

TENTATIVE AGREEMENT

Between

WCB ALBERTA (Millard Health)

And

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

NOTE: 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

General Wage Increases:

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

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

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

Effective January 1, 2028: 3% for all classifications / all steps

Under Market Adjustments:

Effective Date of Ratification:

- **Psychologist (Masters), Psychologist I, Psychology Clinical Supervisor, Psychology Consultant – 6.10%**

LAND ACKNOWLEDGEMENT

The Parties respectfully acknowledge that Alberta is located on Treaty 4, 6, 7 and 8 territories, the traditional land of First Nations, Inuit and Métis people. Their footsteps have marked this land from time immemorial; and their histories, languages, and cultures continue to influence our vibrant community.

ARTICLE 1: DEFINITIONS

In this Collective Agreement:

- 1.01 "Act" means *The Public Service Employee Relations Act*, R.S.A. 2000, c. P-43 as amended.
- 1.02 "Compulsory Interest Arbitration" and "Collective Agreement Arbitration" shall be determined and take meaning from the sections of the *Act* dealing with the resolution of a difference or dispute.
- 1.03 "Anniversary Date", unless otherwise changed by the operation of the terms of this Collective Agreement, means the date that an Employee commenced employment as an Employee of the Workers' Compensation Board.
- 1.04 "Basic Rate of Pay" means the rate specified in the salary scales set out in Article 28 to which an Employee is entitled as compensation for services rendered exclusive of all allowances and premium payments.
- 1.05 "Business Quarter" means a period of time as determined by the Employer equal to three (3) calendar months.
- 1.06 "Millard Health" means the facility located at:

131 Airport Road
Edmonton, AB
T5G 0W6

and any other location at which work is performed within the scope of Bargaining Certificate No. 1-81, issued by the Public Service Employee Relations Board.

1.07 "Employer" means the Workers' Compensation Board (WCB) and its designate as required ~~and shall also mean and include such Officers as may, from time to time, be appointed or designated by the Workers' Compensation Board to carry out its administrative duties.~~

1.08 "Employee" means a person hired to perform functions of a paramedical technical and/or paramedical professional nature in a classification included herein, or who is included in the bargaining unit defined as "All Employees when employed in a paramedical technical and/or paramedical professional capacity" as certified by the Public Service Employee Relations Board, and whose employment is designated as:

- (a) "Permanent Full-Time Employee", one who has or will be required to complete the specified probation period in Article 11 and who is continuously employed on a regularly scheduled basis in accordance with Article 21; or
- (b) "Permanent Part-Time Employee", one who has or will be required to complete the specified probation period under Article 11 and who is continuously employed on a regularly scheduled basis. Permanent part-time Employees work fourteen (14) hours or more per week.
- (c) "Long Term Temporary Employee" means one who is hired for a term longer than six (6) months as relief or for a special project of limited duration to a maximum of twenty four (24) months. Long Term Temporary Employee's may be extended by mutual agreement between the Employer and the Union. Where possible, such extension requests shall be submitted to the Union in writing thirty (30) days prior to expiry. Such agreement shall not be unreasonably withheld. A Long Term Temporary Employee shall be covered by the terms and conditions of this Collective Agreement, except for the following:
 - Article 18 (Layoff and Recall);
 - Article 19 (Position Abolishment);
 - Article 35 (Professional Development and Education Leave);
 - Article 43 (Long Term Disability Plan);
 - Article 45 (Group Life Insurance), except after completion of one (1)

year of continuous service; and

Article 46 (Pension Plan), except as required under the *Public Service Pension Act*.

(d) "Short Term Temporary Employee" means one who is hired for six (6) months or less as relief or for a special project of limited duration. A Short Term Temporary Employee shall be covered by the terms and conditions of this Collective Agreement, except for the following:

Article 18 (Layoff and Recall);

Article 19 (Position Abolishment);

Article 28 (Salaries), except that 28.04 and 28.07 are applicable;

Article 31 (Vacations), except that Article 31.09 is applicable;

Article 33 (General Policies Covering Leaves of Absence), except that

Article 36 (Bereavement Leave) is applicable;

Article 35 (Professional Development and Education Leave);

Article 41 (Health Benefits);

Article 42 (Sick Leave);

Article 43 (Long Term Disability);

Article 45 (Group Life Insurance);

Article 46 (Pension Plan); and

Article 51 (Seniority).

