

ARTICLES OF A COLLECTIVE AGREEMENT

BINDING

**WCB-ALBERTA  
(MILLARD HEALTH)**

AND

**HEALTH SCIENCES  
ASSOCIATION OF ALBERTA**

FOR THE PERIOD  
JANUARY 1, 2012 TO DECEMBER 31, 2014

**HSA**A  
The Union of Healthcare Professionals

**WCB** Workers'  
Compensation  
Board  
*Alberta*

**14820 (02)**

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COLLECTIVE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN

**THE WORKERS' COMPENSATION BOARD**

a body corporate,  
(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA**

(hereinafter referred to as "Association")

OF THE SECOND PART

**PREAMBLE**

WHEREAS the parties acknowledge that their primary purpose is to provide efficient client care service leading to the effective rehabilitation of clients, and

WHEREAS the purpose of this Collective Agreement is to ensure harmonious relations exist between the Employer and the Employees and to establish mutually satisfactory working conditions,

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

**ARTICLE 1: DEFINITIONS**

In this Collective Agreement:

- 1.01 "Act" means The Public Service Employee Relations Act, R.S.A. 2000, c. P-43 as amended.
- 1.02 Compulsory Interest Arbitration" and "Collective Agreement Arbitration" shall be determined and take meaning from the sections of the Act dealing with the resolution of a difference or dispute.

- 1.03 "Anniversary Date", unless otherwise changed by the operation of the terms of this Collective Agreement, means the date that an Employee commenced employment as an Employee of the Workers' Compensation Board.
- 1.04 "Basic Rate of Pay" means the rate specified in the salary scales set out in Article 28 to which an Employee is entitled as compensation for services rendered exclusive of all allowances and premium payments.
- 1.05 "Business Quarter" means a period of time as determined by the Employer equal to three (3) calendar months.
- 1.06 "Millard Health" means the facility located at:
- 131 Airport Road  
Edmonton, AB  
T5G 0W6
- and any other location at which work is performed within the scope of Bargaining Certificate No. 1-81, issued by the Public Service Employee Relations Board.
- 1.07 "Employer" means the Workers' Compensation Board (WCB) and its designate as required.
- 1.08 "Employee" means a person hired to perform functions of a paramedical technical and/or paramedical professional nature in a classification included herein, or who is included in the bargaining unit defined as "All Employees when employed in a paramedical technical and/or paramedical professional capacity" as certified by the Public Service Employee Relations Board, and whose employment is designated as:
- (a) "Permanent Full-Time Employee", one who has or will be required to complete the specified probation period in Article 11 and who is continuously employed on a regularly scheduled basis in accordance with Article 21; or
  - (b) "Permanent Part-Time Employee", one who has or will be required to complete the specified probation period under Article 11 and who is continuously employed on a regularly scheduled basis. Permanent part-time Employees work fourteen (14) hours or more per week.

- (c) "Long Term Temporary Employee" means one who is hired for a term longer than six (6) months as relief or for a special project of limited duration. A Long Term Temporary Employee shall be covered by the terms and conditions of this Collective Agreement, except for the following:
- Article 18 (Layoff and Recall),
  - Article 19 (Position Abolishment),
  - Article 43 (Long Term Disability Plan),
  - Article 45 (Group Life Insurance), except after completion of one (1) year of continuous service, and
  - Article 46 (Pension Plan), except as required under the Public Service Pension Act.
- (d) "Short Term Temporary Employee" means one who is hired for six (6) months or less as relief or for a special project of limited duration. A Short Term Temporary Employee shall be covered by the terms and conditions of this Collective Agreement, except for the following:
- Article 18 (Layoff and Recall),
  - Article 19 (Position Abolishment),
  - Article 28 (Salaries)
  - Article 31 (Vacations), except that Article 31.09 is applicable,
  - Article 33 (General Policies Covering Leaves of Absence),  
except that Article 36 (Bereavement Leave) is applicable,
  - Article 41 (Health Benefits),
  - Article 42 (Sick Leave),
  - Article 43 (Long Term Disability),
  - Article 44 (Workers' Compensation),
  - Article 45 (Group Life Insurance),
  - Article 46 (Pension Plan), and
  - Article 51 (Seniority).
- (e) "Casual Employee" means one who:
- (i) is regularly scheduled for a period of three (3) months or less for a specific job, or
  - (ii) relieves for absences the duration of which is three (3) months or less, or
  - (iii) works on a call-in basis and is not regularly scheduled.



No casual Employee shall be scheduled without her consent. A casual Employee shall be covered by the terms and conditions of this Collective Agreement, except for the following:

Article 11 (Probationary Period),  
 Article 14 (Permanent Part-Time Employees),  
 Article 18 (Layoff and Recall),  
 Article 19 (Position Abolishment),  
 Article 21 (Hours of Work for Full-Time Employees), except that  
     Articles 21.03, 21.04, and 21.05 are applicable,  
 Article 28 (Salaries),  
 Article 31 (Vacations), except that Article 31.09 is applicable,  
 Article 32 (Named Holidays), except that Article 32.06 is applicable,  
 Article 33 (General Policies Covering Leaves of Absence),  
 Article 41 (Health Benefits),  
 Article 42 (Sick Leave),  
 Article 43 (Long Term Disability Plan),  
 Article 44 (Workers' Compensation),  
 Article 45 (Group Life Insurance),  
 Article 46 (Pension Plan), and  
 Article 51 (Seniority).

- 1.09 "Employer" shall also mean and include such Officers as may, from time to time, be appointed or designated by the Workers' Compensation Board to carry out its administrative duties.
- 1.10 "Layoff" means a separation from employment with the potential for future recall.
- 1.11 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 1.12 "Position Abolishment" means the permanent abolishment of an employment position.
- 1.13 "Red-Circling" means the Employee shall continue to receive his current salary in the higher paid classification until the salary of the lower paid classification passes his current salary.
- 1.14 "Seniority" is the measurement of the length of the period of employment and begins to accrue from the date the current period of continuous employment within the bargaining unit commenced.

- 1.15 "Gross Earnings" shall mean all monies earned by an Employee under the terms of this Collective Agreement.
- 1.16 "Shift" means a daily tour of duty exclusive of overtime hours.
- 1.17 "Vacation" means annual vacation with pay.
- 1.18 Throughout this Collective Agreement, a word used in the masculine gender applies also in the feminine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.
- 1.19 "Time Periods" means periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 32.

## **ARTICLE 2: TERM OF COLLECTIVE AGREEMENT**

- 2.01 The term of this Collective Agreement shall be from January 1, 2012 up to and including the 31st day of December 2014 and from year to year thereafter unless notice in writing is given by either party to the other party, not less than one (1) calendar month nor more than four (4) calendar months prior to the expiration date, of its desire to change or amend this Collective Agreement.
- 2.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall remain in full force and effect until procedures and/or acts contemplated by the Act for the resolution of disputes have been complied with.
- 2.03 Notwithstanding the above, the terms and conditions included within this Collective Agreement may be altered during its term by mutual written consent between the Association and the Employer.

## **ARTICLE 3: NO STRIKE OR LOCKOUT**

- 3.01 The Association agrees that during the life of this Collective Agreement, it will not be involved in nor will it condone or authorize a strike, slowdown, stoppage of work, picketing of the Employer's premises, or refusal to perform work, and no Employee shall be involved in such action.

- 3.02 If an Employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises or refusal to perform work during the life of this Collective Agreement, the Association shall instruct her to return to work immediately and perform her duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance. If the Employee does not return immediately, she may be deemed to have terminated her employment.
- 3.03 The Employer agrees that, during the life of this Collective Agreement, it will not sanction or authorize a lockout.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 The management of the Millard Health is vested exclusively in the Employer. All functions, powers, rights and authorities which the Employer has not specifically abridged, delegated or modified by way of the Agreement, are recognized by the Association.

Without limiting the generality of the foregoing, the Association acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

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

**ARTICLE 5: RECOGNITION AND ASSOCIATION BUSINESS**

- 5.01 The Employer recognizes the Association as the sole bargaining agent for Employees covered by this Collective Agreement.
- 5.02 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.
- 5.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Employer and the Association with a copy to the Chair of the Local Unit, and the Director, Human Resources.
- 5.04 An Employee shall not engage in Association business during her working hours without prior written permission of the Employer.
- 5.05 Any duly accredited Officer of the Association may be permitted on the Employer's premises for the purpose of transacting Association business provided prior permission to do so has been granted by the Employer.
- 5.06 The Chair of the Local Unit or her designate 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 Association, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and that a representative of the Employer may be present at the presentation. To facilitate orientations, a schedule of any formal orientation sessions regularly conducted by the Employer shall be provided to the Chair of the Local Unit. A list of new Employees within the bargaining unit scheduled to attend at such orientations, shall be provided to the Chair of the Local Unit no later than three (3) days prior to such sessions.
- 5.07 The name of the Employee acting as the Association representative shall be supplied in writing to the Employer before she is recognized as the Association representative. This representative shall be entitled to leave work to carry out her functions as provided in this Collective Agreement (such as but not limited to Group Representative duties,

attendance at disciplinary meetings, EMAC meetings, etc.) provided written permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the Supervisor. Such permission shall not be unreasonably withheld. This representative shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.

- 5.08 At the beginning of each calendar year, the Association will provide written confirmation to the Employer, of the names of the Association's representatives.
- 5.09 Representatives of the Association will be granted time off with pay in order to participate in collective bargaining with the Employer. HSAA agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an administrative charge of fifteen percent (15%).
- 5.10 Members of the Executive Council of HSAA will be granted time off with pay to attend meetings of the Executive Council. Time off will be requested in writing with as much advance notice as possible. HSAA agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an administrative charge of fifteen percent (15%).

## **ARTICLE 6: EMPLOYEE MANAGEMENT COMMITTEE**

- 6.01 A Joint Employee-Employer Committee shall be established. The purpose of the Joint Committee is to promote and to provide for effective and meaningful communications of information and ideas and to make recommendations on matters of mutual concern. Matters may be referred to the Committee by Employees or the Employer. Employees participating should do so in a constructive and professional manner, and should be able to do so without negative repercussions.

## **ARTICLE 7: OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- 7.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of Occupational Health, Safety and Accident Prevention. Required safety equipment and devices will be provided where necessary by the Employer.

