

Collective Agreement

between

The Health Sciences Association of Alberta
(All Employees)

-and-

1438690 Alberta Ltd.
O/A Mosaic Primary Care Network

April 1, 2023 – March 31, 2027

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THIS COLLECTIVE AGREEMENT made this 16 day of January A.D. 2024.

BETWEEN

Mosaic Primary Care Network
(hereinafter referred to as the "Employer")

-and-

HEALTH SCIENCES ASSOCIATION OF ALBERTA
ALL EMPLOYEE UNIT
(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

WHEREAS the Parties acknowledge that their primary purpose and responsibility of the Employees and the Employer is to provide quality and efficient patient care; and

WHEREAS the Parties believe this purpose can be achieved most readily by promoting and maintaining harmonious relationships between the Employer, Employees and the Union; and

WHEREAS the Parties recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties; and

WHEREAS the Parties are desirous of concluding a Collective Agreement for the purpose of establishing terms and conditions of employment for the Employees and a mechanism for finding resolution to issues of mutual concern in a manner which is fair and reasonable.

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: TERM OF COLLECTIVE AGREEMENT

1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Health Sciences Association of Alberta and Mosaic Primary Care Network exchange notice of ratification by their principals of this Collective Agreement, up to and including the thirty-first (31st) day of March 2027, and from year-to-year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.

- 1.02 Where notice is served by either party under the Labour Relations Code to commence Collective Bargaining, this Collective Agreement shall continue in full force and effect until either:
- (a) a settlement is agreed upon and a new Collective Agreement is ratified; or
 - (b) if a settlement is not agreed upon, a new Collective Agreement is executed as provided in the Labour Relations Code; or
 - (c) a strike or lockout commences.
- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules that they would have received but for the termination of employment, upon the submission of a written application to the Employer within ninety (90) calendar days of the ratification of the Collective Agreement.

ARTICLE 2: DEFINITIONS

- 2.01 “Code” means The Labour Relations Code as amended from time to time.
- 2.02 “Arbitration” shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 “Union” means The Health Sciences Association of Alberta.
- 2.04 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of the premium payable as set out in Article 18.01, but exclusive of all other allowances and premium payments.
- 2.05 “Annual Hours” is two thousand and twenty-two point seven five (2022.75) hours for full-time Employees.
- 2.06 “Employee” means any person employed in the bargaining unit referred to in Article 4.01. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40.
- 2.07 All Employees will be designated as follows:
- (a) “Regular Employee” is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) “full-time Employee” is a regular Employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;

(ii) "part-time Employee" is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.

(b) "Casual Employee" is a person who:

- (i) works on a call-in basis and is not regularly scheduled; or
- (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
- (iii) relieves for an absence the duration of which is three (3) months or less.

(c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:

- (i) for a specific job of more than three (3) months and less than eighteen (18) months; or
- (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
- (iii) to replace a full-time or part-time Employee who is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
- (iv) Temporary positions may be extended by mutual agreement between the Employer and the Union. Where possible extension requests shall be submitted to the Union in writing thirty (30) days prior to expiry. Such agreement shall not be unreasonably withheld.

2.08 "Employer" shall also mean and include such Officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties.

2.09 "Site" means the building or series of proximate buildings established by the Employer as a designated work location for Employees.

2.10 "Shift" means a daily tour of duty exclusive of overtime hours.

2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.

2.12 Throughout this Collective Agreement, a word used in the singular applies also in the plural and vice versa.

2.13 "Board" means the Board of Directors of the applicable organization.

2.14 "Steward" means an Employee of the Employer designated by the Union to act as an Employee representative in the administration of the Collective Agreement.

2.15 "Local Unit Representative" means a Union member and Employee of the Employer who has been appointed to the Local Unit.

2.16 "Residence" means current residence as documented in Employer payroll records.

ARTICLE 3: MANAGEMENT RIGHTS

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

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

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

ARTICLE 4: RECOGNITION AND UNION BUSINESS

4.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees employed in the unit as defined by the certificate (217-2018) issued by the Labour Relations Board, and any amendments thereto.

4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

4.03 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 Union.

4.04 An Employee shall not engage in Union business during their working hours without prior permission of the Employer.

- 4.05 Any duly accredited Officer employed by the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.
- 4.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the probationary period or at the orientation of new Employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. The Employer shall notify the Union two (2) weeks in advance of the orientation where practicable.
- 4.07 The name of the local unit representatives shall be supplied in writing to the Employer before they are recognized as a Union representative. A representative of the Union shall be entitled to leave work to carry out their functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the Supervisor/Manager. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.

4.08 **Stewards**

- (a) An Employee authorized by the Union to act as a Steward shall provide a copy of such authorization to their Supervisor/Manager upon such appointment. The Union shall provide a list of all Stewards inclusive of their level within the program, on an annual basis and at the request of the Employer.
- (b) The Steward shall be allowed reasonable time while on duty without loss of regular earnings to perform their duties. Steward duties may include:
- (i) Accompanying an Employee at a formal investigation or disciplinary meeting called by the Employer.
 - (ii) Processing grievances including preparation and attendance at grievance hearings.
 - (iii) Meeting with new Employees consistent with Article 4.06.
- (c) It is the sole responsibility of the Union to arrange the attendance of a Steward for 4.08 (b)(i) and (ii) above.

- (d) When it becomes necessary to leave work for these functions, a Steward shall obtain permission from their Supervisor/Manager to leave work and agreement on the length of time of such leave. Such permission shall be requested with as much advance notice as possible and shall not be unreasonably denied.

ARTICLE 5: DUES DEDUCTION AND UNION MEMBERSHIP

- 5.01 Membership in the Union is voluntary.
- 5.02 (a) Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the Employee name, Employee #, Employee status (FT, PT, etc. and LOA, terminated, etc.), program, and title of the Employees from whom deductions have been taken and the amount of the deductions and gross earnings of each Employee. Such list shall indicate newly hired and terminated Employees, and, where the existing computer system is capable, status of Employees, the increment level, Employees reclassified, promoted or transferred outside the scope of this Collective Agreement, and address of Employees.
- (b) For the purposes of this Article, “gross earnings” shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.
- 5.03 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.
- 5.04 The Union shall give not less than sixty (60) days’ notice of any change in the rate at which dues are to be deducted.
- 5.05 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.
- 5.06 The Union shall give not less than sixty (60) days’ notice of a Special Assessment deduction.
- 5.07 An electronic copy of monthly dues that are outlined in Article 5.02 above shall be supplied to the Union.

ARTICLE 6: NO DISCRIMINATION, WORKPLACE VIOLENCE OR HARASSMENT

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of an Employee by reason of race, political affiliation, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry,

place of origin, marital status, source of income, family status, sexual orientation, nor by reason of membership or non-membership or lawful activity in the union, nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

6.03 The Employer, the Union and Employees recognize a joint responsibility to provide respectful, secure and supportive work environments for all individuals. The Employer will maintain policies in support of these principles. If workplace violence or harassment has occurred, the Employer, the Union and Employees shall discuss appropriate action to ensure a safe workplace.

ARTICLE 7: NO STRIKE OR LOCKOUT

7.01 Union Commitment

The union agrees that there will be no strike as defined by the Code during the life of this Collective Agreement.

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 Union shall instruct them to return to work immediately and perform their 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, they shall be deemed to have terminated their employment.

7.02 Employer Commitment

The Employer agrees that it will not cause or sanction a lock out during the term of this Collective Agreement.

ARTICLE 8: BULLETIN BOARDS

8.01 The Employer shall provide a bulletin either electronically or at Mosaic operated clinics, in a reasonably accessible location for the exclusive use of the Union.

8.02 The Union may post on such bulletin boards, notices of meetings and other notices which may be of interest to Employees.

8.03 The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

ARTICLE 9: PROBATIONARY PERIOD

- 9.01 A newly hired Regular or Temporary Employee shall serve a probationary period of five hundred and three and three quarter (503 $\frac{3}{4}$) hours worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced. If, in the opinion of the Employer, the Employee is found to be unsatisfactory, the Employee's probationary period may be extended by up to five hundred and three and three quarter (503 $\frac{3}{4}$) hours worked, if mutually agreed upon by the Union and the Employer. During the extended period, the Employee shall be given regular feedback regarding their performance.
- 9.02 Hours worked as a Casual Employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of three hundred and thirty-five (335) hours provided that not more than three (3) months have elapsed since they worked for the Employer.
- 9.03 The Employer shall provide a written evaluation to each probationary Employee prior to the completion of their probationary period. The written evaluation will notify the Employee of any deficiencies and provide the Employee with an opportunity to correct them during the probationary period. Should the Employee not receive a written performance review before the end of their probationary period, they will be deemed to have successfully completed their probation.
- 9.04 If, in the opinion of the Employer, the Employee is found to be unsatisfactory, they may be terminated without notice. The Employee may access the Grievance Procedure at Step 2 (46.02(c)), without recourse to Step 3 of the Grievance Procedure (46.02(d)) and Article 47 (Grievance Arbitration).
- 9.05 An Employee who has completed their probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.

ARTICLE 10: HOURS OF WORK

- 10.01 The Parties recognize that the work is normally scheduled between 0700 hours and 2200 hours.
- 10.02 Regular hours of work for a Full-time Employee, exclusive of meal periods, shall be:
 - (a) seven and three-quarter (7 $\frac{3}{4}$) work hours per day; and
 - (b) an average of seventy-seven and one-half (77 $\frac{1}{2}$) work hours in a fourteen (14) day period.

10.03 Meal Periods and Rest Periods

- (a) Regular hours of work shall include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each shift of seven and three-quarter (7 $\frac{3}{4}$) hours and exclude an unpaid meal period of not less than thirty (30) minutes.
- (b) Breaks can be combined if operational requirements allow.
- (c) Except at the discretion of the Employer, an Employee's shift cannot start or end with a break.

10.04 Averaging Agreements pertaining to hours of work may be implemented where mutually agreed between the Employer and the Union. The Employer must respond to an Averaging agreement request within fourteen (14) calendar days. If an Averaging Agreement is not mutually agreed between the Employer and the Employee, a rationale must be provided in writing to the Employee.

ARTICLE 11: SHIFT SCHEDULES

11.01 An Employee shall be aware that they may be required to work flexible hours throughout the twenty-four (24) hour day and the seven (7) days of the week.

11.02 Shift Scheduling Standards and Premiums for Non-Compliance

- (a) Except in cases of emergency or by mutual agreement between the Employer and the Employee, shift schedules shall provide for:
 - (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
 - (ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;
 - (iii) at least twelve (12) hours off duty between the end of one shift and the commencement of the next shift;
 - (iv) not more than seven (7) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide the provisions of Article 11.02(a)(i), (ii), (iii), or (iv) and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
 - (i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected Employee of two times (2X) their basic rate of pay for one (1) regular shift worked during the two (2) week period;
 - (ii) failure to provide both of the required weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of two times (2X) their

basic rate of pay for each of four (4) regular shifts worked during the five (5) week period;

- (iii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected Employee of two times (2X) their Basic Rate of Pay for each of two (2) regular shifts worked during the five (5) week period;
- (iv) failure to provide twelve (12) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of overtime pursuant to the Overtime Article of this Collective Agreement for all hours worked on that next shift.

- (c) For the purpose of this provision, “weekend” shall mean a consecutive Saturday and Sunday assuring a minimum of forty-eight (48) hours off duty.

11.03 Schedule Posting and Schedule Changes

- (a) Unless otherwise agreed between the Employer and the Union, shift schedules shall be posted four (4) weeks in advance. The Employer shall provide the Union with a copy of each shift schedule upon request. If a shift schedule is changed after being posted, the affected Employees shall be provided with fourteen (14) calendar days’ notice of the new schedule. In the event that an Employee’s schedule is changed in the new shift schedule, and they are not provided with fourteen (14) calendar days’ notice, they shall be entitled to premium payment subject to the provisions of Article 11.03(b).
- (b) If such notice of change is less than fourteen (14) calendar days in advance of the effective date of the schedule change, the Employee shall be paid two times (2X) their basic rate of pay for all hours worked on the first shift of the changed schedule.

11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work or to return to duty at a later hour, they shall be compensated for that inconvenience by receiving three (3) hours of pay at their basic rate of pay.

11.05 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift or return to duty at a later hour, they shall receive their basic hourly rate of pay for all hours worked to a total minimum of three (3) hours pay at their basic rate of pay for that inconvenience.

11.06 Employee Shift Trading

Employees may exchange shifts and/or days off with the documented approval of the Employer provided no increase in cost is incurred by the Employer. Shift and/or day off exchanges may be made up to four (4) weeks in advance.

11.07 Employee Initiated Schedule Changes

- (a) When the Employer approves an Employee's request to change/trade their scheduled hours of work, such schedule change will not constitute an "Employer" schedule change as contemplated in Articles 11 and 29.
- (b) Employer approval of the foregoing schedule changes shall be subject to operational requirements and will not result in additional cost to the Employer. In all cases, Employees will be paid at straight time with no eligibility for scheduling premiums as a result of the schedule change.
- (c) Employee-initiated schedule changes are not considered a violation of the Collective Agreement.

ARTICLE 12: OVERTIME

- 12.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter ($7\frac{3}{4}$) hours per day or their regularly scheduled shift (whichever is greater) or on scheduled days of rest. Overtime will be paid at one and a half times (1.5X) their basic rate of pay.
- 12.02 The Employer shall designate an individual who may authorize overtime.
- 12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 12.04 Overtime will be paid in accordance with the following:
 - (a) For work in excess of seven and three-quarter ($7\frac{3}{4}$) hours per day or their regularly scheduled shift (whichever is greater), one and a half times (1.5X) their basic rate of pay.
 - (b) This overtime payment will cease, and the Employee's basic rate of pay will apply at the start of the next regularly scheduled shift.
 - (c) For work on scheduled day(s) of rest, one and a half times (1.5X) their basic rate of pay. This overtime payment will cease, and the Employee's basic rate of pay will apply at the start of their next regularly scheduled shift.
- 12.05 Subject to mutual agreement between the Employer and an Employee, the Employee may be granted time off duty in lieu of overtime payments on an hour-for-hour basis, at the basic rate of pay. Unless mutual agreement between an Employee and the Employer is reached as to when accumulated overtime will be taken as time off in lieu or overtime payment, such liability

of the Employer shall be paid out as of March 31st. Such payment will occur in the first pay period following March 31st.