(e) "Casual Employee" means one who:

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

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

Article 11 (Probationary Period);
Article 14 (Permanent Part-Time Employees);
Article 18 (Layoff and Recall);
Article 19 (Position Abolishment);
Article 21 (Hours of Work for Full-Time Employees), except that Articles 21.03, 21.04, and 21.05 are applicable;
Article 28 (Salaries), except that 28.04 and 28.07 are applicable;
Article 31 (Vacations), except that Article 31.09 is applicable;
Article 32 (Named Holidays), except that Article 32.06 is applicable;
Article 33 (General Policies Covering Leaves of Absence);
Article 35 (Professional Development and Education Leave);
Article 41 (Health Benefits);
Article 42 (Sick Leave);
Article 43 (Long Term Disability Plan);
Article 45 (Group Life Insurance);
Article 46 (Pension Plan); and
Article 51 (Seniority).

1.09 ~~"Employer" shall also mean and include such Officers as may, from time to time, be appointed or designated by the Workers' Compensation Board to carry out its administrative duties.~~

1.10 "Layoff" means a separation from employment with the potential for future recall.

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

1.12 "Position Abolishment" means the permanent abolishment of an employment position.

- 1.13 "Red-Circling" means the Employee shall continue to receive his current salary in the higher paid classification until the salary of the lower paid classification passes his current salary.
- 1.14 "Seniority" is the measurement of the length of the period of employment and begins to accrue from the date the current period of continuous employment within the bargaining unit commenced.
- 1.15 "Gross Earnings" shall mean all monies earned by an Employee under the terms of this Collective Agreement.
- 1.16 "Shift" means a daily tour of duty exclusive of overtime hours.
- 1.17 "Vacation" means annual vacation with pay.
- 1.18 Throughout this Collective Agreement, a pronoun used applies to the gender spectrum. A word used in the singular applies also in the plural and vice versa.
- 1.19 "Time Periods" means periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 32.
- 1.20 "Preceptor" shall mean an employee who is supervising, educating, or evaluating students.
- 1.21 "Union" means Health Sciences Association of Alberta.
- 1.22 "Local Unit Representative" means a Union Member and Employee of the Employer who has been appointed by the Local Unit.
- 1.23 "Steward" means an Employee of the Employer designated by the Union to act as an Employee Representative in the administration of the Collective Agreement.

ARTICLE 2: TERM OF COLLECTIVE AGREEMENT

- 2.01 The term of this Collective Agreement shall be from January 1, ~~2021~~2025 up to and including the 31st day of December ~~2024~~ 2028 and from year to year thereafter unless notice in writing is given by either party to the other party, not less than sixty (60) days nor more than 120 days preceding the expiry date, of its desire to change or amend this Collective Agreement.
- 2.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall remain in full force and effect until procedures and/or acts contemplated by the *Act* for the resolution of disputes have been complied with.
- 2.03 Notwithstanding the above, the terms and conditions included within this Collective Agreement may be altered during its term by mutual written consent between the Union and the Employer.

ARTICLE 5: RECOGNITION AND UNION BUSINESS

- 5.01 The Employer recognizes the Union as the sole bargaining agent for Employees covered by this Collective Agreement.
- 5.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 5.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Employer and the Union.
- 5.04 An Employee shall not engage in Union business during their working hours without prior written permission of the Employer.
- 5.05 Any duly accredited Officer of 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.

5.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and that a representative of the Employer may be present at the presentation. To facilitate orientations, a schedule of any formal orientation sessions regularly conducted by the Employer shall be provided to the Union Representative. A list of new Employees within the bargaining unit scheduled to attend at such orientations, shall be provided to the Union Representative no later than three (3) days prior to such sessions.

5.07 The name of the person(s) acting as the Union Representative shall be supplied in writing to the Employer before they are recognized as the Union Representative. This representative shall be entitled to leave work to carry out the functions as provided in this Collective Agreement (such as but not limited to Group Representative duties, attendance at disciplinary meetings, EMAC meetings, etc.) provided written permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the Supervisor. Such permission shall not be unreasonably withheld. This representative shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.