- 7.02 The Millard Health and Safety Committee shall include at least one Employee representative appointed by the Health Sciences Association of Alberta, Local Unit.
- 7.03 When an issue has been submitted to the Occupational Health & Safety Committee, the parties will discuss the issue to determine if a formal meeting is required. If either party requests a formal meeting, the meeting will be scheduled as soon as possible.
- 7.04 The basic rate of pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Committee.
- 7.05 The Health and Safety Committee shall also consider measures necessary to protect the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or 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 the recommendations presented to the Employer. The Employer will reply in writing to the Health and Safety Committee within thirty (30) days of the receipt of the recommendation.

## **ARTICLE 8: MEMBERSHIP AND DUES**

- 8.01 Membership in the Association is voluntary.
- 8.02 Notwithstanding the provisions of Article 8.01, the Employer will deduct from the gross earnings (exclusive of Long Term Disability Benefits) of each Employee covered by this Collective Agreement, including Employees temporarily assigned to a non-union position of the Employer an amount equal to the dues as specified by the Association. Said deductions shall be forwarded to the Association, or its authorized representative, not later than the fifteenth (15th) day of the month following.
- 8.03 Dues shall be accompanied by a list showing for each of the Employees from whom deductions have been taken:

- (a) her name;
- (b) her home address;
- (c) her home phone number;
- (d) her employment status;
- (e) her increment level;
- (f) the amounts of the dues deductions, on an ongoing basis;
- (g) her work telephone number; and
- (h) her seniority date.

- 8.04 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.
- 8.05 The Association shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted, and the Employer shall not be required to effect a change in the rate more often than once in any calendar year.
- 8.06 The Employer agrees to supply the Association with a monthly statement indicating new Employees, Employees terminated, Employees reclassified, promoted or transferred outside the scope of this Collective Agreement, and any other changes of Employees' status.
- 8.07 The Employer will record the amount of Association dues deducted on the T-4 forms issued to an Employee for income tax purposes.

## **ARTICLE 9: BULLETIN BOARDS**

- 9.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location for the exclusive use of the Association to post notices of meetings and other notices which may be of interest to Employees. The Employer reserves the right to require that posted material objectionable to the Employer be removed from the bulletin board.

## **ARTICLE 10: NO DISCRIMINATION**

- 10.01 There shall be no discrimination, restriction, or coercion exercised or practiced by either party in respect to any Employee by reason of race, color, creed, national origin, political or religious affiliation, gender, sexual orientation, physical disability, mental disability, family status, marital status, age, nor by reason of membership or non-membership or lawful activity in the Association, nor in respect of an Employee or Employer exercising any right conferred under the Collective Agreement or any law of Canada or Alberta.

## **ARTICLE 11: PROBATIONARY PERIOD**

- 11.01 A newly hired Employee shall serve a probationary period of six (6) months worked, immediately following the date on which the current period of continuous employment commenced.
- 11.02 If, in the opinion of the Employer, the Employee is found to be unsatisfactory, the Employer will identify, in writing, any deficiencies and allow the Employee opportunity to correct them during the probationary period. Should the Employee's probationary period be extended, the Employer will advise the Association.
- 11.03 If, in the opinion of the Employer, the Employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure.
- 11.04 A temporary Employee who is appointed to a permanent position shall serve a six (6) month probationary period. At the discretion of the Employer, the probationary period may be reduced by up to six (6) months as a result of satisfactory performance in the temporary position.

## **ARTICLE 12: JOB DESCRIPTIONS; NEW CLASSIFICATIONS; CLASSIFICATION REVIEW**

### **12.01 Job Descriptions**

- (a) Copies of job descriptions will be on hand within the appropriate team/program/work unit and will be available to each Employee upon request.



- (b) The Employer will provide HSAA with a copy of job descriptions within the bargaining unit within five (5) days of whenever changes are made to the job descriptions.

## **12.02 New Classifications**

- (a) If the Employer creates a new classification which falls within the bargaining unit and which is not now designated in this Collective Agreement, it shall establish a salary scale based on the Employer evaluation program and give written notice of same to the Association.
- (b) If the Association fails to object in writing within thirty (30) calendar days of receipt of the notice from the Employer, the assigned salary scale shall be considered as established.
- (c) If the Association objects to the salary scale assigned by the Employer, and by negotiation succeeds in effecting a change, the amended salary scale shall be retroactive to the date the new classification was implemented.
- (d) Failing resolution of the difference by negotiation within sixty (60) calendar days of receipt of the notice from the Employer, the Association may submit the matter to a mutually acceptable single Adjudicator who is qualified in Wage Administration and Determination.
- (e) The Adjudicator shall meet and hear all pertinent matters from both the Employer and the Association and render a decision within thirty (30) calendar days of the first hearing.
- (f) The finding shall be final and binding on both parties. It shall be retroactive to the date the new classification was implemented.
- (g) Each of the parties shall bear the expense of its appointee to the Adjudication Board. The fees and expenses of the single Adjudicator shall be borne equally by the parties.

## **12.03 Classification Review**

- (a) An Employee who has good reason to believe that she is improperly classified may apply to her supervisor in writing to have her classification reviewed. The supervisor will give consideration

to such application and notify the Employee accordingly within thirty (30) calendar days.

- (b) Should the Employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between the Association and Employer or her delegate within thirty (30) calendar days.
- (c) Should the Employer and the Association not be able to agree on the appropriate classification within sixty (60) days of their first meeting, then they shall jointly submit the dispute to a mutually acceptable single Adjudicator who is qualified in Wage Administration and Determination.
- (d) The Adjudicator shall meet and hear all pertinent matters from both the Employer and the Association and render a decision within thirty (30) calendar days of the first hearing.
- (e) The finding shall be final and binding on both parties. It shall be retroactive to the date of the request for the classification review.
- (f) The Adjudicator shall only deal with the question of whether a position is appropriately classified within the Employer's evaluation program.
- (g) The Employer and the Association shall equally share the costs and expenses of the Adjudicator.

### **ARTICLE 13: PROMOTIONS AND VACANCIES**

13.01 Applications for newly created positions or promotions shall be made in writing to the Employer.

#### **13.02 Vacancies**

- (a) Where a permanent vacancy within the bargaining unit occurs in a Department, in an established position, or as a result of the creation of a new position or a temporary position of six (6) months or more, notice shall be posted for not less than five (5) working days in advance of making an appointment.

- (b) When circumstances require the Employer to fill a posted vacancy before the expiry of five (5) working days, the appointment shall be made on a temporary or relief basis only.
- (c) Subject to Article 13.03, vacancies shall be filled, whenever possible, by promotion from within Millard Health.
- (d) Notwithstanding Article 13.02(a), where it can be demonstrated there is no one on staff with the skills, experience or qualifications to fill a vacancy or new position, the Employer may take steps to advertise outside the Centre to fill the position without posting.
- (e) The notice of posting referred to in Article 13.02(a) shall contain the following information:
  - (i) duties of the position;
  - (ii) qualifications required;
  - (iii) hours of work (for information purposes only);
  - (iv) status of position (classification and FTE), and expected term if a temporary position; and
  - (v) salary.
- (f) The Employer shall forward to the Association and the Local Unit Chair copies of the posting of vacancies of all positions within the Bargaining Unit outlined in Article 13.02(a) within three (3) working days of the posting.

### 13.03 **Competitions**

- (a) In making a promotion, the determining factors shall be experience, performance, qualifications, and other relevant attributes, applicable to the position. For each vacancy, the Employer shall weight the criteria as applicable to the position and establish a documented grading system utilizing the criteria. The Employer shall grade all applicants and fully document all information and judgments which result in the grade for each candidate. Where these factors are determined by the Employer to be relatively equal, seniority shall be the deciding factor.
- (b) Applicants for a promotion or vacancy within the bargaining unit shall be informed in writing of the decision within seven (7) calendar days of the date of the appointment being made.

- (c) Upon request, an unsuccessful applicant will be provided with copies of:
- (i) the documentation relating to the grading system;
  - (ii) grades; and
  - (iii) all documentation which resulted in the grades for the applicants (including any interview notes).
- (d) A promotion shall be on a trial basis. The promoted Employee will be given a trial period of six (6) months in which to demonstrate her ability to perform the new tasks to the satisfaction of the Employer. Should such Employee fail to succeed during the above-mentioned trial period, the Employer will make a sincere effort to reinstate the Employee in her former position or, if such reinstatement is not possible, place the Employee in another suitable position at a rate of pay equivalent to that of her former position.
- (e) When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that step in the new scale which is next higher than her current rate or to the step which is next higher again, if such salary increase is less than the Employee's normal increment of the former salary scale. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, her salary shall be advanced to that step in the scale which is next higher than her current rate or, if such salary increase is less than the Employee's last normal annual increase, she shall be advanced to the step which is next higher again in the scale.
- (f) An Employee's anniversary date for the purpose of qualifying for an annual increment shall be changed as a result of a promotion to the date on which the promotion becomes effective.
- (g) An Employee who requests and is granted a transfer to a classification to which is assigned a lower salary scale will receive the rate of pay assigned to the position to which she has transferred.
- (i) In determining the step on the lower scale the Employer will place her at the step on the salary scale in accordance with her experience and service.

- (h) When for reason of ill health, the Employer and Employee agree to a transfer resulting in the Employee being assigned to a classification to which is assigned a lower salary scale, her rate may be “red-circled” for a period of twelve (12) months.
  - (i) After twelve (12) months, if the Employer and Employee agree to maintain the transfer on a permanent basis, the Employee will receive the rate of pay assigned to the position to which she has transferred.
  - (ii) The step on the lower salary scale will be determined in accordance with Article 13.03 (g).

#### **ARTICLE 14: PERMANENT PART-TIME EMPLOYEES**

- 14.01 All provisions of this Collective Agreement shall apply to a permanent part-time Employee according to time worked unless otherwise specified.

#### **ARTICLE 15: CHANGE OF STATUS**

- 15.01 A permanent Employee may give the Employer notice of a desire to decrease her regular hours of work on a permanent or temporary basis, at any time. If the decrease is on a temporary basis, the term will be subject to agreement between the Employee and the Employer.
- 15.02 The Employer will attempt to accommodate the request, subject to operational requirements, by determining if any vacancies exist, or are anticipated for the Employee to transfer into. Should it be denied, the employer shall provide reasons in writing.
- 15.03 If a suitable vacancy exists, the Employer may transfer the Employee into the vacant position without a posting under Article 13.
- 15.04 If no suitable vacancy exists, then the Employer will seek a posting waiver for a new position from HSAA, and upon receipt of the waiver, the Employer may transfer the Employee into the new position.
- 15.05 When a full-time Employee transfers to a part-time position:
  - (a) any unused vacation must be paid out;

- (b) any vacation used that is not yet earned shall be repaid by the Employee or deducted from their pay cheque; and
- (c) she will be provided with written confirmation stating a specific number of hours per shift cycle as her regular hours of work (FTE).