- 12.06 Except in cases of emergency, no Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports for work.
- 12.07 Rest periods and meal periods shall be provided in accordance with the Hours of Work Article of the Collective Agreement.
- 12.08 Employees shall not be required to layoff during their regularly scheduled shifts to equalize any overtime worked previously.

ARTICLE 13: NOT ALLOCATED

ARTICLE 14: SALARIES

- 14.01 Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:
 - (a) be effective on the dates specified therein;
 - (b) be applicable to an Employee employed in a designated classification only when such classification has been created within the workforce of the Employer and falls within the scope of this bargaining unit;
 - (c) form a part of this Collective Agreement.
- 14.02
 - (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for Regular Full-time Employees shall be applied on the appropriate anniversary of the date the Employee commenced employment as a Regular Full-time Employee.
 - (b) Unless otherwise changed by the operation of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee shall have their anniversary date established based on hours worked with the Employer at the increment level such Employee was entitled to receive immediately prior to their change in status.
- 14.03 Both parties to this Collective Agreement recognize that Employees normally improve in skill and ability relative to experience. In the event that there is reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee and Union shall be so advised, in writing, and the Employee's performance will be evaluated, in writing on a month-to-month basis. After they reach a satisfactory performance level, the increment shall be granted as of that date as the Employee's anniversary date for increment purposes and shall not be changed.

- 14.04 (a) A new Employee who has completed the required educational requirements of their profession and/or the required training in any of the classifications covered by this Collective Agreement and who has not yet fulfilled the requirements for licensure/registration and/or awaiting registration/licensing/certification examination or results of the same shall be paid ninety percent (90%) of the starting rate for the classification at the level which they have been hired.

A current Employee who has applied and is the successful candidate for a position and who has completed the required educational requirements and/or the required training of any of the classifications covered by this Collective Agreement and who has not yet fulfilled the requirements for licensure/registration and/or awaiting registration/licensing/certification examination or the results of the same shall be placed on the applicable salary grid as per Article 29.08 and shall be paid ninety percent (90%) of that rate.

- (b) Upon providing proof of having completed registration requirements, the salary of such Employee shall be adjusted to the full rate retroactive to the date of successful completion of the licensing/registration requirements, providing the proof of completed registration is provided to the Employer within forty-five (45) days of becoming registered. If proof is not provided within forty-five (45) days, the full rate of pay will be retroactive to the date proof was provided to the Employer.

- 14.05 When an accredited residency program in Hospital Pharmacy is required by the Employer, a newly hired Pharmacist will start at the second (2nd) step of the salary scale.

- 14.06 In the event that:

- (a) an occupied position outside the scope of this bargaining unit is determined to be within the scope of this bargaining unit in accordance with the provisions of Article 4.01; and
- (b) the incumbent within such position is therefore determined to be an Employee within the scope of the bargaining unit; and
- (c) the basic rate of pay of such Employee exceeds the applicable rate of pay for the appropriate classification within the Salary Appendix; then the Employee, while employed in such position, shall continue to receive their previous rate of pay for a maximum of one (1) year, at which time they shall then receive the applicable rate of pay in the Salary Appendix for the classification to which the position is allocated.

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

- 15.01 Salary recognition shall be granted for work experience satisfactory to the Employer, provided not more than five (5) years have elapsed since such experience was obtained as outlined in the following guidelines.

For regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than five (5) years if the Employee has fulfilled the licensing requirements of the Employee's professional body to maintain standing in that profession.

For non-regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than five (5) years if the Employee has maintained knowledge in that profession satisfactory to the Employer.

- (a) one (1) annual increment for one (1) year's experience within the last six (6) years;
- (b) two (2) annual increments for two (2) years' experience within the last seven (7) years;
- (c) three (3) annual increments for three (3) years' experience within the last eight (8) years;
- (d) four (4) annual increments for four (4) years' experience within the last nine (9) years;
- (e) five (5) annual increments for five (5) years' experience within the last ten (10) years;
- (f) six (6) annual increments for six (6) years' experience within the last eleven (11) years;
- (g) seven (7) annual increments for seven (7) years' experience within the last twelve (12) years;
- (h) eight (8) annual increments for eight (8) years' experience within the last thirteen (13) years.

15.02 Such salary adjustment shall be effective the date the Employee submits documentation substantiating their experience to the Employer.

15.03 This Article shall be applicable only to Employees whose date of hire is on or after the date of ratification of this Collective Agreement.

15.04 The Employer will advise all Employees in writing within thirty (30) days of hire as to the pay grade and Step placement in the Salary Appendix.

ARTICLE 16: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

16.01 An evening shift differential of two dollar and seventy-five cents (\$2.75) per hour shall be paid for hours worked after sixteen hundred (1600) hours where the Employee works at least two (2) consecutive hours after sixteen hundred (1600) hours.

16.02 Shift differential shall be paid in addition to the overtime rate for overtime worked when it meets the criteria as per Article 12.04 (a).

16.03 A Weekend premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees working on a Saturday or Sunday.

16.04 Shift Differential and Weekend Premium shall not be considered part of the Employee's basic hourly rate of pay.

16.05 Where applicable, Shift Differential and Weekend Premium will both be paid.

ARTICLE 17: RESPONSIBILITY PAY

17.01 Should the Employer assign or delegate authority for supervision or for team lead roles, those individuals shall be paid two dollars per hour (\$2.00) for all hours assigned for these roles. When Employees are assigned these duties, the additional hourly pay shall be considered part of their basic rate of pay.

ARTICLE 18: TEMPORARY ASSIGNMENTS

18.01 When an Employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher salary scale, they shall be paid in accordance with the provisions of Article 29.08. This provision shall apply where the period of temporary assignment is one (1) full shift or greater.

18.02 Temporary Out-of-Scope Assignment

When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full shift or longer, the Employee shall be paid an additional two dollars (\$2.00) per hour. An Employee so assigned shall continue to be covered by the terms and conditions of the Collective Agreement.

18.03 During periods of temporary assignment to a classification to which is assigned a higher salary scale, an Employee so assigned shall receive any overtime or call-back premiums based on the higher basic rate of pay.

ARTICLE 19: NOT ALLOCATED

ARTICLE 20: TRAVEL EXPENSES

20.01 When an Employee is authorized by the Employer to claim mileage, they shall be reimbursed as per the Employer's policy. Employees may choose to opt out of this reimbursement.

20.02 Under no circumstances shall an Employee be reimbursed twice for the same travel under this Article.

20.03 Mileage/kilometer allowance shall be paid for the shortest distance between locations.

- 20.04 Subsistence for Employer-initiated travel beyond one hundred (100) kilometers shall be paid in accordance with the Employer Policy. A copy of the Policy, or any changes thereof, shall be provided to the Union.
- 20.05 When an Employee is required by the Employer to provide an automobile for work, the Employee will be provided with, or reimbursed for, parking except at their base location.
- 20.06 Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance coverage as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business.
The Employer shall reimburse the Employee as follows:

Cost of Business Use Insurance Coverage \$ (Basic Age Group Good Record)	LESS Cost of Personal Use Insurance Coverage \$ (Basic Age Group Good Record)	=	Reimbursement to maximum of \$500.00
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ARTICLE 21: VACATION

21.01 Vacation Entitlement

- (a) Subject to the terms of this Collective Agreement, a Full-Time Employee shall earn vacation with pay based on the following:

Year(s) or Continuous Employment Completed	Vacation Entitlement
0 - 1	15 working days
2 – 9	20 working cays
10 – 19	25 working days
20+	30 working days

Consecutive time off in any fiscal year is limited to the Employee’s vacation entitlement.

21.02 Time of Vacation

- (a) All vacation earned during one (1) vacation year shall be taken during the current fiscal year, at a mutually agreeable time, except that an Employee may be permitted to carry forward seventy-seven point five (77.5) hours of vacation entitlement to the next vacation year. Requests to carry forward beyond seventy-seven point five (77.5) hours shall be made, in writing, by January 15th, and shall be subject to the approval of the Employer.

- (b) Notwithstanding Article 21.02 (a):
 - (i) Employees may use up to thirty-eight point seven five (38.75) hours of vacation not yet accrued. Should an Employee terminate their employment or go on a leave of greater than six months, prior to accruing the vacation deficit being utilized, the outstanding vacation will come off their last pay prior to leave or termination; and
 - (ii) Such vacation is taken at a mutually agreeable time.
- (c) An Employee may request vacation leave during any period of the year.
- (d) Upon the request of an Employee, earned vacation credits may be divided into more than one (1) vacation period if approved by the Employer. Such request shall not be unreasonably denied.

- 21.03 (a) All requests for vacation will be considered on a first come first service basis as per the Employer's current practice. These requests will be approved or denied within four (4) weeks of the request being submitted, or less time if possible.
- (b) Requests for vacation shall only be accepted up to twelve (12) months in advance.

21.04 Payout of Annual Vacation

- (a) The Employee shall be paid for earned vacation exceeding seventy-seven point five (77.5) hours of vacation as of the end of the fiscal year.
 - (i) Future-dated approved vacation will not be considered.
 - (ii) Any approved excess vacation beyond seventy-seven point five (77.5) hours as per Article 21.02(a) will not be paid out.

Part-Time Employees

- (a) The application of this Article for part-time Employees shall be prorated to their full-time equivalency (FTE).

- 21.05 Unless given four (4) weeks advance notice of an alteration to their scheduled vacation period, an Employee required by the Employer to work during their vacation period will receive two times (2X) their basic rate of pay for all hours worked. This premium payment will cease, and the Employee's basic rate of pay will apply at the start of their next regularly scheduled shift. 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 at a mutually agreed later date. With

the approval of the Employer, an Employee may elect to receive payment at the basic rate of pay in lieu of the aforementioned time off.

21.06 When an Employee's vacation is cancelled by the Employer, the Employer shall be responsible for all non-refundable costs related to the cancellation of the vacation.

ARTICLE 22: NAMED HOLIDAYS

For Full-Time Employees

22.01 Full-time Employees shall be eligible to receive a day off with pay on or for the following Named Holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	National Day for Truth & Reconciliation

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

- (a) The Municipality in which the Site is located;
- (b) the Province of Alberta; or
- (c) the Government of Canada.

22.02 To qualify for a Named Holiday with pay the Employee must:

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

22.03 (a) No payment shall be due for a Named Holiday which occurs during:

- (i) a layoff; or
- (ii) all forms of leave during which an Employee is not paid.

- (b) No additional payment shall be due for a Named Holiday which occurs during a period when an Employee is receiving Long-Term Disability or Workers'

Compensation benefits except where an Employee has returned back to work on a gradual return to work plan.

- 22.04 A Full-time Employee not required to work on a Named Holiday will receive 7.75 hours pay for that day.
- 22.05 A Full-time Employee who is obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half time (1.5X) their basic rate of pay, plus 7.75 hours additional pay.
- 22.06 When a Named Holiday falls during an Employee's annual vacation, the Full-time Employee shall receive pay for the Named Holiday. This day shall not be charged to the accrued vacation bank.

ARTICLE 23: PERSONAL LEAVE

- 23.01 Full-time permanent or temporary Employees shall be eligible for up to eighteen (18) paid Personal Leave days per fiscal year. Personal Leave days will be administered on the basis of hours used for Personal Leave equaling a total of one hundred and thirty-nine point five (139.5) hours (for a Full-time Employee).
- 23.02 50% of the Personal Leave hours shall be deposited at the beginning of the fiscal year and 50% of these hours shall be deposited on October 1 or the following work day.
 - (a) An Employee must be actively at work during these time periods to be eligible for the hours deposit. Should an Employee be off on a Leave of Absence at these times, hours will be deposited upon their return to work at the appropriate pro-rated hours.
- 23.03 Personal Leave absences are intended for use to attend to personal matters that prevent Employees from attending work, including but are not limited to absences such as Employee illness, medically related absences including medical or dental appointments, family health issues, personal circumstances, or other statutory leaves. This time may be used for what the Employee determines will contribute to their wellness, however, operational requirements must be considered.
- 23.04 Employees must confirm requests and duration for personal leave with their Supervisor/Managers of the work unit, as far in advance as possible.
- 23.05 Part-time permanent or temporary Employees shall be eligible for a prorated entitlement based on their normal hours of work compared to full-time hours of work.
- 23.06 Up to five (5) Personal Leave Days can be attached to a pre-planned vacation period per fiscal year in accordance with Article 21.01(a).

23.07 Employees hired during the calendar year, or off on leave for a period of thirty (30) days or greater shall be entitled to prorated personal leave days based on their date of employment and FTE.

23.08 (a) An Employee shall have the option to be paid for five (5) or more days of unused Personal Leave days at the end of the fiscal year at the rate of thirty percent (30%). Notification of the payout request must be submitted in writing to the Employer by March 1.

(b) Should an Employee miss this deadline for notification then the remaining balance shall be carried over to the next fiscal year.

(c) Upon an Employee terminating their employment or upon a Leave of Absence greater than three hundred and sixty-five (365) days, an Employee shall be paid at a rate of thirty percent (30%) of their entire current balance.

23.09 Employees who are sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

23.10 **Personal Leave While on Workers' Compensation**

Absence for sickness or accident compensable by Workers' Compensation will not be charged against the Employee's accumulated personal leave credits.

23.11 **Leave of Absence due to Illness**

Employees whose personal leave credits are exhausted and require time off work for conditions as outlined in 23.03 will be placed on a leave of absence without pay, with access to rights as per Article 25.01 (b).

23.12 An Employee who recommences with the Employer within three (3) months of the date they voluntarily resigned their employment, shall have their unused personal leave reinstated. Otherwise, personal leave credits are cancelled when employment ceases and no payment is owed.

23.13 **Employee Appointment Time**

Employees are strongly encouraged to schedule personal medical appointments outside of working hours. When this is not possible, the Employee shall obtain prior authorization twenty-four (24) hours in advance of the appointment, as soon as possible.

