TENTATIVE AGREEMENT

BETWEEN

ALBERTA PRECISION LABORATORIES

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA

NOTE #1: This document addresses amendments, additions and deletions to the current collective agreement language **ONLY**. Any/all current language not specifically addressed in this document is to be considered unchanged.

~~RED~~ deleted language
BLUE new language

Collective Agreement

between

The Health Sciences Association of Alberta
(All Employees except Drivers)

- and -

Alberta Precision Laboratories (APL)

October 1, 2024 to September 30, 2028

The Parties respectfully acknowledge that Alberta is located on historical and contemporary Indigenous lands, including the territories of Treaty 6, Treaty 7 & Treaty 8 and the homeland of the Métis Nation within Alberta and 8 Métis Settlements. We recognize these and many others whose histories, languages, and cultures continue to influence our vibrant community.

SALARIES APPENDIX

PARAMEDICAL TECHNICAL
OFFICE AND CLERICAL
TRANSPORTATION REPRESENTATIVES (North of Calgary)

General Wage Increases:

Effective October 1, 2024: 3% for all classifications / all steps

Effective October 1, 2025: 3% for all classifications / all steps

Effective October 1, 2026: 3% for all classifications / all steps

Effective October 1, 2027: 3% for all classifications / all steps

Housekeeping:

Any new classifications that have been added to the bargaining unit or that are missing from the collective agreement will be included in the appropriate salary appendix.

- Transportation Representatives (North of Calgary) (per LOU signed December 7, 2023)

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 ~~Alberta Health Services~~ **Alberta Precision Laboratories** exchange notice of ratification by their principals of this Collective Agreement, up to and including the thirtieth (30th) day of September ~~2024~~ **2028**, 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 not 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

In this Collective Agreement:

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, **the educational allowance payable as per Letter of Understanding #20 and the Long Service Pay Adjustment payable under Letter of Understanding # XX** but exclusive of all other allowances and premium payments.

2.05 "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.

2.06 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 twelve (12) 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 such extension request shall be submitted to the Union in writing thirty (30) days prior to expiry. Such agreement shall not be unreasonably withheld.

2.07 "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.

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

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

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

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

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

2.13 "Steward" means an Employee of the Employer designated by the Union to act as an Employee representative in the administration of the collective agreement.

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

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

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(s) issued by the Labour Relations Board, ~~45-2019 and 59-2019~~ **C2225-2023** 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 forty-five (45) 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. **Should an in-person corporate orientation to be scheduled by the Employer,** the Employer shall notify the Union two (2) weeks in advance of ~~the~~ **such** orientation. ~~where practicable~~. Where the representative of the Union is a Steward or Local Unit Representative there shall be no loss of pay for time spent at the presentation.

The Union will provide the Employer with a link to the Union new member orientation, which shall be included in the Employer's new hire orientation checklist. Time spent reviewing the new member orientation counts towards the Union presentation as outlined above.

4.07 Local Unit Representatives

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. 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) The name of a Steward shall be supplied to the Employer before they are recognized as a Steward. An Employee authorized by the Union to act as a Steward shall provide a copy of such authorization to their 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 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 (15^{th}) day of the month following and shall be accompanied by a list showing the name and classification and category [regular, temporary, casual (including Employees on recall)] 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, **Employee ID, Hire Date, leave of absence reason, Site/Location,** 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 thirty (30) 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 thirty (30) 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.

5.08 In the event of a strike or lockout, the requirement for the Union to provide notice of a change to the rate at which dues are to be deducted or for a Special Assessment, as outlined in 5.04 and 5.06 respectively, shall be reduced to not less than fourteen (14) days.

ARTICLE 11: WORK SCHEDULES AND SHIFTS

11.01 An Employee shall be aware that they may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

11.02 **Shift Scheduling Standards and Premiums for Non-Compliance**

(a) Except in cases of emergency or by mutual agreement **in writing** 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 fifteen (15) 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 **in writing between the Employer and the Employee** ~~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**s** worked during the two (2) week period;

(ii) failure to provide both 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 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 fifteen (15) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of two times (2X) the Basic Rate of Pay 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 fifty-six (56) hours off duty.

(d) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and Employee provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

(i) scheduled days off shall not be considered as day duty; and

(ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the Employee according to the shift schedule save and except for the vacation.

11.03 **Schedule Posting and Schedule Changes**

(a) Unless otherwise agreed between the Employer and the Union, shift schedules shall be posted twelve (12) 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), (c) and (d).

(b) Unless an Employee is given at least fourteen (14) calendar days' notice of a change of their scheduled day(s) off, they shall be paid two times (2X) their Basic Rate of Pay for all hours worked on such day(s) unless such change is at the Employee's request.

(c) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e. days to evenings, days to nights or evenings to nights) but not their day off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on the first shift of the changed schedule unless fourteen (14) calendar days' notice of such change has been given.

(d) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by more than two (2) hours, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on this shift unless fourteen (14) calendar days' notice of such change has been given.

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 two (2) hours 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 **B**asic ~~hourly~~ **R**ate of **P**ay for all hours worked with an addition of two (2) hours pay at their Basic Rate of Pay for that inconvenience.

11.06 **Employee Shift ~~Trading~~ Exchange**

Employees may exchange shifts and/or days off ~~with the~~ **subject to the** 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 twelve (12) weeks in advance.

ARTICLE 13: ON-CALL DUTY

13.01 The term "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to return to duty and/or available for electronic consultation.

13.02 Unless otherwise agreed between the Employer and the Union, on-call periods shall be scheduled at least twelve (12) weeks in advance except in cases of emergency. Employees whose on-call schedule has been changed with less than fourteen (14) calendar days' notice shall be paid at the ~~higher~~ on-call rate.

If, in the course of a posted on-call duty roster, the Employer changes an Employee's on-call period, the Employee shall be paid at two times (2X) the on-call rate for all hours in the first period of on-call affected by the change unless fourteen (14) days' notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.

13.03 Wherever possible, the Employee shall not be assigned to on-call duty more than seven (7) consecutive calendar days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the ~~higher~~ on-call rate for the eighth (8^{th}) and subsequent days in that two (2) week period. The ~~higher~~ on-call rate shall apply until an Employee has two (2) consecutive days off without being on-call. Where an Employee is on-call for more than seven (7) consecutive calendar days at their request or as the result of an exchange with another Employee, the regular on-call rates shall apply.

13.04 Regulations in respect of approval or authorization for on-call duty and electronic consultations and the procedures which are to be followed by an Employee shall be prescribed by the Employer.

13.05 **On-Call Pay**

For each assigned hour or part thereof, of authorized on-call duty, an Employee shall be paid:

(a) on regularly scheduled days of work, the sum of **seven dollars ($7.00)** ~~three dollars and thirty cents ($3.30)~~ per hour; and

(b) on days off and Named Holidays, the sum of **seven dollars ($7.00)** ~~four dollars and fifty cents ($4.50)~~ per hour. A Named Holiday or non-work day shall run from zero zero zero one (0001) hours on the Named Holiday or non-work day to twenty-four hundred (2400) hours of the same day.

13.06 An Employee called back to duty on a Named Holiday shall be:

(a) compensated in accordance with Article 13.07; and

(b) given compensating time off at their Basic Rate of Pay for actual hours worked on the call-back at a mutually agreeable time. Time not taken by the last day of March in any given year shall be paid out.

13.07 **Call-Back Pay**

(a) When an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, 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, at the overtime rate of two times (2X) the Basic Rate of Pay. An Employee called back to duty will notify the Site supervisor or designate prior to leaving the Site upon completion of the procedure(s) or examination(s) for which they were called back. Any further requests for emergent procedures received by an Employee prior to leaving the Site following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

(b) When a Regular or Temporary Employee who has not been assigned "on-call duty" is called and required to report for work on a call-back basis; they shall be paid for all hours worked, or for three (3) hours, whichever is greater, at two times (2X) their Basic Rate of Pay. Such Employee shall be entitled to the provisions of Article 13.10.

13.08 The Employer shall make every effort to avoid placing an Employee "on-call" on the evening prior to or during scheduled off-duty days.

13.09 (a) In the twelve (12) hour period immediately preceding an Employee's next regularly scheduled shift an Employee:

(i) who works more than six (6) hours pursuant to Article 13.07; or

(ii) is called-back to work more than two times (2X);

shall be entitled to eight (8) consecutive hours rest, exclusive of travel time before commencing their next scheduled shift, without loss of earnings.

(b) The Employee in the above situation will advise their Supervisor in advance of the fact that they will not be reporting for duty at their scheduled time.

(c) Due to operational circumstances where an Employee cannot be provided eight (8) consecutive hours of rest in accordance with Article 13.09(a), they shall be paid at two times (2X) their Basic Rate of Pay for all hours worked during what would have been the eight (8) hour rest period.

(d) This provision is waived if the Employee is granted a request for a shift exchange.

13.10 An Employee who is called back for duty shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private motor vehicle, reimbursement shall be at the rate of at least **fifty five cents ($0.55)** ~~fifty point five cents ($0.505)~~ or the kilometerage rate paid by the Government of Alberta, whichever is higher, per kilometre from the Employee's residence and return. In those situations where Employer policy requires that the Employee use a taxi **or ride share** for call-back purposes, should the Employee commence their regular shift during the call-back, the Employer will pay the taxi **or ride share** fare from the Site to their place of residence upon completion of the shift providing the Employee uses this mode of transportation.

13.11 **Electronic Consultation**

When an Employee is consulted by any form of electronic means during their on-call period or is authorized to handle client related matters without returning to the workplace, the following will apply:

(a) An Employee who has not completed seven and three-quarter (7 3/4) hours of work in the day or thirty-eight and three-quarter (38 3/4) hours of work during the week shall be paid at their Basic Rate of Pay for the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts**.** If the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts is less than thirty (30) minutes the Employee shall be compensated at their basic Rate of Pay for thirty (30) minutes.

(b) An Employee who has completed seven and three-quarter (7 3/4) hours of work in the day or thirty-eight and three-quarter (38 3/4) hours of work during the week shall be paid at the applicable overtime rate for the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts. If the total accumulated time spent on electronic consultation(s), and corresponding required documentation, during the period between scheduled shifts is less than thirty (30) minutes, the Employee shall be compensated at the applicable overtime rate for thirty (30) minutes.

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 work force 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 an Employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee and the 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; however, their anniversary date, for annual increment purposes, shall not be changed.~~

Note: Clause 14.04 Is Not Applicable to Office and Clerical

14.04 (a) A new Employee who has completed the required training in any of the paramedical technical classifications covered by this Collective Agreement ~~and who is awaiting registration/licensing/certification examinations or results of same~~ shall be ~~paid ninety percent (90%)~~ **placed at** ~~of~~ the starting rate for the classification to which they have been hired**.**

A current Employee that has applied and is the successful candidate on a position and who has completed the required training in any of the paramedical technical classifications covered by this Collective Agreement. ~~and who is awaiting registration/licensing/certification examinations or results of same~~ shall be placed on the applicable salary scale as per Article 29.08. ~~and shall be paid ninety percent (90%) of that rate.~~

~~Upon proof of having passed the registering/licensing/certifying examination, the salary of such Employee shall be adjusted to the full rate retroactive to date of successful completion of the examination.~~

(b) A new Employee who has completed the required educational requirements of any of the paramedical professional classifications covered by this Collective Agreement ~~and who has not yet fulfilled the requirements for licensure/registration~~ shall be ~~paid ninety percent (90%)~~ **placed at** ~~of~~ the starting rate for the classification to which they have been hired**.**

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

~~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. The provisions of this Article shall not apply to an Employee in this category employed prior to the signing date of this Collective Agreement who has been paid the full rate for the classification. Such Employee shall continue to be paid at the higher rate.~~

(c) (i) An Employee whose salary is established as per 14.04 (a) or (b) shall not be eligible for salary increments until proof of registration/ licensure /certification has been provided.

(ii) Following proof of registration/ licensure /certification the Employee will be placed on the Step in the applicable classification to which they have been hired based on hours worked.

(iii) Employees who are placed per Article 14.04(c)(ii) will not be entitled to retroactive pay for hours worked prior to placement.

14.05 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.

~~**Note: Clause 14.06 Is Not Applicable to Office and Clerical**~~

~~14.06 Sole Charge Capacity~~

~~Laboratory Technologists and Combined Laboratory and X-Ray Technologists who are employed in a sole charge capacity shall be paid at least the Technologist rate of pay.~~

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

15.01 **At the time of hire, the Employer shall advise Employees in writing as to the applicable pay grade and step in the Salary Appendix, including reference to the recognition of previous experience.**

15.02 Salary recognition shall be granted for work experience satisfactory to the Employer, (including experience in the private sector) 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.

(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.

Clause 15.02 is amended for Office and Clerical:

15.03 Salary recognition shall be granted for work experience satisfactory to the Employer, (including experience in the private sector) provided not more than three (3) years have elapsed since such experience was obtained as outlined in the following guidelines.

(a) one (1) annual increment for one (1) year's experience within the last four (4) years;

(b) two (2) annual increments for two (2) years' experience within the last five (5) years;

(c) three (3) annual increments for three (3) years' experience within the last six (6) years;

(d) four (4) annual increments for four (4) years' experience within the last seven (7) years;

(e) five (5) annual increments for five (5) years' experience within the last eight (8) years.

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

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

15.06 ~~At the time of hire, the Employer shall advise Employees in writing as to the applicable pay grade and step in the Salary Appendix, including reference to the recognition of previous experience.~~

(a) Employees have sixty (60) calendar days from their date of hire to provide documentation, acceptable to the Employer, for recognition of previous experience. An extension of up to an additional thirty (30) days may be granted when an Employee is unable, through no fault of their own, to provide the documentation within the required timeline, provided that they request such extension within the initial sixty (60) day timeline.

