, extend this probationary period by up to an additional three hundred and twenty-five (325) hours for Employees who may have missed considerable time from work or whose performance may improve to satisfactory levels. Such an extension may provide such Employees with sufficient time to improve their performance. An Employee will be kept advised of his progress during the extension period.
- 14.02 Notwithstanding the provisions of Article 14.01, the termination of an Employee **during** the Employee's probationary period may be challenged by the Employee submitting a grievance directly to Step III of the grievance procedure. The decision at this level shall be final and binding. It is understood that this decision shall not be subject to the arbitration procedure contained in Article 9.
- 14.03 An Employee's current period of continuous service with the Employer as a Temporary or Casual Employee shall be counted toward the probationary period required in Article 14.01, if appointed without interruption or break in service to a regular position provided that such service occurs in the same Department and within the same classification or in other circumstances as determined by the Employer.
- 14.04 If a new Employee's performance is unsatisfactory in the opinion of the Employer, such an Employee may be terminated at any time during the probationary period.
- 14.05 Upon satisfactory completion of the probationary period, seniority shall be dated from the commencement of employment.
- 14.06 **An** Employee shall be required to serve only one probation period, within this bargaining unit.

## ARTICLE 15

### Seniority

- 15.01 Seniority for Regular and Temporary Employees shall be established on the basis of a Regular or Temporary Employee's service with the Employer, commencing with the latest date of employment within the Bargaining Unit.
- 15.02 Seniority shall be considered in determining:
- (a) Assignment of available shift schedules at each site/department/unit subject to the provision of Article 21.03;
  - (b) preference of vacation time at each site/department/unit subject to the provision of Article 28.03 (b);
  - (c) layoff and recall, subject to the provisions specified in Article 16;
  - (d) promotions and transfers within the bargaining unit subject to Article 18.01(a).
- 15.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire when:
- (a) the employment relationship; is terminated by either the Employer or the Regular or Temporary Employee;
  - (b) twelve (12) months has expired following lay-offs, during which time the Regular Employee has not returned to work.
- 15.04 Seniority shall continue to accrue during all approved leaves of absence and during layoff.
- 15.05 Employees changing status between Regular Full-time, Regular Part-time, Temporary or Casual shall retain entitlement to seniority held within their former status within this Bargaining Unit. However, seniority shall not apply during casual employment.
- 15.06 The seniority list will be updated by the Employer and posted on the Bulletin Board provided pursuant to the provisions of Article 5, not less frequently than every six (6) months following the first (1st) of the month following the date of ratification. Copies of said seniority lists will be provided to the Union following posting. The Union shall have three (3) months in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority. Seniority lists shall include the following information: name, date of hire into the bargaining unit, classification, FTE and site.

ARTICLE 16

Layoff, Rehire and Termination

16.01      Definition

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

16.02      Layoff - Order of Consideration

For the purposes of applying this Article, seniority for Regular Full-time and Regular Part-time Employees shall be considered separately. In determining the order of layoff, Employees in the same job classification will be laid off in reverse order of their seniority in the Hospital, provided the Employees retained by the Employer are capable and qualified to perform the work required.

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

16.04      Prepaid Health Benefits

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

16.05      Recall

- (a)      When increasing the work force, Regular Full-time or Regular Part-time Employees who have been laid off for less than three hundred and sixty-five (365) calendar days shall be recalled in order of seniority provided the Employee is qualified to perform the work in question.
- (b)      Where both Regular Full-time and Regular Part-time Employees are on layoff, those Regular Part-time Employees shall be recalled to Regular Part-time positions only after such work has been offered to those Regular Full-time Employees on layoff.

- (c) Regular Full-time Employees on layoff shall not be deemed to have abandoned recall rights to a Regular Full-time position by accepting a recall to a Regular Part-time position, Temporary or a Casual position. However, if a Regular Full-time Employee on layoff refuses a recall to a Regular Full-time position which is at the same salary rate as the one he was laid off from, any further rights to recall or severance pay shall be nullified.
- (d) If a Regular Part-time Employee on layoff refuses a recall to a Regular Part-time position which is at the same salary rate as the one the Employee was laid off from, any further rights to recall or severance pay shall be nullified.
- (e) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work on the date specified or other mutually agreed date. Failure to report on the date specified or mutually agreed date shall constitute a termination of employment by the Employee.

16.06

Severance Pay

- (a) A Regular Full-time Employee who at the end of three hundred and sixty-five (365) calendar days has not been recalled to a Regular Full-time position or who does not wish to remain in a Regular Part-time position in accordance with Article 16.05 (c) after the expiration of three hundred and sixty-five (365) calendar days shall be eligible for severance pay in the amount of one (1) week's pay for each full year of continuous employment to a maximum two (2) weeks of pay.
- (b) A Regular Part-time Employee who at the end of three hundred and sixty-five (365) calendar days has not been recalled to a Regular Part-time position shall be eligible for severance pay in the amount of one (1) week's pay for each full period of two thousand and twenty-two decimal seven five (2,022.75) hours of work to a maximum of two (2) weeks of pay.
- (c) A Regular Full-time Employee or Regular Part-time Employee who accepts severance pay shall be deemed to have terminated employment, with no further rights to recall.
- (d) For clarity, one (1) week's pay as described in Article 16.05 (a) and (b) shall be at the applicable Basic Rate of Pay of the position from which the Employee was laid off from, on the effective date of layoff.

- (e) Severance pay shall not be paid to a Regular Employee who was terminated for just cause, resigned or retired.

16.07 Termination

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

ARTICLE 17

Job Opportunities

17.01 Vacancies to be filled which fall within the Bargaining Unit(s) with the exception of vacancies for casual shifts as defined in Article 1, will be posted for a period of not less than five (5) full calendar days exclusive of Saturdays, Sundays and Paid Holidays,

17.02 (a) Postings for vacancies shall include the following information: department, rates of pay, qualifications, job title and a brief job description.

(b) For information purposes only, the following information shall also be included on postings for vacancies:

(i) the current full-time equivalency (FTE); and

(ii) hours per shift, shifts per cycle and current shift pattern; and

(iii) the current job location (or Base Office, if applicable).

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

17.03 All applications delivered in writing to Human Resources during such period of posting will be considered. The Employer shall endeavor to interview a fair number of the best qualified applicants. Applicants shall be informed in writing of their acceptance or rejection as soon as possible after the appointment is made. The name of the successful applicant shall be posted as soon as possible after the appointment has been made.

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

17.05 (a) The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the Bargaining Unit is affected to accommodate a situation where the Employee is involved in a return to work program through the Workers' Compensation Board or the Disability Insurance Plan.



- (b) **An** Employee placed in a position in accordance with Article 17.05 (a) shall be required to have the necessary qualifications to perform the duties of the position.
- 17.06 During the term of a Temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
- (a) such Employee shall be eligible to apply on postings of vacancies as described in Article 1.01 (i) (1) and Article 1.01 (i) (2).
  - (b) Such Employee shall not be eligible to apply on postings of vacancies described in Article 1.01 (i) (3), unless the position posted commences after the expiry date of the term for which the Employee was hired.
- 17.07 The Parties may mutually agree to waive application of this Article.

## ARTICLE 18

### Promotions and Transfers

- 18.01 (a) In making promotions and transfers as a result of a posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the necessary qualifications needed to fill the position. Such promotions and transfers will be based on job knowledge, experience, education, special skills, ability to supervise, seniority and other qualifications needed to fill the position.
- (b) Promotions shall only be made in accordance with Article 18.01 - Promotions and Transfers or Article 20 - Reclassification.
- 18.02 (a) The salary of **an** Employee promoted and/or transferred to a higher classification shall be advanced to Pay Step 1 of the higher classification except where Pay Step 1 of the higher classification is lower than the Employee's existing rate in which event the Employee's salary shall be advanced to the next Pay Step that provides for an increase in the Employee's basic rate of pay.
- (b) When the Employee's salary is advanced in accordance with 18.02 (a), a new anniversary date shall thereupon be established and the Employee's salary shall be advanced to the next higher pay step upon completion of twelve (12) months from the date of the promotion and/or transfer, or such shorter period as may be solely determined by the Employer.

- 18.03 When an Employee is transferred or transfers to a lower rated classification, the Employee shall move to the step of the lower rated classification as held in the classification from which the Employee was transferred or transfers, and the Employee's anniversary date shall not be changed.
- 18.04 An Employee promoted or who transfers or is transferred to another position in the Bargaining Unit shall serve a trial period of up to three hundred ten (310) hours worked in the new position. During the trial period the Employee may either:
- (a) return to the Employee's former position at the Employee request; or
  - (b) be returned to the Employee's former position;
- but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position consistent with his abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to promotion or transfer.

## ARTICLE 19

### Acting Incumbents

- 19.01 An Employee required by the Employer to replace another Employee holding a position within this Bargaining Unit, to which is assigned a higher pay grade, for a period of two (2) hours or more shall in addition to the Employee's Basic Rate of Pay, be paid a premium which is the equivalent hourly rate of the difference between the job rates of the two (2) jobs for the time so worked.
- 19.02 An Employee required by the Employer to replace another Employee in a position of greater responsibility outside the scope of the Bargaining Unit for a period of two (2) hours or more shall, in addition to the Employee's Basic Rate of Pay, be paid a premium to be determined by the Employer.
- 19.03 An Employee required by the Employer to temporarily replace another Employee holding a position with the Bargaining Unit to which is assigned a lower pay grade, except as provided in Article 18.03, shall not have the Employee Basic Rate of Pay adjusted.

- 19.04 (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for a student in the Licensed Practical Nurse program or any specialized practice education or training program, as recognized by the College of Licensed Practical Nurses of Alberta (Eligible Program), shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse Program or other eligible program as referred to in Article 19.04(a) above.

## ARTICLE 20

### Reclassification

- 20.01 Employees holding positions which fall within the Bargaining Unit will be provided with a functional outline of their duties. New Employees will be provided with this information on their first day of employment. **An** Employee will be provided with a written copy upon request to the Human Resources Department.
- 20.02 Any Regular Employee who considers that her position should be reclassified due to a significant change in job content shall have the right of appeal in accordance with Article 9 - Grievance Procedure, commencing at Step II.
- 20.03 (a) When the duties of a classification are significantly altered by an action of the Employer or where a new classification is formed during the life of this Collective Agreement which may fall within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed Basic Rate of Pay for such classification within twenty-one (21) calendar days.
- (b) The Union may contest the proposed Basic Rate of Pay by sending written notice to the Employer. A notice to contest the Basic Rate of Pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.
- (c) The parties shall attempt to resolve the Basic Rate of Pay through negotiations. Should the two parties fail to reach an agreement through negotiations, the grievance procedure shall apply commencing at Step III.

- (d) The proposed Basic Rate of Pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed Basic Rate of Pay. Such amended Basic Rate of Pay will be effective from the date of written notice from the Employer to the Union.

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

- (a) To Pay Step 1 of the higher classification except where Pay Step 1 of the higher classification is lower than the Employee's existing rate, in which event the Employee's salary shall be advanced to the next pay step that provides for an increase in the Employees Basic Rate of Pay.
- (b) When the Employee's salary is advanced in accordance with 20.04 (a), a new anniversary date shall thereupon be established and the Employee's salary shall be advanced to the next higher pay step upon completion of twelve (12) months from the date of the promotion and/or transfer, or such shorter period as may be solely determined by the Employer.