23.13 Transition Provisions - If the April 1, 2023 – March 31, 2027, Collective Agreement is ratified:

A. On or before March 15, 2024

(i) Articles 23.01 -23.12 will take effect as of April 1, 2024.

a. Amend Article 23.08 (a) to read:

“An Employee shall have the option to be paid for five (5) or more days of unused Personal Leave days at the end of the fiscal year at the rate of thirty percent (30%). Notification of the payout request must be submitted in writing to the Employer by March 28.”

(ii) The hours deposited for April 1, 2023 – March 31, 2024 will not be altered for Employees.

ARTICLE 24: WORKERS' COMPENSATION

24.01 An Employee who is unable to work as a result of an injury or disability incurred while at work with the Employer and who qualifies for benefits pursuant to the Workers' Compensation Act will assign their benefits received from the Workers' Compensation Board to the Employer.

24.02 Employees will be eligible to apply for personal leave in accordance with Article 23 during the period of time they are waiting for processing of their claim from WCB. Personal leave benefits will be payable provided the Employee agrees to reimburse the Employer once their WCB claim is approved. The Employer will then reinstate the Employee's personal leave credits to the appropriate level.

24.03 An Employee receiving Workers Compensation benefits under this Article shall be deemed on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits; and
- (b) subject to the respective Articles cease to earn personal leave and vacation credits; and
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

24.04 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to work or such shorter notice as may be mutually agreed by the Parties. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28)

calendar days. The Employer shall then reinstate the Employee in the same position held by them immediately prior to the disability with benefits that accrued to them prior to the disability.

If an Employee's absence exceeds 12 months the Employer, the Union and the Employee will have discussions. Thereafter, when the Employee is ready to return to work, the Employer may place them in a similar position in the same classification with the same status, FTE, salary and benefits as prior to their disability; or

- (b) incapable of performing the duties of their former position but is capable of performing the duties of their former classification, shall provide the Employer with fourteen (14) days written notice of readiness to work or such shorter notice as may be mutually agreed by the Parties. The Employer shall then reinstate them to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to them prior to the disability. In such a case the Parties agree to waive the posting provisions of the Collective Agreement; or
- (c) incapable of performing the duties of their former classification, may make application for any benefits for which they are eligible under Personal Leave or Employee Benefits Plans.

24.05 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of the Collective Agreement.

24.06 The Employee shall keep the Employer informed of the prognosis of their condition in a prompt and timely manner.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

25.01 The Employer shall provide the group benefit plan summarized in the benefit booklet for eligible Employees.

- (a) The Group Benefit Plan shall include the following components:
 - (i) Group Life Insurance (Basic);
 - (ii) Accidental Death and Dismemberment (Basic);
 - (iii) Long Term Disability (income replacement during a qualifying disability equal to sixty-six point seven percent (66.7%) of basic monthly earnings to the established maximum following a one hundred and eighty-two (182) calendar day elimination period);

- (iv) Dental Plan, including diagnostic and preventive services as outlined in the Benefit plan; Rates paid are in accordance with the current Alberta Dental Association or equivalent, Usual and Customary Dental Fee Guide.

(b) E.I. Sub Plan

- (i) Employees are eligible for Supplementary Employment Benefits if they have worked in a 0.6 FTE or greater position for a minimum of 52 consecutive weeks.
- (ii) For Employees who are eligible, and are in receipt in Employment Insurance, they may opt to receive an "EI SUB Plan" to supplement to their Employment Insurance benefits to a maximum of 67% of salary during a valid health-related period.
- (iii) For the health-related period due to pregnancy, the Employer will top up to 67% of salary for four weeks, including the EI waiting period.
- (iv) The valid health-related period is one for which they have the medical substantiation.

25.02 (a) The Employer shall pay premiums for all benefits, excluding long term disability. The Employees shall pay premiums for long term disability.

(b) Employees on Maternity or Paternity leaves may maintain their benefits providing the Employee pays 100% of the premiums.

(c) The Employer will implement coverage for new Employees on the first day of the month following 90 days of employment.

25.03 (a) Enrolment in the benefit plan is mandatory for Full time and eligible part time Employees.

(b) Part-time Employees must be regularly scheduled to work on average at least twenty (20) hours per week to be and remain eligible.

25.04 The Employer will provide one copy of each of the Benefit Plans to the Union and shall advise the Union of all premium rate changes.

ARTICLE 26: PENSION PLAN

- 26.01 Beginning the first pay period after 90 days of employment, eligible Employees may contribute up to six percent (6%) of their basic hourly rate of pay into the Employer’s group RRSP for all hours worked. Employee’s contributions will be on a voluntary basis with decisions to participate. The Employer will contribute a matching percentage, up to 6% of the Employee's basic hourly rate of pay for all regular hours worked on behalf of participating Employees. Employees may choose to make additional contributions to the Pension Plan. Such additional contributions will not be matched by the Employer.
- 26.02 Eligible Employees include Full time and Part time Employees who are regularly scheduled to work on average at least twenty (20) hours per week.
- 26.02 The Employer shall make all new Employees aware of the current RRSP plan.

ARTICLE 27: OVER/UNDER PAYMENTS

- 27.01 In the event that an Employee is over or under compensated by error on the part of the Employer, the Employer shall correct such compensation error not later than the second (2nd) pay day following the date on which the party/Parties discovering the error knew, or ought to have known of the error.
- 27.02 In the case of an underpayment, where the Employer discovers the error, the Employer will notify the Employee in writing that an underpayment has been made. Such written notice shall include all calculations. If an underpayment is not corrected by the second pay day, the Employee shall have ten (10) days to file a grievance as outlined in Article 46.
- 27.03 In the case of an overpayment, the Employer shall notify the Employee in writing, including all calculations, that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee’s gross earnings per pay period.

ARTICLE 28: SENIORITY

- 28.01
 - (a) For Regular or Temporary Employees, seniority with the Employer starts on the date on which the Employee commenced employment in the bargaining unit.
 - (b) For Casual Employees whose status changes to regular or temporary; or someone determined by the Labour Relations Board or agreed to by the Parties as being in the bargaining unit, the “seniority date” shall be established by dividing their contiguous hours worked with the Employer from the date the

Employee commenced working in the bargaining unit, by two thousand and twenty-two point seven five (2,022.75) and converting the result to a seniority date.

- (c) Subject to the provisions of Article 44.09, a Regular or Temporary Employee who changes their status to a Casual Employee and at a future date changes back to a Regular or Temporary Employee status will have their original seniority date recognized.

28.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 28.01.

28.03 Seniority shall be the determining factor in:

- (a) layoffs and recalls, subject to the qualifications specified in Article 30;
- (b) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 29; and
- (c) Vacation allocation when there is no agreement amongst the Employees.

28.04 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 their position with the Employer; or
- (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 their former classification and full-time equivalency.

28.05 The Employer shall provide the Union within ninety (90) days of the ratification of this agreement and in January of each year thereafter, or upon request by the Union, a listing of Employees in order of seniority in accordance with the provisions of Article 28.01. Such seniority list shall include the Employee names, classification, status, program and seniority date. The Employer shall make the list available to all Employees. This listing shall be provided monthly if there are Employees on layoff.

ARTICLE 29: PROMOTIONS, TRANSFERS AND VACANCIES

29.01 (a) Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of three (3) months or more, shall be posted not less than ten

(10) calendar days in advance of making an appointment. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement. The Employer will endeavour to provide Employees with on-line access to electronic postings.

- (b) Where circumstances require the Employer to fill a posted vacancy before the expiry of ten (10) calendar days, the appointment shall be made on a temporary or relief basis only.
- (c) In the case of temporary vacancies resulting from Employees in trial positions, positions with temporary funding or back filling positions for leaves of absence, these temporary vacancies may be posted as "Temporary May Become Regular". The posting will indicate that the status of the position and current incumbent may be changed from temporary to regular Employee if it is later determined that the prior incumbent is not returning to their regular position, or the temporary funded position becomes permanent. The Employer will advise the Union and Employee in writing in advance of such changes becoming effective.
- (d) Subject to Article 29.05 where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit.
- (e) The notice of posting referred to in Article 29.01(a) shall contain the following information:
 - (i) duties of the position;
 - (ii) qualifications required;
 - (iii) hours of work;
 - (iv) status of position, and expected term if a temporary position;
 - (v) salary;
 - (vi) classification, and
 - (vii) work site(s) and/or program.
- (f) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 29.01(a) to the appropriate Union office within seven (7) calendar days of the posting.

29.02 Applications for newly created positions, transfers, or promotions shall be made in a manner prescribed by the Employer.

29.03 The Union shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an Employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants who were interviewed, in the bargaining unit within seven (7) calendar days of the appointment.

- 29.04 (a) Where a vacancy for a temporary position has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, the Employee will return to their original position. If the original position is no longer available, the Employee will maintain their original status. The Employee will be offered work in an alternate position. Should no alternate position be available they will receive notice in accordance with Article 30.
- (b) The reinstatement or placement of an Employee in accordance with Article 29.04(a) shall not be construed as a violation of the posting provisions of Article 29.01.
- (c) Where a vacancy for a temporary position has been filled by the appointment of a Casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, they shall be reinstated to casual status.
- 29.05 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.
- (b) If all applicants for a vacancy are Casual Employees, experience, performance and qualifications applicable to the position shall be the primary consideration.
- 29.06 Upon the request of the Union, the Employer and Union shall meet (in-person or via telephone) to discuss the criteria and process utilized in awarding a promotion or transfer.
- 29.07 (a) All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of four hundred and sixty-five (465) hours worked, exclusive of overtime, in which to demonstrate their ability to perform the new tasks to the satisfaction of the Employer. Such trial period may be extended by agreement between the Union and the Employer. The Employer shall provide an evaluation of the Employee prior to the completion of the trial period. Should such Employee fail to succeed or request to return to their former position/status, during the aforementioned trial period, the Employer shall reinstate the Employee in their former position/status.
- (b) Pursuant to Article 29, an Employee who achieves a transfer to a different position shall be transferred in a timely manner. Should the agreed upon

transfer date be delayed by the Employer by more than twenty-eight (28) days, the Employee shall suffer no loss of income as a result of the delay.

- 29.08 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 their current rate or to the step which is next higher again if such salary increase is less than the Employee's next normal increment on 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, their salary shall be advanced to that step in the scale which is next higher than their current rate, or if such salary increase is less than the Employee's last normal annual increase, they shall be advanced to the step which is next higher again in the scale.
- 29.09 An Employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.
- 29.10 When, because of inability to perform the functions of a position or because of ill health or by their request, an Employee is transferred to a classification to which is assigned a lower salary scale, their rate will be adjusted immediately to that rate in the lower salary scale that will result in the recognition of service and experience with the Employer.

ARTICLE 30: LAYOFF AND RECALL

- 30.01 (a) Prior to layoffs occurring, the Parties will meet and discuss the appropriate application of Article 30.02 to the circumstances, including but not limited to:
- (i) the timing and specific process to be followed;
 - (ii) any other issue the parties deem appropriate.

At the time of this meeting the Employer may also discuss the possibility of offering voluntary severance to Employees who wish to leave the work force. Employees who elect voluntary severance will be eligible for severance but will not be eligible for rehire for a period of at least two (2) years.

- (b) In case it becomes necessary to reduce the work force by:
- (i) reduction in the number of Employees; or
 - (ii) reduction in the number of regularly scheduled hours available to one (1) or more Employees;

the Employer will notify the Union and all Employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days' notice shall not apply where the layoff results from an Act of God, fire, or flood. If the Employee laid off has not been provided with an opportunity

to work their regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the fourteen (14) calendar days during which work was not made available. Where the layoff results from an Act of God, fire or flood the affected Employee shall receive pay for the days when work was not available up to a maximum of two (2) weeks' pay in lieu of notice.

- (c) If the Employer proposes to layoff an Employee while they are on leave of absence, Workers' Compensation or absent due to illness or injury, they shall not be served with notice under sub-article (a) until they have advised the Employer of their readiness to return to work.
- (d) When notice of layoff is delivered to an Employee in person, the Employee may be accompanied by a representative of the Union.
- (e) Subject to operational requirements, Full-time Employees who have received layoff notice shall be allowed time off for the purpose of attending job interviews during the layoff notice period. The Employer will work with Part-time Employees who have received layoff notice to make reasonable effort to allow work assignments to change to accommodate interviews.

30.02 (a) Layoff shall be in reverse order of seniority within the affected classification and site, 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.

(b) If an Employee who is subject to layoff in accordance with Article 30.02(a) is not the least senior Employee in the classification, the Employee may choose, within ninety-six (96) hours (exclusive of weekends and holidays) of the notice provided for in Article 30.01 (b), one of the following options subject to being capable and qualified to do the work:

- (i) displacement of the least senior Employee in the classification or classification series;
- (ii) acceptance of an available vacancy within the bargaining unit;
- (iii) acceptance of layoff;
- (iv) severance, in accordance with Letter of Understanding #1 - Severance.

An Employee affected by layoff may elect not to displace the least senior Employee and be laid off without forfeiting recall rights.

30.03 **Recall**

- (a) The Employer shall maintain recall list(s) for all Employees on recall. Such list(s) shall be provided to the Union monthly when there are Employees on recall.
- (b) When increasing the work force, recalls shall be carried out in order of seniority from the laid off Employees from all sites, provided the Employee is capable and qualified of performing the work required.
- (c) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.
 - (i) The Employer shall endeavor to offer opportunities for casual work to laid off Employees in order of their seniority before assigning the work to a Casual Employee, providing the laid off Employee is qualified and capable of performing the work required.
 - (ii) A laid off Employee may refuse an offer of casual work without adversely affecting their recall status.
 - (iii) An Employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a Casual Employee, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.
- (d) For the purpose of this clause "Casual Work" shall mean:
 - (i) work on a call-in basis which is not regularly scheduled;
 - (ii) regularly scheduled work for a period of three (3) months or less for a specific job; or
 - (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.
- (e) Notwithstanding the provisions of Article 28.04, if an Employee is recalled for any length of time, other than for Casual Work, then that Employee's period of recall rights starts anew.