(b) once placement on the salary scale is established in accordance with this article, such placement will be paid retroactive to the Employee's date of hire.

ARTICLE 17: RESPONSIBILITY PAY AND PRECEPTOR PAY

17.01 When an Employee is designated supervisory duties, they shall receive one dollar ($1.00) per hour for such responsibility.

17.02 Preceptor Pay

(a) An Employee assigned by the Employer to act as a preceptor for students in:

(i) a post-secondary program recognized by the Employer, or

(ii) a specialized education, practice or training program recognized by the Employer,

shall receive an additional two dollars ($2.00) per hour for such responsibility and approved hours.

(b) **The Employer will give consideration to those Employees who express interest in accepting assignments as a preceptor.**

(c) **"Preceptor" shall mean an Employee who is assigned to supervise, educate and evaluate students referred to in Article 17.02(a) above.**

ARTICLE 20: TRAVEL EXPENSES

20.01 For the purposes of calculation and administration of travel and subsistence expenses each Regular and Temporary Employee will be assigned to one of the following work locations. Designated work locations will be defined as follows:

(a) Facility: applicable only to Employees working in or out of a facility.

(b) Office: applicable only to Employees who provide services in the community or are assigned to a geographic location and work in or out of a regular office.

(c) Start Point: applicable only to Employees who are assigned to a geographic area without a specific office, their designated work location shall be the centre of the geographic area.

(d) Site: applicable only to Employees who work in multiple positions. Each Site shall be its own designated work location.

20.02 (a) When an Employee is required by the Employer to provide an automobile for use in their employment, they shall be reimbursed at the rate of ~~sixty-one cents ($0.61)~~ **seventy-two cents ($0.72)** per kilometre or the highest non-taxable per kilometre rate allowed by Canada Revenue Agency, whichever is higher for all required travel necessitating the use of their automobile. An Employee who is required to provide an automobile for use in their employment shall not be required to use an Employer-provided automobile in place of their personal automobile.

(b) (i) An Employee who is not required to provide an automobile for use in their employment shall use an Employer-provided automobile when directed by the Employer.

(ii) When an Employer-provided automobile or alternate transportation is not available, an Employee may choose to drive their own automobile and they shall be reimbursed at the rate of ~~fifty point five cents ($0.505)~~ **fifty-five cents ($0.55)** per kilometre or the kilometerage rate paid by the Government of Alberta, whichever is higher.

Note: Clause 20.02(c) Is Not Applicable to Office and Clerical

(c) (i) Where an Employee is required by the Employer to provide an automobile for use, on all days of work, the Employee shall be provided with parking proximate to their base location at no cost.

(ii) Where an Employee is required by the Employer to provide an automobile for use on at least two (2) days per week but less than all days of work, the Employee shall be provided with parking proximate to their base location at fifty percent (50%) of the monthly cost of parking.

Employees who currently do not pay for parking, shall be grandfathered until such time as the Employee is no longer required to provide an automobile for use in their employment.

(d) Kilometerage and time shall be paid for all travel on Employer authorized business.

(e) Time spent traveling to the designated work location at the start of the day, or returning from the designated work location at the end of the day, is on the Employee's own time and unpaid.

(f) When the Employee is required to start, or to end their work day at a location other than their designated work location, the travel is on the Employee's own time unless the one way trip adds more than twenty-five (25) kilometres to their travel. In that case, the Employee will be paid kilometerage and time for their additional travel. The question of whether the trip adds more than twenty-five (25) kilometres to their usual travel will be determined by the shortest route starting (or returning to as the case may be) either at the Employee's residence or at the Employee's designated work location.

Note: Clause 20.03 Is Not Applicable to Office and Clerical

20.03 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

Note: Clause 20.04 Is Not Applicable to Office and Clerical

20.04 Except when an Employee applies for a position other than the one the Employee occupies at the time of the application, if the Employer requests an Employee to provide a driver's abstract, the cost of obtaining the abstract shall be reimbursed by the Employer upon production by the Employee of proof of payment of the cost.

20.05 **Subsistence**

Employees who are required to travel beyond a fifty (50) kilometer radius from the Site or fifty (50) kilometres from their designated work area [where that work area exceeds a fifty (50) kilometre radius from their Site] on business authorized by the Employer shall be reimbursed for expenses incurred as shown below, or in accordance with the Province of Alberta Regulations Governing Subsistence or Employer Policy, whichever is higher.

(a) Meals

Breakfast	~~$10.50~~	**$13.00**
Lunch	~~$13.00~~	**$17.00**
Supper	~~$24.00~~	**$27.00**

Reimbursement for meals may be claimed as follows:

(i) breakfast, if the time of departure is earlier or the time of return is later than zero seven thirty (0730) hours; or

(ii) lunch, if the time of departure is earlier or the time of return is later than thirteen hundred (1300) hours; or

(iii) supper, if the time of departure is earlier or the time of return is later than eighteen thirty (1830) hours.

(b) Per Diem Allowance

A per diem allowance of seven dollars and thirty-five cents ($7.35) may be claimed for each twenty-four (24) hour period while away from home.

(c) Accommodation

Where an Employee requires overnight accommodations in conducting required or authorized Employer business, the Employee may claim reimbursement as follows:

(i) full reimbursement for approved hotel or motel accommodation upon the provision of a receipt;

(ii) where no accommodation receipt is produced, a flat rate of twenty dollars and fifteen cents ($20.15) may be claimed in lieu of the allowance claimable under sub-section (i).

20.06 **Miscellaneous Travel Cost**

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

(b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

ARTICLE 21: VACATION WITH PAY

21.01 **Definitions**

For the purpose of this Article:

(a) "vacation" means annual vacation with pay;

(b) "vacation year" means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the last day of March of the following calendar year.

21.02 **Vacation Entitlement**

Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an Employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken in the following vacation year, except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

(a) during the first (1st) year of employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or

(b) during each of 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

(c) 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

(d) 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.

(e) Supplementary Vacation

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date:

(i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay;

(ii) upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay;

(iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay**;**

(iv) upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay;

(v) upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.

21.03 (a) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same Employer or an Employer signatory to a Collective Agreement containing identical provisions for entitlement to vacation as this agreement, such Employee shall accrue vacation entitlement as though their employment had been continuous.

(b) Where an Employee is voluntarily terminating their employment, the Employer shall provide the Employee with a written statement of their vacation entitlement upon termination.

21.04 No Employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to or earned vacation benefits in excess of that set out herein shall have their vacation entitlements reduced. Provided, however, that this clause would only apply where the Employee is working for the same Employer at all relevant times.

21.05 **Time of Vacation**

(a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry-forward vacation shall be made, in writing, and shall be subject to the approval of the Employer. Such carry-forwards shall not exceed thirty-eight point seven five (38.75) hours.

(b) Notwithstanding Article 21.05(a) above, an Employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:

(i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; 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) (i) Subject to Article 21.05(b)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.

(ii) Upon the request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.

(e) The Employer shall post a vacation planner in January of each year. The vacation planner will include a deadline for submission of vacation requests and a date, not greater than four (4) weeks following the deadline for submissions, by which vacation requests made on the vacation planner will be approved or denied. Employees are required to request at least seventy-five percent (75%) of their annual vacation entitlement on the vacation planner.

Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken **on the vacation planner**.

All other requests for vacation will be considered on a first come first serve basis. These requests will be approved or denied within four (4) weeks of the request being submitted.

21.06 Excess accrued vacation not taken by April 1 in any given year may be paid out upon written request of an Employee, in accordance with Employer policy.

21.07 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.

21.08 **(a)** 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.

(b) Requests for changes to approved vacation will only be permitted in extenuating circumstances, provided that:

(i) the change can be supported operationally,

(ii) the change does not result in additional cost to the Employer,

(iii) the changed vacation is scheduled at the same time of the cancellation and taken in whole prior to March 31st of that vacation year.

(c) Where possible, Employees will be notified of any available vacation slots which may result from the change.

ARTICLE 23: SICK LEAVE

23.01 (a) Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under *The Workers' Compensation Act.*

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

23.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

23.03 In a facility where there is no Short-Term Disability plan in effect, an Employee who continues to be off work but who has exhausted their sick leave credits, shall be deemed to be on a leave of absence without pay or benefits for up to one hundred and twenty (120) working days from the first (1st) day of absence from work, or until the Employee becomes eligible to apply for Long-Term Disability benefits, whichever occurs first.

23.04 An Employee granted sick leave shall be paid for the period of such leave at their Basic Rate of Pay, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

23.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. **Such proof will not customarily be needed for absences of a single day, unless the Employer has a reasonable reason to require proof.** Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

23.06 An Employee absent on sick leave shall make every reasonable effort to keep the Employer advised as to the expected return to work date.

23.07 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating sick leave credits.

23.08 Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted during any leave of absence.

23.09 Sick leave credits shall accrue for the first (1st) month during periods of illness, injury, layoff, and/or leaves of absence in excess of one (1) month.

23.10 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.

(b) Sick leave shall be granted:

(i) if an Employee becomes ill during their vacation period as stated in Article 23.10(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;

(ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

(c) Notwithstanding the provision of Article 23.10(a), should an Employee suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.

23.11 An Employee who commences employment within six (6) months of the date that they voluntarily terminated employment with either the same Employer or an Employer signatory to a Collective Agreement containing identical sick leave provisions shall retain to their benefit, in accordance with the provisions of this Article, entitlement to the balance of accumulated sick leave credits at the time of said termination. Otherwise, sick leave credits will be cancelled and no payment will be due therefore. The Employee shall be provided with a written statement of such entitlement upon their termination.

23.12 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.~~ **upon scheduling of the appointment.** Requests for authorization to attend a qualifying appointment with less than twenty-four (24) hours' notice shall not be unreasonably denied. Qualifying appointments include all medical, dental and paramedical covered by the extended health care plan and excludes those covered by the Flexible Spending Account (FSA). If an Employee requires time off for the purpose of attending a qualifying appointment listed above, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall they suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

23.13 Information on an Employee's sick leave shall be confidential unless the Employee consents in writing to such release.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

25.01 The Employer shall continue the following group plans for all eligible Employees where such plans are currently in effect or shall implement the following group plans where enrollment and other requirements of the Insurer for group participation have been met:

(a) Alberta Health Care Insurance Plan, as amended or replaced.

(b) The Health Benefits Trust of Alberta (HBTA) Plan or equivalent providing for:

(i) Group Life Insurance [one times (1X) basic annual earnings rounded up to the next higher one thousand dollars ($1,000.00) with an option for additional life insurance to at least twice annual earnings rounded to the next highest one thousand dollars ($1,000.00)];

(ii) Accidental Death & Dismemberment Insurance (amount equal to group life insurance);

(iii) Short-Term Disability (STD) [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a seven (7) day elimination period where applicable]. The STD shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the seven (7) calendar day elimination period, the STD shall commence on the eighth (8th) day following the commencement of non-hospitalized sickness.

(iv) Long-Term Disability (LTD) [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];

(v) Alberta Blue Cross Dental Plan, which plan provides eighty percent (80%) reimbursement of basic eligible dental expenses, fifty percent (50%) of extensive eligible dental expenses and fifty percent (50%) of orthodontic eligible dental expenses in accordance with the current Alberta Blue Cross Usual and Customary Dental Fee Schedule and within the limits of the Plan. A maximum annual reimbursement of three thousand dollars ($3,000.00) per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of three thousand dollars ($3,000.00) per insured person.

(vi) Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent, which includes eighty percent (80%) direct payment for ~~all physician, or dentist~~ prescription medication**,** that is eligible under the plan**, is** and prescribed **by a health care professional and dispensed by a licensed pharmacist** in accordance with the plan, and:

(vii) One hundred percent (100%) direct payment for respiratory equipment (including CPAP machines and supplies).

(c) ~~At the Employer's option, an~~ **Providing there are no legislative changes, the** "EI SUB Plan" ~~to~~ **will** supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which they have provided satisfactory medical substantiation. The Employer shall provide information regarding the "EI SUB Plan" to all Employees when they request Maternity Leave as per Article 33.06.

25.02 Where the benefits specified in Article 25.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.

25.03 The premiums will be cost-shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

25.04 During the first twenty-four (24) months an Employee is on LTD, they may continue participation in the Alberta Health Care Insurance Plan by paying the full premium costs to the Employer. The employment of an Employee may be terminated when they have been on LTD for twenty-four (24) months subject to the requirements of Article 6.

25.05 An Employee shall cease to earn sick leave credits and vacation credits while on STD and LTD.

25.06 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.

25.07 (a) Such coverage shall be provided to:

(i) a Regular Full-time Employee; and

(ii) a Regular Part-time Employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and

(iii) a Temporary Employee who is hired to work for a position of six (6) months duration or longer and whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

(b) Regular and Temporary Part-time Employee whose hours of work average less than fifteen (15) hours per week over one (1) complete cycle of the shift schedule, Temporary Employees hired for a position of less than six (6) months duration, and Casual Employees, are not eligible to participate in the Employee Benefits Plan. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement shall not have benefits discontinued solely due to the application of this provision.

(c) Eligible Employees who are not currently enrolled in the Health and Dental Plan shall have the opportunity to opt in, ~~by January 25, 2023~~ **within ninety (90) days post-ratification of the Collective Agreement, unless a later date is otherwise established between the parties and communicated by the Employer.**

25.08 (a) The Employer will provide one (1) copy of each of the plans to the Health Sciences Association of Alberta. Where the Health Benefits Trust of Alberta is not in force in any given Site, that Employer will provide a copy of its plan to the Union.

(b) The Employer, as applicable, shall advise the Union of all premium rate changes pursuant to Article 25.01(b).

(c) The parties agree that there shall be no substantive change to any benefits provided by the plan, without agreement between the Employer and the Union, unless such changes are required by legislation.

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 eight (8) 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 eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.