5.08 At the beginning of each calendar year, the Union will provide written confirmation to the Employer, of the names of the Union's Representatives.

5.09 Stewards

(a) **The name of a Steward shall be supplied to the Employer before they are recognized as a Steward. The number of Stewards will be limited to a maximum of ~~one~~ two (2).**

(b) **Stewards shall be granted time off with pay in order to participate in Steward training and related workshops, seminars, and schools. The cost of training will be covered by the Union and the Union will reimburse the Employer wages for any time off related to training provided by the Union.**

(c) **The Steward shall be allowed reasonable time while on duty without loss of pay to perform their duties. Time to perform Steward duties shall take place during regular work hours. Steward duties may include but are not limited to:**

- (i) **Accompanying an Employee at an investigation or outcome meeting called by the Employer where disciplinary action is possible.**
- (ii) **Processing grievances including preparation and attendance at grievance hearings.**
- (iii) **Meeting with new Employees consistent with Article 5.06.**
- (iv) **Attendance at EMAC or labour/management meetings.**
- (d) **It is the sole responsibility of the Union to arrange the attendance of a Steward for 6.03 (c) (i) and (ii). The presence of a Steward will be agreed to by the Employee and the Union.**
- (e) **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.**

5.**0910** Representatives of the Union will be granted time off with pay in order to participate in collective bargaining with the Employer. HSAA agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an administrative charge of fifteen percent (15%).

5.**1011** Members of the HSAA Board will be granted time off with pay to attend meetings of the Board. Time off will be requested in writing with as much advance notice as possible. HSAA agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an administrative charge of fifteen percent (15%).

ARTICLE 6: EMPLOYEE MANAGEMENT **ADVISORY** COMMITTEE (EMAC)

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

6.02 There shall be no loss of income for time spent by Employees at meetings and in carrying out the functions of this Committee.

6.03 ~~Stewards~~

- (a) ~~The name of a Steward shall be supplied to the Employer before they are recognized as a Steward. The number of Stewards will be limited to a maximum of one.~~
- (b) ~~Stewards shall be granted time off with pay in order to participate in Steward training and related workshops, seminars, and schools. The cost of training will be covered by the Union and the Union will reimburse the Employer wages for any time off related to training provided by the Union.~~
- (c) ~~The Steward shall be allowed reasonable time while on duty without loss of pay to perform their duties. Time to perform Steward duties shall take place during regular work hours. Steward duties may include but are not limited to:~~
 - (i) ~~Accompanying an Employee at an investigation or outcome meeting called by the Employer where disciplinary action is possible.~~
 - (ii) ~~Processing grievances including preparation and attendance at grievance hearings.~~
 - (iii) ~~Meeting with new Employees consistent with Article 5.06.~~
 - (iv) ~~Attendance at EMAC or labour/management meetings.~~
- (d) ~~It is the sole responsibility of the Union to arrange the attendance of a Steward for 6.03 (c) (i) and (ii). The presence of a Steward will be agreed to by the Employee and the Union.~~
- (e) ~~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 7: OCCUPATIONAL HEALTH, SAFETY AND WELLNESS COMMITTEE

- 7.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of Occupational Health, Safety and **Accident Incident** Prevention.
- 7.02 Required safety equipment and devices will be provided where necessary by the Employer.
- 7.03 The Millard Health Occupational Health, Safety and Wellness Committee shall include at least two (2) Employee representatives appointed by the Union.
- 7.04 The Millard Health Occupational Health, Safety and Wellness Committee shall meet at least quarterly.
- 7.05 When an issue has been submitted to the Millard Health Occupational Health, Safety and Wellness Committee, the parties will discuss the issue to determine if a formal meeting is required. If either party requests a formal meeting, the meeting will be scheduled within ten (10) working days of the request.
- 7.06 There shall be no loss of income for time spent by Employees at meetings and in carrying out the functions of this committee.
- 7.07 The Millard Health Occupational Health, Safety and Wellness Committee shall also consider measures necessary to protect the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. ~~Should the recommendations not be implemented or steps taken towards implementation within thirty (30) days from the date the recommendation is made, the Millard Health Occupational Health, Safety and Wellness Committee may request and shall have the right to have the recommendations presented to the Employer. The Employer will reply in writing to the Millard Health Occupational Health, Safety and Wellness Committee within fourteen (14) calendar days of the receipt of the recommendation.~~