30.04 No new Regular or Temporary Employees will be hired while there are other Employees on layoff, as long as the laid off Employees are qualified and capable of performing the work required.

30.05 In the case of layoff, the Employee shall accrue sick leave and earned vacation for the first (1st) month. The Employee's anniversary date shall also be adjusted by the same

amount of time as the layoff and the new anniversary date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.

ARTICLE 31: NOT ALLOCATED

ARTICLE 32: CONTRACTING OUT

32.01 Where the Employer finds it becomes necessary to transfer, assign, subcontract or contract out any work or functions performed by regular Employees covered by this Collective Agreement, the Employer shall notify the Union sixty (60) calendar days in advance of such change and will meet and discuss reasonable measures to protect the interests of affected Employees.

ARTICLE 33: LEAVES OF ABSENCE

33.01 General Policies Covering Leaves of Absence

The following general policies apply to all leaves of absence as described in this Article:

- (a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence. The Employer shall indicate approval or disapproval along with rationale in writing within twenty-eight (28) days of the request for any leave of absence.
- (b) An Employee who has been granted a leave of absence of any kind and who overstays their leave without permission of the Employer shall be deemed to have terminated their employment.
- (c) Where an Employee is granted a leave of absence of more than one (1) months' duration, and that Employee is covered by any or all of the plans specified in Article 25, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.
- (d) In the case of a leave of absence, an Employee shall accrue vacation credits until the end of the pay period when they started their leave. Where the leave of absence exceeds one (1) month, an Employee's anniversary date shall be adjusted by the amount of time that the leave of absence exceeds one (1) month, and the new anniversary date shall prevail thereafter.

- (e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (f) An Employee who is granted a non-statutory leave must use vacation prior to starting their Leave of Absence.
- (g) Employees shall not work for gain for another Employer during their Leave, without express consent from the Employer.

33.02 Educational Leave/Exchange Programs

- (a) The Parties to this Collective Agreement recognize the value of continuing education for each Employee covered by this Collective Agreement. Furthermore, the Parties recognize that continuing education is a requirement for some Employees. The responsibility for such continuing education lies not only with the individual but also with the Employer.
- (b) An unpaid leave of absence may be granted to an Employee at the discretion of the Employer to enable the Employees to participate in education programs relevant to their work with the Employer.
- (c) Education Leave is for a maximum of one (1) year. Consideration may be given to extending the leave for an additional leave.
- (d) An Employee absent on approved educational/exchange leave shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

33.03 Bereavement Leave

Bereavement Leave with pay of:

- (a) Four (4) consecutive working days shall be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as spouse, parent, child, brother, sister, grandchild, fiancé. Step-parent, step-children, step-brother, and stepsister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law, legal guardian and grandparent shall be considered as members of the Employee's immediate family. "Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a person who resided with the Employee

- and who was held out publicly as their spouse for a period of at least one (1) year before the death.
- (b) Bereavement Leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.
 - (c) Notwithstanding the provisions of Article 33.03 (a) and (b), where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an Employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.
 - (d) In the event of the death of another relative or friend, the Employer may grant one day off to attend the funeral service. Employees may elect to use a personal leave day for this purpose.

33.04 Maternity Leave

- (a) An Employee who has completed ninety (90) days of employment shall, upon their written request, be granted Maternity Leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided that they commence Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, Maternity Parental and Adoptive Leave (MPA) SUB Plan benefits or LTD. Maternity Leave shall not exceed sixteen (16) weeks.
- (b) A pregnant Employee whose continued employment in their position may be hazardous to themselves or to their unborn child, in the written opinion of their physician or a registered midwife, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request Maternity Leave as provided by Article 33.04 (a) if the Employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than eighteen (18) months, the Employee may request further leave without pay as provided by Article 33.01.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity

leave. Such maternity leave will end sixteen (16) weeks after the commencement of the leave.

33.05 Parental Leave

- (a) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be granted leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth of a child.
- (b) An Employee who has ninety (90) days of employment shall be granted leave of absence without pay and benefits for a period of up to sixty-two (62) weeks for the purpose of adopting a child provided that:
 - (i) they make a written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and
 - (ii) they provide the Employer with at least one (1) day's notice that such leave is to commence.
- (c) Parental Leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption, unless mutually agreed otherwise between the Employer and the Employee.
- (d) An Employee absent on Parental Leave shall endeavor to provide the Employer with twelve (12) weeks written advance notice of their readiness to return to work but in any event shall provide four (4) weeks written notice, following which the Employer will reinstate them in the same position they held immediately prior to taking such leave and at the same step in the salary scale or provide them with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to them up to the date they commenced the leave.
- (e) Parental Leave of at least one (1) working day with pay shall be granted upon the written request of a parent-to-be to enable such Employee to attend to matters directly related to the birth or adoption of a child.

33.06 Union Business

- (a) Provided operational efficiency shall not in any case be disrupted, a leave of absence shall be granted by the Employer to an Employee elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools, Union business; or Union members hired to a paid position in the Union

for a period of up to one (1) year. Such leave shall be with pay. If the request is denied, reasons shall be given by the Employer.

- (b) Representatives of the Union shall be granted time off with pay in order to participate in collective bargaining with the Employer or its bargaining agent.
- (c) Members of the Board of Directors of the Union shall be granted a leave of absence with pay to attend Union business. Such member shall provide the Employer with such request in writing with as much advance notice as possible.
- (d) The President and Vice President of the Union shall be granted leave with pay as required to attend to Union business, provided reasonable notice is given. Upon notification from the Union to the Employer, the parties shall meet and negotiate specific letters of understanding for such leaves of absence.
- (e) Time off granted in accordance with Article 33.06 (a)(b)(c) and (d) shall be with pay, and the Union agrees to reimburse the Employer for the total cost of the absence plus a fifteen percent (15%) administration fee.

33.07 Leave for Public Office

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay to permit them to fulfill the duties of that office.
- (b) Regular Employees who are elected to public office shall be allowed a leave of absence without pay for a period of time not to exceed four (4) years.
- (c) An Employee who has been on public office leave shall be reinstated by the Employer in the same position and classification they held immediately prior to taking such leave or be provided with alternate work of a comparable nature.

33.08 Caregiver Leaves

- (a) **Compassionate Care Leave**
 - (i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to a leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the commencement of the leave.

- (ii) Qualified relative for compassionate care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* regulations.
- (iii) At the request of the Employee, compassionate care leave may be taken in one (1) week increments.
- (iv) Where possible, an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) Critical Illness Leave

- (i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill or injured child or a critically ill qualified adult relative, shall be entitled to a leave of absence without pay but with benefits,
 - o for a period of thirty-six (36) weeks to care for their critically ill child; or,
 - o for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.
- (ii) “Critically ill child” means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for the parents of a critically ill child leave under the *Employment Standards Code* (Alberta) and regulations.
- (iii) “Critically ill qualified adult relative” means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the *Employment Standards Code* (Alberta) and regulations.
- (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
- (v) Where possible, an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave or critical illness leave.

33.09 Military Leave

Upon application by an Employee, the Employer shall grant a leave of absence for military leave. Such leave of absence shall be in accordance with the Government of Canada regulations and any regulations passed by the Employer relative to the GRRSP and group insurance contributions.

33.10 Death or Disappearance of a Child Leave

An Employee who meets the criteria for death or disappearance of child leave specified in the Employment Standards Code shall be entitled to a leave of absence without pay for a period up to:

- (a) Fifty-two (52) weeks in the event of the disappearance of a child; or
- (b) One hundred and four (104) weeks in the event of the death of a child.

33.11 Domestic Violence Leave

- (a) An Employee who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to a leave of absence without pay for up to ten (10) days per calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, or general leave without pay.
- (c) Personal information concerning domestic violence shall be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer shall complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

33.12 Citizenship Ceremony Leave

An Employee who has completed ninety (90) days of employment is entitled to one half (1/2) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* (Canada).

ARTICLE 34: IN-SERVICE PROGRAMS

- 34.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in various professions and that the responsibility for such continuing education lies not only with the Employer but also with the Employee. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

- (c) The following in-service programs shall be compulsory and shall be provided to Employees on a regular basis:
 - (i) fire, evacuation, and disaster procedures; and
 - (ii) safe lifting and prevention of occupational stress injuries; and
 - (iii) prevention and treatment of psychological workplace injuries.

- (d)
 - (i) Cardio-Pulmonary Resuscitation (CPR) re-certification shall be made available at no charge to those Employees who must maintain current CPR certification as a condition of employment. Employees who receive approval from the Employer to attend such sessions shall be paid at the applicable rate of pay.

 - (ii) It is the responsibility of the Employee to ensure their CPR certificate is current and provided to the Employer. If full certification is required, the additional difference of the cost of attaining such is the responsibility of the Employee.

ARTICLE 35: COURT APPEARANCE

For the purpose of this Article, a day is defined as the length of an Employee's average workday based on their annual hours of work to a maximum of twelve (12) hours duration.

When an Employee, as a result of their duties, is summoned or subpoenaed as a witness or defendant to appear in court or other legal proceeding, they will notify the Employer as soon as possible.

- 35.01
- (a) When an Employee, as a result of their duties with the Employer, is summoned or subpoenaed as a witness or defendant to appear in court or other legal proceeding, or in the event an Employee is required to appear before a court of law as a member of a jury, or for the purpose of jury selection, they shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if they had been working, based on the basic rate of pay. Where practicable the Employee will report to work during those hours that they are not required to attend court. For the purpose of the Employee reporting to work, travel time shall be considered as time required to attend court.

 - (b) When an Employee, as a result of their duties, is summoned or subpoenaed as a witness or defendant to appear in court or other legal proceeding, they shall be:

(i) During Vacation/Personal Leave

Paid overtime for time attending court in accordance with the provisions of Article 12. Minimum pay will be two (2) hours at the applicable overtime rate. All necessary and reasonable travel expenses incurred by an Employee who is required to return from vacation to serve as a witness shall be reimbursed by the Employer. These expenses shall include necessary food and lodging and travel expenses incurred for the Employee's return from and back to the vacation destination. However, in order to qualify an Employee must advise the Employer in writing immediately when they are made aware of any witness duty or other work-related duty which requires their attendance during their annual vacation. Where an Employee qualifies as outlined above, extra time shall be permitted in their vacation equal to the number of vacation days lost due to court obligations.

(ii) During Regularly Scheduled Days Off

Paid overtime for time attending court in accordance with the provisions of Article 12. Minimum pay will be two (2) hours at the applicable overtime rate.

35.02 Where an Employee is required by law to appear before a court of law for reasons other than those stated in 35.01 (a) and (b) above, they shall be granted a leave of absence without pay.

ARTICLE 36: PERFORMANCE REVIEW AND PERSONNEL FILES

- 36.01
- (a) The Parties to this Collective Agreement recognize the desirability and value of Employee performance reviews and joint participation in such process by both the Employee and the Supervisor/Manager. This is a non-disciplinary process.
 - (b) Performance reviews shall be for the constructive review of the performance of the Employee.
 - (c) An Employee will meet with their Supervisor/Manager annually to discuss Employee's performance.
 - (d) Performance review meetings will take place during an Employee's scheduled hours of work with at least forty-eight (48) hours advance notice to the Employee.
 - (e) The Employee will receive a copy of any written documentation in relation to their performance review.
 - (f) The Employee shall be given a copy of their completed evaluation at the conclusion of the meeting or no later than seven (7) calendar days from the meeting date. The Employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that they are aware of the

evaluation. They shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and their reply shall be placed in their personnel file.

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

36.02 Personnel File

- (a) By appointment made at least five (5) working days in advance, an Employee may view their personnel file once each year. The Employee may be required to report to the Human Resources office to view the file.
- (b) Upon request by an Employee, or upon provision of a release deemed acceptable by the Employer (in a form which complies with the requirements of all applicable legislation), the Employee or the Union shall be given a copy of requested documents from their file(s). The Employer may charge twenty-five (25) cents per page for copying expenses.

- 36.03 (a) A Letter of Expectation issued to an Employee shall not be placed in the Employee's personnel file. The Letter of Expectation shall indicate that it is not disciplinary action.
- (b) During the Employee's next performance evaluation any Letter(s) of Expectation shall be reviewed and will not be referenced after the evaluation.

ARTICLE 37: DISCIPLINE AND DISMISSAL

- 37.01 Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 37.02 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to warrant written warning, suspension or dismissal may result in a written disciplinary letter to the Employee within twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written disciplinary letter shall indicate that it is disciplinary action.
- 37.03 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, and serious enough to warrant written warning, suspension or dismissal, may result in a written disciplinary letter to the Employee within twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written disciplinary letter shall indicate that it is disciplinary action. It shall state

a definite period in which improvement 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.

- 37.04 The procedures stated in Articles 37.02, 37.03 and 37.10 do not prevent immediate suspension or dismissal for just cause.
- 37.05 An Employee who has received a written warning or has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for the warning or suspension or dismissal. A copy of the letter shall be sent in electronic format to the Union within three (3) working days.
- 37.06 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.
- 37.07 (a) An Employee, who has been subject to disciplinary action may, after eighteen (18) months from the date of the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. The Employer shall remove the record of disciplinary action and will confirm in writing to the Employee that such action has been effected.
- (b) For Employees who are on prolonged leave (greater than three months) when they have a discipline letter on file, a return to work meeting will be held prior to returning to work. During the return to work meeting the Union and Employer will address the reason for the discipline letter, performance plan (if any) and the appropriate length of time the letter will remain on file.
- 37.08 An Employee who is dismissed shall receive their termination entitlements at the first pay period following termination.
- 37.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays specified in Article 22.
- 37.10 The Employer shall provide at least one (1) working day (twenty-four (24) hours) advance notice to an Employee required to meet with the Employer for the purposes of investigating a matter related to the Employee or discussing or issuing discipline. The Employer shall advise the Employee of the nature of the meeting and that they may be accompanied by a Labour Relations Officer or designate of the Union at such meeting(s). The Employee shall be compensated at their applicable rate of pay for the duration of such meeting(s).