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

## ARTICLE 21

### Hours of Work

21.01 The normal hours of work shall be seventy-seven and one-half (77 1/2) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be seven and three-quarter (7 3/4) work hours.

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

- (b) A paid rest period of fifteen (15) minutes will be permitted during each half shift of at least three point five hours worked (3.5). Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
  - (c) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.
- 21.03 Shift schedules for each department shall be posted in an area accessible to all departmental Employees at all times, not less than twenty-eight (28) calendar days in advance. Where a change is made in the Employee's schedule with less than seven (7) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on the first (1<sup>st</sup>) shift of the changed schedule.
- 21.04 Except by mutual agreement between the Employee and the Employer, an Employee will receive at least two (2) weekends off in five (5) averaged over one (1) complete cycle of the shift schedule. A weekend shall mean a Saturday and a Sunday. In no instance will an Employee be required to work more than seven (7) consecutive days without receiving his day(s) off except as mutually agreed between the Employee and the Employer.
- 21.05 Employees will not have less than fifteen and one-half (15 1/2) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.
- 21.06 For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented or terminated by mutual agreement in writing between the Employer and the Local.
- 21.07 So far as is practical, the Employer shall schedule the shifts of Regular Full-time Employees to provide Saturday and Sunday as days off for a maximum number of Employees. This provision is only operative subject to acceptable standards of efficiency as determined by the Employer, being maintained at the Site.
- 21.08 Regular Employees may be allowed to exchange shifts, however, only with the prior approval of the Employer. Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

21.09 On the day fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

## ARTICLE 22

### Overtime

22.01 All overtime must be authorized in advance. An Employee who works overtime shall be paid at the rate of two times (2X) the Employee Basic Rate of Pay for all overtime. Overtime is defined as:

- (a) Time worked in excess of seven and three-quarter (7 3/4) hours per day; and
- (b) Time worked when an Employee is called back to duty beyond the Employee's normal working hours, pursuant to Article 24 - Call Out.
- (c) Time worked on an Employee's scheduled day(s) off. Article 22.01(c) shall not apply if the scheduled day(s) off are changed by giving not less than seven (7) calendar days notice.

22.02 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.

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

22.04 All overtime shall be calculated to the nearest one-quarter (1/4) hour.

22.05 Except in the case of unforeseen circumstances, when overtime work is scheduled the Employee affected shall be given at least four (4) hours' notice.

- 22.06 An Employee who normally travels from work to his place of residence by means other than the Employee's own vehicle following completion of the Employee's regular shift, but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when public transportation is available, shall be reimbursed for reasonable and substantiated cost of alternate transportation from the Site where the Employee is working to the Employee's residence.
- 22.07 Where an Employee is authorized to work a full seven and three-quarters (7 3/4) hours overtime assignment, the provisions of Article 21.02 shall apply as though it were a regular shift.
- 22.08 The Employer shall designate an individual at each site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

#### ARTICLE 23

##### On-Call Duty

- 23.01 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-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 paid holiday.

#### ARTICLE 24

##### Call-Out

- 24.01
- (a) When an Employee is called out to work outside of scheduled working hours, the Employee shall be paid for all time worked at overtime rates or a minimum of four (4) hours at the Basic Rate of Pay, whichever is the greater.
  - (b) Such Employee shall be reimbursed for a round trip between the Site where he is working and his home at the rate of thirty-eight (\$0.38) cents per kilometer.

- (c) A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining minimum call-out pay.

24.02 An Employee who is called out to work on a paid holiday in accordance with Article 24.01, shall receive:

- (a) Two times (2X) his Basic Rate of Pay for the actual hours worked or a minimum of four (4) hours at the Basic Rate of Pay, whichever is greater; plus
- (b) Time off at his Basic Rate of Pay for the actual hours worked.

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

#### ARTICLE 25

##### Reporting Pay

- 25.01 (a) In the event that an Employee reports for work as scheduled and is requested by the Supervisor to return home and report for a later shift, the Employee shall be compensated for the inconvenience by a payment equivalent to four (4) hours' pay at his Basic Rate of Pay.
- (b) Such Employee shall be reimbursed for a round trip between the Site where they are working and their home at the rate of at least thirty-eight (\$0.38) cents per kilometer or taxi fare upon production of a receipt.

#### ARTICLE 26

##### Shift and Weekend Differential

- 26.01 (a) A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
  - (i) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty three hundred (2300) hours; or
  - (ii) 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;



- (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty three hundred (2300)hours;
  - (iv) notwithstanding (ii) above, for Employees working a shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no shift differential will be paid.
- (b) A shift differential of two dollars (\$2.00) per hour shall be paid:
- (i) 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
  - (ii) 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.
  - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700)hours.
- (c) A weekend premium of one dollar and seventy-five cents (\$1.75)per hour shall be paid:
- (i) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
  - (ii) to Employees working each regularly scheduled hour worked after fifteen hundred (1500)hours on a Friday provided that greater than one (1)hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500)hours on a Friday;
  - (iii) to Employees working all overtime hours which fall within the sixty four (64) hour period commencing at fifteen hundred (1500)hours on a Friday.

- (iv) Notwithstanding (ii) above, for Employees working a regular 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.

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

ARTICLE 27

Paid Holidays

27.01 (a) The following are considered Paid Holidays:

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

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

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

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

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

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

- (i) one (1) regular day's pay; or,

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

27.04 Should a Paid Holiday fall during an Employee's vacation period, he shall be allowed an extra day for such Paid Holiday. Should it not be possible for the Employee to take such extra day in connection with his vacation, he shall be allowed the extra day within thirty (30) calendar days of return to duty. Failing this the Employee shall be given one (1)day's pay at his Basic Rate of Pay.

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

27.06 No payment shall be made for any Paid Holiday occurring during a layoff or unpaid leave of absence of eight (8) calendar days or more.

## ARTICLE 28

### Annual Vacation

#### 28.01 Vacation Entitlement for Full-time Employees

During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:

- (a) during each of the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days (116.25hours);
- (b) during each of the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days (155hours);

- (c) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days (193.75 hours);
- (d) during the twentieth (20<sup>th</sup>) and each subsequent year of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days (232.5 hours).

28.02 Cessation of Vacation Accrual

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

28.03 Time of Vacation

- (a) The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Where an Employee submits a vacation preference by March 31<sup>st</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by May 15<sup>th</sup> of that year.
- (b) Where Employees have submitted their requests for vacation within the time-frame of January 1<sup>st</sup> to March 31<sup>st</sup> stipulated in Article 28.03 (a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation which are submitted after March 31<sup>st</sup> shall be dealt with on a first-come, first-serve basis.
- (c) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) Where mutually agreed between the Employer and the Employee, a Regular Employee shall be entitled to an unbroken period of vacation equal to one year's vacation accrual.
- (e) Vacation time off commences on the first (1<sup>st</sup>) regularly scheduled work day away on vacation leave and ends on the first (1<sup>st</sup>) regularly scheduled work day back from vacation leave.

- (f) Employees shall be permitted to maintain a level of vacation entitlement equal to one year's vacation entitlement plus an additional five (5) days (38.75 hours) unless otherwise mutually agreed.
- (g) No Regular Employee may continue to work and draw vacation pay in lieu of taking vacation.

28.04 Working While On Vacation

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

28.05 Sick While On Vacation

Should a Regular Employee demonstrate to the satisfaction of the Employer that he/she was ill and required a defined course of medical treatment for an acute condition that would normally render him/her unable to work, during the course of the Employee vacation, the Employee may be considered to be on sick leave for such period of time, subject to the provisions of Article 29, Sick Leave. Vacation time not taken as a result of such medical treatment shall be taken at a mutually agreeable later date.

28.06 Vacation Pay Upon Termination

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

ARTICLE 29

Sick Leave

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

- 29.02 (a) After an Employee has completed the probationary period, the Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, provided however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of the probationary period.
- (b) Sick leave credits shall not accrue during any period of sick leave in excess of thirty (30) calendar days.

- 29.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 29.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine in excess of two (2) consecutive days or when an Employee demonstrates a discernible pattern of frequent illnesses.
- 29.05 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, he shall no longer accumulate sick leave credits until such time as his total accumulation is reduced below the maximum. At that time he shall recommence accumulating sick leave credits.
- 29.06 When an Employee:
- (i) is required to travel for the purposes of medical referral and/or treatment, or;
  - (ii) is unable to schedule medical appointments outside of the work hours, the Employee shall have the right to utilize sick leave credits for such absence, provided such Employee received prior authorization from the Employer, and provided that the Employee submits satisfactory proof of attendance at such appointment when required by the Employer to do so.
- 29.07 Leave of absence without pay may be granted to an Employee who does not qualify for sick leave or who is unable to return to work at the termination of the period for which sick leave is granted. An Employee who is on leave of absence without pay shall endeavor to notify the Employer three (3) days prior to returning to work, but in no event less than one (1) day prior to returning to work.
- 29.08 Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties re-distributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported.
- 29.09 An Employee shall keep the Employer advised as to when the Employee shall be expected back to work.

29.10 Where an Employee submits medical evidence satisfactory to the Employer, that it would be hazardous to the health of ~~an~~ Employee or unborn child to have the pregnant Employee continue employment in her present position, she may apply for a transfer to any vacancy for which she is qualified. Where the Employee is not successful the Employee may request that Maternity Leave commence pursuant to Article 33.02.

29.11 Health

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

29.12 Regular Part-time Employees

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

ARTICLE 30

Workers' Compensation

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

30.02 Employees suffering accidents which are compensable under The Workers' Compensation Act shall not be entitled to sick benefits during the period of compensation.

30.03 The foregoing Clause 30.02 shall not exclude an Employee from sick benefits for periods of absence due to ~~an~~ accident which is not compensable under The Workers' Compensation Act, and such cases shall be dealt with under Article 29 - Sick Leave.

30.04 A Regular Employee absent from work and receiving Workers' Compensation Benefits shall keep the Employer advised as to when he shall be expected back to work.

- 30.05 (a) An Employee who is in receipt of Workers' Compensation Benefits shall be deemed to be on approved leave of absence without pay. The Employer shall continue their portion of the health care benefit cost-share during such leave of absence.
- (b) The Employer will continue the subrogation process with respect to WCB payments, and will make all necessary deductions to continue health care benefits during such leave of absence.
- 30.06 (a) **An** Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10th) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 29 - Sick Leave.
- (b) For the purposes of Article 30 - Workers' Compensation, full net take home pay shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 30.06 (a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.

### ARTICLE 31

#### Prepaid Health Benefits

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



Alberta Blue Cross, Dental Plan, or equivalent, which provides for the reimbursement of at least eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Schedule. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person.

Alberta Health Care Insurance Plan;

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

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

Short Term Disability equal to sixty-six and two thirds percent ( $66\frac{2}{3}\%$ ) of basic weekly earnings.

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

- 31.02 The premiums for the Plans outlined in Article 31.01 will be cost shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 31.03 The implementation and operation of the Benefit Plan, or the equivalent, herein before referred to, shall, at all times, be subject to and governed by the terms and conditions of the policies and contracts entered into with the underwriters of the Plans.
- 31.04 The Employer shall make available to eligible Employees brochures outlining the above Plans.
- 31.05 The Employer will provide one (1) copy of each of the Plans to the Provincial Office of The Alberta Union of Provincial Employees.