7.08 Should the recommendations not be implemented or steps taken towards implementation within thirty (30) days from the date the recommendation is made, the Millard Health Occupational Health, Safety and Wellness Committee may request and shall have the right to have the recommendations presented to the **Employer Director, Millard Health (or designate)**. The **Employer Director, Millard Health (or designate)** will reply in writing to the Millard Health Occupational Health, Safety and Wellness Committee within fourteen (14) calendar days of the receipt of the recommendation.

7.09 **The Employer shall not unreasonably deny employee representatives of the Millard Health Occupational Health, Safety and Wellness Committee access to the workplace to conduct safety inspections during regular business hours.**

7.10 **The employer shall have in place a violence and harassment prevention plan that adheres to Alberta's Occupational Health and Safety legislation. Employer policies, plans and procedures related to occupational health and safety may be reviewed by the Millard Health Occupational Health, Safety and Wellness Committee annually.**

7.11 **The Employer shall provide the Committee, a completed report of all serious incidents, potentially serious incidents, and dangerous work refusals as described by the Occupational Health & Safety Act.**

ARTICLE 8: MEMBERSHIP AND DUES

8.01 Membership in the Union is voluntary.

8.02 Notwithstanding the provisions of Article 8.01, the Employer will deduct from the gross earnings (exclusive of Long Term Disability Benefits) of each Employee covered by this Collective Agreement, ~~including Employees temporarily assigned to a non-union position of the Employer~~ an amount equal to the dues as specified by the Union. Said deductions shall be forwarded to the Union, or its authorized representative, not later than the fifteenth (15th) day of the month following.

8.03 Dues shall be accompanied by a list showing for each of the Employees from whom deductions have been taken:

- (a) name;
- (b) home address;
- (c) home phone number;
- (d) employment status (e.g. Permanent, Temporary, Casual);
- (e) increment level;
- (f) the amounts of the dues deductions, on an ongoing basis;
- (g) work telephone number;
- (h) seniority date;
- (i) classification; and
- (j) employment category (e.g. active or leave of absence).

- 8.04 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.
- 8.05 The Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted, and the Employer shall not be required to effect a change in the rate more often than ~~once~~ **three (3) times** in any calendar year.
- 8.06 The Employer agrees to supply the Union with a monthly statement indicating new Employees, Employees terminated, Employees reclassified, promoted or transferred outside the scope of this Collective Agreement, and any other changes of Employees' status.
- 8.07 The Employer will record the amount of Union dues deducted on the T-4 forms issued to an Employee for income tax purposes.

ARTICLE 12: JOB ~~PROFILES~~ ~~DESCRIPTIONS~~; NEW CLASSIFICATIONS; CLASSIFICATION REVIEW

12.01 ~~Job Descriptions~~ Profiles

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

(b) Upon request, the Employer will provide the Union with a copy of a current job profile for any classification in the bargaining unit provided that a request for a particular job profile is not made more than once in a calendar year.

(c) Where a job profile has been altered or amended, ~~the~~ the Employer will provide HSAA with ~~a copy of~~ the updated job **profiles ~~descriptions~~ within ~~the bargaining unit within five (5) days of whenever changes are made to the job descriptions.~~**

12.02 New Classifications

If the Employer creates a new classification which falls within 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 ~~it~~ shall establish a **classification title and** salary scale based on the Employer evaluation program and give written notice of ~~same~~ **the implementation date** to the Union.

(b) If the Union fails to object in writing within thirty (30) ~~calendar~~ days of receipt of the notice from the Employer, the assigned salary scale shall be considered as established **as of the implementation date.**

(c) If the Union objects to the salary scale assigned by the Employer, and by negotiation succeeds in effecting a change, the amended salary scale shall be retroactive to the date the new classification was implemented.