(c) Subject to Article 29.05 where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit.

(d) 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 and FTE;

(iv) status of position (Regular, Temporary, Casual);

(v) expected term if the position is Temporary;

(vi) salary; and

(vii) for information purposes only, current Site(s).

(e) 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 writing, to the Employer.

29.03 The appropriate Union office 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 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, they shall be reinstated in their former position. If such reinstatement is not possible, the Employer will notify the Employee in writing and reasons shall be given, then the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained in their former position. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.

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.

(b) 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.

(c) During the term of the temporary position, the incumbent Employee shall not be eligible to apply for other temporary positions that commence before the current temporary position ends unless otherwise mutually agreed between the Employee and the Employer.

29.05 An Employee must complete their probationary period prior to transferring to or accepting another position with the Employer.

29.**06** (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. Where these factors are adjudged by the Employer to be relatively equal, the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.

(c) For the purposes of determining relative equality between applicants, a scoring difference of ten percent (10%) or less, as determined by the Employer, will be applied.

29.**07** Upon request of either party, the Employer and Union shall meet (in-person or via telephone) to discuss the criteria utilized in awarding a promotion or transfer.

29.**08** (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 eighty-eight point two five (488.25) 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 will make a sincere effort to reinstate the Employee in their former position/status, or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had they remained 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.**09** 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 **Basic R**ate **of Pay** 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 **Basic R**ate **of Pay**, 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.**10** 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.**11** (a) When, because of inability to perform the functions of a position 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 the step in the lower salary scale that will result in the recognition of service as provided in Article 15.

(b) When, because of inability to perform the functions of a position due to illness or injury, an Employee accommodated into a classification in the bargaining unit to which is assigned a lower salary scale, they shall move to the pay step of the lower salary scale that is closest to but not higher than their present Basic Rate of Pay.

29.**12** Promotion shall not be used to fill a temporary vacancy of less than three (3) months. In the event that an Employee is assigned to a classification with a higher salary scale in order to fill a temporary vacancy, the provisions of Article 18 shall apply.

29.13 **Employment in Multiple Positions**

(a) The parties agree that this applies to Employees who hold more than one (1) position within the bargaining unit or to Employees who subsequently attain more than one (1) position within the bargaining unit.

(b) An Employee is responsible for notifying their supervisor that they are employed in multiple positions with the Employer.

(c) (i) Employees shall not be employed within the bargaining unit in greater than full-time capacity.

(ii) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts, however, it is intended that the total hours will not normally exceed full-time hours, and in any case shall not contravene this Article.

(d) Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, Personal Leave, Vacation, Sick Leave, Named Holidays, Increments, placement on the Salary Appendix and Seniority, provided that the following conditions are met:

(i) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and

(ii) the regular hours of work to be combined are associated with regular part-time positions; and

(iii) the positions are in the same classification and their schedules can be made Collective Agreement compliant or the Employer and Employee mutually agree to waive the scheduling provision of Article 11 in the Collective Agreement.

(e) Where the regular hours of work of multiple positions cannot be combined in accordance with (iii) above, because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.

(f) An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.

(g) An Employee who holds multiple positions would have the earliest “seniority date” recognized for the purpose of Article 28.

(h) Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first (1st) probationary period, with probation in second (2nd) and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the Employee in their former position.

(i) Layoff and recall provisions shall apply individually to each position.

(j) An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.

(k) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, they shall be given twenty-eight (28) days' notice of such requirement or such lesser time as may be agreed between the Employer and the Union.

(l) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

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) current seniority;

(iii) any other issue the parties deem appropriate.

(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 twenty-eight (28) calendar days prior to layoff, except that the least twenty-eight (28) 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 least twenty-eight (28) calendar days after notice of layoff, the Employee shall be paid in lieu of such work for that portion of the least twenty-eight (28) 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) An Employee whose position is permanently relocated to a Site beyond fifty (50) kilometres from their original Site shall have the option of accepting transfer to the new Site or exercising rights under Article 30.02.

(d) 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.

(e) When notice of layoff is delivered to an Employee in person, the Employee may choose to be accompanied by a representative of the Union.

(f) 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) An Employee who is subject to layoff or has been displaced in accordance with Article 30.02(a) is not the least senior Employee in the classification at the Site, the Employee will have the following options **in advance of having to adhere to Article 30.02(c)** subject to being capable and qualified to do the work:

(i) acceptance of an available vacancy; or

(ii) displacement of **the least** senior Employee in the same classification or a lower level classification within the series in the Site;

(iii) acceptance of layoff;

(iv) severance, in accordance with Letter of Understanding #2 - Severance.

If the Employee chooses a vacancy in a different Site from which they were laid off, the Employee shall bear all applicable travel and/or relocation costs associated with such acceptance and the chosen location becomes the Employee's new Site.

(c) If an Employee who is subject to layoff or has been displaced in accordance with Article 30.02(a) is the least senior Employee at their Site but not the least senior Employee in the classification, within a fifty (50) kilometer radius from the Site, the Employee may choose one of the following options subject to being capable and qualified to do the work:

(i) acceptance of an available vacancy within the bargaining unit;

(ii) displacement of **the least** senior Employee in the same classification or a lower level classification within the series, within a fifty (50) kilometer radius from the Site;

(iii) acceptance of layoff;

(iv) severance, in accordance with Letter of Understanding #2 - Severance.

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

If the Employee chooses a vacancy or displacement in a different Site from which they were laid off, the Employee shall bear all applicable travel and/or relocation costs associated with such acceptance and the chosen location becomes the Employee's new Site.

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 within a fifty (50) kilometer radius of the vacancy, 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.

(d) (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) Notwithstanding the provisions of Article 30.03(c)(i), casual work shall first be made available to laid off Employees of the Site from which the Employee was laid off.

(iii) A laid off Employee may refuse an offer of casual work without adversely affecting their recall status.

(iv) 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.

(e) 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.

(f) 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.

(g) Notwithstanding Article 28.04(c), an Employee shall have the right to refuse a recall to a position which is located at a Site other than their current Site without adversely affecting the Employee's recall rights except at the Site to which the recall was refused.

30.04 No new Regular or Temporary Employees will be hired while there are other Employees within a fifty (50) kilometer radius of the Site(s) where there are 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 increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.

30.06 In the case of layoff in excess of one (1) month duration, the Employer shall inform the Employee that they may make arrangements, subject to the applicable Pension Board's approval, for the payment of their contributions to the applicable pension plan, and that they may make prior arrangement for the payment of the full premiums for applicable Employee benefit plans contained in Article 25 subject to the Insurer's requirements.

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 in writing within twenty-eight (28) days of the request for any leave of absence.

(b) An Employee who has been granted 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) Except as provided in Article 33.01(d), 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) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

(e) In the case of a leave of absence, an Employee shall accrue sick leave and vacation credits for the first (1st) month. Where the leave of absence exceeds one (1) month, an Employee's increment date shall be adjusted by the amount of time that the leave of absence exceeds one (1) month, and the new increment date shall prevail thereafter.

(f) 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.

33.02 General Leave

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.

33.03 **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) A paid leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the Employees to participate in education or exchange programs.

(c) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:

(i) for program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings;

(ii) for hours in attendance at such program on regularly scheduled days off, the Employee shall be paid at their Basic Rate of Pay to a maximum of seven and three-quarter (7 3/4) hours per day;

(iii) the Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.

(d) For the purpose of qualifying for an annual increment, an Employee granted educational/exchange leave shall be deemed to remain in the continuous service of the Employer for the first (1st) twenty-four (24) calendar months only of such period of leave. In the event the duration of educational/exchange leave continues for a period in excess of twenty-four (24) months, an Employee's anniversary date for salary increment purposes shall be delayed by the amount of time that said leave exceeds twenty-four (24) months, and the newly established anniversary date shall prevail thereafter.

(e) 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.

(f) Professional Development Days – Applicable to the Paramedical Technical Classifications

(i) Effective April 1, 2026, upon request each Regular Employee shall be granted three (3) Professional Development Days annually paid at the Basic Rate of Pay, for professional development directly related to their discipline.

(ii) Any unused Professional Development Days in each fiscal year shall not be carried forward into subsequent years.

(iii) Requests for such paid Professional Development Days shall be made in writing to the Employer as early as possible and shall not be unreasonably denied.

33.04 **Personal Leave**

(a) Benefit eligible Regular Employees shall be entitled to Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.

(b) The number of Personal Leave days are determined by the FTE as of April 1 of each year.

(i) Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to three (3) days of seven and three-quarter (7 3/4) hours each;

(ii) Part-time Employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to two (2) days of seven and three-quarter (7 3/4) hours each;

(iii) Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day of seven and three-quarter (7 3/4) hours.

(c) Personal Leave days are granted per incident as a full day.

(d) Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out on termination of employment.

(e) ~~New Employees hired after January 1st of each year shall not receive Personal Leave days until April 1st of the following year.~~ **New Employees hired after January 1 of each year shall receive Personal Leave days effective April 1 of that same year.**

33.05 **Bereavement Leave**

(a) Bereavement Leave with pay of:

five (5) 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 step-sister, **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 33.05(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) **Funeral / Memorial Ceremony Leave**

In the event of the death of a close friend or another relative not defined as part of the Employee's immediate family as per 33.05(a), the Employer may grant up to one (1) working day off without loss of regular earnings to attend the funeral service or memorial ceremony.

33.06 **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, EI SUB Plan benefits, STD 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 33.06(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.

33.07 **Parental Leave**

(a) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be granted a 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~~s~~ 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 benefit 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.

33.08 **Union Business**

(a) Provided operational efficiency shall not in any case be disrupted, 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 and Essential Services negotiations 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 33.08 (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.

33.09 **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 public office **at the municipal, provincial, federal, recognized first nations or other indigenous government level,** shall be allowed a leave of absence without pay for a period of time not to exceed ~~four (4)~~ **five (5)** 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.

33.10 **Caregiver Leaves**

(a) Compassionate Care Leave

(i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to 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 leave of absence without pay or benefits,

- for a period of thirty-six (36) weeks to care for their critically ill child; or,

- 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 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.

(iii) At the request of the Employee, critical illness leave may be taken in one (1) week increments.

(iv) 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.

33.11 **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 LAPP and group insurance contributions.

33.12 **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.

33.13 **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 leave of absence with~~out~~ pay for ~~of~~ up to ~~ten (10)~~ **five (5)** 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 and Employee shall complete a worker domestic/personal violence individualized safety plan and, where appropriate, the Employer may facilitate alternate work arrangements.

33.14 **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).

33.15 Humanitarian Leave

The Employer may grant an Employee's request for unpaid Humanitarian Leave, subject to the following:

(a) The Employee is a member of a recognized humanitarian organization, such as Canadian Red Cross disaster relief team, which has been deployed to respond to a natural disaster, emergency or other humanitarian crises, and

(b) The Employer's operational requirements.

ARTICLE 36: EVALUATIONS, PERSONNEL FILES AND EMPLOYEE HEALTH FILES

36.01 (a) The parties to this Collective Agreement recognize the desirability of Employee evaluations. Evaluations shall be conducted on a regular basis, and at a minimum once every two (2) years or when requested by the Employee.

(b) Evaluations shall be for the constructive review of the performance of the Employee.

36.02 All such evaluations shall be in writing.

36.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than forty-eight (48) hours. The Employee may review their personnel file prior to the interview upon their written request.

(b) The Employee shall be given a copy of their completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview 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.

(c) The Employer will endeavor to schedule evaluation interviews during an Employee's on duty hours however, if an evaluation interview is scheduled on an Employee's off duty hours or on days of rest, the Employee shall be compensated at the applicable rate of pay.

36.04 An Employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the Employee.

36.05 (a) By appointment made in writing at least ten (10) working days in advance, an Employee may view their personnel or Employee health 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**.**

36.06 **Letter of Expectation**

(a) A Letter of Expectation issued to an Employee shall be placed on the Employee's personnel file. The Letter of Expectation shall indicate that it is not disciplinary action. A copy of the Letter of Expectation shall be sent to the Union within five (5) working days.

(b) During the Employee's next performance evaluation any Letter(s) of Expectation on the Employee's personnel file shall be reviewed and the matters addressed incorporated into the written evaluation. Performance evaluations will not specifically reference a non-disciplinary Letter of Expectation. After the evaluation is complete, the Letter(s) of Expectation shall be removed.

36.07 Attendance Program

An Employee, who is considered to have exited the Employer's **A**ttendance ~~awareness~~ **P**rogram, shall request in writing that their personnel file be cleared of any letters received under such program. The Employer shall confirm that such action has been affected.

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 not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee within ~~twenty (20)~~ **twenty-one (21)** 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 warning 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, but not serious enough to warrant suspension or dismissal, may result in a written warning to the Employee within ~~twenty (20)~~ **twenty-one (21)** 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 warning 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 An Employee, who has been subject to disciplinary action, shall after **eighteen (18) months** ~~two (2) years~~ from the date the disciplinary measure was initiated, **exclusive of absences of thirty (30) consecutive days or more.** request in writing that their record be cleared of that disciplinary action. The Employer shall confirm in writing to the Employee that such action has been effected.

37.08 An Employee who is dismissed shall receive their termination entitlements at the time they leave.

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 **Investigations**

(a) When circumstances permit, the Employer shall provide at least ~~one (1) working day (twenty-four (24) hours)~~ **two (2) working days, exclusive of weekends and named holidays,** 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).

(b) **Upon request, the Employer may disclose known particulars of the concern or complaint**.

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 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 ~~position~~ **classification** title and a salary scale and give written notice of same to the Union.