## ARTICLE 32

### Safety and Health

- 32.01 The Parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.

- 32.02 An Occupational Health and Safety Committee will be established at a site/base office where mutually agreed between the Employer and the Union and the Union will have the right to designate two (2) Members of the Bargaining Unit as Members of this Committee. The number of Employer Representatives on the Committee shall not exceed the number of Representatives from the Union and other Employee groups.
- 32.03 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of this Committee. Travel provisions shall apply.
- 32.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 32.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 32.06 The Employer will co-operate with the Committee by providing:
- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
  - (b) data pertaining to workplace health and safety conditions;
  - (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the worksite.
- 32.07 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations;
  - (b) in the development and promotion of measures to protect the safety and health of Employees in the Institution and to check the effectiveness of such measures.
- 32.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Governing Board. The Governing Board shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.

32.09 An Employee's rights shall be respected in accordance with The Occupational Health and Safety Act.

ARTICLE 33

Leave of Absence

33.01 Bereavement Leave

- (a) An Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle.) Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave shall be extended by up to two (2) additional calendar days if travel in excess of three hundred and twenty (320) kilometers one way from the employee's residence is necessary for the purpose of attending the funeral.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

33.02 Parental Leave

A. Maternity Leave

- (a) An Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks advance notice, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave not later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, STD, LTD or, if applicable, EI SUB Plan benefits. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the Employee and the Employer.

- (c) An Employee on such leave shall provide the Employer with four (4) weeks' written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave and at the same step in the pay scale or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her to the date she commenced leave.
- (d) Notwithstanding any date initially selected for the start of a maternity leave, if an Employee subsequently indicates in writing that she is no longer able to carry out her normal duties, she may commence her maternity leave at an earlier date.

B. Adoption Leave

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

C. Parental Leave

- (a) A male Employee who has completed his probationary period and who has or will have the actual care or custody of the newborn child, shall be granted up to twelve (12) months parental leave without pay and benefits immediately following the birth of the child. The Employee shall provide proof of the birth of the child and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.

- (b) Employees will be required to give the Employer four **(4)**weeks' notice in writing of their intention to return to work.

Employees granted leave without pay and benefits pursuant to this Article, shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary and benefits that had accrued to them prior to commencing leave.

D. Maternity Support Leave

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

E. Terminal Care Leave

**An** Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay for a period of 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.

33.03 Jury or Witness Duty

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

33.04 Time Off for Union Business

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

- (b) Provided that the efficiency of the Employer's Operations shall not in any way be disrupted time off work without pay may be granted to Local members for the following purposes:
- (i) To attend Provincial Executive Meetings or Meetings of the Union's Bargaining Committee;
  - (ii) To attend Conventions of The Alberta Union of Provincial Employees;
  - (iii) To attend special Union Meetings;
  - (iv) Members of the Union Negotiating Committee, on a basis of one (1) representative per one hundred (100) Members, but not to exceed three (3) in number, for time spent meeting with representatives of the Employer, during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;
  - (v) Members elected as representatives of the Union to attend Seminars and Local Meetings; and
  - (vi) Members designated as delegates representing the Union at Conventions of Labour Organizations with which the Union is affiliated.
- (c) When leave to attend to Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus fifteen percent (15%) to cover cost of fringe benefits. Should the cost of the Employee's replacement be greater than the actual salary plus fifteen percent (15%), the Employer shall recover the greater amount.

33.05

#### Family Leave

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

33.06 General Leave of Absence

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

33.07 Provisions Governing Leaves of Absence

- (a) All applications for leave of absence, with the exception of compassionate leave, shall be made in writing to the Employer in advance. Applications shall indicate the date of departure on leave of absence and the date of return.
- (b) **An** Employee who has been granted leave of absence of any kind and who overstays the leave without reason acceptable to the Employer shall be considered to have terminated employment.
- (c) Except as provided in Clause 33.07(d), in the case of leaves of absence without pay of more than thirty (30) calendar days duration, Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans.
- (d) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, STD, LTD or, if applicable, EI **SUB** Plan benefits, benefit plan premium payment shall be administered in the same fashion as an Employee absent due to illness.
- (e) In the case of leaves of absence without pay in excess of thirty (30) calendar days Employees shall cease to accrue sick leave and earned vacation. The Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. An Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.

## ARTICLE 34

### Salary Increments/Recognition of Previous Experience

- 34.01** A Regular Full-time Employee shall advance from Pay Step 1 to Pay Step 2 as set out in the Salary Schedule upon the completion of twelve (12) months from his anniversary date, and shall receive further Pay Step advancements, if applicable, upon the completion of twelve (12) months worked at each subsequent Pay Step in the range, unless otherwise changed by the operation of the terms of this Collective Agreement.
- 34.02** (a) A Regular Full-time Employee's Anniversary Date shall be adjusted in the following circumstances:
- (i) any period of sick leave in excess of thirty (30) calendar days; or
  - (ii) a layoff; or
  - (iii) a leave of absence without pay which is in excess of thirty (30) calendar days; or
  - (iv) an absence while in receipt of disability insurance or Workers' Compensation Benefits which is in excess of thirty (30) calendar days.
- (b) In such circumstances, the Employee's Anniversary Date shall be adjusted by the amount of time away from work and the new Anniversary Date shall apply thereafter.
- 34.03** When an Employee has experience satisfactory to the Employer, the Employee's starting *salary* shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.
  - (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- Additional time worked, measured in monthly units and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.
- 34.04** (a) Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the Health Professions Act, RSA 2000, c.H 7, shall be employed as a Licensed Practical Nurse.



ARTICLE 35

Supply of Uniforms

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

ARTICLE 36

Transportation

36.01 (a) When an employee is required by the Employer to provide an automobile for use in their employment, she shall be reimbursed at the rate of fifty cents (\$0.50) per kilometre for all required travel, necessitating the use of their automobile, subject to the provisions of Article 36.02.

(b) When an employee not required by the Employer to provide an automobile chooses to drive their own automobile rather than use alternate available transportation, she shall be reimbursed at the rate of thirty-eight cents (\$0.38) per kilometre, subject to the provisions of Article 36.02.

36.02 For the first Employer authorized business of the working day, travel kilometers will be calculated from whichever results in the most direct route to the destination; either the Employee's base office or the Employee's residence.

36.03 Employees who are required to use their personal vehicle for Employer business shall be reimbursed the cost of business insurance. Upon submission of proof of coverage, the Employer shall reimburse the Employee to a maximum of two hundred sixty dollars (\$260.00) per year as follows:

Cost of Business Use Insurance Coverage           \$ \_\_\_\_\_  
(Basic Age Group - Good Driving Record)

LESS

Cost of Personal Use Insurance Coverage           \$ \_\_\_\_\_  
(Basic Age Group - Good Driving Record)

EQUALS

Amount to be reimbursed                               \$ \_\_\_\_\_

36.04      **Miscellaneous Travel Cost**

- (a)      Where the Employer determines that it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts. Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

ARTICLE 37

Staff Development

- 37.01      (a)      The parties to this Collective Agreement recognize the value of continuing in-service education for employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b)      The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
  - (i)      CPR (when established by the Employer as a mandatory qualification);
  - (ii)     Fire, evacuation and disaster procedures; and
  - (iii)    Proper lifting and prevention of back injuries.
- (c)      Employees who, with prior approval of their supervisor, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d)      The Employer shall make available an annual in-service on the prevention and management of staff abuse, and other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.

## ARTICLE 38

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

Except as modified in Article 38, all provisions of this Collective Agreement shall apply to Regular Part-time Employees:

#### **38.01**        Hours of Work (Article 21)

Amend Article 21.02 to read:

- (a) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (b) A paid rest period of fifteen (15) minutes will be permitted during each three point five (3.5) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
- (c) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

#### **38.02**        Overtime (Article 22)

Amend Article 22.01 to read:

Regular Part-time Employees shall be paid overtime rates as provided in Article 22.01 for:

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

#### **38.03**        Paid Holidays (Article 27)

(i) Amend Article 27.01 to read:

- (a) On each pay cheque Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, four and six tenths percent (4.6%) of their Basic Rate of Pay in lieu of Paid Holiday benefits.

(b) Regular Part-time Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for such work.

(ii) Delete Article 27.03

(iii) Delete Article 27.04

(iv) Delete Article 27.05

38.04

Annual Vacation (Article 28)

Amend Article 28.01 to read:

Vacation Entitlement for Part-time Employees

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

Hours worked as a regular Employee X the applicable % as outline below = number of hours of paid vacation time to be taken

(i) six percent (6%); or

(ii) eight percent (8%) following eight thousand and ninety-one (8,091) regular hours of work.

(b) Only those hours of work paid at the basic rate of pay and on a named holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized for the purposes of determining vacation pay for a Part-time Employee.

Effective October 1, 2006

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

Hours worked at the rate specified in Article 38.04(b) X The applicable % outlined below = Number of hours of paid vacation time to be taken

(i) six percent (6%), or

(ii) eight percent (8%) following six thousand and sixty eight point two five (6,068.25) regular hours of work; or

(iii) ten percent (10%) following twenty thousand two hundred and twenty seven point five (20,227.5) regular hours of **work**; or

- (iv) twelve percent (12%) following forty thousand four hundred and fifty five (40,455) regular hours of work.

Only those hours of work paid at the basic rate of pay and on a named holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized for the purposes of determining vacation pay for a Part-time Employee.

**38.05**      Sick Leave (Article 29)

Amend Article 29.02 (a) to read:

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

**38.06**      Salary Increments/Recognition of Previous Experience (Article 34)

- (a) Salary increments shall be awarded on the completion of two thousand and twenty-two and three-quarter (2022 3/4) hours worked in accordance with the *Salary Schedule* of this Collective Agreement.
- (b) Unless otherwise changed by the operation of the terms of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee within the same classification shall have his anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to his change in status.

ARTICLE 39

Terms, Conditions and Benefits of Employment Applicable to Temporary Employees

Except as modified by Article 39 all provisions of this Collective Agreement shall apply to Temporary Employees.

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

Article 14: Probation

Article 15: Seniority

Article 16: Layoff

Article 17: Job Opportunities

Article 27: Paid Holidays

Article 28: Annual Vacation

Article 31: Prepaid Health Benefits

Article 33: Leaves of Absence

Article 34: Salary Increments & Recognition of Previous Experience

- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A Temporary Employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position.

**39.02**      Probation (Article 14)

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

**39.03**      Layoff, Rehire and Termination (Article 16)

Amend Article 16 to read:

Termination

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

39.04 Job Opportunities (Article 17)

Amend Article 17 to include:

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

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

39.05 Paid Holidays & Annual Vacation (Article 27 & Article 28)

Amend Article 27 and Article 28 to read:

- (a) Temporary Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate for all hours worked on the Paid Holiday.
- (b) Temporary Employees shall be paid, in addition to their Basic Rate of Pay, ten and six tenths percent (10.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Temporary Employees shall be allowed up to three (3) weeks off, without pay for their vacation.

39.06 Prepaid Health Benefits (Article 31)

Amend Article 31 to read:

The provisions of Article 31 apply to Temporary Employees who are hired to replace a full-time or part-time employee who is on an approved leave of absence or who is on a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave shall be in excess of three (3) months.