(d) Failing resolution of the difference by negotiation Should the parties not be able to agree to a salary scale, the Union may, within sixty (60) ~~calendar~~ days of ~~receipt of~~ the notice from the Employer **date the new classification was created or included in the bargaining unit, the Union may submit the matter refer the salary scale** to a mutually acceptable single Adjudicator who is qualified in Wage Administration and Determination. **Should the Union not refer the matter to the Adjudicator within the stated time limit, the final position of the Employer, as stated in negotiations, shall be established as of the implementation date.**

(e) The Adjudicator shall meet and hear all pertinent matters from both the Employer and the Union and render a decision within thirty (30) ~~calendar~~ days of the ~~first~~ hearing.

(f) The ~~finding~~ **decision of the Adjudicator** shall be final and binding on both parties. It shall be retroactive to the date the new classification was implemented.

(g) ~~Each of the parties shall bear the expense of its appointee to the Adjudication Board.~~ The fees and expenses of the single Adjudicator shall be borne equally by the parties.

12.03 Classification Review and Appeal Process

- (a) An Employee who has good **and sufficient** reason to believe that they are improperly classified may apply to their **immediate supervisor/ manager** in writing to have their classification reviewed. The supervisor will give consideration to such application and notify the Employee accordingly within thirty (30) ~~calendar~~ days.
- (b) Should the Employee feel that they have not received proper consideration in regard to a classification review, they may request that the matter be further reviewed by discussion between the Union and Employer or their delegate within thirty (30) ~~calendar~~ days.
- (c) Should the ~~Employer and the Union Parties~~ not be able to agree on the appropriate classification within sixty (60) days of their ~~first~~ **initial** meeting, ~~they~~ **the Parties agree to** jointly submit the dispute to a mutually acceptable single Adjudicator who is qualified in Wage Administration and Determination. **Decisions will be based on the Employer's classification system, current approved job profiles, and/or methodology, in effect with the Employer.**
- (d) The Adjudicator shall meet and hear all pertinent matters from both the Employer and the Union and **will review the information provided in writing and presented at the appeal hearing to** render a decision within thirty (30) ~~calendar~~ days of the ~~first~~ hearing and the decision will be final and binding.
- (e) ~~The finding shall be final and binding on both parties. It shall be Where the decision results in an increase in pay, such a pay increase will be~~ retroactive to the date of the request for the classification review.
- (f) The Adjudicator shall only deal with the question of whether a position is appropriately classified within the Employer's evaluation program.
- (g) The Employer and the Union shall equally share the costs and expenses of the Adjudicator.

12.04 Extension of Time Periods

- (a) **The time limits in Articles 12.02 and 12.03 may be extended by mutual agreement in writing, between the Union and the Employer.**

ARTICLE 13: PROMOTIONS AND VACANCIES

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

13.02 **Vacancies**

- (a) Where a permanent vacancy within the bargaining unit occurs in a Department, in an established position, or as a result of the creation of a new position or a temporary position of six (6) months or more, notice shall be posted for not less than seven (7) working days in advance of making an appointment.
- (b) When circumstances require the Employer to fill a posted vacancy before the expiry of seven (7) working days, the appointment shall be made on a temporary or relief basis only.
- (c) Subject to Article 13.03, vacancies shall be filled, whenever possible, by promotion from within Millard Health.
- (d) Notwithstanding Article 13.02(a), where it can be demonstrated there is no one on staff with the skills, experience or qualifications to fill a vacancy or new position, the Employer may take steps to advertise outside the Centre to fill the position without posting.
- (e) The notice of posting referred to in Article 13.02(a) shall contain the following information:
 - (i) duties of the position;
 - (ii) qualifications required;
 - (iii) hours of work (for information purposes only);
 - (iv) status of position (classification and FTE), and expected term if a temporary position; and
 - (v) salary.

(f) The Employer shall forward to the Union copies of the posting of vacancies of all positions within the Bargaining Unit outlined in Article 13.02(a) within three (3) working days of the posting.

13.03 Competitions

(a) In making a promotion, the determining factors shall be experience, performance, qualifications, and other relevant attributes, applicable to the position. For each vacancy, the Employer shall weight the criteria as applicable to the position and establish a documented grading system utilizing the criteria. The Employer shall grade all applicants and fully document all information and judgments which result in the grade for each candidate. Where these factors are determined by the Employer to be relatively equal, seniority shall be the deciding factor.