## **ARTICLE 16: TEMPORARY ASSIGNMENTS**

- 16.01 When an Employee is directed to perform the duties of a classification of greater responsibility, and where the Employee is deemed to have assumed the majority of the duties of this higher level position for at least three (3) consecutive workdays, she shall be paid the equivalent of one (1) increment on her regular scale or if she is at the top step of her range, she will receive an additional, four decimal zero percent (4.0%) of salary. In the event the temporary assignment is for a period greater than twenty (20) consecutive working days, the Employee shall be paid at the step in the higher pay grade at which she would have been paid had the assignment been a permanent promotion.
- 16.02 Where an Employee is directed to substitute on another job outside the scope of the bargaining unit, the provisions of Article 16.01 shall apply. When the Employer temporarily assigns the Employee to a position outside the scope of the bargaining unit, she shall continue to be covered by the terms and conditions of the Collective Agreement.
- 16.03 During periods of temporary assignment to a classification which is assigned a higher salary scale, an Employee so assigned shall receive any overtime or call-back premiums based on the higher basic hourly rate.

## **ARTICLE 17: EVALUATIONS AND HUMAN RESOURCES FILES**

- 17.01 The parties to this Collective Agreement recognize the desirability of Employee evaluations in accordance with written organizational requirements and accreditation guidelines, and:
- (a) all such evaluations shall be for the constructive review of the performance of the Employee and shall be in writing; and

- (b) meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice. The Employee shall sign her evaluation for the sole purpose of indicating that she is aware of its contents. Upon request, the Employee shall be given a copy of her evaluation document. The Employee shall have the right to respond in writing and her reply shall be placed in her Human Resources file.

- 17.02 An Employee's evaluation shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the Employee.
- 17.03 By appointment made at least one (1) working day in advance, an Employee may view her Human Resources file twice each year or when the Employee has filed a grievance. An Employee shall be entitled to be accompanied by an Association representative when viewing her Human Resources file. The Employee will not be permitted to view documents containing employment reference information or information relating to other Employees.

## **ARTICLE 18: LAY-OFF AND RECALL**

- 18.01 Prior to layoffs occurring, the parties will meet and discuss the appropriate application of Article 18.04 to the circumstances, including but not limited to:
- (a) the timing and specific process to be followed; and
  - (b) any other issue the parties deem appropriate.
- 18.02 In case it becomes necessary to reduce the work force by:
- (a) reduction in the number of Employees; or
  - (b) reduction in the number of regularly scheduled hours available to one or more Employees;

the Employer will notify Employees who are to be laid off ten (10) working days prior to layoff. If the Employee laid off has not been

provided with an opportunity to work ten (10) working days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the ten (10) working days during which work was not made available.

- 18.03 If the Employer proposes to layoff an Employee while she is on leave of absence, Workers' Compensation, or absent due to illness or injury, she shall not be served with notice under Article 18.02 until she has advised the Employer of her readiness to return to work.
- 18.04 Layoff is not a normal occurrence. Layoff shall be in reverse order of seniority, however the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining Employees who are not capable and qualified of performing the work required.
- 18.05 Employees shall be recalled in reverse order of layoff provided they are qualified and capable of performing the work required. The method of recall shall be by telephone and, if such is not possible, by written notice with confirmation of delivery sent to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible but not later than five (5) days following the date of the telephone call or six (6) days following the date of initial registration of the letter.
- 18.06 No new Employees will be hired while there are other Employees on layoff as long as laid off Employees can perform the work required.
- 18.07 In the case of a layoff in excess of one (1) month, the Employee's salary increment date shall be adjusted by the same amount of time as the layoff and the new salary increment date shall prevail thereafter.
- 18.08 In the case of a layoff in excess of one (1) month's duration, an Employee may make prior arrangements and be responsible for the payment of the full premiums of any benefit plans she is eligible to continue.

18.09 **Recall to Casual Work**

For the purpose of this clause "Casual Work" will mean:

- (a) work on a call in basis inside their classification which is not regularly scheduled;



- (b) regularly scheduled work for a period of three (3) month or less for a specific job; or
- (c) work to relieve for an absence the duration of which is anticipated to be three (3) month or less.

- 18.10 The Employer shall offer opportunities for casual work to laid off Employees in order of their seniority before assigning the work to another Employee, providing the laid off Employee is qualified and capable of performing the work required.
- 18.11 A laid off Employee may refuse an offer of casual work without adversely affecting her recall status.
- 18.12 An Employee who accepts an offer of casual work will be governed by the Collective Agreement provisions governing casual Employees. However, such Employee's recall status and seniority standing upon recall will not be affected by the period of casual employment.

## **ARTICLE 19: POSITION ABOLISHMENT**

- 19.01 Should the Employer find it necessary to abolish a position which is covered by this Collective Agreement, the Employer shall provide written notification to the affected Employee and the Association noting what positions are being abolished and the date such abolishment is to occur. The Association and the Employer will meet and discuss reasonable measures to protect the interests of Employees so affected. Further:
- (a) In the event notice of position abolishment is given under this Article and where alternate comparable employment with the Employer is not arranged, any Employees occupying such positions shall be terminated. However, the Employees affected shall be determined by reverse order of seniority and shall receive the following termination benefits:
    - (i) employees shall receive one (1) month notice for each full year of continuous employment to a maximum of twelve (12) months. Partial years of service shall be prorated accordingly in the calculation of notice. At the Employer's option, Employees may be given pay in lieu of notice. An affected

Employee may resign in writing at any time during the notice period and receive termination pay in lieu of notice for any remaining portion of the notice period; and  
(ii) employees with less than one (1) year of continuous service shall be provided notice or pay in lieu of notice prorated based on the above noted formula.

In the event the Employee works the notice period the Employer may, with the concurrence of the Employee, assign such Employee duties of a classification other than the Employee's normal classification.

- (b) If a job is secured at a lower paid classification the Employee's rate of pay shall be red-circled for a period of twelve (12) months from the date the Employee is placed into the lower paid classification, after which, the Employee's rate of pay shall be adjusted to the rate within the lower paid classification which most closely corresponds with the red-circled rate of pay.
- (c) If the Employer rehires the Employee during the period of notice or severance for which the Employer has made payment of severance or in lieu of notice in accordance with this part, the Employee shall repay to the Employer the difference, if any, in money based upon the difference in time between the period of unemployment, and the length of time for which payment of severance or in lieu of notice was made.

## **ARTICLE 20: RESIGNATION/TERMINATION**

- 20.01 An Employee shall give to the Employer fourteen (14) days' notice of her intention to terminate her employment.
- 20.02 A temporary Employee shall not have the right to grieve the termination of her employment upon the conclusion of her work assignment.
- 20.03 An Employee shall be deemed to have terminated her employment when:
  - (a) she is absent from work without good and proper reason and/or without the approval of the Employer;

- (b) she does not return from a leave of absence or vacation as scheduled; or
- (c) she does not return from layoff as required by Article 18.05 of this Collective Agreement.

20.04 An Employee who voluntarily leaves the employ of the Employer shall receive the wages and other monetary entitlements to which she is entitled as soon as the Employer can make the wages and other monetary entitlements available. In any event, the Employer will not delay receipt of wages beyond four (4) working days.

20.05 Where applicable, an Employee who does not successfully complete registration and/or licensing examinations after a maximum of two (2) rewrites shall be considered terminated.

20.06 Vacation Pay on Termination

- (a) If employment is terminated, and proper notice given, an Employee shall receive vacation pay in lieu of:
  - (i) the unused vacation earned during the previous vacation year at her basic rate, together with;
  - (ii) six percent (6%) if eligible for one hundred and eight decimal seventy-five (108.75) hours; or eight percent (8%) if eligible for one hundred and forty-five (145) hours; ten percent (10%) if eligible for one hundred and eighty-one decimal twenty-five (181.25) hours; or twelve percent (12%) if eligible for two hundred and seventeen decimal five zero (217.50) hours of her earnings at the basic rate of pay from the end of the previous vacation year to the date of termination.

20.07 Vacation taken in excess of what has been earned at the time of termination shall be deducted from final pay.

20.08 Notwithstanding other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice, pursuant to Article 20.01, such Employee shall receive vacation pay at the rate prescribed in the Alberta Employment Standards Code, Chapter E-9, R.S.A. 2000 covering vacations with pay, provided that this clause may be waived if termination is due to reasons acceptable to the Employer.

## **ARTICLE 21: HOURS OF WORK FOR FULL-TIME EMPLOYEES**

21.01 Regular hours of work for a full-time Employee shall be:

- (a) seven and one-quarter (7 ¼) hours per day; and
- (b) thirty-six and one-quarter (36 ¼) hours per week.

### 21.02 **Work Schedules**

Notwithstanding Article 21.01, flexible or modified hours of work may be implemented where mutually agreed between the Employer and the Employee.

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

- (a) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
- (b) where possible a minimum of one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;
- (c) at least twelve (12) hours off between the end of one shift and the commencement of the next shift;
- (d) not more than six (6) consecutive scheduled days of work; and
- (e) an Employee shall be aware that she may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week.

### 21.03 **Breaks**

- (a) Regular hours of work shall, as scheduled by the Employer, include two (2) rest periods of fifteen (15) minutes during each shift of seven and one-quarter (7 ¼) hours, and exclude an unpaid meal period of not less than forty-five (45) minutes, unless mutually agreed between the Employer and Employee.

- (b) Except for these breaks, hours of work shall be consecutive.
- (c) If an Employee is required to work and is recalled to duty during her meal period, compensating time off shall be provided later in the day, or she shall receive pay at the applicable overtime rate.