39.07

Leaves of Absence (Article 33)

Amend Article 33 to read:

(a) Bereavement Leave

- (i) An Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle.) Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave shall be extended by up to two (2) additional calendar days if travel in excess of three hundred and twenty (320) kilometers one way from the employee's residence is necessary for the purpose of attending the funeral.
- (ii) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

(b) Jury or Witness Duty

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

39.08

Salary Increments & Recognition of Previous Experience (Article 34)

Amend Article 34.01 to read:

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



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

#### ARTICLE 40

##### Terms, Conditions and Benefits Applicable to Casual Employees

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

40.01 Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 17, 18, 19, 20, 26, 32, 35, 40, 42, 43 and 44 shall apply to Casual Employees.

40.02 Probation

Amend Article 14 to read:

- (a) Casual Employees shall be on probation for six hundred and ten (610) hours worked. If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the provisions in Article 9. **An** Employee will be kept advised of their progress during the probationary period.
- (b) An Employee's current period of continuous service with the Employer as a Casual Employee shall be counted toward the probationary period required, if appointed without interruption or break in service to a regular position provided that such service occurs in the same Department and within the same classification or in other circumstances as determined by the Employer.

40.03 Seniority (Article 15)

Amend Article 15 to read:

Seniority does not apply during Casual Employment.

40.04 Hours of Work (Article 21)

Amend Article 21 to read:

- (a) The provisions as outlined below apply to Casual Employees:

- (i) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (ii) A paid rest period of fifteen (15) minutes will be permitted during each 3.5 hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
- (iii) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

40.05 Overtime (Article 22)

Amend Article 22 to read:

Casual Employees shall be paid overtime rates as provided in Article 22.01 for:

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

40.06 Call Out (Article 24)

Amend Article 24 to read:

A Casual Employee who has completed their shift and is called out and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of thirty-eight cents (\$0.38) per kilometer from the Employee's residence to the Institution and return.

40.07 Reporting Pay (Article 25)

Amend Article 25 to read:

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

40.08 Paid Holidays and Annual Vacation (Article 27 & Article 28)

Amend Article 27 and Article 28 to read:

- (a) Casual Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate for all hours worked on the Paid Holiday.
- (b) Casual Employees shall be paid, in addition to their Basic Rate of Pay, ten and six tenths percent (10.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Casual Employees shall be allowed up to three (3) weeks off, without pay for their vacation.

40.09 Workers' Compensation (Article 30)

Amend Article 30 to read:

The provisions of Article 30.01 shall apply to Casual Employees.

40.10 Leaves of Absence (Article 33)

Amend Article 33 to read:

Casual Employees will be entitled to time-off without pay in lieu of Bereavement Leave pursuant to Article 33.01.

40.11 Salary Increments & Recognition of Previous Experience (Article 34)

Amend Article 34 to read:

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

- (b) Unless otherwise changed by the operation of the terms of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee within the same classification shall have his anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to his change in status.
- (c) When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
  - (a) Experience prior to a five (5) year lapse will not be recognized.
  - (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.

Additional time worked, measured in monthly units and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

- (d) Only Employees entitled, to designation as a Licensed Practical Nurse pursuant to the Health Professions Act, R.S.A.2000, c.H 7, shall be employed as a Licensed Practical Nurse.

#### ARTICLE 41

##### Pension Plan

- 41.01 (a) The Employer shall contribute to the Local Authorities Pension Plan for eligible Full-time Employees in accordance with the regulations of the applicable Plan.
- (b) The Employer shall contribute to the aforementioned pension plan for eligible Part-time Employees who request enrollment in accordance with the regulations of the applicable Plan.
- 41.02 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 42

### Professional Fees

- 42.01 An Employee shall be eligible for reimbursement of dues paid to her Professional College, to a maximum of one hundred dollars (\$100.00) per registration year, if
- (a) at the beginning of her next registration year, she has an active registration in her Professional College, and requires such active registration to perform her duties; and
  - (b) she has an average of zero point four (0.4) FTE or greater hours actually worked in the previous fiscal year.

## ARTICLE 43

### Term of Collective Agreement

- 43.01 This Collective Agreement shall take effect as of the date of signing and shall remain in full force and effect until March 31, 2008, and from year to year thereafter unless notice is served by either party pursuant to the Code.
- 43.02 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.
- 43.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

ARTICLE 44

Notice

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

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

and in the case of the Employer to:

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

**SALARY APPENDIX**

**Main Auxiliary Nursing Salary Appendix**

Classification	Effective Date	Pay Steps							
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Nursing Attendant	1-Apr-03	\$11.98	\$12.61	\$13.02	\$13.41	\$13.84	\$14.16	\$14.57	
Home Support Worker	1-Apr-04	\$12.34	\$12.99	\$13.41	\$13.81	\$14.26	\$14.58	\$15.01	
Home Support Aide	1-Apr-05	\$12.71	\$13.38	\$13.81	\$14.22	\$14.69	\$15.02	\$15.46	
	1-Apr-06	\$13.09	\$13.78	\$14.22	\$14.65	\$15.13	\$15.47	\$15.92	
	1-Apr-07	\$13.48	\$14.19	\$14.65	\$15.09	\$15.58	\$15.93	\$16.40	
Nursing Attendant		1	2	3	4	5	6	7	8
Home Support Worker	1-Apr-03	\$11.98	\$12.61	\$13.02	\$13.41	\$13.84	\$14.16	\$14.57	\$15.02
Home Support Aide	1-Apr-04	\$12.34	\$12.99	\$13.41	\$13.81	\$14.26	\$14.58	\$15.01	\$15.47
(with Ed. Allowance)	1-Apr-05	\$12.71	\$13.38	\$13.81	\$14.22	\$14.69	\$15.02	\$15.46	\$15.93
	1-Apr-06	\$13.09	\$13.78	\$14.22	\$14.65	\$15.13	\$15.47	\$15.92	\$16.41
	1-Apr-07	\$13.48	\$14.19	\$14.65	\$15.09	\$15.58	\$15.93	\$16.40	\$16.90
LPN		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
	1-Apr-03	\$15.60	\$16.27	\$16.92	\$17.59	\$18.25	\$18.89		
	1-Apr-04	\$16.07	\$16.76	\$17.43	\$18.12	\$18.80	\$19.46		
	1-Apr-05	\$16.55	\$17.26	\$17.95	\$18.66	\$19.36	\$20.04		
	1-Apr-06	\$17.05	\$17.78	\$18.49	\$19.22	\$19.94	\$20.64	\$21.47	
	1-May-06	\$17.39	\$18.14	\$18.86	\$19.60	\$20.34	\$21.05	\$21.90	
1-Apr-07	\$17.91	\$18.68	\$19.43	\$20.19	\$20.95	\$21.68	\$22.56	\$23.46	

**Main Auxiliary Nursing Salary Appendix**  
**(continued)**

Classification	EffectiveDate	Pay Steps							
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
OR Technician	1-Apr-03	\$16.35	\$17.05	\$17.74	\$18.43	\$19.19	\$19.82		
	1-Apr-04	\$16.84	\$17.56	\$18.27	\$18.98	\$19.77	\$20.41		
	1-Apr-05	\$17.35	\$18.09	\$18.82	\$19.55	\$20.36	\$21.02		
	1-Apr-06	\$17.87	\$18.63	\$19.38	\$20.14	\$20.97	\$21.65	\$22.52	
	1-May-06	\$18.23	\$19.00	\$19.77	\$20.54	\$21.39	\$22.08	\$22.97	
	1-Apr-07	\$18.78	\$19.57	\$20.36	\$21.16	\$22.03	\$22.74	\$23.66	\$24.61



**Local Condition Applicable to Calgary Urban Community (including Airdrie & Cochrane) Employees**

Classification	Effective Date	1	2	3	4	5	6	7	8
Home Health Aide	1-Apr-03	\$11.93	\$12.53	\$13.12	\$13.73	\$14.39	\$15.06		
	1-Apr-04	\$12.29	\$12.91	\$13.51	\$14.14	\$14.82	\$15.51		
	1-Apr-05	\$12.66	\$13.30	\$13.92	\$14.56	\$15.26	\$15.98		
	1-Apr-06	\$13.04	\$13.70	\$14.34	\$15.00	\$15.72	\$16.46		
	1-Apr-07	\$13.43	\$14.11	\$14.77	\$15.45	\$16.19	\$16.95		
Dental Assistant	1-Apr-03	\$15.51	\$16.24	\$17.00	\$17.80	\$18.66	\$19.55		
	1-Apr-04	\$15.98	\$16.73	\$17.51	\$18.33	\$19.22	\$20.14		
	1-Apr-05	\$16.46	\$17.23	\$18.04	\$18.88	\$19.80	\$20.74		
	1-Apr-06	\$16.95	\$17.75	\$18.58	\$19.45	\$20.39	\$21.36	\$22.21	
	1-May-06	\$17.29	\$18.11	\$18.95	\$19.84	\$20.80	\$21.79	\$22.65	
	1-Apr-07	\$17.81	\$18.65	\$19.52	\$20.44	\$21.42	\$22.44	\$23.33	\$24.26
Dental Assistant III	1-Apr-03	\$17.00	\$17.80	\$18.66	\$19.55	\$20.48	\$21.46		
	1-Apr-04	\$17.51	\$18.33	\$19.22	\$20.14	\$21.09	\$22.10		
	1-Apr-05	\$18.04	\$18.88	\$19.80	\$20.74	\$21.72	\$22.76		
	1-Apr-06	\$18.58	\$19.45	\$20.39	\$21.36	\$22.37	\$23.44	\$24.38	
	1-May-06	\$18.95	\$19.84	\$20.80	\$21.79	\$22.82	\$23.91	\$24.87	
	1-Apr-07	\$19.52	\$20.44	\$21.42	\$22.44	\$23.50	\$24.63	\$25.62	\$26.64

**Local Condition Applicable to Rural Community**

<b><u>Pay Grade 3</u></b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Community Health Representative\Worker	1-Apr-03	\$15.60	\$16.27	\$16.91	\$17.59	\$18.26	\$18.89
	1-Apr-04	\$16.07	\$16.76	\$17.43	\$18.12	\$18.80	\$19.46
	1-Apr-05	\$16.55	\$17.26	\$17.95	\$18.66	\$19.36	\$20.04
	1-Apr-06	\$17.05	\$17.78	\$18.49	\$19.22	\$19.94	\$20.64
	1-Apr-07	\$17.56	\$18.31	\$19.04	\$19.80	\$20.54	\$21.26

**Local Condition Applicable Alberta Mental Health Employees**

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Mental Health Aide	1-Apr-03	\$14.39	\$15.00	\$15.59	\$16.19	\$16.77
	1-Apr-04	\$14.82	\$15.45	\$16.06	\$16.68	\$17.27
	1-Apr-05	\$15.26	\$15.91	\$16.54	\$17.18	\$17.79
	1-Apr-06	\$15.72	\$16.39	\$17.04	\$17.70	\$18.32
	1-Apr-07	\$16.19	\$16.88	\$17.55	\$18.23	\$18.87

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(hereinafter referred to as AUPE)

**RE: Terms and Conditions Applicable to Employees Working a  
Seven (7) Hour Work Day**

In programs where positions are considered as full time and the daily hours of work are currently seven (7) 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.