(b) Applicants for a promotion or vacancy within the bargaining unit shall be informed in writing of the decision within seven (7) calendar days of the date of the appointment being made.

(c) Upon request, an unsuccessful applicant will be provided with copies of:

- (i) the documentation relating to the grading system;
- (ii) grades; and
- (iii) all documentation which resulted in the grades for the applicants (including any interview notes).

(d) A promotion shall be on a trial basis. The promoted Employee will be given a trial period of six (6) months in which to demonstrate their ability to perform the new tasks to the satisfaction of the Employer. Should such Employee fail to succeed or request to return to their former position during the above-mentioned trial period, the Employer will make a sincere effort to reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position at a rate of pay equivalent to that of their former position.

(e) When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that step in the new scale which is next higher than their current rate or to the step which is next higher again, if such salary increase is less than the Employee's normal increment of the former salary scale. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, their salary shall be advanced to that step in the scale which is next higher than their current rate or, if such salary increase is

less than the Employee's last normal annual increase, they shall be advanced to the step which is next higher again in the scale.

- (f) An Employee's anniversary date for the purpose of qualifying for an annual increment shall be changed as a result of a promotion to the date on which the promotion becomes effective.
- (g) An Employee who requests and is granted a transfer to a classification to which is assigned a lower salary scale will immediately receive the rate of pay assigned to the position to which they have transferred.
 - (i) In determining the step on the lower scale the Employer will place them at the step on the salary scale in accordance with their experience and service.
- (h) When for reason of ill health, the Employer and Employee agree to a transfer resulting in the Employee being assigned to a classification to which is assigned a lower salary scale, their rate may be "red-circled" for a period of twelve (12) months.
 - (i) After twelve (12) months, if the Employer and Employee agree to maintain the transfer on a permanent basis, the Employee will receive the rate of pay assigned to the position to which they have transferred.
 - (ii) The step on the lower salary scale will be determined in accordance with Article 13.03 (g).

13.04 Temporary Out of Scope Positions

Where a vacancy for a temporary out of scope 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, an Employee shall be reinstated in their former or equivalent regular in scope position within the bargaining unit and seniority shall be maintained.

ARTICLE 16: TEMPORARY ASSIGNMENTS

16.01 When an Employee is directed to perform the duties of a classification of greater responsibility, and where the Employee is deemed to have assumed the majority of the duties of this higher level position for at least three (3) consecutive workdays, they shall be paid the equivalent of one (1) increment on their regular scale or if they are at the top step of their range, they will receive an additional, four percent (4%) of salary. In the event the temporary assignment is for a period greater than twenty (20) consecutive working days, the Employee shall be paid at the step in the higher pay grade at which they would have been paid had the assignment been a permanent promotion.

16.02 **Temporary Out-of-Scope Assignment**

Where an Employee is directed to substitute on another job outside the scope of the bargaining unit, the provisions of Article 16.01 shall apply. ~~When the Employer temporarily assigns the Employee to a position~~ **An Employee assigned** outside the scope of the bargaining unit, ~~they~~ shall continue to be covered by the terms and conditions of the Collective Agreement.

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

ARTICLE 20: RESIGNATION/TERMINATION

20.01 An Employee shall give fourteen (14) days' notice of their intention to terminate their employment. **The Employer may waive the requirement for providing notice in exceptional circumstances.**

20.02 A temporary Employee shall not have the right to grieve the termination of their employment upon the conclusion of their work assignment.

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

- (a) they are absent from work without good and proper reason and/or without the approval of the Employer.
- (b) they do not return from a leave of absence or vacation as scheduled; or
- (c) they do not return from layoff as required by Article 18.05 of this Collective Agreement.

20.04 An Employee who voluntarily leaves the employ of the Employer shall receive the wages and other monetary entitlements to which they are entitled as soon as the Employer can make the wages and other monetary entitlements available. In any event, the Employer will not delay ~~receipt of wages~~ **the direct deposit of wages to the employee's financial institution** beyond four (4) working days.

20.05 Where applicable, an Employee who does not successfully complete registration and/or licensing examinations after a maximum of one (1) rewrite shall be considered terminated.