#### 21.04 **Shift Schedule Changes**

- (a) Unless otherwise agreed between the Employer and the Employee, changes to an Employee's regular shift schedule shall be implemented with the following criteria:
  - (i) change in start time of work of two (2) hours or less, requires a minimum of two (2) weeks notice;
  - (ii) change in start time of work of more than two (2) hours requires a minimum of four (4) weeks notice; and
  - (iii) change to a different scheduled day of work requires a minimum of six (6) weeks notice.
- (b) If, in the course of an Employee's regular shift schedule, the Employer makes changes to an Employee's scheduled days of work, days of rest, or start times, that are not on a continuing basis, a minimum of two (2) weeks notice is required, for purposes of responding to short term service requirements of the Employer that are not in excess of four (4) weeks duration.
- (c) When changes to shift schedules are made without following these guidelines outlined in Articles 21.04(a) and (b), overtime rate of two times (2x) her basic rate of pay shall apply for the first day of work of the changed schedule.

#### 21.05 **Employee Shift Trading**

Employees may exchange shifts, and/or days off with the approval of the Employer provided no increase in costs is incurred by the Employer.

## **ARTICLE 22: HOURS OF WORK FOR PART-TIME EMPLOYEES**

22.01 Regular hours of work for part-time Employees shall be:

- (a) up to thirty-six and one quarter (36 ¼) hours per week;
- (b) the ratio of workdays to non-workdays shall not exceed an average of 5:2, averaged at the end of each business quarter;
- (c) at least fourteen (14) hours per week; and
- (d) at the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle which constitute the regular hours of work for each part-time Employee. Such hours shall not be altered except by mutual agreement between the Employer and the Employee or by the operation of the provisions of the Collective Agreement.

### 22.02 **Additional Hours of Work for Part-Time Employees**

- (a) A part-time Employee may work additional hours from time to time.
- (b) Where a part-time Employee volunteers or agrees, when requested, to work additional hours, which are not designated as her scheduled days of rest, she shall be paid her basic rate of pay for such hours or, if applicable, at the overtime rate provided in Article 25 for those hours worked in excess of seven and one quarter (7 ¼) hours in a day.
- (c) An Employee required by the Employer to work on her scheduled day(s) of rest will receive two times (2x) her basic rate of pay.

This premium payment will cease and the Employee's basic rate of pay will apply at the start of her next scheduled shift, or additional hours worked pursuant to Article 22.02(b).

### 22.03 **Breaks**

- (a) Regular hours of work shall, as scheduled by the Employer, include one (1) rest period of fifteen (15) minutes in instances where the shift is less than seven and one quarter (7 ¼) hours but more than three and three quarter (3 ¾) hours and

exclude an unpaid meal break of not less than forty-five (45) minutes, unless mutually agreed between the Employer and Employee.

- (b) Except for these breaks, hours of work shall be consecutive. If an Employee is required to work and is recalled to duty during her meal period, compensating time off shall be provided later in the day, or she shall receive pay at the applicable overtime rate.
- (c) If an Employee is required to work and is recalled to duty during her meal period, compensating time off shall be provided later in the day, or she shall receive pay at the applicable overtime rate.

#### 22.04 **Shift Schedule Changes**

- (a) Unless otherwise agreed between the Employer and the part-time Employee, changes to a part-time Employee's regular shift schedule shall be implemented with the following criteria:
  - (i) change in start time of work of two (2) hours or less, requires a minimum of two (2) weeks notice;
  - (ii) change in start time of work of more than two (2) hours requires a minimum of four (4) weeks notice; and
  - (iii) changes to a different scheduled day of work requires a minimum of six (6) weeks notice.
- (b) If in the course of a part-time Employee's regular shift schedule, the Employer makes changes to a part-time Employee's scheduled days of work, days of rest, or start times, a minimum of two (2) weeks notice is required.
- (c) When changes to shift schedules are made without following these guidelines outlined in Articles 22.04(a) and (b), overtime rate of two times (2x) her basic rate of pay, shall apply for the first day of work of the changed schedule.

#### 22.05 **Employee Shift Trading**

Employees may exchange shift and/or days off with the approval of the Employer provided no increase in costs is incurred by the Employer.

**ARTICLE 23: HOURS OF WORK FOR CASUAL EMPLOYEES**

23.01 Hours of work for a casual Employee shall be:

- (a) up to seven and one quarter (7 ¼) hours per day; and
- (b) up to thirty-six and one-quarter (36 ¼) hours per week.

Flexible or modified hours of work may be implemented where mutually agreed between the Employer and Employee.

**ARTICLE 24: SHIFT DIFFERENTIAL**

24.01 Effective the date of ratification of this Collective Agreement, a shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid in addition to the basic rate of pay to:

- (a) employees working a shift wherein the majority of the hours of such shift falls within the period seventeen hundred (1700) hours to zero seven hundred (0700) hours; or
- (b) employees for each regularly scheduled hour worked between seventeen hundred (1700) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between seventeen hundred (1700) hours and zero seven hundred (0700) hours.

**ARTICLE 25: OVERTIME**

25.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of her regularly scheduled hours of work. Overtime worked will be paid at two times (2x) the Employee's basic hourly rate of pay thereafter, exclusive of meal periods if taken. The rate of two times (2x) the Employee's rate shall continue until her next regular work period commences.

25.02 An Employee required by the Employer to work on her scheduled day(s) off will receive two times (2x) her basic hourly rate of pay for hours worked thereafter. This premium payment will cease and the Employee's basic rate of pay will apply at the start of her next regular working period.



- 25.03 By mutual agreement between the Employer and Employee, time off at the applicable overtime rate may be granted in lieu of overtime pay.
- 25.04 Requests for authorization for overtime after the fact shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

## **ARTICLE 26: PROTECTIVE CLOTHING**

- 26.01 When an Employee is required to wear protective clothing in the course of her work, it shall be the responsibility of the Employer to provide and launder such clothing. When the Employee is required to wear Personal Protective Equipment in the course of her work, the Employer shall either provide such equipment or shall reimburse the Employee in accordance with the Employer policy.

Provisions in the Employer's policy restricting payment for specific Employees shall not apply.

- 26.02 Employees who realize damage to their clothing directly caused by the conditions of their employment shall have that clothing replaced or repaired by the Employer unless the damage is caused by the Employee's refusal to wear protective clothing. Normal wear and tear shall not be considered the responsibility of the Employer.

## **ARTICLE 27: TRAVEL AND SUBSISTENCE**

- 27.01 In those situations that require an Employee to use a private automobile on the Employer's business, the Employee will be reimbursed at the rate established for all Employees of the Employer.
- 27.02 Should an Employee covered by this Collective Agreement be required to travel outside the City of Edmonton on the business of the Employer, the Employee will be reimbursed according to the current policy of the Employer. The Employee will be made aware of the details of this policy and the necessary procedures to be followed in claiming these expenses.

**ARTICLE 28: SALARIES**

- 28.01 Both parties to this Collective Agreement recognize that an Employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an increment may be withheld. Where an increment is withheld, the Employee shall be so advised, in writing, and her performance will be reevaluated on a month-to-month basis. After she reaches a satisfactory performance level, the increment shall be granted as of that date, however, her anniversary date for increment purposes shall not be changed.
- 28.02 Basic monthly salary scales and merit performance increments as set out hereinafter shall be applicable to an Employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit.
- 28.03 The parties to this Collective Agreement acknowledge that local organization and operation vary according to circumstances and that it may be necessary to establish additional classifications and salary levels to those stated in Article 28.04. In such situations, the provisions of Article 12 apply.
- 28.04 Monthly Salary Scales - See Appendix "A".
- 28.05 Salary reviews will be conducted annually subject to Article 28.01.
- 28.06 An Employee who terminates her employment with the Employer prior to the signing of this Collective Agreement shall be entitled to retroactive pay for the applicable general salary increase, for the period she was employed between January 1, 2012 and her termination date, provided application for such retroactive pay is made in writing on termination but no later than sixty (60) days after the signing of this Collective Agreement by the Employer.
- 28.07 An Employee who has completed the required training in any of the classifications covered by this Collective Agreement, and who is awaiting registration examinations or results of same, shall be paid the starting rate of the classification.
- 28.08 The Employer will recognize long and faithful service in accordance with its Long Service Policy for all Employees.

**ARTICLE 29: RECOGNITION OF PREVIOUS EXPERIENCE**

- 29.01 Salary recognition shall be granted for work experience satisfactory to the Employer (including experience in the private sector), provided not more than four (4) years have elapsed since such experience was obtained as outlined in the following guidelines:
- (a) one (1) annual increment for one (1) year experience within the last five (5) years;
  - (b) two (2) annual increments for two (2) years experience within the last six (6) years;
  - (c) three (3) annual increments for three (3) years experience within the last seven (7) years;
  - (d) four (4) annual increments for four (4) years experience within the last eight (8) years;
  - (e) five (5) annual increments for five (5) years experience within the last nine (9) years; or
  - (f) six (6) annual increments for six (6) years experience within the last ten (10) years.
- 29.02 Further increments for previous experience may be granted at the discretion of the Employer.

**ARTICLE 30: OVER/UNDER PAYMENTS**

- 30.01 In the event that an Employee is over or under compensated by an error on the part of the Employer by reason of salary payment for:
- (a) vacation benefits;
  - (b) sick leave benefits; or
  - (c) salary;

the Employer may commence correction of such compensation error in the month immediately following the date when the Employee or Employer first became aware of the error. With respect to overpayments, repayment arrangements between the Employer and the Employee may be made by agreement. In the event a mutual arrangement cannot be made, the Employer shall recover the overpayment by deducting up to ten percent (10%) off the Employee's gross earnings per pay period. If an underpayment is brought to the attention of the Employer by the Employee, and that underpayment is not corrected by the second pay day following the date of discovery of the error, or the date on which the Employee ought reasonably to have discovered the error, the Employee shall have ten (10) days to file a grievance under Article 48.

- 30.02 In the event of over/under payments, where requested by the Employee, the Employee shall be provided with details of all calculations.

### **ARTICLE 31: VACATIONS**

- 31.01 All full-time Employees (permanent and long-term temporary), shall earn entitlement to vacation.
- 31.02 During the first (1st) and each subsequent year of continuous full-time employment, an Employee shall earn entitlement to vacation on a basis of nine decimal zero six (9.06) hours for each month worked to a maximum of one hundred and eight decimal seventy two (108.72) hours.
- 31.03 Upon completion of the sixth (6th) and each subsequent year of continuous full time employment, an Employee shall earn entitlement to vacation on a basis of twelve decimal zero eight (12.08) hours per full month worked to a maximum of one hundred and forty four decimal ninety six (144.96) hours.
- 31.04 Upon completion of the sixteenth (16th) and each subsequent year of continuous full time employment, an Employee shall earn entitlement to vacation on a basis of fifteen decimal one (15.1) hours per full month worked to a maximum of one hundred and eighty-one decimal twenty (181.20) hours.
- 31.05 Upon completion of the twenty-fourth (24th) and each subsequent year of continuous full time employment, an Employee shall earn entitlement to vacation on a basis of eighteen decimal thirteen (18.13) hours per full

month worked to a maximum of two hundred and seventeen decimal five six (217.56) hours.