The reference to "day" contained within the body of this Collective Agreement shall be deemed to mean a seven (7) hour day for the purposes of administering this Collective Agreement for Employees who are covered by this Letter of Understanding.

**1.01 Hours of Work (Article 21):**

A. Amend Article 21.01 to read:

**Full-Time Employees**

The regular hours of work for Full-Time and Temporary Full-Time Employees:

- (i) shall be seven (7) consecutive hours per day;
- (ii) shall be thirty-five (35) hours averaged over a seven (7) calendar day period; and
- (iii) there shall be two (2) consecutive days of rest; however, this provision may be altered by mutual agreement between the Employer and the Union.

B. Amend Article 21.02 to read:

- (a) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (b) A paid rest period of fifteen (15) minutes will be permitted during each three point five (3.5) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
- (c) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

C. **Local Condition For the Classification Home Support Aides:**

1. Amend Article 21.05 to read:

21.05 **An** Employee may work a split shift where agreed, in writing, between the Employer and Employee. No portion of a split shift shall be less than two (2) hours.

2. Amend Article 21.06 to include:

21.06 There will be an optional scheduling system available to Home Support Aides. An extended work day may be implemented with mutual agreement in writing between the Employer and the Employee.

The regular hours of the extended scheduling system shall not exceed:

- (a) ten (10) consecutive hours per day at the basic rate of pay;
- (b) thirty-five (35) hours averaged over a seven (7) calendar day period;

- (c) four consecutive days followed by two consecutive days off unless altered by mutual agreement between the Employer and the Union.

**1.02 Overtime (Article 22):**

- A. Amend Article 22.01 (a) to read:

- (a) Time worked in excess of seven (7) hours per day; and

- B. Amend Article 22.07 to read:

Where an Employee is authorized to work a full seven (7) hours overtime assignment, the provisions of Article 21.02 shall apply as though it were a regular shift.

**1.03 Call-Out (Article 24):**

- A. Amend Article 24 to include:

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

**1.04 Paid Holidays (Article 27):**

- A. Amend Article 27.03 (a)(iv) to read:

- (iv) where applicable, an Employee shall receive compensating time off at his Basic Rate of Pay for all hours worked in excess of seven (7) hours on a paid holiday.

**1.05 Annual Vacation (Article 28):**

- A. Amend Article 28.01 to read:

Vacation Entitlement for Full-time Employees

During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:

- (a) during each of the first (1st) and second (2nd) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) days, 105 hours;
- (b) during each of the third (3rd) to ninth (9th) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) days, 140 hours;
- (c) during each of the tenth (10th) to nineteenth (19th) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) days, 175 hours;
- (d) during the twentieth (20th) and each subsequent year of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty (30) days, 210 hours.

B. Amend Article 28.03 (f) to read:

- (f) Employees shall be permitted to maintain a level of vacation entitlement equal to one year's vacation entitlement plus an additional five (5) days (35 hours) unless otherwise mutually agreed.

**1.06 Terms, Conditions and Benefits of Employment Applicable to Regular Part-time Employees (Article 38):**

(A) Amend Article 38 in its entirety to read:

Except as modified in 1.06 in this Letter of Understanding, all provisions of this Collective Agreement and this Letter of Understanding shall apply to Regular Part-time Employees:

(1) Hours of Work (Article 21)

Amend Article 21.02 to read:

- (a) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.

- (b) A paid rest period of fifteen (15) minutes will be permitted during each three point five (3.5) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
- (c) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

(2) Overtime (Article 22)

Amend Article 22.01 to read:

Regular Part-time Employees shall be paid overtime rates as provided in Article 22.01 for:

- (a) any time worked in excess of seven (7) hours during any one (1) day, exclusive of meal periods; **and**
- (b) any time worked when the total of hours worked exceeds thirty-five (35) in any one (1) week period.

(3) Paid Holidays (Article 27)

(i) Amend Article 27.01 to read

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

(ii) Delete Article 27.03

(iii) Delete Article 27.04

(iv) Delete Article 27.05

(4) Annual Vacation (Article 28)

Amend Article 28.01 to read:

Vacation Entitlement for Part-time Employees

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

Hours worked as a regular Employee X the applicable % as outline below = number of hours of paid vacation time to be taken

- (i) six percent (6%); or
- (ii) eight percent (8%) following seven thousand three hundred and eight (7,308) regular hours of work.
- (b) Only those hours of work paid at the basic rate of pay and on a named holiday to a maximum of seven (7) hours will be recognized for the purposes of determining vacation pay for a Part-time Employee.

Effective October 1, 2006

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

Hours worked at the rate specified in Article 38.04(b) X The applicable % outlined below = Number of hours of paid vacation time to be taken

- (i) **six** percent (6%), or
- (ii) eight percent (8%) following six thousand and sixty eight point two five (6,068.25) regular hours of work; or
- (iii) ten percent (10%) following twenty thousand two hundred and twenty seven point five (20,227.5) regular hours of work; or
- (iv) twelve percent (12%) following forty thousand four hundred and fifty five (40,455) regular hours of work.



Only those hours of work paid at the basic rate of pay and on a named holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized for the purposes of determining vacation pay for a Part-time Employee.

(5) Sick Leave (Article 29)

Amend Article 29.02 (a) to read:

Regular Part-time Employees shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, prorated on the basis of the regularly scheduled hours worked by a Regular Part-time Employee in relation to the regularly scheduled hours worked by a Regular Employee, up to a maximum accumulation of eight hundred and forty (840) hours. Payment will be made only for the days they are regularly scheduled to work and cannot attend because of illness.

(6) Salary Increments/Recognition of Previous Experience (Article 34)

- (a) Salary increments shall be awarded on the completion of eighteen hundred and twenty seven (1827) hours worked in accordance with the Salary Schedule of this Collective Agreement.
- (b) Unless otherwise changed by the operation of the terms of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee within the same classification shall have his anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to his change in status.

**1.07 Terms, Conditions and Benefits of Employment Applicable to Temporary Employees (Article 39):**

- (A) Amend Article 39 in its entirety to read:

Except as modified by Article 1.07 in this Letter of Understanding, all provisions of this Collective Agreement and Letter of Understanding shall apply to Temporary Employees.

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

Article 14: Probation

Article 16: Layoff

Article 17: Job Opportunities

Article 27: Paid Holidays

Article 28: Annual Vacation

Article 31: Prepaid Health Benefits

Article 33: Leaves of Absence

Article 34: Salary Increments & Recognition of Previous Experience

- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A Temporary Employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position.

(2) Probation (Article 14)

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

(3) Layoff, Rehire and Termination (Article 16)

Amend Article 16 to read:

### Termination

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

#### (4) Job Opportunities (Article 17)

Amend Article 17 to include:

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

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

#### (5) Paid Holidays & Annual Vacation (Article 27 & Article 28)

Amend Article 27 and Article 28 to read:

- (a) Temporary Employees required to work on a **Paid** Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate for all hours worked on the Paid Holiday.
- (b) Temporary Employees shall be paid, in addition to their Basic Rate of Pay, ten and six tenths percent (10.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Temporary Employees shall be allowed up to three (3) weeks off, without pay for their vacation.

#### (6) Prepaid Health Benefits (Article 31)

Amend Article 31 to read

The provisions of Article 31 apply to Temporary Employees who are hired to replace a full-time or part-time employee who is on an approved leave of absence or who is on a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave shall be in excess of three (3) months.

(7) Leaves of Absence (Article 33)

Amend Article 33 to read

(a) Bereavement Leave

(i) An Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle.) Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave shall be extended by up to two (2) additional calendar days if travel in excess of three hundred and twenty (320) kilometers one way from the employee's residence is necessary for the purpose of attending the funeral.

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

(b) Jury or Witness Duty

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

(8) Salary Increments & Recognition of Previous Experience (Article 34)

Amend Article 34.01 to read:

(a) Salary increments shall be awarded on the completion of eighteen hundred and twenty seven (1827) hours worked in accordance with Salary Schedule of this Collective Agreement.

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

**1.08 Terms, Conditions and Benefits of Employment Applicable to Casual Employees (Article 40)**

- (A) Amend Article 40 in its entirety to read:

The provisions of this Collective Agreement and this Letter of Understanding shall not apply to Casual Employees except as provided by 1.08 of this Letter of Understanding.

- (1) Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 17, 18, 19, 20, 26, 32, 35, 40, 42, 43 and 44 shall apply to Casual Employees.

- (2) Probation

Amend Article 13 to read

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

- (b) An Employee's current period of continuous service with the Employer as a Casual Employee shall be counted toward the probationary period required, if appointed without interruption or break in service to a regular position provided that such service occurs in the same Department and within the same classification or in other circumstances as determined by the Employer.

- (3) Seniority (Article 15)

Amend Article 15 to read:

Seniority does not apply during Casual Employment.

(4) Hours of Work (Article 21)

Amend Article 21 to read

- (a) The provisions as outlined below apply to Casual Employees:
  - (i) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
  - (ii) A paid rest period of fifteen (15) minutes will be permitted during each three point five (3.5) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
  - (iii) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

(5) Overtime (Article 22)

Amend Article 22 to read:

Casual Employees shall be paid overtime rates as provided in Article 22.01 for:

- (a) any time worked in excess of seven (7) hours during any one (1) day, exclusive of meal periods; and
- (b) any time worked when the total of hours worked exceeds thirty-five (35) in any one (1) week period.

(6) Call Out (Article 24)

Amend Article 24 to read

A Casual Employee who has completed their shift and is called out and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of thirty-eight cents (\$0.38) per kilometer from the Employee's residence to the Institution and return.

(7) Reporting: Pay (Article 25)

Amend Article 25 to read

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

(8) Paid Holidays and Annual Vacation (Article 27 & Article 28)

Amend Article 27 and Article 28 to read:

- (a) Casual Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate for all hours worked on the Paid Holiday.
- (b) Casual Employees shall be paid, in addition to their Basic Rate of Pay, ten and six tenths percent (10.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Casual Employees shall be allowed up to three (3) weeks off, without pay for their vacation.

(9) Workers' Compensation (Article 30)

Amend Article 30 to read

The provisions of Article 30.01 shall apply to Casual Employees.

(10) Leaves of Absence (Article 33)

Amend Article 33 to read

Casual Employees will be entitled to time-off without pay in lieu of Bereavement Leave pursuant to Article 33.01.

(11) Salary Increments & Recognition of Previous Experience {Article 34}

Amend Article 34 to read

- (a) Salary increments shall be awarded on the completion of eighteen hundred and twenty seven (1827) hours worked in accordance with Salary Schedule of this Collective Agreement.

- (b) Unless otherwise changed by the operation of the terms of this Collective Agreement, a Casual Employee who has had a change in status to a Regular Employee within the same classification shall have his anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to the Employee's change in status.
- (c) When a newly hired Employee has experience satisfactory in the opinion of the Employer, the starting salary of the Employee may be adjusted in accordance with Article 34.03.

The Employer may implement the hours of work provisions as contained in Article 21: Hours of Work by giving the Employee(s) not less than twenty eight (28) calendar days written notice.