- 37.11 The Parties may agree to mutually extend timelines.
- 37.12 Upon request, the Employer and Union shall meet to discuss any discipline issued under this Article.

37.13 **Mandatory Reporting to Regulatory Bodies**

In the event that an Employee is reported to their regulatory body by the Employer, the Employee shall be advised within one (1) working day and provided with a copy of the report.

ARTICLE 38: RESIGNATION/TERMINATION

38.01 An Employee shall provide the Employer with fourteen (14) calendar days' notice. This notice period may be waived for reasons that are acceptable to the Employer.

38.02 If the required notice of termination is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled at the next pay day.

38.03 **Vacation Pay on Resignation/Termination**

If an Employee resigns or is terminated, any outstanding vacation entitlement shall be paid out.

38.04 An Employee shall be deemed to have terminated their employment when:

- (a) they are absent from work without good and proper reason and/or the approval of the Employer;
- (b) they do not return from layoff as required by Article 30, or upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.

38.05 If the required notice of termination is given, an exit interview with the Employer shall be granted at the Employee's request prior to termination.

ARTICLE 39: JOB DESCRIPTIONS

39.01 Copies of job descriptions shall be on hand within the appropriate department(s) and shall be available to each Employee upon request.

- 39.02 Upon request, the Employer will provide the Union with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.
- 39.03 If it is determined that a job description does not exist, the Employer shall prepare and provide the job description within ninety (90) days of initial request for the job description.
- 39.04 Where a job description has been altered or amended, the Employer shall provide the Union and the affected Employee(s) with the updated job description within ten (10) days.

ARTICLE 40: JOB CLASSIFICATIONS

40.01 New Classifications

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a classification title and a salary scale and give written notice of same to the Union of the new classification and the proposed salary scale.
- (b) If the Union does not agree with the classification title and/or the salary scale, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a classification title and salary scale for the new classification.
- (c) Should the parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.
- (d) Should the parties through discussion and negotiation not be able to agree to a classification title, it is understood that the Employer's decision with respect to the classification title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Code.

- (e) Should the parties not be able to agree, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to the Alternate Resolution Process. Should the Union not refer the matter to the Alternate Resolution Process within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

40.02(A) Classification Review

- (a) An Employee who has good and sufficient reason to believe that they are improperly classified, may apply in writing by electronic mail to their immediate out-of-scope Supervisor/Manager with a copy to the Human Resources Department to have their classification reviewed. This may occur when there has been a substantive change to the primary duties and responsibilities of a position, or when there has been a change in organizational structure that significantly impacts the role.

The Employee's application shall include:

- (i) Rationale/reason(s) for the classification review.
- (ii) Identify an existing appropriate classification title within the Collective Agreement for the position and provide rationale on how the current job duties fit within the proposed classification.
- (iii) Approved Job Description
- (iv) Any additional information and/or supporting documentation that is necessary or relevant to review the request.

The Human Resources Department will review the request and render a classification decision based on the current approved job description and/or job methodology in effect with the Employer.

The Human Resources Department will provide a written decision including rationale to the Employee within ninety (90) days of receiving the Employee's complete request.

An Employee may only request one review of their position during the term of the Collective Agreement unless a substantive change to the duties or responsibilities has occurred.

- (b) An Employee whose position is reclassified to a higher basic rate of pay pursuant to the process outlined in this Article, shall see any wage increase associated with the reclassification retroactive to the date of the written completed application by the Employee. The Employee shall move to the step on the salary scale of the higher classification in accordance with Article 29.08: Promotions, Transfers and Vacancies.

- (c) An Employee whose position is reclassified to a lower basic rate of pay pursuant to the process outlined in this Article, shall be red circled at the higher rate of pay until the lower basic rate of pay is equal to or greater than their previous classification or for a period of twenty-four (24) months whichever is earlier.

40.02(B) Classification Appeal Review

- (a) Should the Employee feel that they have not received proper consideration in regard to a classification review, within fifteen (15) days of receiving the written decision from the Human Resources Department, they may request that the matter be further reviewed by discussion between the Union and the Employer. The written request should:
 - (i) confirm their desire for an additional review of the classification decision, and
 - (ii) outline the reason the Employee believes the classification decision is not appropriate.
 - (iii) If a request is not initiated within fifteen (15) days, the matter is considered resolved and further action cannot be initiated for the term of the Collective Agreement.
- (b) In the event that the Union and the Employer do not agree, the Union may advance the appeal to the Director of Business Operations (or designate) within fifteen (15) days of the discussion between the Union and the Employer. The Director of Business Operations will meet with the Employer (Employee, Supervisor/Manager and HR Manager) and Union Representative (Classification) within sixty (60) days of the appeal being advanced.
- (c) The decision of the Director of Business Operations (or designate) will be communicated to the Employer (Employee Supervisor/Manager and HR Manager) and Union Representative (Classification) for HR to distribute to the Employee within ten (10) days of rendering the decision. The decision of the Director of Business Operations will be final and binding and not subject to the Grievance and Arbitration procedure.
- (d) Where a decision from the Director of Business Operations results in an increase in pay, such pay increase will be effective the date the Employee submitted the completed original request for review.

40.03 For the purposes of this Article, periods of time referred to in days shall be deemed to mean such period of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays specified in Article 22.

ARTICLE 41: JOINT ADVISORY COMMITTEE

- 41.01 There shall be a Joint Advisory Committee (Joint Committee), comprised of Employer and Union representatives and shall meet as mutually agreed.
- 41.02 The purpose of the Joint Advisory Committee is to promote a positive working relationship between Management and Employees, through exchange of information, discussion and recommendations regarding issues of mutual concern, regarding patient care and/or terms and conditions of employment.
- 41.03 The Joint Advisory Committee shall establish and amend as may be necessary from time to time its terms of reference. Such terms of reference, recommendations and decisions of the Joint Advisory Committee will not alter, amend, change, modify or be in conflict with the terms of the Collective Agreement.
- 41.04 There shall be no loss of regular pay for attendance at Joint Advisory Committee meetings.

ARTICLE 42: WORKPLACE, HEALTH, SAFETY AND WELLNESS

- 42.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety, and accident prevention. The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.
- 42.02 Required safety equipment, devices, and training, where necessary, will be provided by the Employer.
- 42.03 The Employer shall establish a Joint Worksite Health and Safety Committee which shall be composed of representatives of the Employer and at least three (3) Employee representatives appointed by the Union and may include representatives of other Employee groups.
- 42.04 The terms of reference of the Occupational Health & Safety Committee shall be agreed upon by the Union and Employer. The Committee members may request the attendance of guest(s) at an Occupational Health and Safety Committee meeting(s), and this shall not be unreasonably denied.
- 42.05 The Joint Worksite Health and Safety Committee shall meet a minimum of nine (9) times per year at a mutually acceptable hour and date. A co-chairperson(s) may call a special meeting of this Committee to deal with urgent matters and shall meet within ten (10) days of an event, such as a serious workplace injury, work refusal, or other matter that requires the Committee's attention under OHS legislation.
- 42.06 The applicable rate of pay shall be paid to an Employee representative for time spent in preparing for and in attendance at a meeting and completing duties of this Committee.

- 42.07 The Employer shall not unreasonably deny worker members of the Joint Worksite Health and Safety Committee(s) access to the workplace to conduct safety inspections, including monitoring.
- 42.08 The Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard.
- 42.09 The Joint Worksite Health and Safety Committee shall also consider measures necessary to protect the security of Employee(s) on the Employer's premises and may make recommendations to the Employer in that regard.
- 42.10 The parties will make every reasonable effort to provide available relevant information to all participating parties in advance of any discussions or meetings to ensure meaningful discussion of safety concerns, incidents, and issues.
- 42.11 (a) Should the recommendations not be implemented and adequate steps taken towards implementation within thirty (30) days from the date the recommendation is made, the Joint Worksite Health and Safety Committee may request and shall have the right to refer the issue to the Director of Business Operations. A resolution meeting between the Union and the Director of Business Operations shall take place within twenty-eight (28) calendar days of the issue being referred to the Director of Business Operations. The Director of Business Operations shall reply in writing to the Union within fourteen (14) calendar days following the meeting.
- (b) Should the issue remain unresolved following the Director of Business Operations written response, the Union may request and shall have the right to present its recommendations(s) to the Executive Director. A resolution meeting shall be held within thirty (30) calendar days of the issue being referred to the Executive Director. The Executive Director shall reply in writing to the Union within twenty-eight (28) calendar days of the presentation by the Union.
- 42.12 Where the Employer requires that the Employee receive specific immunization and titre, as a result of or related to their work, it shall be provided at no cost during work time and at the applicable rate of pay.
- 42.13 WHS&W education, training and instruction shall be provided to Employees, at the basic rate of pay, to fulfill the requirements for training, instruction or education set out in the Occupational Health and Safety Act, Regulation and Code.
- 42.14 The Occupational Health & Safety Committee will be directed to prioritize the development and implementation of a psychological health and safety plan consistent with the current CSA Psychological Health and Safety in the Workplace standard. Aspects of this plan relevant to a particular workplace may be reviewed annually by the Joint Workplace Health and Safety Committee.

ARTICLE 43: NOT ALLOCATED

ARTICLE 44: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

44.01 Except as modified by this Article, all provisions of this Collective Agreement apply to Part-time, Temporary and Casual Employees, except that Casual Employees shall not be entitled to benefits provided for in:

- Article 9: Probationary Period
- Article 11: Shift Schedules
- Article 23: Personal Leave
- Article 25: Employee Benefit Plans
- Article 26: Pension Plan
- Article 28: Seniority
- Article 30: Layoff and Recall
- Article 33: Leaves of Absence
- Article 37: Discipline and Dismissal
- Article 38: Resignation/Termination

- 44.02 (a) A Temporary Full-time or Temporary Part-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to Full-time or Part-time Employees as the case may be.
- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A Temporary Employee shall not have the right to grieve the termination of their employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 29.04(b).

44.03 Hours of Work

(A) Amend Article 10.02 to read:

“Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 ³/₄) hours in any day. The ratio of work days to non-work days shall not exceed 5:2 averaged over a period of not more than four (4) weeks. Such four (4) week periods shall be consecutive and non-inclusive.”

(B) Amend Article 10.03 (a) by adding:

“Regular hours of work shall include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work.”

(C) Amend Article 10.02 by adding:

- “(c) A Part-time Employee may work additional shifts from time to time.
- (d) Where a Part-time Employee volunteers or agrees, when requested, to work additional shifts, they shall be paid their basic rate of pay for such hours or, if applicable, at the overtime rate provided in Article 44.04(A) for those hours worked in excess of their regularly scheduled shift.
- (e) An Employee required by the Employer to work an additional shift without their having volunteered or agreed to do so, will receive one and one-half times (1.5X) their basic rate of pay. This premium payment will cease and the Employee’s basic rate of pay will apply at the start of their next scheduled shift, or additional shift worked pursuant to Article 44.03(C)(e).
- (f) At the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle, which shall constitute the regular hours of work for each Part-time Employee. Such hours may be altered in accordance with the Letter of Understanding re: Increasing or Decreasing Full-Time Equivalencies.
- (g) Agreement to amend regular hours of work pursuant to the above shall not be considered a violation of Articles 11 and 29. Where the Parties are unable to agree on an alternate process, the provisions of Article 29 shall apply.
- (h) In the event that a Casual Employee reports to work for a scheduled shift or a shift for which they have been called in for, and is not permitted to commence work, they shall be paid three (3) hours pay at the basic rate of pay.”

44.04 Overtime

(A) Amend Article 12.01 to read:

“All hours, authorized by the Employer and worked by:

- (i) a Regular Part-time Employee in excess the maximums specified in Article 44.03(A);
- (ii) a Casual Employee in excess of 7 ¾ hours per day or forty (40) hours in a week or one hundred and fifty-five (155) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period; shall be paid for at one and one-half times (1.5X) the basic rate of pay on that day.”

(B) Article 12.04 is null and void.

44.05 Salaries

- (A) Amend Article 14.02(a) to read:
“Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, Part-time, Temporary and Casual Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work. Employer paid leaves will be considered as regular hours worked for the purpose of advancing to the next increment.”

44.06 Vacation With Pay For Part-Time Employees

- (A) Article 21.01 is amended to read:

“Part-time Employees

Regular Part-time Employees shall earn vacation with pay calculated in hours

- (a) six percent (6%) during each of the first (1st) year of employment; or
 - (b) eight percent (8%) during the second (2nd) to ninth (9th) years of employment; or
 - (c) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of employment; or
 - (d) twelve percent (12%) during each of the twentieth (20th) and subsequent years of employment.
- (B) Part-Time Employees will be paid for their scheduled shift during their approved vacation. To supplement their income while on vacation, a part-time Employee may request, and their Supervisor/Manager may agree, to provide vacation pay for all unscheduled days within their approved vacation up to full-time hours, provided the Employee has enough vacation accrued in their bank at the start of their approved vacation. This arrangement will not be considered a payout but instead will be coded and paid as “regular vacation”.

Vacation for Casual Employees

- (C) Article 21.02 is amended to read:

“(a) Vacation Entitlement

A Casual Employee shall earn vacation entitlement as outlined below. Vacation Leave will be deemed to have commenced on the first (1st) regularly scheduled

work day absent on Vacation Leave, and continue on consecutive calendar days until return to duty:

- (i) during each of the first (1st) year of employment an Employee shall earn entitlement to vacation on the basis of fifteen (15) working days;
- (ii) during the second (2nd) to ninth (9th) years of employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or
- (iii) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or
- (iv) during each of the twentieth (20th) and subsequent years of employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days.

(b) Vacation Pay

Vacation pay shall be paid in accordance with the following:

- (i) six percent (6%) during each of the first (1st) year of employment; or
- (ii) eight percent (8%) during the second (2nd) to ninth (9th) years of employment; or
- (iii) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of employment; or
- (iv) twelve percent (12%) during each of the twentieth (20th) and subsequent years of employment.

(c) Article 21.06 is amended to read:

“Subject to the approval of the Employer, and depending on the Employer’s payroll and administrative systems, vacation pay entitlements may be received by an Employee at various times of the year.”