- 31.06 Vacation entitlements shall not be cumulative. Vacation shall be taken in the calendar year in which it is earned. The Employer may approve a request for a carry-over of vacation into the following calendar year as follows:

Entitlement	Permitted Carry-Over
108.72 hours	36.25 (36 ¼) hours
144.96 hours or more	72.50 hours

Employees may use up to one (1) week of their vacation as they wish. The remainder must be taken in periods of not less than thirty six and one-quarter (36 ¼) hours.

- 31.07 Unless given four (4) weeks' advance notice of an alteration of her scheduled vacation period, an Employee required by the Employer to work in her vacation period will receive two times (2x) her basic rate of pay for hours worked. This premium payment will cease and the Employee's basic rate of pay will apply at the start of her next regularly scheduled day. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the Employee will be granted equivalent time off in lieu thereof within thirty (30) days of return to work from vacation. With the approval of the Employer, an Employee may elect to receive regular pay in lieu of the aforementioned time off.

The Employer shall be responsible for all non-refundable costs related to alteration or cancellation of the vacation.

- 31.08 An Employee, on the effective date of this Collective Agreement, who was entitled to vacation in excess of that set out in this Article, shall retain same.
- 31.09 Short-term temporary and casual Employees shall be paid six percent (6%) of their basic rate of pay for each hour worked, to be included on each month-end pay cheque in lieu of paid vacation.
- 31.10 All permanent part-time and long-term temporary part-time Employees shall be paid vacation pay on each month-end cheque at the following rates:

- (i) six percent (6%) of their salary if their service is less than six years;
- (ii) eight percent (8%) of their salary after six years of service; and
- (iii) twelve percent (12%) of their salary after 16 years of service.

### 31.11 **Scheduling Vacation**

- (a) Each program/service area shall set out an annual date for Employees to make vacation requests. Seniority shall be considered where there is a dispute regarding preference for the time when vacations are to be taken. The vacation planner will include a deadline for submissions of requests and a date not greater than four (4) weeks by which vacation requests will be approved or denied.
- (b) Employees will make vacation requests by the deadline if they wish to exercise seniority on scheduling preferences. Requests received after this deadline shall be on a first-come, first-served basis and will be approved or denied within four (4) weeks of the request being submitted or as is reasonable based upon the date the vacation request was submitted.
- (c) In expressing their vacation preferences, subject only to operational requirements, Employees will have the right to exercise their seniority for a guarantee of vacation in only one (1) of three (3) "prime times". When an Employee exercises their seniority for vacation preferences in one of the three "prime time" periods, they shall not be allowed to exercise their seniority rights for the same timeframe in the next vacation year.

"Prime times" are defined as follows:

- (i) the first (1st) prime time (Easter) will be one (1) week before and one (1) week after Easter Sunday in each year;
- (ii) the second (2nd) prime time (Summer) will be between June 15 and September 15 in each year; and
- (iii) the third (3rd) prime time (Christmas) will be between December 15 and January 2 in each following year.

**ARTICLE 32: NAMED HOLIDAYS**

32.01 Full-time Employees shall be entitled to a day off with pay on or for the following named holidays:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One day: Christmas floater
August Civic Day	

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

- (a) the Municipal Government;
- (b) the Province of Alberta; or
- (c) the Government of Canada.

32.02 To qualify for a named holiday with pay, the Employee must:

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

32.03 An Employee required by the Employer to work on a named holiday shall be paid for all hours worked on the paid named holiday at one and one-half times (1½x) her basic rate plus:

- (a) one (1) day's pay; or
- (b) a mutually acceptable agreeable agreed day off with pay within thirty (30) days either before or after the holiday; or
- (c) by mutual agreement, a day added to her next annual vacation; or

(d) by mutual agreement, compensating time off for all scheduled overtime hours worked at two and one-half times (2 ½x) the hours worked to be taken within thirty (30) days of the named holiday unless the Employer approves a longer period.

32.04 No payment shall be due for a named holiday which occurs during:

(a) a layoff; or

(b) all forms of leave during which an Employee is not paid.

32.05 Subject to Article 32.02, when a named holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive an alternate day off at her basic rate of pay.

32.06 A permanent part-time, long-term part-time, short-term part-time or casual Employee shall be paid in addition to her basic rate of pay, with each month-end pay, five decimal zero percent (5.0%) of her basic hourly rate of pay, in lieu of the named holidays and floater holiday.

### **ARTICLE 33: GENERAL POLICIES COVERING LEAVES OF ABSENCE**

33.01 An application for leave of absence of greater than twenty two (22) working days shall be made in writing to the Employer sixty (60) calendar days in advance of such leave unless the Employer agrees to a lesser period. The application shall specify the requested dates and the reason for the leave. An approval shall not be unreasonably denied.

33.02 The Employer will acknowledge receipt of the request, in writing, within fourteen (14) calendar days of the Employees request.

33.03 Where possible, the Employer will communicate its decision a minimum of thirty (30) calendar days prior to the requested commencement of such leave, provided the Employee's written request is submitted a minimum of two (2) months prior to the leave.

33.04 Where approval is denied, the Employer will respond in writing and reasons shall be given.



- 33.05 An Employee who has been granted leave of absence of any kind and who overstays her leave without permission of the Employer shall be deemed to have terminated her employment.
- 33.06 In the case of leave of absence in excess of twenty two (22) working days' duration, an Employee may make prior arrangements and be responsible for the payment of the full premiums of any benefit plans she is eligible to continue.
- 33.07 In the case of a leave of absence in excess of twenty two (22) working days, an Employee shall cease to earn sick leave, vacation credits, termination benefits and long service awards. An Employee's increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter (except for educational leave defined in Article 35).
- 33.08 A leave of absence without pay of up to and including five (5) days per year to extend vacation time may be granted by the Employer. Leave of absence in excess of five (5) days shall not be unreasonably withheld.

Approval will be based on:

- (a) the circumstances of the request; and
- (b) whether it is practical and reasonable for the department to grant the request.

### **ARTICLE 34: EARNED TIME OFF**

- 34.01 Full-time Employees (permanent and long-term) are eligible to participate in the Earned Time Off (ETO) schedule. Participation is voluntary and is subject to management approval.
- 34.02 Full-time Employees who participate in the ETO schedule work seven hours and thirty-five minutes per day to earn one (1) day off per month.
- 34.03 An ETO day is taken in the 1st full month after it is earned.
- 34.04 ETO days may not be banked at the Employee's discretion but may be rescheduled subject to mutual agreement.

- 34.05 Either party may withdraw from the ETO schedule by providing notice as per Article 21.04.

### **ARTICLE 35: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL LEAVE**

- 35.01 A professional development allocation of thirty times (30x) the hourly rate of pay, shall be available for permanent Employees of zero decimal four (0.4) FTE or greater, as of January 1st each year. This fund can be used for: reimbursement of tuition costs, registration fees, materials, travel costs for professional development courses and reimbursement of required professional membership and licensing fees. Employees will also be able to access Leave of Absence (LOA) with pay up to fourteen and one-half (14.5) hours per year. It will remain the discretion of the Employer to approve educational requests based on operational requirements.
- 35.02 The professional development allocation will be pro-rated for new Employees or temporary employees granted permanent status during the course of a year. The allocation amount will be determined from the 1st of the next month following date of hire. For example, a new staff member hired on July 17th, the allocation amount would be calculated beginning on August 1st of that year and would be pro-rated for the remainder of that year. As such, the new staff member would be allocated professional development funds as follows: 30x their hourly rate x 5/12. It will remain the discretion of the Employer to approve educational requests based on operational requirements.
- 35.03 Should the Employer direct an Employee to participate in an instructional program during her normal day of work, such participation shall be without loss of earnings calculated at her basic rate of pay, and the Employer will reimburse prior approved expenses. Should the Employer direct a permanent full-time Employee to participate in an instructional program on her regularly scheduled days of rest, she shall be compensated at two times (2x) her basic rate of pay for time spent on authorized educational leave instructional time. All Employees shall be compensated at two times (2x) their basic rate of pay for all time spent on authorized training in excess of their normal daily hours of work. Alternatively, remuneration may be provided in the form of compensating time off at a mutually agreed upon time.

- 35.04 For the purpose of determining salary increments, an Employee shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) calendar months only of such period of leave. In the event the period of education leave continues for a period in excess of eighteen (18) months, an Employee's salary increment date shall be delayed by the amount of time that said leave exceeds eighteen (18) months and the newly established increment date shall prevail thereafter.
- 35.05 In the granting of leave of absence to enable Employees to participate in professional seminars, workshops and/or other programs that are conducted as a means of upgrading job-related knowledge and skills, the Employer shall endeavour to ensure that each Employee be given an equal opportunity to attend such educational programs.

### **ARTICLE 36: BEREAVEMENT LEAVE**

- 36.01 Bereavement leave of five (5) working days shall be granted in the event of the death of a member of the Employee's immediate family. Immediate family is defined as child, parent, brother, sister, fiancée, husband and wife (including common-law spouse-partner), step-parent, step-children, step-brother, step-sister.
- 36.02 Bereavement leave of three (3) working days shall be granted in the event of the death of other members of the Employee's family as follows: mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, guardian, grandparent, or grandchild.
- 36.03 Common-law spouse-partner shall be deemed to mean a man or woman who resides with the Employee and who was held out publicly as his/her spouse-partner for a period of at least one year before the death. For the purpose of bereavement leave, a person residing in one household or for whom the Employee is solely responsible shall be considered immediate family.
- 36.04 In the event of the death of a relative or a personal friend who is not immediate family, the Employer may grant time off with pay to attend the funeral service.

- 36.05 Where extensive travel is involved, bereavement leave may be extended by up to two additional days with pay if travel is in excess of three hundred twenty (320) kilometres one way from the Employee's residence for the purposes of attending the funeral.
- 36.06 While on bereavement leave, the Employee shall suffer no loss of earnings calculated on her basic rate of pay.
- 36.07 The Employer may approve reinstatement of up to five (5) days vacation (three (3) days plus two (2) days travel time) if there is a death in the Employee's immediate family while the Employee is on vacation.