ORIGINAL SIGNED BY  
On Behalf of the Calgary Health  
Region

ORIGINAL SIGNED BY DAN MACLENNAN  
On Behalf of the Alberta Union of  
Provincial Employees

Date:

Date:



**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(hereinafter referred to as AUPE)

**RE: Terms and Conditions Applicable to Employees Working a  
Seven and One Half (7 1/2) Hour Work Day**

In programs where positions are considered as full time and the daily hours of work are currently seven and one half (7 1/2) 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.

The reference to "day" contained within the body of this Collective Agreement shall be deemed to mean a seven and one half hour day for the purposes of administering this Collective Agreement for Employees who are covered by this Letter of Understanding.

**1.01 Hours of Work (Article 21):**

A. Amend Article 21.01 to read:

21.01 (a) The normal hours of work shall be seven and one-half (7 1/2) hours per day with an unpaid lunch break of up to one (1) hour and shall provide for a continuous operation Monday through Sunday, twenty-four (24) hours per day, seven days per week.

Except as otherwise provided for, regular scheduling shall be 8:00 a.m. to 4:30 p.m. daily.

(b) Employees will have a day off every third Friday or Monday on a rotational basis. The schedule of days off will be posted. By mutual agreement between the Employee and the Employer the day off may be moved to another day provided the day off falls in the same pay period.

B. Amend Article 21.03 to include:

21.03 Flexible starting and stopping times may be scheduled to meet evening program demands. The total hours worked in a day shall not exceed seven and one half (7 1/2) hours.

Unless mutually agreed between the Employee and the supervisor, there shall be at least one (1) day of notice for evening assignments.

C. Amend Article 21 to include

21.10 Employees shall report for duty at the place designated by the Employer and shall go to and from such place on their own time. Where an Employee is required to report to a new place of work during regular hours of work, he/she shall do so without loss of pay.

D. **Local Condition For the Classification Home Health Aides:**

Amend Article 21.05 to read:

21.05 (a) Home Health Aides in "Care in the Community" shall be the only classification permitted to work split shifts and only under the following conditions:

- participation by ~~an~~ Employee is voluntary; and
- the result cannot reduce the hours of work of any Home Health Aide; and
- No Part-time or Casual Employee shall be scheduled to work more than one hundred and five (105) hours within a twenty-one (21) day period.

1.02 **Overtime (Article 22):**

A. Amend Article 22.01 (a) to read:

(a) Time worked in excess of seven and one half (7 1/2) hours per day; and

B. Amend Article 22.07 to read:

Where an Employee is authorized to work a full seven and one half (7 1/2) hours overtime assignment, the provisions of Article 21.02 shall apply as though it were a regular shift.

1.03 **Call-Out (Article 24):**

A. Amend Article 24 to include:

24.04 Where the Employee is able to handle a call without leaving his/her place of residence, the Employee shall be paid at the applicable rate for the total accumulated time spent on Telephone Consultation(s) and corresponding documentation. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

1.04 **Paid Holidays (Article 27):**

A. Amend Article 27.03 (a)(iv) to read:

(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 one half (7 1/2) hours on a paid holiday.

1.05 **Annual Vacation (Article 28):**

A. Amend Article 28.01 to read:

Vacation Entitlement for Full-time Employees

During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:

- (a) during each of the first (1st) and second (2nd) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) days, 105 hours;
- (b) during each of the third (3rd) to ninth (9th) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) days, 140 hours;
- (c) during each of the tenth (10th) to nineteenth (19th) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) days, 175 hours;
- (d) during the twentieth (20th) and each subsequent year of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty (30) days, 210 hours.

B. Amend Article 28.03 (f) to read:

- (f) Employees shall be permitted to maintain a level of vacation entitlement equal to one year's vacation entitlement plus an additional five (5) days (37.5 hours) unless otherwise mutually agreed.

1.06 **Terms, Conditions and Benefits of Employment Applicable to Regular Part-time Employees (Article 38):**

(A) Amend Article 38 in its entirety to read:

Except as modified in 1.06 in this Letter of Understanding, all provisions of this Collective Agreement and this Letter of Understanding shall apply to Regular Part-time Employees:

(1) Hours of Work (Article 21)

Amend Article 21.02 to read:

- (a) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. If an Employee is recalled to **duty** during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (b) A paid rest period of fifteen (15) minutes will be permitted during each three point five (3.5) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
- (c) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

(2) Overtime (Article 22)

Amend Article 22.01 to read:

Regular Part-time Employees shall be paid overtime rates as provided in Article 22.01 for:

- (a) any time worked in excess of seven and one half (7 1/2) hours during my one (1) day, exclusive of meal periods; and

- (b) any time worked when the total of hours worked exceeds seventy-five (75) in any two (2) week period.

(3) Paid Holidays (Article 27)

- (i) Amend Article 27.01 to read:
  - (a) On each pay cheque Regular Part-time Employees shall be paid, in addition to their Basic Rate of Pay, four and six tenths percent (4.6%) of their Basic Rate of Pay in lieu of Paid Holiday benefits.
  - (b) Regular Part-time Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for such work.
- (ii) Delete Article 27.03
- (iii) Delete Article 27.04
- (iv) Delete Article 27.05

(4) Annual Vacation (Article 28)

Amend Article 28.01 to read:

Vacation Entitlement for Part-time Employees

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

$$\text{Hours worked as a regular Employee} \times \text{the applicable \% as outline below} = \text{number of hours of paid vacation time to be taken}$$

- (i) six percent (6%); or
- (ii) eight percent (8%) following seven thousand three hundred and eight (7,308) regular hours of work.
- (b) Only those hours of work paid at the basic rate of pay and on a named holiday to a maximum of seven and one half (7 1/2) hours will be recognized for the purposes of determining vacation pay for a Part-time Employee.

Effective October 1, 2006

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

Hours worked at the rate specified in Article 38.04(b) X The applicable% outlined below = Number of hours of paid vacation time to be taken

- (i) six percent (6%), or
- (ii) eight percent (8%) following six thousand and sixty eight point two five (6,068.25) regular hours of work; or
- (iii) ten percent (10%) following twenty thousand two hundred and twenty seven point five (20,227.5) regular hours of work; or
- (iv) twelve percent (12%) following forty thousand four hundred and fifty five (40,455) regular hours of work.

Only those hours of work paid at the basic rate of pay and on a named holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized for the purposes of determining vacation pay for a Part-time Employee.

(5) Sick Leave (Article 29)

Amend Article 29.02 (a) to read:

Regular Part-time Employees shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, prorated on the basis of the regularly scheduled hours worked by a Regular Part-time Employee in relation to the regularly scheduled hours worked by a Regular Employee, up to a maximum accumulation of eight hundred and forty (840) hours. Payment will be made only for the days they are regularly scheduled to work and cannot attend because of illness.

(6) Salary Increments/Recognition of Previous Experience (Article 34)

- (a) Salary increments shall be awarded on the completion of eighteen hundred and twenty seven (1827) hours worked in accordance with the Salary Schedule of this Collective Agreement.

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

**1.07 Terms, Conditions and Benefits of Employment Applicable to Temporary Employees (Article 39):**

- (A) Amend Article 39 in its entirety to read:

Except as modified by Article 1.07 in this Letter of Understanding, all provisions of this Collective Agreement and Letter of Understanding shall apply to Temporary Employees.

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

Article 14: Probation

Article 16: Layoff

Article 17: Job Opportunities

Article 27: Paid Holidays

Article 28: Annual Vacation

Article 31: Prepaid Health Benefits

Article 33: Leaves of Absence

Article 34: Salary Increments & Recognition of  
Previous Experience

- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A Temporary Employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position.

(2) Probation (Article 14)

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

(3) Layoff, Rehire and Termination (Article 16)

Amend Article 16 to read

Termination

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

(4) Job Opportunities (Article 17)

Amend Article 17 to include:

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

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

(5) Paid Holidays & Annual Vacation (Article 27 & Article 28)

Amend Article 27 and Article 28 to read:

- (a) Temporary Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate for all hours worked on the Paid Holiday.
- (b) Temporary Employees shall be paid, in addition to their Basic Rate of Pay, ten and six tenths percent (10.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Temporary Employees shall be allowed up to three (3) weeks off, without pay for their vacation.



(6) Prepaid Health Benefits (Article 31)

Amend Article 31 to read

The provisions of Article 31 apply to Temporary Employees who are hired to replace a full-time or part-time employee who is on an approved leave of absence or who is on a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave shall be in excess of three (3) months.

(7) Leaves of Absence (Article 33)

Amend Article 33 to read

(a) Bereavement Leave

(i) An Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle.) Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave shall be extended by up to two (2) additional calendar days if travel in excess of three hundred and twenty (320) kilometers one way from the employee's residence is necessary for the purpose of attending the funeral.

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

(b) Jury or Witness Duty

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

(8) Salary Increments & Recognition of Previous Experience (Article 34)

Amend Article 34.01 to read:

- (a) Salary increments shall be awarded on the completion of eighteen hundred and twenty seven (1827) hours worked in accordance with Salary Schedule of this Collective Agreement.
- (b) Unless otherwise changed by the operation of the terms of this Collective Agreement, a Temporary Employee who has had a change in status to a Regular Employee within the same classification shall have his anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to the Employee's change in status.

1.08 **Terms, Conditions and Benefits of Employment Applicable to Casual Employees (Article 40)**

(A) Amend Article 40 in its entirety to read:

The provisions of this Collective Agreement **and** this Letter of Understanding shall not apply to Casual Employees except as provided by 1.08 of this Letter of Understanding.

(1) Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 17, 18, 19, 20, 26, 32, 35, 40, 42, 43 and 44 shall apply to Casual Employees.

(2) Probation (Article 14)

Amend Article 14 to read

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

- (b) An Employee's current period of continuous service with the Employer as a Casual Employee shall be counted toward the probationary period required, if appointed without interruption or break in service to a regular position provided that such service occurs in the same Department and within the same classification or in other circumstances as determined by the Employer.

(3) Seniority (Article15)

Amend Article 15 to read:

Seniority does not apply during Casual Employment

(4) Hours of Work (Article21)

Amend Article 21 to read:

- (a) The provisions as outlined below apply to Casual Employees:

- (i) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.

- (ii) A paid rest period of fifteen (15) minutes will be permitted during each three point five (3.5) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.

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

(5) Overtime (Article22)

Amend Article 22 to read:

Casual Employees shall be paid overtime rates as provided in Article 22.01 for:

- (a) any time worked in excess of seven and one half (7 1/2) hours during any one (1) day, exclusive of meal periods; and
- (b) any time worked when the total of hours worked exceeds seventy-five (75) in any two (2) week period.

(6) Call Out (Article 24)

Amend Article 24 to read:

A Casual Employee who has completed their shift and is called out and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of thirty-eight cents (\$0.38) per kilometer from the Employee's residence to the Institution and return.

(7) Reporting-Pay (Article 25)

Amend Article 25 to read:

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

(8) Paid Holidays and Annual Vacation (Article 27 & Article 28)

Amend Article 27 and Article 28 to read:

- (a) Casual Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate for all hours worked on the Paid Holiday.
- (b) Casual Employees shall be paid, in addition to their Basic Rate of Pay, ten and six tenths percent (10.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Casual Employees shall be allowed up to three (3) weeks off, without pay for their vacation.

(9) Workers' Compensation (Article 30)

Amend Article 30 to read:

The provisions of Article 30.01 shall apply to Casual Employees.