- (D) Only those regularly scheduled hours and additional hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours and periods of personal leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

44.07 Named Holidays

(A) With the exception of Article 22.06, Article 22 is replaced in its entirety by the following:
“(a) An Employee to whom these provisions apply required to work on a Named Holiday, which are:

New Year's Day	Labour Day
Alberta Family Day	National Day of Truth & Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

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

- (i) the Municipality in which the site is located;
- (ii) the Province of Alberta; or
- (iii) the Government of Canada;

shall be paid at one and one-half times (1.5X) their basic rate of pay for their regularly scheduled shift worked on a Named Holiday and one and one-half times (1.5X) their basic rate of pay for time worked in excess of their regularly scheduled shift.

(b) An Employee to whom these provisions apply shall be paid, in addition to their basic rate of pay, five percent (5%) of their basic hourly rate of pay in lieu of the Named Holidays.”

44.08 Bereavement Leave

In calculating paid Bereavement Leave entitlement for Part-time Employees, the provisions of Article 33.05 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

44.09 Change of Status

- (a) A Temporary or Casual Employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during their period of employment, provided not more than six (6) months have elapsed since they last worked for the Employer:
 - (i) salary increments;
 - (ii) vacation entitlement; and

- (iii) seniority in accordance with Article 28.01.
- (b) A Temporary Employee shall also be credited with personal leave earned and not taken during their period of temporary employment.
- (c) A Casual Employee who is not on a legislated leave and has not worked in the previous six (6) months will be deemed to have resigned their employment.

ARTICLE 45: NOT ALLOCATED

ARTICLE 46: GRIEVANCE PROCEDURE

46.01 Definition of Time Periods

- (a) For the purpose of this Article and Article 47, 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 22.01(a).
- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

46.02 Resolution of a Difference Between an Employee and the Employer

- (a) Formal Discussion
 - (i) If a difference arises between one (1) or more Employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through discussion with their immediate supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.
 - (ii) However, the mandatory formal discussion stage set out in Article 46.02(a)(i), may be bypassed when the Employee has been given a letter of discipline pursuant to Article 37.
 - (iii) In the event that the difference is of a general nature affecting two (2) or more Employees, the Union may elect to file the grievance as a group grievance. A group grievance shall be commenced at Step 1.

- (b) Step 1 (Director of Department)

The grievance shall be submitted, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Director within ten (10) days of the act

causing the grievance, or within ten (10) days of the time that the Employee could reasonably have become aware that a violation of this Collective Agreement had occurred. Upon receipt of the grievance, the Director of the Department or their designate will convene a meeting within ten (10) days. The decision of the Director shall be made known to the Employee and the Union within ten (10) days of receipt of the written statement of the grievance hearing.

(c) Step 2 (Executive Director)

Within ten (10) days of receipt of the decision of the Director, the grievance may be advanced to Step 2 by submitting to the Executive Director or designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within ten (10) days of the date of the letter. The Employer shall render a decision, in writing, to be forwarded to the Union and the grievor within ten (10) days of the date of the grievance hearing.

(d) Step 3 (Arbitration)

Should the grievance not be resolved at Step 2, the Union may elect to submit the grievance to Arbitration. In this case, the Union shall notify the Employer, in writing, within ten (10) days of the receipt of the Step 2 decision, that the Union wishes to proceed to Arbitration, and at the same time, the Union shall name its appointee to the Arbitration Board. By mutual agreement between the Parties, in writing, a single Arbitrator may be appointed.

(e) Neither the Employee nor a representative of the Local Unit of the Union 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.

(f) An Employee shall be entitled to have a Labour Relations Officer or designate employed by the Union present during any meeting pursuant to this grievance procedure.

(g) A Dismissal Grievance shall commence at Step 2.

(h) Time limits for filing of a dismissal grievance shall be as stated in Article 46.02(b).

46.03 Resolution of a Difference Between the Union and the Employer

(a) Formal Discussion

In the event that a difference of a general nature arises regarding the interpretation, application, operation or alleged contravention of this Collective

Agreement, the Union shall first attempt to resolve the difference through discussion with the Employer, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1

A Policy Grievance shall be submitted, in writing, to the Employer, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Employer, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement had occurred. Upon receipt of the grievance, a meeting, should it be necessary, may be arranged by either party. The meeting shall be held within ten (10) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the Employer shall be made known to the Union, in writing, within ten (10) days of the date of the meeting.

(c) Step 2 (Arbitration)

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within ten (10) days of the receipt of the Step 2 decision and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the Parties, a single Arbitrator may be appointed.

46.04 Default

- (a) Should the grievor 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.
- (b) 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 47: GRIEVANCE ARBITRATION

47.01 Within ten (10) days following receipt of notification pursuant to Article 46.02(d) or 46.03(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within ten (10) days, endeavor to select a mutually acceptable chairman of the Arbitration

Board. If they fail to agree, the Minister of Employment and Immigration shall be requested to appoint a Chairman, or a single arbitrator, pursuant to the *Code*.

- 47.02 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 Chairman of the Arbitration Board shall have the authority to render an award with or without 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 *Code*.
- 47.03 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 an 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 them seems just and reasonable in all circumstances.
- 47.04 Each of the Parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the Parties.
- 47.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 48: COPIES OF COLLECTIVE AGREEMENT

- 48.01 The Employer shall provide access to an electronic copy of the Collective Agreement to each new Employee upon appointment.
- 48.02 When requested by a new Employee, the Employer shall provide a copy of the Collective Agreement in paper form.
- 48.03 The Collective Agreement shall be printed in paper form by the Union, and the production cost shall be shared equally between the Parties.

ARTICLE 49: CRITICAL INCIDENT STRESS MANAGEMENT

- 49.01 A critical incident is defined as a significant and overwhelming emotional event that may be the result of experiencing a traumatic event, witnessing trauma to another person or a significant near-miss.

- 49.02 (a) Following a critical incident, an Employee may request to be provided with downtime during the shift without loss of pay following the completion of the critical incident. The Employee's request shall not be unreasonably denied.
- (b) If an Employee requests mental health services from specialized EFAP services such as trauma support, the Employee's request shall not be unreasonably denied.
- 49.03 For each psychological injury claim the Employer shall complete the appropriate WCB documentation if the critical incident results in an absence from the workplace beyond the day of the incident or necessitates health care intervention.

LETTER OF UNDERSTANDING #1

BETWEEN

MOSAIC PRIMARY CARE NETWORK
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: SEVERANCE

1. (a) Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
- (b) Notwithstanding paragraph 1(a) above, severance shall not be offered where the permanent reduction in the number of Regular Employees in the bargaining unit occurs as a result of a Regular Employee's position moving or being moved into a different functional bargaining unit.
2. (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.
- (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) weeks full-time pay for each full period of one thousand eight hundred and thirteen point five (1,813.5) hours worked at the basic rate of pay to a maximum of forty (40) weeks' pay.
- (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, callback hours and additional hours for Part-time Employees) X basic rate of pay (which for the purpose of clarity means basic rate of pay exclusive of overtime payments and premium payments).
- (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has received layoff notice in accordance with Article 30.01 and for whom no alternate vacant position is available shall have the option to select either of:

- (a) layoff with recall rights as specified in Article 30 of the Collective Agreement; or
 - (b) severance as offered by the Employer in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay, shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 30 of this Collective Agreement.
7. (a) Employees who select severance will not be eligible for:
- (i) continued employment with the Employer, or
 - (ii) rehire by any Employer who is a party to a Collective Agreement containing this provision, or
 - (iii) rehire by any Employer or agency funded directly or indirectly by the Employer paying the severance,

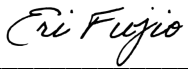
for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

- (b) The Employee may be considered for hire by an Employer referred to in 7(a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding will expire March 31, 2027, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: February 23, 2024

DATE: February 23, 2024

LETTER OF UNDERSTANDING #2

BETWEEN

MOSAIC PRIMARY CARE NETWORK
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: FLEXIBLE SPENDING ACCOUNT (FSA)

Effective January 1, 2025 and will not be applicable to Employees that departed prior to January 1, 2025.

1. Eligibility

A FSA shall be implemented for all Employees eligible for benefits in accordance with Article 25.03.

2. Calculation

The FSA will be calculated as follows:

- (a) Two thousand three hundred (\$2,300) dollars to be allocated to each eligible Employee.
- (b) Part-time Employees will receive an amount prorated to their FTE as of November 1st (eligibility date) of each year.

3. Utilization

The FSA may be used for the following purposes:

3.1 Health Spending Account (HSA):

- (a) Expenses are not taxed by the Canada Revenue Agency (CRA) and includes coverage for you and dependents on the benefits plan;
- (b) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 25 of the Collective Agreement.

3.2 Wellness Account (WA)

- (a) Wellness Account (WA): The amount of actual claims paid to you is considered a taxable benefit by CRA and this amount will appear on your T4 issued by Mosaic PCN.
- (b) Coverage includes expenses incurred by the Employee, and for any dependents.

Reimbursement for expenses associated with professional development and other eligible expenses including:

- (i) licensing fees;
- (ii) tuition costs or course registration fees;
- (iii) travel costs associated with course attendance;
- (iv) professional journals;
- (v) books or publications;
- (vi) software;
- (vii) hardware;
- (viii) fitness centre memberships and fitness equipment.
- (ix) mobile digital devices
- (x) personal computers
- (xi) ergonomic support
- (xii) family care including day care and elder care
- (xiii) alternate transportation including transit passes and/or tickets; and
- (xiv) other eligible items as outlined in the Insurer's Wellness Account document.

3.3 Contribution to a Group Registered Retirement Savings Plan (GRRSP) administered by the Employer.

3.4 Contribution to a Tax-Free Spending Account (TFSA) administered by the Employer.

4. Allocation

- (a) By December 1 (allocation date) of each year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an Employee's HSA and WA as of December 31st may be carried forward for a maximum of one (1) calendar year.
- (c) Reimbursement will be provided by the Employer/Insurer upon submission of an original receipt.

5. **Implementation**

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
- (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
- (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

6. An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

This Letter of Understanding will expire March 31, 2027, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: February 23, 2024

DATE: February 23, 2024

LETTER OF UNDERSTANDING #3

BETWEEN

MOSAIC PRIMARY CARE NETWORK
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: REGULATORY PRACTICE REVIEW PROCEDURE

WHEREAS the Parties recognize that the regulated health professions are required to practice within their regulatory standards of practice;

AND WHEREAS the Parties agree that patient safety is best achieved when there is a process that allows health professions (regulated) staff to bring forward concerns related to practice issues that may contravene their regulatory standards of practice.

The Parties therefore agree as follows:

1. Discussion

In the event an Employee in a regulated profession is directed to perform duties which may contravene their regulated standards of practice, an Employee shall first discuss the issue with their immediate supervisor.

2. Documentation

If the issue is not resolved following discussions with the supervisor, the Employee shall provide documentation detailing how the issue may contravene their standards of practice to the Director of the Department or designate.

3. Consultation

Based on a review of the documentation, the Parties may consult with the applicable College regarding the issue.

Following a review of the documentation and the consultation, the Director of the Department or designate will communicate the outcome to the Employee.

4. **Expiry**

This Letter of Understanding will expire March 31, 2027, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

Eri Fujio

[Handwritten Signature]

DATE: February 23, 2024

DATE: February 23, 2024

LETTER OF UNDERSTANDING #4

BETWEEN

MOSAIC PRIMARY CARE NETWORK
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: GUIDELINES FOR DETERMINATION OF REQUIREMENT TO PROVIDE AN AUTOMOBILE

WHEREAS the Parties agree that it is mutually beneficial to ensure a common approach and understanding for decisions with respect to the requirement to provide an automobile under Articles 20.01 and 20.02 of the Collective Agreement, the following guidelines have been established.

These guidelines do not amend or replace the provisions of Article 20.

Requirement to Provide an Automobile:

1. The Employer shall determine which Employees are required to provide an automobile for business use in their employment.
2. The determination is made by the manager in circumstances where an Employee requires an automobile to perform the primary and integral responsibilities of their position.
3. Employees who use an automobile to perform incidental or peripheral tasks, such as attending meetings, would not be deemed to be required to provide an automobile for use in their employment.
4. The Employer shall confirm in writing the requirement for an Employee to provide an automobile based on these guidelines.
5. The requirement to provide an automobile shall be included in job postings and letters of hire.
6. Employees will be provided with thirty (30) days advance notice if the Employer makes a determination that the Employee is no longer required to provide an automobile for business use.

This Letter of Understanding will expire March 31, 2027, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

Eri Fujio



DATE: February 23, 2024

DATE: February 23, 2024

LETTER OF UNDERSTANDING #5

BETWEEN

MOSAIC PRIMARY CARE NETWORK
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: ALTERNATE RESOLUTION PROCESS (ARP)

Whereas the Parties agree it is in their best interests to have grievances resolved expediently, and in an economical manner, and there is benefit in having a full discussion of the issues,

THEREFORE, the Parties agree, the basis of the ARP process is as follows:

- (a) The purpose of the ARP is to have an open, non-binding discussion in an attempt to reach a resolution satisfactory to both Parties.
- (b) Prior to a matter being arbitrated, the Parties may agree to refer the issue to the ARP. Reference of a matter to the ARP is voluntary and must be agreed to by both Parties.
- (c) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a resolution.
- (d) Any and all information or documents shared during, or in preparation for the ARP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.
- (e) Each ARP will be heard jointly by one (1) representative from the Union and one (1) representative from the Employer(s).
- (f) The ARP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties and are considered privileged and may not be used for any other purpose.

The Parties will meet through the Joint Committee during the life of the Collective Agreement to discuss the operation and effectiveness of the ARP process.