### **ARTICLE 37: PARENTAL AND ADOPTIVE PARENT LEAVE**

- 37.01 An Employee who has completed her probationary period shall, upon her written request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the estimated date of delivery, or such shorter period as she may request, provided, however, that if in the opinion of the Employer, her ability to carry out her normal work assignments becomes limited, she may be placed on maternity leave earlier. Such leave shall be without pay and benefits and shall not exceed twelve (12) months unless an extension is granted by the Employer. Requests for extension shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.
- 37.02 Maternity leave shall be without pay and benefits except for the portion of leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of any of: Sick Leave, Employment Insurance Supplementary Unemployment Insurance Benefit (SUB) or Long Term Disability (LTD). During this period, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- 37.03 An Employee absent on maternity leave shall provide the Employer with six (6) weeks' written notice of her readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave, and at the same step in the salary scale, or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

- 37.04 An Employee who has completed her probationary period shall be granted leave of absence for a period of up to twelve (12) months in duration for the purpose of adopting a child provided that:
- (a) she makes written request for such leave at the time the application for adoption is approved; and
  - (b) she provides the Employer, where possible, with at least one (1) full working day's notice that such leave is to commence. Requests for extension shall not be unreasonably denied. Such extension when granted, shall not exceed an additional six (6) months.
- 37.05 A father-to-be who has completed his probationary period shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the Employee and Employer. Such leave shall be without pay and benefits and shall not exceed twelve (12) months.
- 37.06 An Employee absent on adoptive parent leave shall provide the Employer with six (6) weeks' written notice of readiness to return to work following which the Employer will reinstate her in the same position held immediately prior to taking such leave or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and with other benefits accrued to her at the date the leave commenced.

The provisions of Article 37.03 shall apply to the father-to-be.

### **ARTICLE 38: PERSONAL LEAVE**

- 38.01 Employees may encounter situations requiring their immediate attention during working hours. Personal Leave may be granted in accordance with the Employer's Policy.
- 38.02 Any other provisions of this plan will be determined solely by the Employer.

### **ARTICLE 39: ASSOCIATION BUSINESS**

39.01 Provided the efficiency of Millard Health shall not in any case be seriously disrupted, leave of absence without pay shall be granted by the Employer to an Employee elected or appointed to represent the Association at Conventions, Meetings, Workshops, Seminars and Schools provided the Employee gives the Employer five (5) working days' written notice for such leave or whatever lesser period the Employer may agree to. An approval shall not unreasonably be denied.

### **ARTICLE 40: COURT APPEARANCE**

40.01 An Employee required by law to appear in court as a witness for reasons arising from her employment, for jury selection, or as a member of a jury shall:

- (a) suffer no loss of regular earnings for the scheduled shifts so missed; and
- (b) be paid at her basic rate of pay for the hours of attendance at court on her scheduled day of rest and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling shall not be construed to be a violation of Article 21.02.

For purposes of clarification, a casual Employee shall be paid only for the hours of attendance at court. Any monies received by the Employee from the Court shall be paid over to the Employer.

40.02 When an Employee is required to attend Court for matters arising outside her employment, then she shall be granted a leave of absence without pay.

### **ARTICLE 41: HEALTH BENEFITS**

41.01 **Alberta Health Care Insurance Plan**

- (a) This plan provides basic coverage for medical and hospital expenses.
- (b) Where premiums are required, Employees pay the full premium for this plan.

41.02 **Extended Medical, Dental, Vision Care Plans and Health or Wellness Spending Account**

- (a) Extended Medical Plan  
This plan provides for partial coverage for prescription drugs and supplementary hospital and medical expenses.
- (b) Dental Plan  
This plan provides coverage for basic dental work and partial reimbursement for major work such as crowns and bridges. An option is available for orthodontics.
- (c) Vision Care Plan  
This plan provides partial coverage for the purchase or repair of glasses or contact lenses, and optical examinations.
- (d) Health or Wellness Spending Account  
This plan provides an amount to be used for discretionary health or wellness claims.

41.03 Notwithstanding Article 41.02, limitations to benefits and other provisions of these plans will be determined solely by the Employer Policy and the contract with the carrier.

41.04 This article applies only to permanent and long-term temporary Employees.

41.05 The Employer will pay the full amount of the claims and administration costs for these plans as outlined in the contract with the carrier, including any increases.

**ARTICLE 42: SICK LEAVE**

42.01 Sick leave is provided by the Employer for any legitimate health-related reason for being absent from work, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under The Workers' Compensation Act.

42.02 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which may respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.

42.03 After an Employee has completed three (3) months' continuous employment, she shall be entitled to sick leave pay to a maximum of six hundred and thirty-eight (638) hours and benefits in accordance with the schedule outlined in Article 42.07.

42.04 Employees may be required to submit satisfactory proof to the Employer of any health-related reason for being absent from work. Employees who abuse sick leave may be discharged.

42.05 **Leave of Absence and Sick Leave**

- (a) Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted during any leave of absence or lay-off.
- (b) Sick leave pay shall be granted for complications which arise from a pregnancy before and after completion of a maternity leave of absence provided that appropriate medical evidence supports such complications.

42.06 Employees are not eligible for sick leave for the first three (3) months of employment.

42.07 Sick leave entitlement shall be accrued in the following manner:

Service	Benefit Level	
	Hours @ Full Salary	Hours @ 90% Salary
More than Three Months but Less than One Year	159.5	478.5
One Year but Less than Three Years	319	319
Three Years but Less than Six Years	478.5	159.5
Six Years or More	638	---

42.08 No sick leave shall be granted for any illness which is incurred once an Employee commences her vacation. In that event, the Employee will be receiving vacation pay. However, sick leave shall be granted:



- (a) if an Employee becomes ill during her vacation period as stated in Article 42.09 below, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (b) for the period of sick time falling within a scheduled vacation period that the Employee becomes ill prior to the commencement of the scheduled vacation, if the Employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

42.09 Notwithstanding the provisions of Article 42.07, should an Employee be admitted to hospital as an "in-patient" or confined to her bed on the advisement of a physician during the course of her vacation, she shall be considered as being on sick leave for the period of hospitalization or confinement and subsequent period of recovery provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization or confinement. Vacation time not taken as a result of such stay in hospital or confinement shall be rescheduled to a mutually agreeable time.

42.10 Should an Employee be terminated or laid off while on sick leave, sick pay shall continue until sick leave is exhausted, or until recovery from the illness, whichever occurs first.

42.11 Exclusions from sick leave pay are:

- (a) an illness including use of drugs and/or alcohol, unless undergoing or awaiting a course of treatment for drug or alcohol abuse; or
- (b) an illness which is the result of service in the armed forces, or arising out of a criminal offense if found guilty by a criminal court.

42.12 In the case of a long-term temporary Employee who is in receipt of sick leave pay at the date of the anticipated termination of temporary employment, such sick leave pay shall cease.

**ARTICLE 43: LONG TERM DISABILITY PLAN**

43.01 The Employer will continue to provide for Employees covered by this Collective Agreement the Long Term Disability Plan that is currently in effect.

**ARTICLE 44: WORKERS' COMPENSATION**

44.01 When an Employee is unable to work due to a work-related injury, the Employee will be eligible for Workers' Compensation and retained on full salary for the period of temporary total disability in accordance with the Employer's Policy for all staff.

**ARTICLE 45: GROUP LIFE INSURANCE PLAN**

45.01 Group Life Insurance consists of:

- (a) basic compulsory coverage including accidental death and dismemberment;
- (b) optional additional Employee coverage; and
- (c) dependent coverage.

45.02 Limitations to the benefits and other provisions of this plan will be determined solely by Employer Policy and the contract with the carrier. Basic and dependent insurance is paid one hundred percent (100%) by the Employer.

**ARTICLE 46: PENSION PLAN**

46.01 The Employer shall provide retirement benefits for eligible Employees by way of participation under the Public Service Pension Act.

**ARTICLE 47: DISCIPLINE AND DISMISSAL****47.01 Just Cause**

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

**47.02 Notice of Disciplinary Action**

Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Association.

**47.03 Warning Letters**

Unsatisfactory performance or conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's records but not serious enough to warrant suspension or dismissal, may result in a written warning to the Employee with a copy to the Association within four (4) working days by facsimile and within five (5) working days by surface mail of the disciplinary action unless the Employee expressly requests in writing that a copy not be sent. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvements or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the Employee's performance so warrant.

**47.04 Suspension or Dismissal**

- (a) The procedure stated in Article 47.03 does not prevent immediate suspension or dismissal for just cause.
- (b) An Employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Association within two (2) working days unless the Employee expressly requests in writing that a copy not be sent.

- (c) An Employee who is dismissed shall receive wages and other monetary entitlements to which she is entitled as soon as the Employer can make the wages and other monetary entitlements available. In any event, the Employer will not delay receipt of wages beyond four (4) working days.

#### 47.05 **Documentation of Discipline**

- (a) Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- (b) An Employee who has been subject to disciplinary action may, after twenty-four (24) months from the date the disciplinary measure was initiated, request in writing to the appropriate Manager of Millard Health that her record be cleared of the disciplinary action. Such request may be granted provided the Employee's file does not contain any further disciplinary action during the twenty-four (24) month period. The Employer will confirm, in writing, to the Employee that such action has been effected.

### **ARTICLE 48: GRIEVANCE PROCEDURE**

#### 48.01 **Resolution of a Difference between an Employee and the Employer**

- (a) If a difference arises between an Employee and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee shall first seek to settle the difference through discussion with the Manager/Service Manager/Team Lead. Should the difference not be resolved in this manner, it may become a grievance and be advanced to the next level.
- (b) Director Review  
The grievance shall be submitted, in writing, by either the Association or the Employee to the Director, Millard Health or his designate within ten (10) working days of the act causing the grievance or within ten (10) working days of the time that the Employee could reasonably have become aware that a

violation of this Collective Agreement may have occurred. The grievance must be signed by the Employee and indicate the nature of the grievance, the Article(s) claimed to have been violated, and the redress sought with a copy to the Director, Human Resources.

Upon receipt of the grievance, the Director, Millard Health shall arrange to meet with the Association representative, with or without the Employee, to hear the details concerning the grievance. The Director or his designate should not be privy to the details of the dispute in question. The Director, Millard Health, or his designate, shall render his decision in writing, to the Association and the Employee within ten (10) working days of receipt of the written statement of grievance.