(b) If the Union does not agree with the ~~position~~ **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 ~~position~~ **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 ~~position~~ **classification** title, it is understood that the Employer's decision in respect to the ~~position~~ **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 ~~Arbitration~~ **a single external classification consultant (Appeal Chair).** Should the Union not refer the matter to ~~Arbitration~~ **the Appeal Chair** within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

40.02 **Classification Review**

(A) Reclassification Request

(a) An Employee who has good reason to believe that they are improperly classified may apply, in writing by electronic mail, to their immediate out-of-scope Manager to have their classification reviewed. This may occur when there has been a substantive change in the job functions, when there has been a change in organizational structure that significantly impacts roles, or when a classification specification has been amended in a manner that alters the basis on which classification levels are differentiated. The Employee making the request will indicate the reason(s) why they believe their position is inappropriately classified, including the changes that have occurred to the position, organization or classification specifications. In some circumstances, a classification review may be initiated in response to a long standing perceived inequity in how a position is classified. However, where a review has been previously conducted, Employees should not request a subsequent classification review unless there has been a substantive change as described above **and a minimum of twelve (12) months have passed since the last review**. Submissions must include an approved job description, in the event that a current job description is not available an Employee can initiate their written request so as to establish a potential effective date as per article 40.0~~4~~3(a). The manager shall send a copy of the Employee's request to Human Resources without delay, and shall confirm in writing to the Employee and the Union that the Employee's request has been received. The

manager shall advise the Employee of the results of the classification review within ninety (90) calendar days of receiving the request. The notification shall be in writing and include rationale for the decision, specifically addressing the reasons for the review provided by the Employee.

(b) When reviewing a request for reclassification, the Employer shall follow the guidelines included in the Classification Specification User Manual. Requests are reviewed by the Employer. The evaluation of the role may include an audit of the role, including interviews with the Employee and the Employee's Manager as needed.

(c) Should the Employee feel that they have not received proper consideration in regard to a classification review, they may request that the matter be referred to the ~~Internal~~ **Classification** Appeal Process.

(B) Classification Appeal Request

(a) **When an Employee wishes to have a classification decision further reviewed, the Employee, in consultation with the Union Representative (herein after for this Article referred to as Classification Analyst or Designate) shall submit a written request to the Employer (herein after for this Article, considered as Human Resources, In Scope Classification and Compensation) within thirty (30) days of the date the Employee received written notification of the classification decision.**

The written request shall:

i. Outline the reason(s) the Employee believes the classification decision is not appropriate.

ii. Identify an existing classification within the agreement they think is appropriate and how the current job duties fit within the proposed classification (rationale).

iii. Any additional information and/or supporting documentation that is necessary or relevant to evaluate the request.

(b) Upon receipt of the request for appeal and complete information, a representative from the Employer and the Union Representative will review all relevant documents from the Employee to determine validity of the appeal within thirty (30) days.

(C) Internal Appeal Process

(a) Following confirmation of appeal validity, as noted above, the Employer will conduct a further internal review based on the information provided, which will include discussions with the Employee, the Employee's Manager and/or Director and the Union. The Employer will provide a written response to the request for appeal to the Employee and

union within ninety (90) days and provide detailed rationale for the decision specifically addressing the reasons for the review provided by the Employee.

(b) In the event the Union and Employee do not agree with the decision, the Union may submit an appeal to the Executive Director Job Evaluation, (or designate) within thirty (30) days following the date the decision was communicated in (i) above.

(c) The Executive Director~~,~~ Job Evaluation, (or designate), shall meet with the Employer and the Union Representative within sixty (60) days of the appeal being advanced to this level (Internal Appeal). Both parties shall submit their respective positions in writing to the other party and to the Appeal Chair no later than ten (10) days, prior to the date of the appeal hearing.

(d) The decision of Executive Director~~,~~ Job Evaluation, (or designate), will be communicated to the Union within ten (10) days of the internal appeal hearing.

(D) External Appeal Process

(a) **In the event the Union and Employee do not agree to the classification decision by the Executive Director, Job Evaluation, (or designate), the Union may submit an appeal of the decision to the Employer** within **thirty (30) days of the reply from the Executive Director, Job Evaluation, (or designate).**

(b) **The parties agree that a single external classification consultant (Appeal Chair), agreed to by the parties, shall be appointed to hear the appeal. Decisions will be based on the Employer's classifications, classification system, current approved job description, Classification Specifications and/or methodology, in effect within Alberta Precision Laboratories.**

(c) The appeal hearing will be scheduled for both parties to present their rationales and supporting documentation to the Appeal Chair. This hearing shall be scheduled within sixty (60) days or within such period as may be mutually agreed between the parties, from the date that the appeal was advanced to the external level.

(d) Both parties shall submit their respective positions in writing to the other party and to the Appeal Chair no later than ten (10) days prior to the date of the appeal hearing.

(e) The Appeal Chair will review the information provided in writing and presented at the appeal hearing to render a decision within ten (10) days and the decision will be final and binding on both parties.

(f) The Appeal Chair shall be selected from a standing list of consultants agreed to by the parties. The fees and expenses of the Appeal Chair shall be shared equally between the parties.

~~**(B) Internal Appeal Process**~~

~~**NOTE: Refer to Letter of Understanding #28 Re: Appeal Process**~~

~~(a) When an Employee wishes to have a classification decision further reviewed, the Employee, in consultation with the Union should submit a written request to the Employer within thirty (30) calendar days of the date the Employee became reasonably aware of the classification decision. The written request should:~~

~~(i) Confirm the desire for additional review of the classification allocation.~~

~~(ii) Outline the reason the Employee believes the classification allocation is not appropriate. The reasons should specifically detail how their job duties fit within the classification specification they think is appropriate.~~

~~(iii) Include any additional information that the Employee believes is necessary to evaluate the request.~~

~~(b) The Employer will conduct an internal review, which may include discussions with the Employee, the Employee's Manager and/or Director and the Union. The Employer will provide a written response to the request for appeal to the Employee and the Union within ninety (90) calendar days and provide detailed rationale for the decision specifically addressing the reasons for the review provided by the Employee.~~

~~(c) Should the Union in consultation with the Employee not be satisfied with the internal appeal decision of the Employer, they may refer the matter to the External Appeal Process.~~

~~**(C) External Appeal Process**~~

~~**NOTE: Refer to Letter of Understanding #28 Re: Appeal Process**~~

~~(a) A classification decision may be referred to the External Appeal Process within sixty (60) calendar days of the date the Employee received the written response to the Internal Appeal. The request shall be in writing and sent to the Manager, with a copy to Human Resources and the Union.~~

~~(b) Within thirty (30) calendar days of receipt of the request for External Appeal, the Employer and the Union will exchange all relevant~~

documents to assist in the External Appeal. The documents would normally include, though not limited to, the following:

(i) a copy of the reclassification request, an approved job description with all corresponding rationale and documents used in support of the reclassification request; and

(ii) copies of all the Employer responses, including all corresponding rationale and documents used in making the internal decision of the Employer and any corresponding rationale and documents used by the Union and/or Employee in support of the request.

(c) Within thirty (30) calendar days of the exchange of information, the Employer and the Union may meet to review and discuss all relevant Employer and Union documents in order to resolve the matter and/or refer the appeal to a third-party classification consultant. An appeal hearing will be scheduled for the Employer and Union to present their rationales and supporting documentation to the classification consultant.

(d) The third-party classification consultant should review the information provided and review the classification allocation on the basis of the classification specifications and the Classification Specification User Manual and determine the appropriate classification allocation for the position. The decision of the third-party consultant will be final and binding.

(e) The third-party consultant shall be selected from a standing list of consultants agreed to by the parties. The standing list will be reviewed annually.

(f) In the event that the parties are unable to agree to a third-party consultant, a name shall be randomly selected from the agreed to list.

40.03 **Dispute Resolution**

NOTE: Refer to Letter of Understanding #28 Re: Appeal Process

Pursuant to the Process Outlined In 40.02 of this Article:

(a) Where the decision of the Employer relates to an Employee initiated request for a change in classification, the Employer's decision shall be subject to the appeal process outlined above and not the Grievance Procedure and Arbitration.

(b) Where the decision of the Employer relates to an Employer-initiated down-grading in classification, the affected Employee shall be entitled to use the Grievance Procedure and Arbitration.

40.043 **Salary Treatment Upon Classification Change**

(a) Should an Employee be re-classified to a higher classification pursuant to the process outlined in 40.02 of this Article, any wage increase associated with the re-classification shall be retroactive to the date of the written request for the classification review by the Employee. The Employee shall move to the step on the salary scale of the higher classification in accordance with Article 29.08.

(b) Employees who are placed in a lower paid classification pursuant to the process outlined in 40.02 of this Article shall be red circled at the higher rate of pay until the lower paid classification is equal to or greater than their previous classification or for a period of twenty-four (24) months whichever is earlier, at which time the rate of pay shall be in accordance with the Salary Appendix in their revised classification.

40.054 **Definition of Time Periods**

(a) For the purpose of this Article, 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.

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. Required safety equipment and devices will be provided where necessary by the Employer. The Employer and Employees will take reasonable steps to eliminate reduce or minimize all workplace safety hazards.

42.02 The Employer shall establish a Health and Safety Committee(s) which shall be composed of representatives of the Employer and at least one (1) Employee representative of the Union and may include representatives of other Employee groups. The Employee representative of the Union may request the attendance of guest(s) at a Health and Safety Committee meeting(s), and this shall not be unreasonably denied. This Committee shall meet at least once a month **and within ten (10) days of receiving a written complaint regarding occupational health, safety, or wellness. Terms of Reference for the committee(s) will be developed with the participation and agreement of the Union.**

42.03 The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings. A request to establish additional committees for each workSite or grouping of work Sites shall not be unreasonably denied where access to an existing committee(s) does not exist.

42.04 The ~~Basic~~ **applicable** ~~R~~rate of ~~P~~pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Committee.

42.05 The Employer shall not unreasonably deny Employee representatives of the Health and Safety Committee(s) access to the workplace to conduct safety inspections.

42.06 The Committee shall consider such matters as occupational health and safety including responsibility for communication and education as required. The Union may make recommendations to the Employer in that regard.

42.07 The Committee shall also consider measures necessary to protect the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard.

42.08 The parties will make every reasonable effort to provide available relevant information to all participating parties at least five (5) days prior to any discussions or meetings to ensure meaningful discussion of safety concerns, incidents, and issues.

42.09 The Employer shall notify the Committee, as soon as reasonably possible, of all serious incidents, known potentially serious incidents, and dangerous work refusals. The Committee shall participate in investigations of serious incidents, potentially serious incidents, and dangerous work refusals in accordance with the Joint Workplace Health and Safety Committee Terms of Reference.

42.**10** (a) If an issue arises regarding occupational health or safety, the Employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the committee.

(b) Should an issue not be resolved by the Committee, the issue shall be referred to the Senior Program Officer with accountability for Workplace Health and Safety. A resolution meeting between the Union and the Senior Program Officer, or designate(s), shall take place within twenty-eight (28) calendar days of the issue being referred to the Senior Program Officer. The Senior Program Officer or designate(s) shall reply in writing to the Union within fourteen (14) calendar days.

(c) Should an issue not be resolved by the Senior Program Officer, the issue shall be referred to the Chief Executive Officer (or designate). A resolution meeting between the Union and the CEO (or designate) shall take place within twenty-eight (28) calendar days of the issue being referred to the CEO. The CEO (or designate) shall reply in writing to the Union within fourteen (14) calendar days.

(d) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. **If possible, a resolution meeting shall be held during the next scheduled board meeting.** The governing Board shall reply in writing to the Union within twenty-eight (28) calendar days of the presentation by the Union.

42.11 Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a working alone safety plan.

42.12 **(a)** The Employer shall implement 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 Health and Safety Committee.

(b) A request for the Employer to conduct a psychological health and safety assessment for a specific work area/program shall not be unreasonably denied or delayed.

42.13 Employer policies, plans and procedures related to Occupational Health and Safety shall be reviewed annually by the Committee.

42.14 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.

42.15 (a) OHS 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 or Code.

(b) The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Such training shall be provided at the Employee's Basic Rate of Pay.

42.16 When introducing a regularly scheduled shift that begins or ends between the hours of twenty-four hundred (2400) and zero six hundred (0600), the Employer will notify the Union.

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: Work Schedules and Shifts
Article 23: Sick Leave
Article 25: Employee Benefit Plans
Article 26: Pension Plan
Article 28: Seniority
Article 30: Layoff and Recall
Article 31: Technological Change
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 10.01 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 10.02(a) by adding:

(i) "Regular hours of work shall include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes in instances where the shift is **more than three and three quarters (3 ¾) hours but** less than **five (5) hours.**

(ii) Where a shift is more than five (5) hours but less than seven and three quarter (7 ¾) hours, regular hours of work will include one (1) rest period of fifteen (15) minutes and exclude one (1) break of fifteen (15) minutes, to be scheduled by the Employer, for a combined total of thirty (30) minutes (fifteen (15) minutes paid and fifteen (15) minutes unpaid). The Employer and the Employee may mutually agree to two (2) separate fifteen (15) minute breaks.

(C) Amend Article 10.02 by adding:

"(d) A Part-time Employee may work additional shifts. from time-to-time.

(e) 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 44.05(A) for those hours worked in excess of their regularly scheduled shift.

(f) An Employee required by the Employer to work an additional shift without their having volunteered or agreed to do so, will receive two times (2X) 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).

(g) 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.

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 Amend Article 11 (Work Schedules and Shifts) to read:

"11.01 An Employee shall be aware that they may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

11.02 Shift Scheduling Standards and Premiums for Non-Compliance

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

(i) 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;

(ii) at least fifteen (15) hours off duty between the end of one shift and the commencement of the next shift;

(iii) not more than seven (7) consecutive scheduled days of work.