20.06 **Vacation Pay on Termination**

- (a) If employment is terminated, and proper notice given, an Employee shall receive vacation pay in lieu of:

- (i) the unused vacation earned during the previous vacation year at their basic rate, together with;
- (ii) eight percent (8%) if eligible for one hundred and forty-four decimal nine six (144.96) hours; or ten percent (10%) if eligible for one hundred and eighty-one decimal two zero (181.20) hours; twelve percent (12%) if eligible for two hundred and seventeen decimal five six (217.56) hours; or fourteen percent (14%) if eligible for two hundred and fifty-three decimal eight zero (253.80) hours of their earnings at the basic rate of pay from the end of the previous vacation year to the date of termination.

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

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

ARTICLE 21: HOURS OF WORK FOR FULL-TIME EMPLOYEES

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

- (a) seven and one-quarter (7 1/4) hours per day; and
- (b) thirty-six and one-quarter (36 1/4) hours per week.

21.02 **Work Schedules**

Notwithstanding Article 21.01, flexible or modified hours of work may be implemented where mutually agreed between the Employer and the Employee. **Where such new agreements are implemented outside of Article 34, the Employer shall provide a copy of the agreement to the Union within five (5) business days.**

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

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

21.03 **Breaks**

- (a) Regular hours of work shall, as scheduled by the Employer, include two (2) rest periods of fifteen (15) minutes during each shift of seven and one-quarter (7 1/4)

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

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

21.04 Shift Schedule Changes

- (a) Unless otherwise agreed between the Employer and the Employee, changes in start time of work or changes to a different scheduled day of the week requires a minimum of four (4) weeks' notice.
- (b) When changes to shift schedules are made without following these guidelines outlined in Articles 21.04(a), overtime rate of two times (2x) their basic rate of pay shall apply for the first day of work of the changed schedule.

21.05 Employee Shift Trading

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

ARTICLE 25: OVERTIME

- 25.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of their regularly scheduled hours of work. Overtime worked will be paid at two times (2x) the Employee's basic hourly rate of pay thereafter, exclusive of meal periods if taken.
- 25.02 An Employee required by the Employer to work on their scheduled day(s) off will receive two times (2x) their basic hourly rate of pay for hours worked. This premium payment will cease and the Employee's basic rate of pay will apply at the start of their next regular working period.
- 25.03 By mutual agreement between the Employer and Employee, time off at the applicable overtime rate may be granted in lieu of overtime pay.
- 25.04 Requests for authorization for overtime shall not be unreasonably denied.
- 25.05 Where possible, the Employee shall seek approval for overtime prior to it occurring.

ARTICLE 28: SALARIES

28.01 Both parties to this Collective Agreement recognize that an Employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an increment may be withheld. Where an increment is withheld, the Employee shall be so advised, in writing, and their performance will be reevaluated 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 increment purposes shall not be changed.

28.02 Basic monthly salary scales and merit performance increments as set out hereinafter shall be applicable to an Employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit.

28.03 The parties to this Collective Agreement acknowledge that local organization and operation vary according to circumstances and that it may be necessary to establish additional classifications and salary levels to those stated in Article 28.04. In such situations, the provisions of Article 12 apply.

28.04 Monthly Salary Scales - See Appendix "A".

28.05 Salary reviews will be conducted annually subject to Article 28.01.

28.06 An Employee who terminates their employment with the Employer prior to the signing of this Collective Agreement shall be entitled to retroactive pay for the applicable general salary increase, for the period they were employed between January 1, 2021 and their termination date, provided application for such retroactive pay is made in writing on termination but no later than ninety (90) days after the signing of this Collective Agreement by the Employer.

28.07 ~~An New and current Employees who has have completed the required training educational requirements for the roles of Occupational Therapist or Physical Therapist in any of the classifications covered by this Collective Agreement, and who is are awaiting registration, examinations or results of the same, shall be paid the starting rate of the classification until examinations, certification and registration is complete.~~

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

Where such Employees have previous experience as described in Article 29, previous experience will be recognized following proof of registration / licensure / certification.