(c) Arbitration

Should the grievance not be resolved at the Director Review level, the Association may elect to submit the grievance to the arbitration. In this case, the Association shall notify the Employer in writing within ten (10) working days of the receipt of the decision of its desire to proceed to arbitration and at the same time name its appointee to the Arbitration Board. The Association shall supply a copy of the foregoing to the Director, Human Resources. By mutual agreement between the parties, in writing, a single Arbitrator may be appointed.

48.02 **Procedural Rules for Grievances**

- (a) Except in the case of dismissal, or while on suspension, during any and all proceedings outlined in this Article, and Article 49, an Employee shall continue to perform her duties.
- (b) A dismissal grievance shall be commenced at the Director Review level.
- (c) Neither the Employee nor an Executive Officer of the Local Unit of the Association who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting except in the case of an Arbitration hearing in which event no salary shall be paid.

- (d) An Employee shall be entitled to have any duly accredited Officer of the Association present during any meeting pursuant to this grievance procedure.

48.03 **Resolution of a Difference Between the Association and the Employer**

- (a) In the event that a difference arises between the Association and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement affecting all Employees or a group of Employees, the Association shall first attempt to resolve the matter through discussion with the Operations Manager, or his designate. Should the difference not be resolved in this manner, it may become a Policy Grievance. The Association shall submit a Policy Grievance, in writing, to the Director, Millard Health, with a copy to the Director, Human Resources, within fourteen (14) working days of the date of the act causing the grievance or within fourteen (14) working days of the time that the Association could reasonably have become aware that a violation of this Collective Agreement may have occurred indicating the nature of the grievance, the Article(s) of the Collective Agreement in dispute or allegedly violated and the redress sought, if any.
- (b) The Director, Millard Health, shall, upon receipt of a Policy Grievance, arrange to meet a representative of the Association, or her designate, to discuss the matter. The Director, Millard Health, shall render his decision, in writing, within fourteen (14) working days of receipt of the written statement of grievance.  
  
Should the grievance not be resolved, the Association may, within fourteen (14) working days of receipt of the decision of the Director, Millard Health, submit the Policy Grievance to Arbitration and shall advise the Director, Millard Health, accordingly, in writing, and name its appointee to the Arbitration Board. By mutual agreement between the parties, in writing, a single Arbitrator may be appointed.
- (c) The Association shall provide a copy of all correspondence pertaining to the Policy Grievance under Article 48.03(a) to the Director, Human Resources.

#### 48.04 **Grievance Time Limits**

- (a) Time limits may be extended by mutual agreement, in writing, between the Association and the Employer.
- (b) Should the Employee fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned, unless the parties to the difference have mutually agreed, in writing, to extend the time limit.
- (c) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

### **ARTICLE 49: ARBITRATION**

- 49.01 Within seven (7) days following receipt of notification pursuant to Article 48.01(c) or 48.03(b) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Association of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, endeavour to select a mutually acceptable Chair of the Arbitration Board. If they fail to agree, the Labour Relations Board shall be requested to appoint a Chair pursuant to the Act, upon the request of either party, or to appoint a single arbitrator.
- 49.02 The Arbitration Board or the single Arbitrator, shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chair of the Arbitration Board shall have authority to render an award with the concurrence of either of the other members. The award is final and binding upon the parties and upon any Employee affected by it and is enforceable pursuant to the Act.
- 49.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration, or single

Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to her seems just and reasonable in all circumstances.

- 49.04 Each of the parties shall bear the expenses of its appointee to the Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be borne equally by the parties.

### **ARTICLE 50: COPIES OF COLLECTIVE AGREEMENT**

- 50.01 The Employer shall provide a copy of the Collective Agreement to each new Employee upon commencement of their employment.
- 50.02 The Collective Agreement shall be printed by the Employer and the cost shall be shared equally between the parties.

### **ARTICLE 51: SENIORITY**

- 51.01 Seniority shall be the determining factor in:
- (a) preference of vacation time;
  - (b) layoffs and recalls, subject to the qualifications specified in Article 18; and
  - (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 13.
- 51.02 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when an Employee resigns or is terminated from her position with the Employer;
  - (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work; or



- (c) if an Employee does not return to work on recall to her former classification and full-time equivalency.

51.03 The Employer shall make a seniority list available to all Employees. This listing shall be provided monthly if there are Employees on layoff.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**THE WORKERS' COMPENSATION BOARD  
(hereinafter referred to as "WCB")**

**- and -**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA  
(hereinafter referred to as "Association")**

**RE: PAY FOR PERFORMANCE PROGRAM**

Whereas it is recognized that the Pay for Performance Program is offered by the Employer to Employees based on established criteria and the attainment of corporate or team based goals and objectives;

And whereas, HSAA recognizes that the members of the Bargaining Unit are in support of participating in the Pay for Performance Program, provided that an opportunity to fully discuss and understand said criteria is determined.

The parties agree as follows:

- (a) For the term of the agreement, the Employer will notify the Association every year by March 15th, what will comprise the Corporate Pay for Performance objectives and the Team Based Pay for Performance targets.
- (b) The Team Based Pay for Performance targets shall be developed in consultation with staff covered by this agreement.
- (c) HSAA will advise the Employer as to whether its members will:
  - (i) participate each year in the Pay for Performance Program as presented; or
  - (ii) not participate in the Pay for Performance Program at all within thirty (30) days of receiving the corporate objectives and the team based objectives from WCB of each year.
- (d) It is understood that if the HSAA agrees to participate in the Pay for Performance Program for each specific year, the higher of either the corporate or team based goal attainment will be used to calculate the percentage awarded.

- (e) Where not specified, the Employers policies on Pay for Performance will be applied.

This letter of understanding will expire on December 31, 2014.

ON BEHALF OF THE WORKERS'  
COMPENSATION BOARD

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

Date: June 14, 2012

Date: June 14, 2012

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**THE WORKERS' COMPENSATION BOARD  
(hereinafter referred to as "WCB")**

**- and -**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA  
(hereinafter referred to as "Association")**

**RE: EMPLOYER POLICIES**

The Employer will provide to the Association copies of all Policies referenced in the Collective Agreement and will provide updates as needed.

This letter of understanding will expire on December 31, 2014.

ON BEHALF OF THE WORKERS'  
COMPENSATION BOARD

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

Date:

June 14, 2012

Date:

June 14, 2012

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**THE WORKERS' COMPENSATION BOARD  
(hereinafter referred to as "WCB")**

**-and-**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA  
(hereinafter referred to as the "Association")**

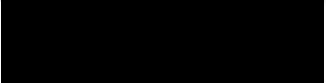
**RE: EXERCISE THERAPIST COMPENSATION REVIEW**

The parties hereby agree to enter into a process to review the Exercise Therapist classification. The process will include:

1. The parties shall each appoint two members to serve on a committee to review the current Exercise Therapist rate of pay.
2. The parties shall utilize an external classification and compensation expert to facilitate the process and assist the committee in coming to a resolution.
3. The parties shall, within 21 days of ratification of this Collective Agreement, mutually agree on the external expert to be utilized. Failing agreement within this time period, either party may apply to the Alberta Ministry of Human Services, Office of the Director of Mediation Services, to have the office appoint the external expert from the designated grievance arbitrator roster, using the same process of selection used to appoint arbitrators to decide grievances under collective agreements.
4. The full costs of the external expert, including information gathering and facilitating between the parties, and making a final and binding decision if necessary, shall be equally shared between the parties.
5. The committee shall, with the assistance of the external expert, create a classification specification for the Exercise Therapist classification, Physical Therapist classification, and Occupational Therapist classification, for benchmarking purposes only, that will enable the committee to assess the relative job responsibilities and functions of these classifications within the WCB, as well as being utilized as a tool for comparing the relative job responsibilities of the Exercise Therapists to similar positions external to the WCB in Alberta (both in the public and private sector).

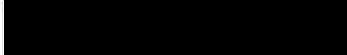
6. The committee shall, with the assistance of the external expert, review wage/salary information of Exercise Therapists at WCB against comparable positions within the public and private sectors in Alberta. The purpose of this review is to determine the appropriate pay classifications for WCB Exercise Therapists.
7. Through this process, the committee shall attempt to agree on the appropriate pay classification for Exercise Therapists. An outcome supported by at least three of the four committee members (excluding the external expert) shall constitute agreement on the part of the committee. Should the committee not be able to agree to the pay classification by April 30, 2013, then the external expert shall thereafter be required to render a final and binding decision in this regard by no later than May 31, 2013.
8. The wage rate ultimately agreed to or decided upon shall not be less than the current rate of pay (including negotiated annual increases) for Exercise Therapists in the WCB/Association Collective Agreement, and shall not be greater than the current rate of pay (including negotiated annual increases) for Physical/Occupational Therapists in the WCB/Association Collective Agreement.
9. Should the process result in a pay classification adjustment for Exercise Therapists, the effective date of the adjustment will be 30 days after the decision (imposed or agreed), and in any case, no later than July 1, 2013.