(b) Where the Employer is unable to provide for the provisions of Article 11.02(a)(i) or (ii), and an emergency has not occurred, nor has it been mutually agreed **in writing between the Employer and the Employee** ~~otherwise~~, the following conditions shall apply:

(i) failure to provide both 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 four (4) regular shifts worked during the five (5) week period;

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;

(ii) failure to provide fifteen (15) hours off duty between the end of one shift and the commencement of the next shift shall result in payment of two times (2X) the Basic Rate of Pay for all hours worked on that next scheduled shift.

(c) For the purpose of this provision "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum fifty-six (56) hours off duty.

(d) An Employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and Employee provided that, in the event of an emergency or where unusual circumstances exist, the Employee may be assigned to such shift as deemed necessary by the Employer.

11.03 Schedule Posting and Schedule Changes

(a) Unless otherwise agreed between the Employer and the Union shift schedules shall be posted twelve (12) 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) (i) If, in the course of a posted schedule, the Employer changes the Employee's shift, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on the first (1st) shift of the changed schedule unless fourteen (14) calendar days' notice of such change has been given.

(ii) If, in the course of a posted schedule, the Employer changes the Employee's shift start time by more than two (2) hours, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on this shift unless fourteen (14) calendar days' notice of such change has been given.

11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours 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 and return to duty at a later hour, they shall receive their Basic Rate of Pay for all hours worked with an addition of two (2) hours pay at their Basic Rate of Pay for that inconvenience.

11.06 Employee Shift ~~Trading~~ **Exchange**

Employees may exchange shifts ~~with the~~ **subject to the** 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 twelve (12) weeks in advance.

44.05 **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 of the maximums specified in Article 44.03(A); or

(ii) a Casual Employee in excess of their regularly scheduled shift 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 two times (2X) the Basic Rate of Pay on that day."

(B) Article 12.04 is null and void.

44.06 **On-Call Duty**

(A) Amend Article 13 by adding:

"13.12 In the Sites where departments provide service on a regular basis more than five (5) days a week, five (5) days in each consecutive seven (7) day period shall be deemed as work days for the purposes of paying the on-call rate to Casual Employees."

44.07 **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, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours of work thereafter until the maximum rate is attained."

44.08 **Vacation With Pay For Part-Time Employees**

(A) Article 21.02 is amended to read:

"Part-time Employees

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

Hours worked as a regular Employee as specified in Articles 44.03, 44.08(E) and 45.12(A)	X	The applicable percentage as outlined below	=	Number of hours of paid vacation time to be taken

(a) six percent (6%) during the first (1st) year of employment; or

(b) eight percent (8%) during each of 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; or

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

Hours worked during the vacation year as specified in Articles 44.03 and 44.08(E) and 45.11 (A)	X	The applicable percentage as outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period

(i) upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%);

(ii) upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%);

(iii) upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%);

(iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional two percent (2%);

(v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional two percent (2%)."

(B) For Part-Time Employees, Article 21.05(a) is amended to read:

(a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an Employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry-forward vacation shall be made, in writing, and shall be subject to the approval of the Employer. Such carry-forwards shall not exceed thirty-eight point seven five (38.75) hours, prorated based upon full-time equivalency (FTE.

(C) Amend 21.05 for Part-Time Employees by adding:

(f) Part-Time Employees will be paid for their scheduled shift during their approved vacation blocks. To supplement their income while on vacation, a part-time Employee may request, and their manager may agree, to provide vacation pay for all unscheduled days within their approved vacation block up to full-time hours, provided the Employee has enough vacation accrued in their bank at the start of their approved block. This arrangement will not be considered a payout but instead will be coded and paid as "regular vacation".

Vacation for Casual Employees

(D) 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 the first (1st) year of employment an Employee is entitled to twenty-one (21) calendar days; or

(ii) during the second (2nd) to ninth (9th) years of employment an Employee is entitled to twenty-eight (28) calendar days; or

(iii) during the tenth (10th) to nineteenth (19th) years of employment an Employee is entitled to thirty-five (35) calendar days; or

(iv) during the twentieth (20th) and subsequent years of employment an Employee is entitled to forty-two (42) calendar days off.

(b) Vacation Pay

Vacation pay shall be paid in accordance with the following:

(i) during the first (1st) year of employment six percent (6%) of their regular earnings as defined in (E) below; or

(ii) during the second (2nd) to ninth (9th) years of employment eight percent (8%) of their regular earnings as defined in (E) below; or

(iii) during the tenth (10th) to nineteenth (19th) years of employment ten percent (10%) of their regular earnings as defined in (E) below; or

(iv) during the twentieth (20th) and subsequent years of employment twelve percent (12%) of their regular earnings as defined in (E) below."

(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."

(E) 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 sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

44.09 **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	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Boxing Day
Canada 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 1/2X) their Basic Rate of Pay for their regularly scheduled shift worked on a Named Holiday and two times (2X) their Basic Rate of Pay for time worked in excess of their regularly scheduled shift.

(b) An Employee to whom these provisions apply required to work on Christmas Day and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) their Basic Rate of Pay.

(c) 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, and the Floater Holiday."

44.10 **Sick Leave**

(A) Amend Article 23.02 to read:

"(a) An Employee shall be allowed a credit for sick leave computed from the date of employment.

(b) A Part-time Employee shall accumulate sick leave credits up to a maximum credit of one-hundred and twenty (120) working days, pro-rated to the regularly scheduled hours of the part-time Employee in relation to the regularly scheduled hours for a full-time Employee.

(c) A Part-time Employee shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

(d) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional shifts worked, to a maximum of full-time hours."

(B) Amend Article 23.04 to read:

"An employee granted sick leave shall be paid, at their basic rate of pay, for regularly scheduled shifts absent due to illness, and the number of hours thus paid, shall be deducted from their accumulated sick leave credit up to the total amount of their accumulated credit at the time the sick leave commenced."

44.11 **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. An Employee may request that Bereavement Leave be divided into two (2) periods for the sole purpose of attending a deferred funeral or memorial ceremony. 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.

44.12 **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 sick leave earned and not taken during their period of temporary employment.

44.13 Further to Article 9.01, Part-time Employees will have completed their probationary period after one thousand seven and one-half (1,007 1/2) hours or one (1) year of employment, whichever is the lesser.

44.14 **Deemed Voluntary Termination**

Provided that there are available shifts that have been offered, a Casual Employee who has not worked any hours within a three (3) month period without making prior arrangements that would allow for a period of inactivity, will be deemed to have voluntarily terminated their services with the Employer.

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. The grievance shall specify the details of the dispute, including, the names of the affected Employees, the Site(s)/program(s) affected, the Articles of the Collective Agreement affected and the desired resolution.

(b) Step 1 (Director of Department or Designate)

The grievance shall be submitted, in writing, ~~and signed by the Employee(s),~~ indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Director of the Department or Designate 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. The decision of the Director of the Department or Designate shall be made known to the Employee and the Union within seven (7) days of receipt of the written statement of grievance or, where the parties have agreed to meet, within seven (7) days of the date of the meeting.

(c) Step 2

Within seven (7) days of receipt of the decision of the Director of the Department or Designate, the grievance may be advanced to Step 2 by submitting to the Employer, 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 seven (7) days of the date of the meeting.

(d) Optional Mediation (External)

Prior to submitting a grievance to Arbitration, the parties may mutually agree to non-binding Mediation.

(e) 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. **The Parties shall mutually agree to a single Arbitrator. Where the Parties mutually agree to an Arbitration Board instead, they will agree to the Chair of the Arbitration Board and name it's respective appointee(s).** ~~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.~~

(f) 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.

(g) 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.

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

(i) 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 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, 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 seven (7) 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 1 decision. **The Parties shall mutually agree to a single Arbitrator. Where the Parties mutually agree to an Arbitration Board instead, they will agree to the Chair of the Arbitration Board and name it's respective appointee(s).** ~~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.

46.05 **(a)** Either party may request a meeting to discuss relevant information with respect to the dispute. ~~Such discussion will be without prejudice.~~

(b) Known particulars related to the issue in dispute may be disclosed by either party.

(c) Such meeting and/or disclosure will be without prejudice.

ARTICLE 47: GRIEVANCE ARBITRATION

47.01 Within seven (7) days following receipt of notification pursuant to Article 46.02~~(d)~~**(e)** 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 seven (7) days,~~ **The Union and Employer shall** endeavour to select a mutually acceptable **single Arbitrator or the** chairman of the Arbitration Board. If they fail to agree, the ~~Minister of Employment and Immigration~~ **appropriate government agency or department** 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 **single Arbitrator or the** Chairman of the Arbitration Board shall have 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~~ **the single** ~~-~~Arbitrator **or Board of Arbitration**, 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 The Collective Agreement shall be printed in paper form by the Union, and the production cost shall be shared equally between the parties.

48.03 The Parties will meet prior to printing the Collective Agreement to determine how many copies should be printed.

ARTICLE 50: PROFESSIONAL FEE OR DUES REIMBURSEMENT

50.01 (a) Upon proof of payment by the Employee, the Employer shall reimburse Regular and Temporary Employees up to five hundred and four dollars ($504) per registration year, or years as applicable, for professional fees or dues, for active licensure in their professional college, association, or governing body where such licensure is required by the Employer. administrative or late fees are not reimbursable by the Employer.

(b) In order to qualify for such reimbursement, Employees are required to have an accumulated eight hundred and ten (810) hours actually worked and paid at the Basic Rate of Pay in the previous year.

LETTER OF UNDERSTANDING #7

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: MULTI-SITE POSITIONS

1. The Employer has the right to create Multi-Site Positions, subject to the following:

   (a) Multi-Site Positions will be structured to work in no more than three (3) Sites and the Sites must be within one hundred (100) kilometres of one another**, or no more than five (5) Sites within a fifty (50) kilometre radius of one another.**

   (b) Postings for Multi-Site Positions will indicate that the position is Multi-Site and will identify the Sites.

2. When a Multi-Site Position has been established the provisions of Article 20.02 are amended as follows:

   "20.02 (d) Kilometerage and time shall be paid for all travel on Employer authorized business during the course of a shift.

   (e) Time spent traveling to the multi-Site location at the start of the day, or returning from the multi-Site location at the end of the day, is on the Employee's own time and is unpaid.

   (f) When the Employee is required to start, or to end their work day at a location other than their designated work location, the travel is on the Employee's own time unless the one way trip adds more than twenty-five (25) kilometres to their travel. In that case, the Employee will be paid kilometerage and time for their additional travel. The question of whether the trip adds more than twenty-five (25) kilometres to their usual travel will be determined by the shortest route starting (or returning to as the case may be) either at the Employee's residence or at the Employee's designated work location."

This Letter of Understanding will expire September 30, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #9

BETWEEN

ALBERTA PRECISION LABORATORIES
(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.

NOW THEREFORE the parties agree as follows:

1. Regular Employees may submit requests to the Employer to increase or decrease their FTE. The Employer shall have the right to accept or reject any request for alteration of the Regular Employee's FTE based upon operational requirements.

   (a) All requests by Regular Employees to adjust FTE's 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 at the time the request is made. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request and such request shall not be unreasonably denied, subject to operational requirements. **If the request is denied, a reason shall be provided in writing at the time the decision is communicated to the Employee.**

   (b) If a Regular Employee requests to decrease their FTE by zero point three seven (0.37) or less, the resulting FTE may be posted in accordance with Article 29: Promotions, Transfers and Vacancies or reallocated amongst Regular Employees in accordance with this Letter of Understanding.

(c) If a Regular Employee requests to decrease their FTE by more than a zero point three seven (0.37), the resulting FTE will be posted in accordance with Article 29: Promotions, Transfers and Vacancies.

2. The Employer may approach Regular Part-time Employees with opportunities to increase their FTE's. Such additional FTE's may become available either as a result of a vacancy or through operational changes resulting in small FTE enhancements.

~~(a)~~ The maximum increase that can be offered by the Employer is a zero point three seven (0.37) FTE **per Employee**.

3. FTE's may be reallocated amongst Regular Employees within a Functional work area. The Employer will advise the Union of the scope of the Functional work area.

(a) FTE changes can occur between two (2) individual Regular Employees or can involve one (1) Regular Employee who initiates the request and a larger group of Regular Employees in the Functional work area who participate in the reallocation of FTE's.

(b) The reallocation of FTE's is most effective in Functional work areas where there are a significant number of working-level positions in the same classification. This allows the Employer to designate the Regular Employees in the Functional work area who are "pre-qualified" or assessed to meet a minimum threshold to accept FTE adjustments that become available. Where more than one (1) Regular Employee is pre-qualified or meets the minimum threshold, the job is offered to the most senior Employee.

4. Regular positions that are changed as a result of an FTE increase or decrease must comply with Article 11: Work Schedules and Shifts.

5. Adjustments to FTE can be either permanent or temporary in nature. The Regular Employee who has temporarily reduced their FTE may return to their regular FTE prior to the end of the temporary period by providing a minimum of six (6) weeks written notice.

6. 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.

7. The manager and Regular Employee may discuss whether the Regular Employee's request can be best met through a reciprocal "exchange" in FTE's between two (2) individuals or a reallocation to other Regular Employee within the Functional work area.

(a) **Individual-to-Individual Exchange**

(i) An individual Regular Employee initiates the process by identifying a "partner" with a corresponding FTE who is willing to "exchange" FTE's.

(ii) The partners must make a joint application to the manager.

(iii) If there are other Regular Employees in the Functional work area who hold the FTE which the initiating Regular Employees desire, the Employer will ask these Employees if they would like the opportunity to exchange their FTE with the initiating Employees.

(iv) The manager determines if all affected Regular Employees are pre-qualified to exchange FTE's.

(v) Where multiple Regular Employees wish to exchange their FTE with the initiating Regular Employee, seniority will be the determining factor.

(b) **Individual-to-Group Reallocation**

(i) An individual Regular Employee initiates the process by making a request to adjust their FTE without having identified a "partner".

(ii) Regular Employees are asked to advise their manager in writing of their desired FTE (this list will be updated as needed).