This Letter of Understanding will expire March 31, 2027, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

Eri Fujio

[Signature]

DATE: February 23, 2024

DATE: February 23, 2024

LETTER OF UNDERSTANDING #6

BETWEEN

MOSAIC PRIMARY CARE NETWORK
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: DUTY TO ACCOMMODATE

WHEREAS the Parties agree in order to facilitate the multi-party duty to accommodate, and in accordance with the Employer's Workplace Accommodation Policy, the Parties agree as follows:

1. The Parties acknowledge they share the responsibility for the duty to accommodate Employees up to the point of undue hardship. The parties also acknowledge that working together to ensure Employees are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness is of particular importance in the health care sector.
2. The Employer shall provide the Union with a copy of an Employee's Request for Accommodation Form within ten (10) working days of receipt of the form in Human Resources.
3. The Employer shall provide the Employee with a copy of the accommodation policy.
4. Once the Employer has received the Employee's Request for Accommodation Form they will meet with the Employee without undue delay to develop a plan. The Union may be present if requested by either party.
5. All Parties involved will respect the right to privacy of the Employee seeking the accommodation, communicating only information that is pertinent to the accommodation process to those involved in the accommodation.
6. It is understood that Employees must be available to participate in the accommodation process and as such, where the Employer requires the Employee to attend a meeting regarding a placement, the Employer shall consult the Employee as to their availability.
7. If at any point during the process of accommodation a dispute arises, either party may refer the matter to the Alternative Resolution Process (ARP) referenced in Letter of Understanding #9.

This Letter of Understanding will expire on March 31, 2027, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

Eri Fazio



DATE: February 23, 2024

DATE: February 23, 2024

LETTER OF UNDERSTANDING #7

BETWEEN

MOSAIC PRIMARY CARE NETWORK
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: ON-CALL AND CALL BACK

APPLICABLE TO IT EMPLOYEES ONLY

ON-CALL DUTY

1. On-Call Duty applies only to those hours when an Employee is not at work at the Centre but is assigned to be on-call and required to be readily available to return to work should the need arise.
2. For each full hour that an Employee is assigned to On-Call duty by the Employer, they shall be paid:
 - (a) three dollars and thirty cents (\$3.30) per hour; or
 - (b) on scheduled days off and Named Holidays, the sum of four dollars (\$4.00) per hour.
3. A Named holiday or scheduled day off shall run from 0001 hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.
4. Employees may trade On-Call duty days provided:
 - (a) they have obtained the Employer's prior approval; and
 - (b) there is no additional cost to the Employer

CALL-BACK

1.
 - (a) For each occasion on which an Employee is required to attend at the work site during the Employee's on-call period, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer. This time shall be paid at the overtime rate in accordance with Article 12.
 - (b) When an Employee is required to work, but can do so remotely, they shall be paid only for the hours worked. This time shall be paid at the overtime rate in accordance with Article 12.

2. The three (3) hour call-back minimum shall not apply when an Employee is called and required to work overtime contiguous with, either before or following, their regularly scheduled shift.
3. If mutually agreed between the Employer and the Employee, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out in accordance with Article 12.05.
4. An Employee called back to duty on a Named Holiday shall be:
 - (a) Paid two times (2.0x) for the first four hours of call back.
 - (b) Paid at two and a half time (2.5x) for any remaining hours worked on the statutory holiday.
5.
 - (a) Where an Employee works more than six (6) hours pursuant to this Article they shall be entitled to eight (8) consecutive hours rest before commencing their next scheduled shift, without loss of earnings.
 - (b) The Employee in the above situation will advise their Supervisor/Manager in advance of the fact that they will not be reporting for duty at their scheduled time.
 - (c) This provision is waived if the Employee is granted a request for a particular shift arrangement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: February 23, 2024

DATE: February 23, 2024

LETTER OF UNDERSTANDING #8

BETWEEN

MOSAIC PRIMARY CARE NETWORK
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: INCREASING OR DECREASING FULL-TIME EQUIVALENCY

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

WHEREAS the Parties agree that increases and/or decreases to established FTEs can have the following positive effects on the workplace:

- Promoting a better work/life balance for Regular Employees by allowing them the opportunity to adjust their FTE as their lifestyle or personal circumstances change.
 - Decreases to FTEs can provide increased choice to an Employee who gradually wants to phase or bridge into retirement and may create opportunities for formal succession or mentoring programs.
1. Eligibility for consideration requests must meet the following criteria:
 - a. Must have worked at MPCN for a minimum of twelve (12) consecutive months in their current job classification and position at the time of request;
 - b. Must be a Regular Employee;
 2. FTE change requests must be a minimum of 0.2 FTE and in increments of 0.2 FTE. The decrease request cannot result in an FTE lower than 0.6 FTE. Requests must also indicate whether the FTE adjustment is permanent or temporary.
 3. An Employee may only request an FTE change once every twelve (12) month period.
 4. Temporary FTE change requests must be for a minimum duration of twelve (12) months.
 5. There must be eligible Employee(s) in the classification and job title with similar skill sets available to offset the residual FTE.
 - a. Where operational needs allow, the Employer reserves the right to retain the residual FTE from immediate allocation without unreasonable delay.

- b. When the residual FTE is regularly scheduled at an Employer site, the Employer reserves the right to ensure the Employee accepting the FTE continues to be scheduled at an Employer site. A review of the Hybrid Work Arrangement may be warranted for all Employees impacted.
6. All requests to adjust FTEs must be made in writing to the Supervisor/Manager and must state whether the FTE adjustment is permanent or temporary. The Union must be notified by the Employee at the time the request is made. Within fourteen (14) days of the request, the Employer shall respond in writing indicating whether the request is denied or will advance to canvassing.
7. Where residual FTE is available, the Employer may canvass eligible Regular Employee(s) in writing with the opportunity to increase their FTEs.
 - (a) Should more than one (1) eligible Employee express interest in accepting the FTE increase, the skills and qualifications most applicable to the FTE should be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, then seniority shall be the deciding factor.
8.
 - (a) Eligibility to express interest in accepting FTE increases are limited to Regular Employees who have worked at MPCN for a minimum of twelve (12) consecutive months in their current job classification and position at the time of the request.
 - (b) Employees who are in an approved temporary FTE reduction are ineligible to accept FTE increases for the duration of the approved term.
9. Regular positions that are changed as a result of an FTE increase or decrease must comply with Article 11: Work Schedules and Shifts.
10. When a Regular Employee reduces their FTE on a temporary basis, their pre-reduction FTE will be maintained. A Regular Employee who has been granted a temporary reduction in FTE through this Letter of Understanding will accrue benefits and entitlements under the Collective Agreement based on the reduced FTE during the temporary period. At the completion of the term of the temporary reduction, the Employee will be reinstated into their pre-reduction FTE.
11. Where a request to change hours or work is approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work.
12. This Letter of Understanding has no application to situations requiring a duty to accommodate under relevant legislation.

This Letter of Understanding will expire on March 31, 2027, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

Eri Fujio



DATE: February 23, 2024

DATE: February 23, 2024

LETTER OF UNDERSTANDING #9

BETWEEN

Mosaic Primary Care Network
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: HYBRID WORK ARRANGEMENT (HWA) AGREEMENT

The Collective Agreement applies to Employees covered by the Hybrid Work Arrangement (HWA) Agreement. Unless an approved HWA is in place, work will be completed at an assigned Employer Site as directed by the Employer.

This Letter of Understanding shall apply to Employees who have been approved by the Employer by utilizing the MPCN Hybrid Work Arrangement Guidelines to work in a HWA. Where the Employer has denied an Employee's request, they shall provide their reasons in writing.

Definitions

For the purposes of this Letter of Understanding, the following definitions apply:

"Hybrid Work" shall mean work performed by Employees who use computers and telecommunication equipment to work at a non-Employer owned, operated, or affiliated site approved by the Employer. This work may be performed at the approved Remote Site for all, or a subset of scheduled shifts as approved by the Employer.

"Hybrid Work Arrangement" is an arrangement where an Employee alternates their time between an Employer Site and an approved Remote Site. An Employee in a Hybrid Work Arrangement is regularly scheduled to work at an approved Remote Site and an Employer Site.

"Remote Site" shall mean any location that is not owned, operated, or affiliated with the Employer.

"Employer Site" shall mean any location that the Employee is directed to go to by the Employer.

"Designated Work Location" is as defined in accordance with Article 20.01 for the purposes of calculation and administration of travel.

Terms of Agreement

1. All responsibilities and performance expectations will apply to Employees participating in a HWA.
2. Where the Employer identifies issues with the performance of an Employee participating in a HWA, the Employer may require that the Employee report at an Employer Site to enable such issues to be addressed, in which case the Employer will provide the Employee with forty-eight (48) hours' notice. Such notice will include the expected duration of the requirement to report at an Employer Site.
3. Nothing in this agreement prevents the Employer from disciplining or terminating an Employee in accordance with Article 37 of the Collective Agreement.
4. The Employer or the Employee may terminate the HWA by providing sixty (60) calendar days' written notice, or such shorter period as may be mutually agreed between the Employee and Employer. Where the Employer is terminating the HWA they will provide reasons in writing. The Employee shall be returned to an Employer's site with no impact to seniority, FTE, classification and at the same rate of pay.
5. The sixty (60) calendar days' notice period shall not apply when the Employer terminates the HWA for cause.
6. The Employee shall be available to attend work at Employer Sites for meetings, training, in-services, projects or performance appraisals etc. as directed by the Employer.
7. It is expected that the Employee be available for work during scheduled hours as posted by the Employer.
8. An Employee working at a Remote Site will be required to use high-speed internet and maintain appropriate methods for securing the storage or transmission of confidential information. Should an Employee have technology issues, it is expected that they work at an Employer site.
9. An Employee shall not be entitled to shift and/or weekend differential except when scheduled or directed by the Employer to work during hours that qualify for shift and/or weekend differential.
10. An Employee shall not be entitled to overtime payment except when directed by the Employer to work in excess of the normal hours of work as defined in Article 10 (Hours of Work) or Article 44.03 (Part-Time, Temporary and Casual Employees) of the Collective Agreement.
11. For travel between Employer Sites and any other business related travel required by the Employer, travel time and kilometrage shall be paid for all travel on Employer authorized business as per MPCN's Expense Reimbursement Policy .
12. When an Employee is not required to provide an automobile for use in their employment is directed by the Employer to report to an Employer Site other than their designated work location, they shall be entitled to claim kilometrage in accordance with Article 20.

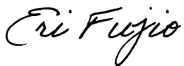
13. An Employee shall be reimbursed for necessary parking expenses at sites other than their assigned site in accordance with Employer policy.
14. The Employer may visit the Remote Site for business and inspection purposes, however, the Employee will receive twenty-four (24) hours' notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours of the administrative offices of the Employer, except in cases of emergency.
15. The Employee shall report all of their absences from work to their immediate supervisor or designate.
16. It is understood that dependent care provisions will be in place during hours of work.

The Parties will meet through the Joint Advisory Committee during the life of the Collective Agreement to discuss the operation of this Letter of Understanding and to assess possible modifications. The Parties may jointly recommend changes to the Letter of Understanding to their respective principles as a result of these discussions.

The Letter of Understanding will expire on March 31, 2027 , or upon the date the ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: February 23, 2024

DATE: February 23, 2024

LETTER OF UNDERSTANDING #10

BETWEEN

MOSAIC PRIMARY CARE NETWORK
(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: MOBILITY

WHEREAS the Parties have introduced the Mobility Letter of Understanding (LOU);

AND WHEREAS the Parties acknowledge a process for mobility to be outlined;

AND WHEREAS the Parties mutually agree that amalgamation of the Mosaic PCN clinics estimated to be completed by August 2024 should result in less temporary reassignments;

THEREFORE, the Parties agree upon the following terms:

1. Temporary Reassignment

- (a) The Employer may assign Employees to work at another Employer Site(s) for the purposes of training, orientation, meetings, emergencies, and operational requirements, on an intermittent basis. Employees required to travel between Employer Site(s) during the workday will be reimbursed for travel expenses in accordance with Article 20 of the Collective Agreement.
- (b) (i) When the Employer deems there is a requirement to temporarily reassign staff to other Site(s) due to unforeseen circumstances, the Employer will provide as much advance notice as possible and retains the right to select the most appropriate individual to be assigned.
- (ii) If there is a predetermined and prolonged need for reassignment due to operational changes, long-term vacancies, etc., the Employer shall identify the Employee(s) most appropriate for the reassignment, based on skills, abilities, and previous experience within the work environment. The Employer will canvas the identified Employee(s) to determine their preference for accepting the temporary reassignment. If there are more volunteers than opportunities available, the reassignment will be offered to the eligible Employee(s) by order of seniority. In the event there are fewer volunteers than opportunities available, eligible Employees shall be assigned in reverse order of seniority.

2. The Employer shall provide as much information regarding the reassignment to the impacted Employee(s) as possible prior to and throughout the reassignment (e.g. Reporting Supervisor/Manager, schedule, duration, etc.).
3. Employees assigned to other Site(s) will be provided an appropriate paid orientation to the other Site(s) as required.
4. Program Transfers

Where programs are to be moved between Site(s), the Parties will meet prior to the program transfer being implemented to discuss the process to be followed and measures to protect the interests of the Employees affected.