(10) Leaves of Absence (Article 33)

Amend Article 33 to read:

Casual Employees will be entitled to time-off without pay in lieu of Bereavement Leave pursuant to Article 33.01.

(11) Salary Increments & Recognition of Previous Experience (Article 34)

Amend Article 34 to read

- (a) Salary increments shall be awarded on the completion of eighteen hundred and twenty seven (1827) hours worked in accordance with Salary Schedule of this Collective Agreement.
- (b) Unless otherwise changed by the operation of the terms of this Collective Agreement, a Casual Employee who has had a change in status to a Regular Employee within the same classification shall have his anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to the Employee's change in status.
- (c) When a newly hired Employee has experience satisfactory in the opinion of the Employer, the starting salary of the Employee may be adjusted in accordance with Article 34.03.

The Employer may implement the hours of work provisions as contained in Article 21: Hours of Work by giving the Employee(s) not less than twenty eight (28) calendar days written notice.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees  
Auxiliary Nursing**  
(hereinafter referred to as AUPE)

**RE: Hours of Work Provisions Relating to Employees at:**

- |                                      |                               |   |
|--------------------------------------|-------------------------------|---|
| • Former Alberta Mental Health Board | • Peter Lougheed Hospital     | • Rockyview General Hospital                |
| • Alberta Childrens Hospital         | • South Calgary Health Centre | • High River Hospital                       |
| • Vulcan Hospital                    | • Canmore Hospital            | • Claresholm Hospital                       |
| • Willow Creek Care Centre           | • Okotoks Care Centre         | • Black Diamond Hospital                    |
| • Strathmore Hospital                | • Didsbury Hospital           | • Little Bow Auxiliary Hospital (Carmengay) |

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Amend Article 21 to include:

- 21.10 An Employee shall not be required, without his agreement, to work a split shift.
- 21.11 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules.
- (b) A request by an Employee to work extended evenings or extended nights shall not be unreasonably withheld.
- (c) Employees scheduled to work rotating shifts shall, upon request, be scheduled day duty approximately one-third (1/3) of the time over the period of the shift cycle.

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On Behalf of the Calgary Health Region

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On Behalf of the Alberta Union of Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## LETTER OF UNDERSTANDING #4

### BETWEEN

**Calgary Health Region**  
(hereinafter referred to as the Employer)

- and -

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(hereinafter referred to as AUPE)

### **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.

#### **General Provisions Governing Multiple Positions**

1. An Employee is responsible for notifying her supervisor(s) that she is employed in multiple positions with the Employer,
2. All employees who are employed in multiple positions as of the date of ratification will be notified by the Employer of their positions and shall indicate by written response their primary position within twenty eight (28) days.
3. **An** Employee who holds multiple positions shall have her 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.
4. 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.
5. **An** Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one of the positions.
6. **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, she shall be given twenty-eight (28) days to resign or such lesser time as may be agreed between the Employer and the Union.

7. **An** Employee is required to notify and obtain approval, when necessary, from each of her managers for a leave of absence.
8. **An** Employee who holds multiple positions shall have the earliest "seniority date" recognized for the purposes of Article 15 Seniority.
9. Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first probationary period, with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the employee in her former positions.
10. 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.

#### Provisions for Employees with Multiple Part-Time Positions

11. Where determined to be operationally feasible by the Employer, Employees occupying two (2) or more Regular Part-time positions with the same annual hours (i.e., 1827, 2022.75 or 2088) within the same classification when the combined total equals 1.0 FTE, shall have their regularly scheduled hours in the Regular Part-time positions combined to create a full time position for the purposes of benefit eligibility, sick leave, named holidays, vacation accrual, and pension only.
12. 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.
13. Hours worked in Part-time positions in different classifications shall be considered separately for the purposes of increment accrual.
14. Employees occupying two (2) or more Regular Part-time positions with the same annual hours (i.e., 1827, 2022.75 or 2088) within the same classification when the combined total is less than 1.0 FTE, shall have their regularly scheduled hours in the Regular Part-time positions combined for the purposes of benefit eligibility and pension only.
15. Except as otherwise provided, each Part-time position shall be considered separately in determining eligibility for:
  - i) Article 16 Layoff and Recall
  - ii) Article 21 Hours of Work
  - iii) Article 26 Shift and Weekend Differential
  - iv) Article 27 Paid Holidays
  - v) Article 28 Annual Vacation



- vi) Article 39 Terms, Conditions and Benefits Applicable to Temporary Employees.
- vii) Article 40 Terms, Conditions and Benefits Applicable to Casual Employees.

The Employer reserves the right to deny or terminate multiple position situations based on operational requirement or health and safety factors.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees  
Auxiliary Nursing**  
(hereinafter referred to as AUPE)

**RE: Mutual Agreement to Adjust FTE's**

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;
- developing larger FTEs and more full-time positions; and
- the processing of any requests to adjust FTE's to be completed in a timely manner by both parties.

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 this Letter of Understanding.
  - (b) Where mutual agreement is reached in accordance with Point 1(a) above:
    - (i) regular hours of work for that classification within the bargaining unit shall not be reduced;

- (ii) amendments to FTE's 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 the posting provisions of Article 17, or the provisions of Article 16.
- 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 the day before the expiry date of this Collective Agreement. 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.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

- and -

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(hereinafter referred to as AUPE)

**RE: Working Alone**

WHEREAS the Employer and the Union recognize that working alone may be relevant to Occupational Health and Safety;

AND WHEREAS the circumstances of the work environment may vary between workplaces;

NOW THEREFORE it is the desire of the Employer and the Union to maximize employee safety according to the following provisions:

- Incidents of working alone shall be reviewed in accordance with Article **32**;
- The Union may place the issue on the agenda of the Occupational Health and Safety Committee;
- The committee may generate recommendations to minimize any remaining concerns specific to their workplace;
- These recommendations will be submitted to the Employer;
- If no action is taken within forty-five (**45**) days the matter shall be referred to the Regional Health Authority or Facility Board in accordance with Article **32.08**;
- Where appropriate, effective solutions will be shared with other facilities.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(hereinafter referred to as AUPE)

**RE Severance for Contracting Out and Technological Change**

Purpose

1. The Parties agree that the primary purpose of the Severance Program (the Program) is to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and to ensure quality and continuity of services. Severance is one of the human resources management tools to assist with contracting out and technological change.
2. **Contracting Out**
  - 2.1 The Parties recognize the important contribution the Employees make in the delivery of support services, and are committed to ensure job security where reasonably possible. To this end, it is understood by the parties that this Employer will consult with the Union as soon as reasonably possible and at a minimum, ninety (90) days prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.
  - 2.2 In the event of an adjustment, as outlined in 2.1, the Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary Leaves of Absence, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements, in order to minimize the impact on Employees.

Severance Offering and Eligibility

3. The Program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2008.

4. (a) Severance will be offered only as a result of contracting out and technological change that results in the permanent reduction in the number of Regular Employees within the bargaining unit.
  - (b) Employees on full layoff will not be eligible to apply for the Program.
  - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
5. The Program, when offered by the Employer, will be open to all eligible Regular Employees within the bargaining unit as of the date of the Program offering. An approved severance will be calculated as follows:
    - The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
    - Regular salary = (regularly scheduled hours of work as at date of application for the program) x (Basic Rate of Pay).
    - Partial years will be pro-rated.

#### Severance Approval

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

#### Operation of the Program

7. The Employer will only consider a severance application from an Employee on sick leave, WCB, STD or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
8. Regular Employees whose applications for the Program are approved will terminate their employment and have no right to recall under the layoff and recall article of the Collective Agreement.

9. (a) Employees whose application for severance are approved will not be eligible for rehire by this Employer or any Employer or agency funded directly or indirectly by the Employer paying the severance for the period of the severance.
- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom the severance was received the difference, if any, between the date they were terminated and the length of time for which the severance was paid.
10. Severance shall be provided at the request of the Employee as:
- a lump sum;
  - contribution to an RRSP of the Employee's choice;
  - any combination of the above; or
  - other provisions as agreed by the Employer and the Employee

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

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees  
Auxiliary Nursing**  
(hereinafter referred to as AUPE)

**RE Optional Mediation**

The Parties agree to the following:

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

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

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

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(hereinafter referred to as AUPE)

**RE: Administration of Educational Allowance**

The Parties agree as follows:

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

4. If a new Employee is hired into the classification outlined in Point 1 above, on or after the date of ratification, and the new employee has successfully completed one or more recognized courses or certificates as outlined in Point 2 above, upon provision of proof of qualifications to the Employer, such course work shall be recognized as one (1) yearly unit of previous experience, pursuant to Article 34.
5.
  - (a) **An** Employee who, during the term of this Collective Agreement, successfully completes one or more recognized courses or certificates as outlined in Point 2 above, shall be moved one increment. Such increment shall be paid from the date the Employee provides proof of qualifications to the Employer or from July 1, 2003, whichever is the later.
  - (b) For Regular Full-time Employees, the date as determined by 5 (a) above shall become the Employee's anniversary date for increment purposes.
  - (c) Part-time and Casual Employees shall be entitled to a further increment following the completion of one thousand eight hundred and thirteen point five (1813.5) hours worked from the date determined by 5 (a) above.
6. An Employee shall be eligible for a maximum of one increment increase in the application of this Letter of Understanding.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LETTER OF UNDERSTANDING #10

BETWEEN

Calgary Health Region  
(hereinafter referred to as the Employer)

- and -

Alberta Union of Provincial Employees  
Auxiliary Nursing  
(hereinafter referred to as AUPE)

RE: Employees on Educational Leave

Employees on Educational Leave, as of the date of ratification of his Agreement, as provided in former Collective Agreements that contained the following identical Educational Leave provision may continue to receive the benefits associated with being on such leave:

For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the condition provided in Article 27.08, shall be deemed to remain in continuous service of the Employer for the first twenty (20) months of such period of leave.

During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

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

\_\_\_\_\_  
On Behalf of the Calgary Health  
Region

\_\_\_\_\_  
On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(hereinafter referred to as AUPE)

**RE: Pension Plan Liability**

The parties are absolved of any past, present, or future liability arising out of pension plan language contained in any and all Auxiliary Nursing Collective Agreements, **and** agree they will not file or process any grievance in relation to the matter.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045 – Former Headwaters Community)

**RE Electronic Mail**

For those employees who work in the Rural Community and who are authorized to act on behalf of the Union, the Employer shall permit the Union to access and utilize the internal electronic mail system for communicating notices of meetings and other such notices which may be of reasonable interest to employees. The Union shall provide copies of notices to the Employer prior to electronic distribution, as the Employer reserves the right to require notices objectionable to the Employer be removed from the internal electronic mail system.