(iii) The Employer can designate the Regular Employees in the Functional work area as "pre-qualified" to move into positions that become available.

(iv) The Employer reviews the "wish list" and identifies opportunities for FTE changes.

(v) Regular Employees are made aware (e.g. fact sheet) of the impact that adjusting their FTE has upon their benefits, pension etc. and then are asked to confirm whether or not they accept the proposed FTE adjustment.

(vi) The Employer may establish a limit defining how often an individual Regular Employee in a Functional work area can initiate a request to adjust their FTE.

8. This Letter of Understanding has no application to situations requiring a Duty To Accommodate.

This Letter of Understanding will expire September 30, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #11

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: BENEFITS ELIGIBLE CASUAL EMPLOYEES (BECE)

WHEREAS the parties agree that more effective retention and recruitment strategies for Casual Employees are desirable and that certain Casual Employees desire flexible employment options;

NOW THEREFORE the parties agree as follows:

1. A BECE is a Casual Employee with a guaranteed FTE of at least zero point four (0.4) and no specified hours per shift or shifts per shift cycle. A BECE shall be eligible for prepaid health benefits pursuant to Article 25.01(a), (b)(v) and (vi), and the pension plan pursuant to Article 26, as amended below. Unless otherwise specified below, the provisions for casual Employees in Article 44 shall apply.

2. (a) **BECE Implementation**

(i) A Casual Employee may request to become a BECE of at least a zero point four (0.4) FTE.

(ii) An Employer may post a BECE. The posting shall indicate that the position is a BECE with a specified guaranteed FTE of at least zero point four (0.4) FTE.

(iii) Prior to implementing a BECE, the Employer will provide the parameters of required shift availability.

(b) **BECE Termination**

(i) A BECE may revert to casual status by providing the Employer with twenty-eight (28) days written notice of their intention to revert to casual status; or

(ii) An Employer may terminate these positions, by **providing twenty-eight (28) days written notice,** in which case the BECE shall revert to casual status.

3. **Scheduling of BECE Shifts**

(a) **Except for any period of vacation, during which the Employer is not obligated to ensure the FTE, t**he BECE will provide the Employer with their shift availability and

shift choices over a four (4) week period. The BECE shall provide availability of at least zero point two (0.2) FTE greater than their assigned FTE.

(b) The Employer shall confirm assigned shifts with the BECE. The Employee shall be assigned shifts in accordance with the availability provided by the Employee and within the parameters outlined in point 2(a)(iii).

(c) Where possible, the Employer shall confirm the Employee's shifts (based on the Employee's stated availability) at least twenty-four (24) hours in advance. Such shifts shall be paid at the Employee's Basic Rate of Pay.

(d) The Employer will not require an Employee to work shifts which provide less than fifteen (15) hours off between shifts [except for Employees replacing an Employee who normally works the extended workday, who shall not be required to work shifts which provide less than eleven point seven five (11.75) hours off between shifts].

(e) Where an Employee works a shift(s) over and above their assigned FTE, Article 44.01 shall apply.

4. Sick Leave shall not apply to BECE's.

5. Vacation pay and entitlement for BECE's shall be in accordance with the provisions of Article 44.08(D).

6. Named Holiday entitlement for BECE's shall be in accordance with the provisions of Article 44.09.

7. If a request for a BECE is denied, the Employer will provide to the Employee the rationale for the decision within twenty-eight (28) days.

This Letter of Understanding will expire September 30, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #14

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: PART-TIME SEASONAL EMPLOYEES

WHEREAS the parties recognize that creation of seasonal part-time positions may support retention and recruitment of Employees.

NOW THEREFORE the parties agree as follows:

1. A Seasonal Part-time Employee may compress a specified annual FTE into smaller portion of a year [e.g. such Employee could work a zero point five (0.5) FTE compressed into full-time hours over a six (6) month period]. During the remaining months [e.g. the remaining six (6) months], the Employee would be under no obligation and could not be compelled to accept any scheduled or unscheduled work with the Employer.

2. The following provisions will apply to Seasonal Part-time Employees:

   (a) Employees in such positions shall be covered by the provisions of Article 44, except as provided otherwise below.

   (b) Employees may request that their current position be converted into a Seasonal Part-time position. The Employer shall approve or deny the request in writing.

   (c) The Employer may post a Seasonal Part-time position. The posting shall indicate that the position is Seasonal Part-time and the FTE of the position.

   (d) A Seasonal Part-time Employee will be paid for hours actually worked.

   (e) (i) Notwithstanding a Seasonal Part-time Employee working full-time hours for a portion of a year, such Employee's benefit coverage and premiums shall be pro-rated based on the Employee's part-time FTE.

   (ii) A Seasonal Part-time Employee shall make prior arrangements with the Employer for the prepayment of the Employee's portion of premiums for the applicable benefit plans for the period of time where the Employee is not actively at work.

   (f) (i) Such Employee's vacation and sick leave accrual shall be based on their regular hours worked.

(ii) Vacation and sick leave shall only be utilized during the compressed work period described above.

3. **The Employer retains the right to end an arrangement under this Letter of Understanding with twenty-eight (28) days written advance notice.**

This Letter of Understanding will expire September 30, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #18

BETWEEN

ALBERTA PRECISION LABATORIES
(hereinafter referred to as the Employer)

- and-

ALBERTA HEALTH SERVICES
(the Employer)

- and -

COVENANT HEALTH
(the Employer)

- and -

BETHANY NURSING HOME OF CAMROSE
(the Employer)

- and -

LAMONT HEALTH CARE CENTRE
(the Employer)

- and –

THE PROVINCIAL HEALTH AGENCIES OR PRVINCIAL HEALTH CORPORATIONS ESTABLISHED UNDER THE HEALTH STATUTES AMENDMENT ACT, 2024 ("THE ACT"), INCLUDING BUT NOT LIMITED TO RECOVERY ALBERTA

-and-

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

RE: PORTABILITY BETWEEN ALBERTA PRECISION LABORATORIES, ALBERTA HEALTH SERVICES, COVENANT HEALTH, BETHANY NURSING HOME OF CAMROSE AND LAMONT HEALTH CENTRE, THE PROVINCIAL HEALTH AGENCIES (PHAs) OR PROVINCIAL HEALTH COPORATIONS (PHCAs) ESTABLISHED UNDER THE ACT

WHEREAS the parties agree that it may be of mutual benefit to allow Regular Employees to transfer their earned entitlements while employed at Alberta Precision Laboratories (APL) and/or Alberta Health Services (AHS) and/or Covenant Health (CH) and/or Bethany Nursing Home of Camrose

(BETH) and/or Lamont Health Centre (LAM), **and/or Recovery Alberta, and/or Provincial Health Agency (PHA) and/or Provincial Health Corporation (PHC),** the parties agree as follows:

1. Newly hired Regular Employees, transferring between ~~Alberta Precision Laboratories (~~APL~~)~~ and/or ~~Alberta Health Services (~~AHS~~)~~ and/or ~~Covenant Health (~~CH~~)~~ and/or ~~Bethany Nursing Home of Camrose (~~BETH~~)~~ and/or ~~Lamont Health Centre (~~LAM~~),~~ **and/or RA, and/or PHA and/or PHC,** shall have the following recognized and transferred:

   (a) Placement on the salary grid;

   (b) Vacation entitlement date (accrued vacation banks will be paid out);

   (c) Unused sick bank;

   (d) Hours towards next increment; and

   (e) Seniority date,

   provided they:

   (i) resign from their regular position(s) with APL and/or AHS and/or CH and/or BETH and/or LAM), **and/or RA, and/or PHA and/or PHC;**

   (ii) are hired into the same classification; and

   (ii) not more than six (6) months have lapsed since their employment with APL and/or AHS and/or CH and/or BETH and/or LAM, **and/or RA, and/or PHA and/or PHC.**

2. Regular Employees, employed by APL and/or AHS and/or CH, and/or BETH and/or LAM, **and/or RA, and/or PHA and/or PHC** concurrently, will have the following recognized and transferred:

   (a) Highest placement on the salary grid;

   (b) Highest vacation entitlement date;

   (c) Unused sick bank;

   (d) Hours towards next increment;

   (e) Highest seniority date,

   provided they:

   (i) Resign from their regular position(s) with APL and/or AHS and/or CH and/or BETH and/or LAM, **and/or RA, and/or PHA and/or PHC**

   (ii) Are hired into the same classification; and

(iii) Not more than six (6) months have lapsed since their employment with APL and/or AHS and/or CH and/or BETH and/or LAM, **and/or RA, and/or PHA and/or PHC.**

3. Should a Regular Employee commence employment with one Employer and maintain employment with the other Employer, the following will be recognized at the new Employer:

(a) Highest placement on the salary grid;

(b) Highest vacation entitlement date;

(c) Hours towards next increment;

(d) Highest seniority date,

provided they:

(i) provide the information within thirty (30) days of commencement of employment, in a form acceptable to the new Employer;

(ii) are hired into the same classification; and

(iii) not more than six (6) months have lapsed since their employment with APL and/or AHS and/or CH and/or BETH and/or LAM, **and/or RA, and/or PHA and/or PHC.**

4. The waiting period for Employee Benefits will be waived for eligible Employees covered by provisions 1 and 2 above.

5. The date of hire for those covered by provisions 1, 2 or 3 above, shall be the latest date of continuous service with the new Employer.

6. The above provisions shall apply to Employees hired into new classifications, except that placement on the salary grid and hours towards next increment will be determined as per Article 15: Recognition of Previous Experience.

This Letter of Understanding will expire September 30, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #22

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: EMPLOYEE ~~AND UNION~~ DEVELOPED SHIFT SCHEDULES

1. The Employer shall not unreasonably refuse to implement a shift schedule for a functional work area, developed by the Employee(s) ~~and the Union~~ subject to the following:

    a. The proposed shift schedule is contractually compliant, except where the parties have mutually agreed otherwise in writing;

    b. The proposed shift schedule does not result in any additional costs; and

    c. The proposed shift schedule will meet the Employer's operational requirements.

2. As per 1(a) above, Article 11, Article 44.04 or Article 45.06 applies in its entirety to schedules implemented under this process.

3. A functional work area shall not implement more than one shift schedule developed in accordance with this Letter of Understanding in each twelve (12) month period.

4. **Effective the date of ratification of the Collective Agreement,** the parties agree that a list of ~~all~~ **non-compliant** schedules implemented under this Letter of Understanding shall be maintained **and provided to the Union. The Union shall advise the Employer of who to send the implemented schedules to.** ~~and distributed with Joint Committee meeting packages for the duration of this Collective Agreement~~.

5. **If an issue arises with a shift schedule implemented under this Letter of Understanding, upon request, the Employer will provide the Union with a copy.**

This Letter of Understanding will expire September 30, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #24

BETWEEN

~~**ALBERTA HEALTH SERVICES**~~
~~(hereinafter referred to as the Employer)~~

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: TRANSITIONAL PROVISIONS FOR EMPLOYEES MOVING INTO THE HSAA BARGAINING UNIT

The parties agree to the following transitional terms for Alberta Precision Laboratories Employees that move from exempt positions, or from other bargaining units, into the HSAA ~~Office and Clerical or Technical~~ Bargaining Unit.

For a transition into the HSAA ~~Office and Clerical or Technical~~ Bargaining Unit, the parties agree to meet to identify the following dates for each transition:

Implementation Date - Unless expressly addressed otherwise in this Letter of Understanding, the Implementation Date will be the date upon which the terms and conditions of the HSAA/APL collective agreement apply.

Benefit Implementation Date -The date upon which the Employee(s) will be covered by the HSAA Benefit plan.

Article 5: Dues Deduction

HSAA dues deductions from Employees shall take effect on the Implementation Date (i.e., thedate the Employee commences in the HSAA bargaining unit).

Article 9: Probation Period

Employees who, as of the Implementation Date, have not completed their probation shall serve the remainder of their probation to the maximum number of hours identified under their previousterms and conditions of employment or Collective Agreement, exclusive of overtime hours, fromthe date on which the current period of continuous employment commenced.

Article 10: Hours of Work and Article 11: Work Schedules & Shifts

The parties agree that hours of work and schedules will comply with Article 10/44.03: Hours ofWork and Article 11/44.04: Work Schedules and Shifts within one hundred and

twenty (120) days of the Implementation Date. Any changes to schedules will be subject to a twelve (12)week posting period.

Article 12: Overtime

As of Implementation Date, Employees will be eligible for overtime in accordance with Article 12/44.05 – Overtime of the ~~AHS~~/APL/**HSAA** Collective Agreement.

Overtime banks accrued up to the Implementation Date shall be maintained and transferred intact. As of the Implementation Date, Overtime banks will be administered in accordance with the provisions of Article 12/44.05 - Overtime.

Overtime days in lieu that have been approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

Article 14: Salaries

~~Effective the Implementation Date Employees will be placed at the Step on the HSAA salary scale based on their years of service in their current classification.~~

Effective the Implementation Date, Employees that were on union wage grids shall be placed on the step of the mapped receiving agreement classification based on their current step in their former classification (step for step).

Employees that were on existing non-union wage grids shall be placed on the mapped receiving agreement classification based on years of service in their current classification.

Where such rate is lower than their current rate of pay, then the Employee shall be placed at the applicable step based on their years of service in their current classification and red-circled for twenty-four (24) months, or until they can be transitioned onto the salary scale, whichever is sooner.

Full-time Employees who receive a pay increase, shall have their increment anniversary date for future increases established as the Implementation Date.

Part-time and Casual Employees who receive a pay increase, shall earn hours towards their next increment as of the Implementation Date.

Article 21: Vacation with Pay

Employees shall have their continuous service date with APL (including continuous service with a former entity that is contiguous with their service with APL) recognized for the purpose of establishing annual vacation entitlement.