ON BEHALF OF THE WORKERS'  
COMPENSATION BOARD



Date: June 14, 2012

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA



Date: June 14, 2012

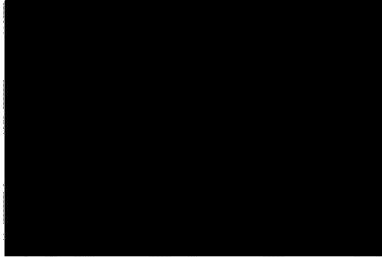
IN WITNESS WHEREOF the parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

ON BEHALF OF THE WORKERS'  
COMPENSATION BOARD -  
ALBERTA



Date: June 14/2012

ON BEHALF OF THE HEALTH  
SCIENCES ASSOCIATION OF  
ALBERTA



Date: June 14, 2012

**APPENDIX "A"**  
**HSA SALARY SCALE – JANUARY 1, 2012**

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
H1	Health Record Technician Library Technician	H101	53,737.08	55,932.72	58,148.16	60,539.64	63,049.20	65,715.36	68,675.64
		H102	4,478.09	4,661.06	4,845.68	5,044.97	5,254.10	5,476.28	5,722.97
			28,3985	29,5588	30,7296	31,9934	33,3196	34,7286	36,2931
H2	Technical Instructor I	H202	57,265.92	59,677.08	62,068.92	64,794.00	67,577.88	70,499.04	73,655.28
			4,772.16	4,973.09	5,172.41	5,399.50	5,631.49	5,874.92	6,137.94
			30,2634	31,5376	32,8016	34,2417	35,7129	37,2567	38,9247
H3	Health Record Administrator Testing Assistant	H302	60,951.36	63,460.92	66,283.80	68,950.32	71,832.00	75,008.04	78,360.36
		H303	5,079.28	5,288.41	5,523.65	5,745.86	5,986.00	6,250.67	6,530.03
			32,2110	33,5372	35,0290	36,4382	37,9611	39,6396	41,4112
H4	Exercise Therapist I	H401	62,657.28	65,166.36	67,656.24	70,361.88	73,106.52	75,949.08	79,379.88
			5,221.44	5,430.53	5,638.02	5,863.49	6,092.21	6,329.09	6,614.99
			33,1125	34,4385	35,7543	37,1842	38,6347	40,1369	41,9499
H4M	Physical Therapist I Occupational Therapist I	H4M03	67,744.80	70,458.00	73,149.84	76,074.96	79,042.56	82,115.88	85,825.68
		H4M04	5,645.40	5,871.50	6,095.82	6,339.58	6,586.88	6,842.99	7,152.14
			35,8011	37,2350	38,6575	40,2034	41,7717	43,3958	45,3564
H5	Exercise Therapist II Nurse	H501	68,950.32	71,871.24	75,008.04	77,693.76	81,183.48	84,810.24	88,633.44
		H513	5,745.86	5,989.27	6,250.67	6,474.48	6,765.29	7,067.52	7,386.12
			36,4382	37,9818	39,6396	41,0589	42,9031	44,8197	46,8402
H5M	Physical Therapist II Occupational Therapist II	H5M03	73,087.20	76,183.68	79,508.40	82,355.52	86,054.40	89,899.08	93,951.24
		H5M04	6,090.60	6,348.64	6,625.70	6,862.96	7,171.20	7,491.59	7,829.27
			38,6244	40,2608	42,0179	43,5225	45,4772	47,5090	49,6505
H6	Psychological Assistant (Masters)	H601	76,066.56	79,379.88	82,908.84	86,241.60	90,201.72	94,181.28	98,455.32
			6,338.88	6,614.99	6,909.07	7,186.80	7,516.81	7,848.44	8,204.61
			40,1990	41,9499	43,8149	45,5762	47,6690	49,7721	52,0308
H7	Psychologist I	H701	83,222.64	86,947.44	90,770.28	94,808.88	99,200.40	103,650.48	108,296.88
			6,935.22	7,245.62	7,564.19	7,900.74	8,266.70	8,637.54	9,024.74
			43,9807	45,9492	47,9694	50,1037	52,4245	54,7763	57,2318
H8	Psychologist II	H801	89,045.04	93,024.72	97,122.12	101,415.60	106,140.36	110,904.36	115,903.56
			7,420.42	7,752.06	8,093.51	8,451.30	8,845.03	9,242.03	9,658.63
			47,0577	49,1609	51,3262	53,5952	56,0921	58,6097	61,2517

**Note: Salary scales for 2012 represent a 2.5% increase from 2011**



### HSA SALARY SCALE – JANUARY 1, 2013

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
H1	Health Record Technician Library Technician	H101	55,080.60	57,331.08	59,601.96	62,053.20	64,625.52	67,358.28	70,392.60
		H102	4,590.05	4,777.59	4,966.83	5,171.10	5,385.46	5,613.19	5,866.05
			29.1085	30.2978	31.4979	32.7933	34.1527	35.5969	37.2004
H2	Technical Instructor I	H202	58,697.64	61,169.04	63,620.76	66,413.88	69,267.36	72,261.60	75,496.68
			4,891.47	5,097.42	5,301.73	5,534.49	5,772.28	6,021.80	6,291.39
			31.0200	32.3260	33.6217	35.0978	36.6058	38.1881	39.8978
H3	Health Record Administrator Testing Assistant	H302	62,475.24	65,047.56	67,941.00	70,674.12	73,627.80	76,883.28	80,319.48
		H303	5,206.27	5,420.63	5,661.75	5,889.51	6,135.65	6,406.94	6,693.29
			33.0163	34.3757	35.9048	37.3492	38.9101	40.6306	42.4465
H4	Exercise Therapist I	H401	64,223.76	66,795.60	69,347.76	72,120.96	74,934.24	77,847.84	81,364.44
			5,351.98	5,566.30	5,778.98	6,010.08	6,244.52	6,487.32	6,780.37
			33.9404	35.2995	36.6483	38.1138	39.6006	41.1403	42.9987
H4M	Physical Therapist I Occupational Therapist I	H4M03	69,438.48	72,219.48	74,978.64	77,976.84	81,018.72	84,168.84	87,971.40
		H4M04	5,786.54	6,018.29	6,248.22	6,498.07	6,751.56	7,014.07	7,330.95
			36.6962	38.1659	39.6240	41.2085	42.8160	44.4808	46.4903
H5	Exercise Therapist II Nurse	H501	70,674.12	73,668.12	76,883.28	79,636.20	83,213.16	86,930.52	90,849.36
		H513	5,889.51	6,139.01	6,406.94	6,636.35	6,934.43	7,244.21	7,570.78
			37.3492	38.9314	40.6306	42.0854	43.9757	45.9402	48.0112
H5M	Physical Therapist II Occupational Therapist II	H5M03	74,914.44	78,088.32	81,496.20	84,414.48	88,205.76	92,146.56	96,300.12
		H5M04	6,242.87	6,507.36	6,791.35	7,034.54	7,350.48	7,678.88	8,025.01
			39.5901	41.2674	43.0684	44.6106	46.6142	48.6968	50.8918
H6	Psychological Assistant (Masters)	H601	77,968.32	81,364.44	84,981.60	88,397.64	92,456.88	96,535.92	100,916.76
			6,497.36	6,780.37	7,081.80	7,366.47	7,704.74	8,044.66	8,409.73
			41.2040	42.9987	44.9103	46.7156	48.8608	51.0164	53.3316
H7	Psychologist I	H701	85,303.32	89,121.24	93,039.60	97,179.12	101,680.44	106,241.76	111,004.32
			7,108.61	7,426.77	7,753.30	8,098.26	8,473.37	8,853.48	9,250.36
			45.0803	47.0980	49.1687	51.3563	53.7352	56.1457	58.6626
H8	Psychologist II	H801	91,271.28	95,350.44	99,550.20	103,951.08	108,793.92	113,677.08	118,801.20
			7,605.94	7,945.87	8,295.85	8,662.59	9,066.16	9,473.09	9,900.10
			48.2342	50.3899	52.6094	54.9351	57.4944	60.0750	62.7830

**Note: Salary scales for 2013 represent a 2.5% increase from 2012**

### HSA SALARY SCALE – JANUARY 1, 2014

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
H1	Health Record Technician Library Technician	H101	56,733.12	59,051.04	61,390.08	63,914.88	66,564.36	69,379.08	72,504.48
		H102	4,727.76	4,920.92	5,115.84	5,326.24	5,547.03	5,781.59	6,042.04
			29,9818	31.2067	32.4429	33.7771	35.1773	36.6648	38.3165
H2	Technical Instructor I	H202	60,458.64	63,004.20	65,529.48	68,406.36	71,345.40	74,429.52	77,761.68
			5,038.22	5,250.35	5,460.79	5,700.53	5,945.45	6,202.46	6,480.14
			31.9506	33.2959	34.6304	36.1508	37.7040	39.3338	41.0948
H3	Health Record Administrator Testing Assistant	H302	64,349.52	66,999.00	69,979.32	72,794.40	75,836.64	79,189.80	82,729.08
		H303	5,362.46	5,583.25	5,831.61	6,066.20	6,319.72	6,599.15	6,894.09
			34.0068	35.4070	36.9820	38.4697	40.0774	41.8495	43.7199
H4	Exercise Therapist I	H401	66,150.48	68,799.48	71,428.20	74,284.68	77,182.32	80,183.28	83,805.48
			5,512.54	5,733.29	5,952.35	6,190.39	6,431.86	6,681.94	6,983.79
			34.9586	36.3585	37.7477	39.2573	40.7886	42.3745	44.2887
H4M	Physical Therapist I Occupational Therapist I	H4M03	71,521.68	74,386.08	77,228.04	80,316.24	83,449.32	86,694.00	90,610.56
		H4M04	5,960.14	6,198.84	6,435.67	6,693.02	6,954.11	7,224.50	7,550.88
			37.7971	39.3109	40.8128	42.4448	44.1005	45.8152	47.8850
H5	Exercise Therapist II Nurse	H501	72,794.40	75,878.28	79,189.80	82,025.40	85,709.64	89,538.48	93,574.92
		H513	6,066.20	6,323.19	6,599.15	6,835.45	7,142.47	7,461.54	7,797.91
			38.4697	40.0995	41.8495	43.3480	45.2950	47.3185	49.4516
H5M	Physical Therapist II Occupational Therapist II	H5M03	77,161.92	80,431.08	83,941.20	86,946.96	90,852.00	94,911.00	99,189.24
		H5M04	6,430.16	6,702.59	6,995.10	7,245.58	7,571.00	7,909.25	8,265.77
			40.7778	42.5055	44.3605	45.9489	48.0126	50.1577	52.4186
H6	Psychological Assistant (Masters)	H601	80,307.48	83,805.48	87,531.12	91,049.64	95,230.68	99,432.00	103,944.36
			6,692.29	6,983.79	7,294.26	7,587.47	7,935.89	8,286.00	8,662.03
			42.4402	44.2887	46.2576	48.1171	50.3266	52.5469	54.9316
H7	Psychologist I	H701	87,862.44	91,794.96	95,830.80	100,094.52	104,730.96	109,429.08	114,334.56
			7,321.87	7,649.58	7,985.90	8,341.21	8,727.58	9,119.09	9,527.88
			46.4327	48.5110	50.6438	52.8970	55.3473	57.8301	60.4225
H8	Psychologist II	H801	94,009.44	98,211.00	102,536.76	107,069.64	112,057.80	117,087.48	122,365.32
			7,834.12	8,184.25	8,544.73	8,922.47	9,338.15	9,757.29	10,197.11
			49.6813	51.9017	54.1877	56.5832	59.2193	61.8773	64.6665

**Note: Salary scales for 2014 represent a 3% increase from 2013**



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