This Letter of Understanding will expire on March 31, 2027, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: February 23, 2024

DATE: February 23, 2024

CLASSIFICATIONS

Job Family	Job Classification	Job Title
Administrative Support or Clinic Support	Administrative Support I	Medical Office Assistant
		Receptionist & Office Coordinator
	Administrative Support II	Senior Medical Office Assistant
	Administrative Support III	Accounts Payable Administrator
		Clinic Coordinator
		Administrative Assistant
		Primary Care Coordinator
		Physician Affairs Coordinator
Corporate Services or	Program Specialist I	Communications and Marketing Coordinator
Clinic Operational Services		Electronic Medical Record (EMR) Specialist
		Transition and Community Coordinator
		IT Support Analyst
	Program Specialist II	Business Analyst
		Communications and Marketing Specialist
		Evaluation Analyst
		IT Infrastructure Analyst
		IT Project Manager / Project Manager
		Learning and Development Business Partner
		Contract Management Specialist
		Member Events & Learning and Development Specialist
		Asset Management Coordinator
		Evaluation Consultant
	Program Specialist III	Senior Database Analyst
		Senior Project Manager
		Facilities and OHS Lead
		Clinical Project Specialist (CPS)
		Team Lead, Medical Home Support
		Quality Improvement Lead

Job Family	Job Classification	Job Title	
Community Physician Support	Community Support I	Community Health Navigator Health Navigator	
	Community Support II	Senior Community Health Navigator Membership Coordinator	
	Community Support III	Community Engagement Coordinator	
	Physician Support	Practice Facilitator	
	Allied Health	Kinesiologist	Kinesiologist
		Occupational Therapist	Occupational Therapist
		Dietitian	Primary Care Dietitian
Social Worker		Social Worker	
Mental Health Therapist		Mental Health Therapist	
Pharmacist		Primary Care Pharmacist	
Physician Assistant		Physician Assistant	
Nursing	Licensed Practical Nurse (LPN)	Licensed Practical Nurse Foot Care Nurse (LPN) Health Liaison (LPN)	
	Registered Nurse (RN)	Primary Care Nurse Foot Care Nurse (RN) Primary Care Navigation Nurse Float Nurse (RN) Speciality Case Management Nurse (RN)	
	Certified Graduate Nurse	Certified Graduate Nurse	

WAGE GRID BY CLASSIFICATION

Job Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Support I										
	April 1, 2023	\$18.78	\$19.44	\$20.12	\$20.83	\$21.55	\$22.31	\$23.08	\$23.89	\$24.73
	April 1, 2024	\$19.25	\$19.93	\$20.62	\$21.35	\$22.09	\$22.87	\$23.66	\$24.49	\$25.35
	April 1, 2025	\$19.73	\$20.43	\$21.14	\$21.88	\$22.64	\$23.44	\$24.25	\$25.10	\$25.98
	April 1, 2026	\$20.22	\$20.94	\$21.67	\$22.43	\$23.21	\$24.03	\$24.86	\$25.73	\$26.63
Administrative Support II										
	April 1, 2023	\$20.75	\$21.49	\$22.24	\$23.23	\$23.81	\$24.65	\$25.50	\$26.41	\$27.33
	April 1, 2024	\$21.27	\$22.03	\$22.80	\$23.81	\$24.41	\$25.27	\$26.14	\$27.07	\$28.01
	April 1, 2025	\$21.80	\$22.58	\$23.37	\$24.41	\$25.02	\$25.90	\$26.79	\$27.75	\$28.71
	April 1, 2026	\$22.35	\$23.14	\$23.95	\$25.02	\$25.65	\$26.55	\$27.46	\$28.44	\$29.43
Administrative Support III										
	April 1, 2023	\$23.23	\$24.04	\$24.87	\$25.74	\$26.66	\$27.58	\$28.55	\$29.55	\$30.59
	April 1, 2024	\$23.81	\$24.64	\$25.49	\$26.38	\$27.33	\$28.27	\$29.26	\$30.29	\$31.35
	April 1, 2025	\$24.41	\$25.26	\$26.13	\$27.04	\$28.01	\$28.98	\$29.99	\$31.05	\$32.13
	April 1, 2026	\$25.02	\$25.89	\$26.78	\$27.72	\$28.71	\$29.70	\$30.74	\$31.83	\$32.93
Program Specialist I										
	April 1, 2023	\$29.65	\$30.68	\$31.77	\$32.86	\$34.03	\$35.22	\$36.45	\$37.72	\$39.04
	April 1, 2024	\$30.39	\$31.45	\$32.56	\$33.68	\$34.88	\$36.10	\$37.36	\$38.66	\$40.02
	April 1, 2025	\$31.15	\$32.24	\$33.37	\$34.52	\$35.75	\$37.00	\$38.29	\$39.63	\$41.02
	April 1, 2026	\$31.93	\$33.05	\$34.20	\$35.38	\$36.64	\$37.93	\$39.25	\$40.62	\$42.05
Program Specialist II										
	April 1, 2023	\$32.22	\$33.35	\$34.51	\$35.72	\$36.97	\$38.26	\$39.60	\$40.99	\$42.42
	April 1, 2024	\$33.03	\$34.18	\$35.37	\$36.61	\$37.89	\$39.22	\$40.59	\$42.01	\$43.48
	April 1, 2025	\$33.86	\$35.03	\$36.25	\$37.53	\$38.84	\$40.20	\$41.60	\$43.06	\$44.57
	April 1, 2026	\$34.71	\$35.91	\$37.16	\$38.47	\$39.81	\$41.21	\$42.64	\$44.14	\$45.68
Program Specialist III										
	April 1, 2023	\$34.66	\$36.25	\$37.90	\$39.64	\$41.47	\$43.37	\$45.36	\$47.44	\$49.62
	April 1, 2024	\$35.53	\$37.16	\$38.85	\$40.63	\$42.51	\$44.45	\$46.49	\$48.63	\$50.86
	April 1, 2025	\$36.42	\$38.09	\$39.82	\$41.65	\$43.57	\$45.56	\$47.65	\$49.85	\$52.13
	April 1, 2026	\$37.33	\$39.04	\$40.82	\$42.69	\$44.66	\$46.70	\$48.84	\$51.10	\$53.43

Job Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Community Support I										
	April 1, 2023	\$18.78	\$19.44	\$20.12	\$20.83	\$21.55	\$22.31	\$23.08	\$23.89	\$24.73
	April 1, 2024	\$19.25	\$19.93	\$20.62	\$21.35	\$22.09	\$22.87	\$23.66	\$24.49	\$25.35
	April 1, 2025	\$19.73	\$20.43	\$21.14	\$21.88	\$22.64	\$23.44	\$24.25	\$25.10	\$25.98
	April 1, 2026	\$20.22	\$20.94	\$21.67	\$22.43	\$23.21	\$24.03	\$24.86	\$25.73	\$26.63
Community Support II										
	April 1, 2023	\$20.75	\$21.49	\$22.24	\$23.01	\$23.81	\$24.65	\$25.50	\$26.45	\$27.33
	April 1, 2024	\$21.27	\$22.03	\$22.80	\$23.59	\$24.41	\$25.27	\$26.14	\$27.11	\$28.01
	April 1, 2025	\$21.80	\$22.58	\$23.37	\$24.18	\$25.02	\$25.90	\$26.79	\$27.79	\$28.71
	April 1, 2026	\$22.35	\$23.14	\$23.95	\$24.78	\$25.65	\$26.55	\$27.46	\$28.48	\$29.43
Community Support III										
	April 1, 2023	\$29.65	\$30.68	\$31.77	\$32.86	\$34.03	\$35.22	\$36.45	\$37.72	\$39.04
	April 1, 2024	\$30.39	\$31.45	\$32.56	\$33.68	\$34.88	\$36.10	\$37.36	\$38.66	\$40.02
	April 1, 2025	\$31.15	\$32.24	\$33.37	\$34.52	\$35.75	\$37.00	\$38.29	\$39.63	\$41.02
	April 1, 2026	\$31.93	\$33.05	\$34.20	\$35.38	\$36.64	\$37.93	\$39.25	\$40.62	\$42.05
Physician Support										
	April 1, 2023	\$34.71	\$35.93	\$37.18	\$38.49	\$39.84	\$41.22	\$42.67	\$44.16	\$45.71
	April 1, 2024	\$35.58	\$36.83	\$38.11	\$39.45	\$40.84	\$42.25	\$43.74	\$45.26	\$46.85
	April 1, 2025	\$36.47	\$37.75	\$39.06	\$40.44	\$41.86	\$43.31	\$44.83	\$46.39	\$48.02
	April 1, 2026	\$37.38	\$38.69	\$40.04	\$41.45	\$42.91	\$44.39	\$45.95	\$47.55	\$49.22
Kinesiologist										
	April 1, 2023	\$36.86	\$38.15	\$39.59	\$41.06	\$42.55	\$44.16	\$45.78	\$47.40	\$48.57
	April 1, 2024	\$37.78	\$39.10	\$40.58	\$42.09	\$43.61	\$45.26	\$46.92	\$48.59	\$49.78
	April 1, 2025	\$38.72	\$40.08	\$41.59	\$43.14	\$44.70	\$46.39	\$48.09	\$49.80	\$51.02
	April 1, 2026	\$39.69	\$41.08	\$42.63	\$44.22	\$45.82	\$47.55	\$49.29	\$51.05	\$52.30
Occupational Therapist										
	April 1, 2023	\$36.86	\$38.15	\$39.59	\$41.06	\$42.55	\$44.16	\$45.78	\$47.40	\$48.57
	April 1, 2024	\$37.78	\$39.10	\$40.58	\$42.09	\$43.61	\$45.26	\$46.92	\$48.59	\$49.78
	April 1, 2025	\$38.72	\$40.08	\$41.59	\$43.14	\$44.70	\$46.39	\$48.09	\$49.80	\$51.02
	April 1, 2026	\$39.69	\$41.08	\$42.63	\$44.22	\$45.82	\$47.55	\$49.29	\$51.05	\$52.30
Dietitian										
	April 1, 2023	\$37.41	\$38.77	\$40.29	\$41.69	\$43.21	\$44.84	\$46.41	\$48.07	\$49.74
	April 1, 2024	\$38.35	\$39.74	\$41.30	\$42.73	\$44.29	\$45.96	\$47.57	\$49.27	\$50.98
	April 1, 2025	\$39.31	\$40.73	\$42.33	\$43.80	\$45.40	\$47.11	\$48.76	\$50.50	\$52.25
	April 1, 2026	\$40.29	\$41.75	\$43.39	\$44.90	\$46.54	\$48.29	\$49.98	\$51.76	\$53.56

Job Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Social Worker										
	April 1, 2023	\$36.52	\$37.78	\$39.21	\$40.63	\$42.15	\$43.69	\$45.36	\$46.95	\$48.57
	April 1, 2024	\$37.43	\$38.72	\$40.19	\$41.65	\$43.20	\$44.78	\$46.49	\$48.12	\$49.78
	April 1, 2025	\$38.37	\$39.69	\$41.19	\$42.69	\$44.28	\$45.90	\$47.65	\$49.32	\$51.02
	April 1, 2026	\$39.33	\$40.68	\$42.22	\$43.76	\$45.39	\$47.05	\$48.84	\$50.55	\$52.30
Mental Health Therapist										
	April 1, 2023	\$38.95	\$40.40	\$41.84	\$43.39	\$44.97	\$46.64	\$48.32	\$50.00	\$51.75
	April 1, 2024	\$39.92	\$41.41	\$42.89	\$44.47	\$46.09	\$47.81	\$49.53	\$51.25	\$53.04
	April 1, 2025	\$40.92	\$42.45	\$43.96	\$45.58	\$47.24	\$49.01	\$50.77	\$52.53	\$54.37
	April 1, 2026	\$41.94	\$43.51	\$45.06	\$46.72	\$48.42	\$50.24	\$52.04	\$53.84	\$55.73
Pharmacist										
	April 1, 2023	\$51.83	\$52.82	\$53.65	\$54.47	\$55.65	\$56.57	\$57.57	\$58.67	\$59.59
	April 1, 2024	\$53.13	\$54.14	\$54.99	\$55.83	\$57.04	\$57.98	\$59.01	\$60.14	\$61.08
	April 1, 2025	\$54.46	\$55.49	\$56.36	\$57.23	\$58.47	\$59.43	\$60.49	\$61.64	\$62.61
	April 1, 2026	\$55.82	\$56.88	\$57.77	\$58.66	\$59.93	\$60.92	\$62.00	\$63.18	\$64.18
Physician Assistant										
	April 1, 2023	\$38.73	\$40.10	\$41.49	\$42.94	\$44.44	\$46.00	\$47.61	\$49.28	\$51.00
	April 1, 2024	\$39.70	\$41.10	\$42.53	\$44.01	\$45.55	\$47.15	\$48.80	\$50.51	\$52.28
	April 1, 2025	\$40.69	\$42.13	\$43.59	\$45.11	\$46.69	\$48.33	\$50.02	\$51.77	\$53.59
	April 1, 2026	\$41.71	\$43.18	\$44.68	\$46.24	\$47.86	\$49.54	\$51.27	\$53.06	\$54.93
Licensed Practical Nurse (LPN)										
	April 1, 2023	\$26.14	\$27.27	\$28.37	\$29.47	\$30.58	\$31.63	\$32.91	\$34.23	
	April 1, 2024	\$26.79	\$27.95	\$29.08	\$30.21	\$31.34	\$32.42	\$33.73	\$35.09	
	April 1, 2025	\$27.46	\$28.65	\$29.81	\$30.97	\$32.12	\$33.23	\$34.57	\$35.97	
	April 1, 2026	\$28.15	\$29.37	\$30.56	\$31.74	\$32.92	\$34.06	\$35.43	\$36.87	
Registered Nurse (RN)										
	April 1, 2023	\$36.42	\$37.83	\$39.22	\$40.63	\$42.04	\$43.42	\$44.84	\$46.16	\$47.80
	April 1, 2024	\$37.33	\$38.78	\$40.20	\$41.65	\$43.09	\$44.51	\$45.96	\$47.31	\$49.00
	April 1, 2025	\$38.26	\$39.75	\$41.21	\$42.69	\$44.17	\$45.62	\$47.11	\$48.49	\$50.23
	April 1, 2026	\$39.22	\$40.74	\$42.24	\$43.76	\$45.27	\$46.76	\$48.29	\$49.70	\$51.49
Certified Graduate Nurse										
	April 1, 2023	\$33.32	\$34.35	\$35.07	\$35.72	\$36.28	\$37.04	\$38.21	\$39.33	\$40.71
	April 1, 2024	\$34.15	\$35.21	\$35.95	\$36.61	\$37.19	\$37.97	\$39.17	\$40.31	\$41.73
	April 1, 2025	\$35.00	\$36.09	\$36.85	\$37.53	\$38.12	\$38.92	\$40.15	\$41.32	\$42.77
	April 1, 2026	\$35.88	\$36.99	\$37.77	\$38.47	\$39.07	\$39.89	\$41.15	\$42.35	\$43.84

Red Circling: Employees who are paid "above grid" rates through review of placement to this wage grid, whether in totality or in current experience rate, will be maintained at their rate of pay prior to

ratification with no movement until the grid matches or exceeds their rate of pay prior to ratification, for the term of the collective agreement. No Employees shall lose pay through review and placement to this grid.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

Eri Fujio



DATE: February 23, 2024

DATE: February 23, 2024