Vacation banks accrued up to the Implementation Date shall be maintained and transferred intact. As of the Implementation Date, Vacation banks will be administered in accordance with the provisions of Article 21/44.08 – Vacation with Pay.

Commencing on the Implementation Date, an Employee's vacation entitlement shall be in accordance with Article 21/44.08: Vacation with Pay of the APL/HSAA Collective Agreement.

Subject to 21.07, vacation days approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

Article 22: Named Holidays

As of the Implementation Date, Employees will be eligible for Named Holidays in accordance with Article 22/44.09 – Named Holidays of the APL/HSAA Collective Agreement.

Named Holiday banks, including the floater holiday bank, accrued up to the Implementation Date shall be maintained and transferred intact. As of the Implementation Date, Named Holiday banks will be administered in accordance with the provisions of Article 22/44.09 – Named Holidays.

Stat days in lieu approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

Article 23: Sick Leave

Sick banks accrued up to the Implementation Date shall be maintained and transferred intact. As of the Implementation Date, sick banks will be administered in accordance with the provisions of Article 23/44.10 – Sick Leave.

Article 25: Employee Benefit Plans

Eligible Employees shall be placed in the common APL/HSAA benefit plan effective the Benefit Implementation Date.

Employees who had benefits prior to Implementation Date shall not lose coverage solely as a result of transition.

Eligible expenses with a service date prior to the Benefit Implementation Date will remain subject to the provisions of the previous benefit plan. Eligible expenses with a service date as of the Benefit Implementation Date or later will be subject to the provisions of the APL/HSAA Benefit Plan.

Employees not actively at work due to illness/disability or Leave of Absence on the Implementation Date will continue to be covered by the provision of the previous benefit plan until such time that they return to active employment. Benefit coverage under the APL/HSAA Collective Agreement will commence upon their return to work subject to enrollment, actively at work and benefit eligibility requirements.
No waiting period will be required for Employees enrolling in the Benefit Plan as a result of this transition.

Article 26: Pension Plan

Eligible Employees will continue to participate in the Local Authorities Pension Plan as per Article 26 - Pension Plan, except for those former Calgary Lab Services Employees who chose to remain enrolled in the either the Calgary Lab Services Employer match Registered Retirement Savings Plan (RRSP) or the Calgary Lab Services Defined Contribution Pension Plan (DCPP) as of December 9, 2018.

Employees who were enrolled in, and chose to remain enrolled in, the Calgary Lab Services Employer match RRSP will remain enrolled in that plan and will contribute three point five percent (3.5%) of regular earnings (exclusive of overtime and shift premiums) into the plan each pay period. The Employer will contribute seven percent (7%) of regular earnings (exclusive of overtime and shift premiums) for each participating Employee.

Employees who were enrolled in, and chose to remain enrolled in, the Calgary Lab Services DCPP will remain enrolled in that plan and will contribute three point five percent (3.5%) of regular earnings (exclusive of overtime and shift premiums) into the plan each pay period. The Employer will contribute seven percent (7%) of regular earnings (exclusive of overtime and shift premiums) for each participating Employee.

Article 28: Seniority

Regular or Temporary Employee's seniority date n the date before the Implementation Date shall remain unchanged and shall become the Regular or Temporary Employee's seniority date under the receiving agreement.

Where an Employee concurrently holds multiple regular or temporary positions under the former agreement and the receiving agreement, and has multiple established seniority dates, the earliest date shall apply.

For Employees who transitioned from a non-unionized position, seniority shall be the date Employees were hired with the Employer (including continuous service with a former entity that is contiguous with their service with APL).

Casual Employees who have never held a regular or temporary position (and therefore have not had a seniority date computed previously) will have a seniority date calculated upon transferring to a regular or temporary position, in accordance with the provisions of Article 28, by dividing contiguous hours worked with the Employer (including continuous service with a former entity that is contiguous with their service with APL) by 2022.75.

Article 29: Promotions, Transfers, and Vacancies – Trial Period

Employees who, as of the Implementation Date, have not completed their trial period shall serve the remainder of their trial period, to the maximum number of hours identified under their previous terms and conditions of employment or Collective Agreement.

Article 33: Leaves of Absence

Personal Leave

Effective the next April 1 after the Implementation Date, eligible Employees shall receive personal leave in accordance with the provisions of 33.04.

Modified Workdays: Modified Workday/10 Month Schedule/Teleworking/Flexible Work Schedule

The parties agree to review all existing modified workday/teleworking/flexible work schedule agreements within one hundred and twenty (120) days of the Implementation Date to ensure compliance with the APL/HSAA Collective Agreement.

Banked hours accrued as a result of any of the aforementioned arrangements shall be maintained and transferred intact.

Any time off associated with any of these arrangements and approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

Employees Absent Due to WCB, STD, LTD, or Leave of Absence

For Employees who are absent due to Workers' Compensation, Short Term Disability, Long Term Disability, or approved Leave of Absence on the Implementation Date shall continue under previous terms and conditions of employment or Collective Agreement. The terms and conditions of the APL/HSAA Collective Agreement and the transition provisions of this Letter of Understanding shall apply effective the date the Employee returns to work.

Flexible Spending Account

As of the Benefits Enrollment Date, Employees shall be covered by Letter of Understanding #6 – Flexible Spending Account (FSA) in the APL/HSAA Collective Agreement. For the purposes of implementation, the allocation to the HSAA FSA shall be pro-rated based upon the Employee's FTE as of the Implementation Date and number of months remaining in the calendar year as of the Benefits Enrollment Date.

~~AHS~~ **APL** shall confirm an allocation period for all Eligible Employees in order to allocate funds for utilization of their FSA for the remainder of the calendar year following the Implementation Date.

Letters to Employees

Employees shall receive a letter from APL, copied to HSAA, which shall include the following:

(i) Confirmation of the Implementation Date of their transition;
(ii) Employment status (i.e. regular full time, regular part time, temporary, or casual);
(iii) FTE;
(iv) Classification;
(v) Increment level and Basic Rate of Pay;
(vi) Anniversary date for increment or hours until next increment, as applicable;
(vii) Confirmation of the benefits enrollment date;
(viii) Seniority date and date of hire (if different);
(ix) Vacation entitlement level; and
(x) Current sick, vacation, named holiday and overtime banks.

Each Employee shall have sixty (60) consecutive calendar days from the date of notification of the information above to advise the Employer, in writing, if the Employee believes the information to be incorrect.

The parties agree to meet to discuss unique circumstances (hours of work arrangements, specific Letters of Understanding, local conditions, etc.) that may arise as a result of this Letter of Understanding.

Employees will receive an additional letter outlining significant changes to the benefits plan.

The Letter of Understanding will expire September 30, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #27

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

AND

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

RE: RELOCATION REIMBURSEMENT

WHEREAS the parties agree that:

- **Where the Employer determines that there may be** ~~There are significant operational and~~ recruitment challenges in attracting **candidates for certain classifications** ~~Medical Laboratory Technologists (MLTs) and Combined Laboratory/ X-ray Technologists(CLXT)~~ to the rural and suburban areas of the province; ~~and~~ **the Employer may provide financial relocation assistance to successful internal or external candidates for eligible positions on initial recruitment. For internal candidates, relocation assistance may be provided when the Employee relocates more than100 km from their current residence.**

- ~~Decisions made at the local level are more effective in meeting the needs of the Employer and potential Employee; and~~

- ~~While APL develops an Employee Expense Relocation Directive ("Directive"), the rural areas may benefit by offering financial relocation assistance to attract new external and/or internal Employees.~~

~~In recognition of these factors, the following agreement is made between the parties on a without prejudice and without precedent basis:~~

~~1. The Employer will establish an APL Employee Expense Relocation Directive.~~

~~2. In the interim and until such time as the Directive is established, the Employer may provide financial relocation assistance to successful internal or external candidates for eligible positions on initial recruitment. For internal candidates, relocation assistance may be provided when the Employee relocates more than100 km from their current residence.~~

1. Positions which may be eligible for relocation assistance will be identified on thejob posting and may include Regular or Temporary Full-Time or Part-Time positions with a minimum FTE of 0.5. Eligible temporary positions will be limitedto those which are a minimum of twelve (12) months' duration.

2. A one (1) year return service commitment shall be made by the successful candidate in exchange for the relocation assistance. The successful candidate will sign *the Alberta Health Services Relocation Assistance Agreement - Return of Service* upon acceptance of the Letter of

Offer.

3. Reimbursement for expenses paid in relation to a move shall be limited to those costs that would have been incurred if the move had been carried out in the most practical and economical manner, in accordance with the *Alberta Health ServicesRelocation Assistance Agreement - Return of Service.* Receipts must be submitted on an AHS Relocation Assistance Expense Claim within six (6) months from the effective date of hire.

4. A copy of the ~~return service agreement~~ **the Alberta Health ServicesRelocation Assistance Agreement - Return of Service** shall be submitted by the Employer to the Union.

5. **All other provisions of the Employee's Expense Relocation Directive shall apply.**

This Letter of Understanding will expire September 30, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

~~LETTER OF UNDERSTANDING #28~~

~~BETWEEN~~

~~ALBERTA PRECISION LABORATORIES~~
~~(hereinafter referred to as the Employer)~~

~~AND~~

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

~~RE: APPEAL PROCESS~~

~~Reclassification Appeals Process~~

~~The parties agree to a process for reclassification appeals one (1) year from date of signing. Either party may request an extension of that time period and such request shall not be unreasonable denied.~~

~~The following process will temporarily replace the process indicated in Article 40.02(B) (Internal Appeal Process), 40.02(C) (External Appeal Process) and 40.03 (Dispute Resolution) of the collective agreement between The Health Sciences Association of Alberta and Alberta Precision Laboratories.~~

~~Classification Appeal Request~~

~~When an Employee wishes to have a classification decision further reviewed, the Employee, in consultation with the Union Representative (Classification Analyst) shall submit a written request to the Employer (Human Resources – Job Evaluation) within thirty (30) days of the time the Employee received written notification of the classification decision.~~

~~The written request shall:~~

~~Outline the reason(s) the Employee believes the classification decision is not appropriate.~~

~~Identify an existing classification within the agreement they think is appropriate and how the current job duties fit within the proposed classification (rationale).~~

~~Any additional information and/or supporting documentation that is necessary or relevant to evaluate the request.~~

~~Upon receipt of the request for appeal and complete information, a representative from the Employer (Human Resources – Job Evaluation) and the Union Representative (Classification Analyst) will review all relevant documents from the Employee to determine validity of the appeal within thirty (30) days.~~

Internal Appeal Process

Following confirmation of appeal validity, as noted above, the Employer (Human Resources – Job Evaluation) will conduct a further internal review based on the information provided, which will include discussions with the Employee, the Employee's Manager and/or Director and the Union. The Employer (Human Resources – Job Evaluation) will provide a written response to the request for appeal to the Employee and union within ninety (90) days and provide detailed rationale for the decision specifically addressing the reasons for the review provided by the Employee.

In the event the Union and Employee do not agree with the decision, the Union may submit an appeal to the Director, Job Evaluation (or designate), within thirty (30) days following the date the decision was communicated in (i) above.

The Director, Job Evaluation (or designate), shall meet with the Employer (Human Resources – Job Evaluation) and the Union Representative (Classification Analyst) within sixty (60) days of the appeal being advanced to this level (Internal Appeal). Both parties shall submit their respective positions in writing to the other party and to the Appeal Chair no later than ten (10) days, prior to the date of the appeal hearing.

The decision of the Director, Job Evaluation (or designate), will be communicated to the Union within ten (10) days of the internal appeal hearing.

External Appeal Process

In the event the Union and Employee do not agree to the classification decision by the Director, Job Evaluation (or designate), the Union may submit an appeal of the decision to the Employer (Human Resources) within thirty (30) days of the reply from the Director, Job Evaluation.

The parties agree that a single external classification consultant (Appeal Chair), agreed to by the parties, shall be appointed to hear the appeal. Decisions will be based on the Employer's classifications, classification system, current approved job description, job profiles and/or methodology, in effect within Alberta Precision Laboratories.

The appeal hearing will be scheduled for both parties to present their rationales and supporting documentation to the classification consultant. This hearing shall be scheduled within sixty (60) days or within such period as may be mutually agreed between the parties, from the date that the appeal was advanced to the external level.

Both parties shall submit their respective positions in writing to the other party and to the Appeal Chair no later than ten (10) days prior to the date of the appeal hearing.

The Appeal Chair will review the information provided in writing and presented at the appeal hearing to render a decision within ten (10) days and the decision will be final and binding on both parties.

The Appeal Chair shall be selected from a standing list of consultants agreed to by the parties. The fees and expenses of the Appeal Chair shall be shared equally between the parties.