\_\_\_\_\_  
On Behalf of the Calgary Health  
Region

\_\_\_\_\_  
On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #13**

**BETWEEN**

**Calgary Health Region**

(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**

**Auxiliary Nursing**

(on behalf of AUPE, Local 045 – Former Headwaters Community)

**RE Responsibility Pay for Rural Community**

1. An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise at least twenty-five percent (**25%**) of the Employee's workload and regularly includes the supervision of and/or coordination of other Employees, shall be paid one dollar (\$1.00) per hour in addition to Employee's basic rate of pay.
2. An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise less than twenty-five percent (**25%**) of the Employee's workload and includes the supervision of and/or coordination of other Employees, shall be paid one dollar (\$1.00) per hour in addition to Employee's basic rate of pay for each hour that the additional responsibilities are assumed.
3. The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.
4. This allowance does not apply in circumstances where:
  - (i) the Employee is currently in a position in which her job description indicates responsibilities for contributing to the administration of program(s), the supervision of and/or coordination of other Employees; or
  - (ii) the Employee is already in receipt of an allowance under a local condition for responsibilities related to contributing to the administration of program(s), the supervision of and/or coordination of other Employees.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045 - Former Headwaters Community)

**RE: Relocation Time and Expenses for Rural Community Employees**

A regular Employee who at the request of the Employer, changes her place of residence within the boundaries of the Employer, may be granted up to three (3) days of leave with pay for the purpose of moving her personal effects. The cost of such move to be borne by the Employer.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #15**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045 - Former Headwaters Community)

**RE Hours of Work for Adult Day Program**

The Parties agree that during the term of this Collective Agreement, the hours of work **for** those Employees engaged in delivering care in Adult Day Programs shall be seven **and** one-half (7 1/2) hours per day. This is to recognize that due to the nature of the work, Employees while engaged in delivering care to clients, are not able to have scheduled lunch or coffee breaks.

\_\_\_\_\_  
On Behalf of the Calgary Health  
Region

\_\_\_\_\_  
On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF UNDERSTANDING #16**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045 – Former Headwaters Community)

**Re: Seasonal Closure – Adult Day Support Program –  
High River/Okotoks/Black Diamond Community Health Services**

The Adult Day Support Program will be closed during the following periods in each calendar year, commencing July 2004:

1. Three (3) consecutive weeks during the summer months of July or August.
2. Three (3) consecutive weeks during the Christmas holidays.
3. Periods of closure will be determined annually with no less than ninety (90) days notice, as mutually agreed between the Employer and the affected Employees; notice of the dates of the seasonal layoff closure(s) will be provided to the Union.
  - An Employee affected by the closure will be deemed to be on layoff for EI purposes. The Employee will not have any rights to the Articles pertaining to Recall and Displacement.
  - Any Employee who so chooses may use vacation leave during the period of closure.
  - An Employee absent on any paid leave on the day of closure shall continue on the status until the entitlement for such leave ceases.
  - An Employee who becomes ill during the closure shall not be entitled to access sick leave credits prior to the expiry of closure.
  - The FTE's of Employees at the time of closure will not be reduced as a result of the closure and Employees will maintain benefits as per that FTE.
  - Benefit coverage will continue during periods of closure. Arrangements will be made to pay any benefits premiums owing as a result of the closure.
  - Where possible any additional hours in the classification held by the Employee will be offered to those Employees affected by the closure.

- Those Employees wishing to work additional shifts will notify their supervisor in writing.
- All future postings will reflect the seasonal closure.
- Either Party may terminate this Letter of Understanding by providing to the other Party thirty **(30)** days notice in writing of such intent.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #17**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045 -- Former Alberta Mental Health)

**RE: Overtime Allowances for Employees in the former**  
**Alberta Mental Health Board**

Employees in the former Alberta Mental Health Board shall receive reimbursement for overtime related activities in accordance with the following:

- (a) An Employee who attends a overnight client recreational / therapeutic activity authorized by the Employer shall be paid, in addition to her basic rate for her normal shift, an allowance of twenty-five dollars (\$25.00) for each day in attendance at such activity. Participation by an Employee in such activity shall be voluntary.
- (b) Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for such expenses in accordance with current Region policy and rates.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #18**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045 – Former Alberta Mental Health)

**RE: Mental Health Aide Allowances for Education**

1. The Employer will recognize the following education relevant to the Mental Health Aide classification recognized by bona fide post-secondary educational institutions, and deemed acceptable by the Employer, by paying the hourly allowances listed below:

<u>Allowances for Education Allowance</u>	<u>Hourly</u>
Personal Support Aide Certificate	\$0.45
Mental Health Aide Certificate	\$0.45

2. Allowances referred to in the Article are not cumulative and an Employee shall be paid only for the highest qualification obtained.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #19**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045)

**RE: Salary Appendix Applicable to Ken Porter**

The Parties Agree that the following salary shall apply to Mr. Ken Porter, Urology Technician at the Rockyview General Hospital:

April 1, 2004	\$20.54
April 1, 2005	\$21.16
April 1, 2006	\$21.79
April 1, 2007	\$22.44

In the event that Mr. Porter ceases to be employed by the Employer in the position of Urology Technician, the provision of this Letter of Understanding shall become null and void.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #20**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045)

**RE: Employees on Sick, WCB, STD, LTD and Unpaid Leave of Absence  
on October 1, 2005 from the Former: AMHB, Headwaters Health Authority  
and Health Region 5**

The parties agree to maintain the following transitional provisions for Employees on Sick, WCB, STD, LTD and Unpaid Leave of Absence on October 1, 2005 from the Former: AMHB, Headwaters Health Authority **and** Health Region 5.

**1. ARTICLE 28: SICK LEAVE**

Employees who are receiving sick leave pay prior to October 1, 2005, will continue to be compensated in accordance with the previous sick leave provisions until their return to work. Upon their return to work, employees will have a sick leave bank established in accordance with points (a) and (b), less days during that period of illness.

- (a) Effective the date of return to work, the following transitional provisions will be used to move Employees from the existing Sick Leave Plan. Regular Full-time Employees shall have a sick leave bank established as follows:
  - (i) Employees with at least one (1) full year of service with the Employer as a regular Employee: eighteen, (18) working days sick leave credit; or
  - (ii) Employees with at least two (2) full years of service with the Employer as a regular Employee: thirty-six (36) working days sick leave credit; or
  - (iii) Employees with at least three (3) full years of service with the Employer as a regular Employee: fifty-four (54) working days sick leave credit; or
  - (iv) Employees with at least four (4) full years of service with the Employer as a regular Employee: seventy-two (72) working days sick leave credit; or

- (v) Employees with at least five (5) full years of service with the Employer as a regular Employee: ninety (90) working days sick leave credit; or
  - (vi) Employees with at least six (6) full years of service with the Employer as a regular Employee: one hundred and eight (108) working days sick leave credit; or
  - (vii) Employees with at least seven (7) full years of service with the Employer as a regular Employee: one hundred and twenty (120) working days sick leave credit.
- (b) For the purposes of this Letter, (a) (i) through (a) (vii), an employee who has eight (8) or more months remaining after the calculation of full years of service shall be credited for one (1) additional full year of service.
  - (c) Employees with less than one (1) full year of service with the Employer as a regular Employee shall have a sick leave bank established by calculating one point five (1.5) days of sick leave accrual per month of service, to a maximum of eighteen (18) working days sick leave credit.
  - (d) Regular Part-time Employees shall have a sick leave bank established in accordance with points (a) and (b) above, that will be pro-rated based upon their full-time equivalency as at September 30, 2005.
  - (e) Accrual and utilization of sick leave shall be administered in accordance with the provisions of Article 28: Sick Leave commencing the date of return to work.

**2. ARTICLE 30: EMPLOYEE BENEFIT PLANS**

Employees who were not actively at work due to illness or disability September 30, 2005 and continue to not be actively at work due to illness or disability, will continue to be covered by the benefit provisions in their previous Collective Agreement until such time that they return to active employment with the Employer. Benefit coverage under this Collective Agreement will commence upon their return to work subject to enrolment requirements.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #21**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045)

**RE: Lump Sum Payments**

The parties agree as follows:

1. Effective the date of ratification of this Collective Agreement, those Employees who did not receive a two percent (2%) increase to their pay scales effective the ratification date, shall receive two percent (2%) in the form of a lump sum as follows:

Two Percent (2%)	X	Hours paid between	X	Basic Rate of Pay on
		April 1, 2005 to		Date of Ratification
		March 31, 2006		

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF UNDERSTANDING #22**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045)

**RE: Vacation Transition**

The parties agree to the following:

Part-time employees who at the date of ratification of this Collective Agreement have part-time annual vacation provisions that provide for accruals or payouts that differ from those listed in Article 38.05 shall continue to receive the different vacation provisions until October 1, 2006.

\_\_\_\_\_  
On Behalf of the Calgary Health  
Region

\_\_\_\_\_  
On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #23**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045)

**RE: Article 15: Seniority**

The Parties agree that Article 15.01:

*15.01 Seniority for Regular Employees shall be established on the basis of a Regular Employee's service with the Employer, commencing with the latest date of employment within the Bargaining Unit.*

Should be interpreted to mean, that an Employee's latest date of hire with the Employer within the Bargaining Unit shall be the Employee's "seniority date".

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #24**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045)

**RE: Grandfathering Provisions for Part-Time Employees**

Part-time employees who at the date of ratification, are regularly scheduled less than 31 hours as per Article 1.01 (i) (4)(ii) and/or who have a FTE of less than 0.40 will continue to receive all benefits associated with their status as outlined in their applicable collective agreement prior to the ratification of this Collective Agreement.

At such time that these "positions" become vacant the provisions of the receiving agreement will come into effect.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #25**

**BETWEEN**

**Calgary Health Region**  
(hereinafter referred to as the Employer)

**- and -**

**Alberta Union of Provincial Employees**  
**Auxiliary Nursing**  
(on behalf of AUPE, Local 045)

**RE Advancement on Pay Scales for Identified Classifications**

The Parties agree as follows:

1. This Letter of Understanding shall apply to **an** Employee employed in the following classifications (Affected Employee):
  - (i) Licensed Practical Nurse
  - (ii) Operating Room Technician
  - (iii) Dental Assistant
  - (iv) Dental Assistant III
2. Effective April 1, 2006, step 7 shall be added to the pay grids of the affected employees. Effective April 1, 2007 step 8 shall be added to the pay grids of the affected employees.
3. Effective April 1, 2006, an Affected Employee shall advance one step on her pay scale (e.g., **an** Employee on Step 3 on March 31, 2006 shall advance to Step 4 on April 1, 2006).
4. Effective April 1, 2007, an Affected Employee shall advance one step on her pay scale (e.g., **an** Employee on Step 4 on March 31, 2007 shall advance to Step 5 on April 1, 2007).
5. For the purposes of paragraph 2 and 3 above:
  - (a) A Full-time Employee shall maintain her anniversary date and achieve a subsequent increment, if applicable, according to such anniversary date; and

(b) A Part-time or Casual Employee shall maintain her accumulated increment hours towards next increment upon being placed in the new step.

6. This Letter of Understanding expires on March 31, 2008.

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On Behalf of the Calgary Health  
Region

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On Behalf of the Alberta Union of  
Provincial Employees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

THE UNDERSIGNED HEREBY CERTIFY THAT THE FOREGOING COLLECTIVE AGREEMENT SETS FORTH PROPERLY THE TERMS AND CONDITIONS AGREED UPON IN NEGOTIATIONS.

On behalf of the CALGARY  
HEALTH REGION

On behalf of the ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

\_\_\_\_\_

\_\_\_\_\_  
Dan MacLennan, President

\_\_\_\_\_

\_\_\_\_\_  
Witness

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\_\_\_\_\_

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Date: \_\_\_\_\_

Date: \_\_\_\_\_