~~Salary treatment upon classification change shall be in accordance with Article 40.04 (a) and (b) of the Collective Agreement.~~

~~For the purpose of the Reclassification Process, periods of time referred to in days shall be deemed to mean such periods of tine calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays specified in Article 22.01(a).~~

~~Time limits may be extended by mutual agreement in writing, between the Union and the Employer.~~

~~**LETTER OF UNDERSTANDING #30**~~

~~**BETWEEN**~~

~~**ALBERTA PRECISION LABORATORIES**~~
~~(hereinafter referred to as the Employer)~~

~~**- and -**~~

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

~~RE: MEDICAL LABORATORY ASSISTANT I RECRUITMENT~~

~~APL continues to face significant challenges recruiting into the Medical Laboratory Assistant I (MLA I) classification.~~

~~The parties agree to meet within one hundred and twenty (120) days following ratification of the Collective Agreement to discuss opportunities to address this recruitment challenge, including how potential Employees can achieve the core qualifications required to work in the MLA I classification within APL, as contemplated in the Collective Agreement.~~

~~This Letter of Understanding will expire September 29, 2024.~~

LETTER OF UNDERSTANDING #31

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: SUPPLEMENTARY HEALTH PLAN IMPROVEMENTS

Effective the first (1st) day of the month following ninety (90) days from the date of ratification, the coverage under the Supplementary Health Benefits Plan shall be amended as follows:

- ~~Benefits coverage for Chartered Psychologist/Master of Social Work/Addictions Counsellor shall be reconfigured to provide a combined maximum of $3000.00 per participant per benefit year with no per visit maximum.~~

- ~~Benefits coverage for Occupational Therapists and Physiotherapists shall be reconfigured and increased to a rate of $50.00 per visit for a combined maximum of $1000 (20 visits) per year.~~

- ~~Benefits coverage for Registered Massage Therapy benefits shall be increased to $50.00 per visit to a maximum of $1000 (20 visits) per year.~~

- ~~There shall be no requirement for a written physician's order for accessing massage therapy and orthotics.~~

1. **Addition of continuous glucose monitors, including Dexcom.**

2. **Deletion of twelve (12) month insulin dependency limitation for flash glucose meters.**

3. **Deletion of requirement for a written order from a healthcare professional for diabetic equipment.**

4. **Increase massage therapy coverage from fifty dollars ($50) per visit to seventy-five dollars ($75) per visit, to a maximum of one thousand dollars ($1000) per year.**

LETTER OF UNDERSTANDING #32

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: RED-CIRCLED APL EMPLOYEES (DUE TO TRANSITIONAL BARGAINING)

APL Employees whose basic rates of pay were red-circled as a result of transition bargaining (from AHS, Covenant and CLS) shall continue to be red-circled until such time as their basic rate of pay meets or exceeds their red-circled rate.

APL Employees whose Basic Rate of Pay were red-circled as a result of transition bargaining from DynaLIFE to APL, and where such red-circled rates of pay were to end on December 18, 2025, shall continue to be red-circled until such time as their basic rate of pay meets or exceeds their red-circled rate or for the term of this Collective Agreement, whichever occurs first.

This Letter of Understanding will expire September 30, **2028**, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: MEDICAL LABORATORY ASSISTANT (MLA) I EQUIVALENCY

Recognizing that recruitment to MLA I positions by those who completed a recognized MLA program has been challenging for APL, the parties agree to the following to address the recruitment issues:

1. The following qualifications constitute equivalency to certification from a recognized MLA program:

    - Medical Laboratory Technologist (MLT) and Combined Laboratory and Xray Technologist (CLXT) trained in Canada
    - Medical Lab Technician/Technologist trained outside of Canada
    - MLT and CLXT students that have completed their phlebotomy training/rotation
    - Internal APL Employees who have completed a combination of formal training and/or on-the-job experience directly related to the representative duties and job responsibilities in the MLA I job posting.

2. New Employees will be placed at Step 1 of the MLA pay scale.

3. (a) If there are no certified or equivalent MLA candidates at the close of a posting, a combination of in-house phlebotomy training and completion of formal training courses from an acceptable formal post-secondary institute, as determined by the Employer, completed following hire into the MLA position will meet the definition of equivalent to MLA.

    (b) Cost of the courses is the responsibility of the new employee.

    (c) Employees hired after the date of ratification of the collective agreement, shall be placed at Step 1 of the MLA pay scale and shall remain at Step 1 until such time as the Employee completes the in-house training and the required formal MLA training courses. Such Employees are required to successfully complete all required training and courses within six (6) months of hire.

4. Nothing in point 2 above requires the Employee to hire an internal candidate who is not certified or equivalent.

5. Benefits, as outlined in Article 25, will be available the first (1st) of the month following the three (3) month waiting period.

6. Flexible Spending Account will be available following the three (3) month waiting period and will be prorated based on the date of hire, and FTE in accordance with the calculation outlined on Letter of Understanding #6.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: LIVING DONOR WAGE REPLACEMENT

WHEREAS the parties wish to reduce any barriers that may prevent an Employee from becoming a living donor;

The Parties agree that the Alberta Health Services "Living Donor Wage Replacement" Policy will apply to all Employees who are part of this collective agreement.

This Letter of Understanding will expire September 30, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: OPTIONAL PRIME TIME VACATION SELECTION PROCESS

The Parties agree that in an effort to give as many Employees as possible the ability to select vacation during prime times, an individual Patient Service Center (PSC), or department, as applicable, will conduct a vote in accordance with this Letter of Understanding.

Prior to the Employer posting a vacation planner in accordance with Article 21.05(e), a vote shall be conducted to implement this Letter of Understanding. Where a minimum of seventy-five percent (75%) of eligible Employees who cast a vote withing the PSC or department, as applicable, vote in favor, Article 21.05(c) will be modified for each prime-time period as follows:

(a) Easter – 14 calendar day limit in the one (1) week before and one (1) week after Easter Sunday in each year.
(b) Summer – 21 calendar day limit between June 15th and September 15th in each year.
(c) Christmas –14 calendar day limit between December 15th in each year and January 2nd the following year.

(i) If an Employee had their vacation request for any day off during the week encompassing Christmas Day approved in the previous year, then approval may not be granted in the current year.

(ii) If an Employee had their vacation request for any day off during the week encompassing New Year's Day approved in the previous year, then approval may not be granted in the current year.

(iii) For the purpose of (c)(i) and (ii) above, a week is defined as Sunday to Saturday.

The results of this vote shall be shared with the Employees and the Union within ten (10) days, exclusive of weekends and Named Holidays.

If there are more available time slots, as determined by the Employer, than there are requests for vacation during the defined peak times, the Employer may approve more than the maximums outlined above; otherwise, the maximums as outlined in 21.05(c) apply.

All other provisions of Article 21 remain in full effect.

This Letter of Understanding will expire September 30, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

The Employee's portion of all monies from Employment Insurance Commission premium reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations.

This Letter of Understanding will expire September 30, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: WORKLOAD APPEAL PROCESS

Workload is an objective assessment of the support (communication, skill mix, staffing, training), equipment (devices, technology, supplies) and/or time available to the Employee to complete their assigned work.

The Parties agree that workload may fluctuate and may be impacted by numerous factors including, but not limited to: acuity, changes in patient population, seasonality, surge periods, process improvements and efficiencies, staff/resource fluctuations, shifting priorities, and increasing demands.

The Employee(s) shall first discuss their workload concern with their immediate supervisor and attempt to resolve the matter at this stage. In the event that it is not resolved, the Employee may request a formal evaluation of their workload concern through the following Workload Appeal Process.

(1) Formal Evaluation - Workload Appeal Process

It is agreed that only workload concerns that are ongoing, systemic, and long term in nature (evidenced by the fact that the concern has continued for a minimum of sixty (60) calendar days) may be considered as part of the Workload Appeal Process.

Level 1

Where an Employee or group of Employees has a workload concern that is ongoing, systemic and long-term in nature, the Employee(s) may request, in writing, that their Manager conduct a formal workload evaluation. The Employee's written submission must include an explanation and examples of the factors they believe are leading to the workload concern, based on the workload components of supports, equipment and/or time to complete assigned work. The written submission must include the Employee's proposed solution to the concern. The Manager (or designate) shall meet with the Employee and respond in writing within twenty-one (21) calendar days.

Level 2

If the workload concern remains unresolved after Level 1, within seven (7) calendar days of the response at Level 1, the Employee may request a further review of the workload concern in writing to the Operational Director (or designate). The Operational Director (or designate), shall reply in writing within fourteen (14) calendar days of receipt of the workload concern(s).

Level 3

If the Employee is not satisfied with the outcome at Level 2, within seven (7) calendar days of the response at Level 2, the Employee may request a further review of the workload concern(s) in writing to the Executive Director (or designate). The Executive Director (or designate) shall make the final decision regarding the workload appeal, and provide the decision in writing, to the Employee within twenty-one (21) calendar days of receipt of the workload concern(s).

2. The Employer shall not be required to repeat the appeal process for a previously appealed concern within the same unit/area/department, as applicable, unless a significant departmental change has occurred that materially affects workload requirements.

3. Time Limits

   Time limits may be extended by mutual agreement. Such extensions shall not be unreasonably denied.

4. Dispute Resolution:

   (a) The timelines and process steps in this Letter of Understanding are subject to Article 46: Grievance Procedure.

   (b) The final decision regarding the outcome of the of the Workload Appeal Process is not subject to Article 46: Grievance Procedure.

5. The Parties agree to implement this Workload Appeal Process on a trial basis.

This Letter of Understanding will expire September 30, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: TRIAL – ALTERNATE SCHEDULING OPTION (Amending Day Duty - 11. 02(d) and 44.04(d))

Whereas the parties agree that in order to be responsive to patient and client needs, there may be a requirement to amend clause 11.02(d).

Upon mutual agreement between the Employer and the Union, the proportion of day duty may be reduced below one-third (1/3) when it is mathematically impossible to assign all available shifts using Regular Employees and regularly scheduled shifts within the scheduling provisions of the collective agreement. The Employer will provide evidence to the Union when they need to implement this Letter of Understanding.

A vote will be conducted to implement this Letter of Understanding. Where a majority of eligible Employees who cast a vote within the individual PSC or department, as applicable, vote in favor, the amended schedule will be implemented.

All other provisions of Article 11 or Article 44.04 remain in full force and effect.

A written agreement shall indicate the PSC or department, as applicable, to which the agreement applies.

Any agreement made pursuant to this Letter of Understanding may be terminated by either party with eight (8) weeks' written notice. Unless otherwise agreed between the Employer and the Union, a new shift schedule compliant with Article 11 shall then be posted twelve (12) weeks in advance as per 11.03(a) or 44.04(c). The new shift schedule shall be posted no later than the last day of the eight-week written notice period.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: INFORMATION SHARING

On a quarterly basis, the Employer shall provide the Union with a report showing the headcount and FTE, broken down by category (Regular, Temporary, Casual); Notices of Vacancy; Voluntary Termination for the bargaining unit.

This Letter of Understanding will expire on September 30, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: LONG SERVICE PAY ADJUSTMENT (LSPA)

The Parties recognize that there are a number of experienced Employees. The Parties recognize the contribution of these Employees and wish to take steps to encourage these Employees to remain working for Alberta Precision Laboratories.

As such, effective the date of ratification, in addition to the rates of pay specified in the Salary Appendix, an Employee who has twenty (20) or more calendar years of service with the Employer, shall receive a two percent (2%) Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.

This Letter of Understanding will expire September 30, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: REMOVAL OF THE WAITING PERIOD FOR THE EMPLOYEE BENEFIT PLANS

Effective the first (1st) day of the month following ninety (90) days from the date of ratification, the coverage provided under the supplementary benefits plan shall be amended as follows:

1. Removal of the existing waiting period for Employee Benefit Plans.

2. Provided the Employee is actively at work and meets the benefit eligibility criteria, coverage shall be:

    a) Effective the benefit eligibility date for life, accidental death and dismemberment (AD&D), short term disability (STD) and long-term disability (LTD) insurance.

    b) Effective the first (1st) day of the month following the benefit eligibility date for health and dental coverage, including access to allocated flex credits.

This Letter of Understanding will expire September 30, 2028, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #XX

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: RECRUITMENT INCENTIVE

Effective April 1, 2026, the Employer agrees to allocate funds in relation to implementation of a new recruitment incentive(s). This incentive(s) will be used to support initiatives aimed at addressing recruitment challenges experienced by sites or programs, as applicable, in rural and remote areas outside of Edmonton and Calgary Zones, or specialty classifications as determined by the Employer, deemed by the Employer to be "difficult to recruit to".

"Difficult to recruit to" may be determined by indicators such as:

- high vacancy rates;
- vacancies that remain unfilled for longer than ninety (90) days.

The incentives may vary depending on the particular needs of a site or program and may include such things as student bursaries. Any payment of or for recruitment incentives shall be conditional upon completion of a return-for-service agreement.

This initiative will be reviewed annually by the Parties during the term of the Collective Agreement.

Decisions made with respect to recruitment initiatives will not be subject to Article 46: Grievance Procedure.

Fund Allocation is as follows:

Fiscal Year April 1, 2026 - $1.5 million
Fiscal Year April 1, 2027 - $1.5 million

This Letter of Understanding will expire September 30, 2028.

LETTER OF UNDERSTANDING #XX (NEW)

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: REVIEW OF CLASSIFICATIONS TOTAL COMPENSATION

The Parties agree that competitive and fair compensation is essential to the recruitment and retention of APL Employees. Accordingly, during the term of the Collective Agreement, the Parties agree to the following:

1. Purpose

The Parties acknowledge that the health care labour market is constantly evolving. This process is designed to provide a mechanism to identify compensation gaps and support the recruitment and retention of qualified staff within APL.

The Employer and Union may identify specific classifications within the Main Salaries Appendices where empirical evidence has identified significant challenges with total compensation. Either Party may then submit a recommendation to review total compensation of a classification and compare it to relevant market data.

The Parties agree that this LOU is only about total compensation and not about the classification of positions.

2. Criteria

Criteria to be considered when determining if a classification requires a market adjustment or market supplement, shall include but not be limited to the following:

- Vacancy rate analysis
- Recruitment analysis
- Total compensation analysis of appropriate comparator groups

3. Data Sharing

The Parties agree to share all available data as per the criteria listed above to facilitate an informed review.

4. Meetings

The Parties shall meet at mutually agreed times to discuss, analyze, and review the data collected. Additional meetings may be scheduled as required to complete the review.

5. Recommendations

Where the Parties jointly agree that a classification is materially under market and creates recruitment and retention challenges, they shall prepare a written recommendation outlining the proposed monetary amendment to address the issue. Any monetary amendments recommended under this process shall be considered by the Employer.

6. No Prejudice

This Letter of Understanding is without prejudice to the positions of either Party in future collective bargaining.

This Letter of Understanding will expire September 30, 2028.