Provisional Psychologists

28.08 A Provisional Psychologist is an employee who has completed the educational requirements for a Master's or Doctorate degree in Psychology and has not yet fulfilled the requirements for licensure.

28.09 A new or current Employee that has applied and is the successful candidate on a Provisional Psychologist position shall be paid ninety percent (90%) of the starting rate of the classification to which they have been hired.

28.10 Upon providing proof of having completed registration requirements, the salary of such employee shall be adjusted to the full rate of the step on which they have been placed retroactive to the date of successful completion of the licensing / registration requirements.

Where such Employees have previous experience as described in Article 29, previous experience will be recognized following proof of registration / licensure / certification.

28.0811 The Employer will recognize long and faithful service in accordance with its Long Service Policy for all Employees.

ARTICLE 31: VACATIONS

31.01 All full-time Employees (permanent and long-term temporary), shall earn entitlement to vacation.

31.02 During the first (1st) and each subsequent year of continuous full-time employment, an Employee shall earn entitlement to vacation on a basis of twelve decimal zero eight (12.08) hours for each month worked to a maximum of one hundred and forty-four decimal nine six (144.96) hours.

31.03 Upon completion of the sixth (6th) and each subsequent year of continuous full time employment, an Employee shall earn entitlement to vacation on a basis of fifteen decimal one zero (15.10) hours for each month worked to a maximum of one hundred and eighty-one decimal two zero (181.20) hours.

31.04 Upon completion of the sixteenth (16th) and each subsequent year of continuous full time employment, an Employee shall earn entitlement to vacation on a basis of eighteen decimal one three (18.13) hours for each month worked to a maximum of two hundred and seventeen decimal five six (217.56) hours.

31.05 Upon completion of the twenty-fourth (24th) and each subsequent year of continuous full time employment, an Employee shall earn entitlement to vacation on a basis of twenty-one decimal one five (21.15) hours for each month worked to a maximum of two hundred and fifty-three decimal eight zero (253.80) hours.

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

Entitlement	Permitted Carry-Over
144.96 hours	36.25 (36 1/4) hours
181.20 hours or more	72.50 hours

31.07 Unless given six (6) weeks' advance notice of an alteration of their scheduled vacation period, an Employee required by the Employer to work in their vacation period will receive two times (2x) their basic rate of pay for hours worked. This

premium payment will cease and the Employee's basic rate of pay will apply at the start of their next regularly scheduled day. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the Employee will be granted equivalent time off in lieu thereof within thirty (30) days of return to work from vacation. With the approval of the Employer, an Employee may elect to receive regular pay in lieu of the aforementioned time off.

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

31.08 An Employee, on the effective date of this Collective Agreement, who was entitled to vacation in excess of that set out in this Article, shall retain **the** same.

31.09 Short-term temporary and casual Employees shall be paid six percent (6%) of their basic rate of pay for each hour worked, to be included on each month-end pay cheque in lieu of paid vacation.

31.10 All permanent part-time and long-term temporary part-time Employees shall be paid vacation pay on each month-end cheque at the following rates:

- (i) eight percent (8%) of their salary if their service is less than six **(6)** years;
- (ii) ten percent (10%) of their salary after six **(6)** years of service;
- (6)
- (iii) twelve percent (12%) of their salary after **sixteen** (16) years of service; and
- (iv) fourteen percent (14%) of their salary after **twenty-four** (24) years of service.

31.11 Scheduling Vacation

- (a) Each program/service area shall set out an annual date for Employees to make vacation requests and ensure a process that allows for staff to know what dates are available based on selection picks according to seniority. Seniority shall be **considered the deciding factor** where there is a dispute regarding preference for the time when vacations are to be taken. The vacation planner will include a deadline for submissions of requests and a date not greater than four (4) weeks by which vacation requests will be approved or denied.

(b) Employees will make vacation requests by the deadline if they wish to exercise seniority on scheduling preferences. Requests received after this deadline shall be on a first-come, first-served basis and will be approved or denied within two (2) weeks of the request being submitted or as is reasonable based upon the date the vacation request was submitted. The Employer shall ensure a process that allows staff to see what dates are available and what requests are pending and approved based on the request date.

(c) In expressing their vacation preferences, subject only to operational requirements, Employees will have the right to exercise their seniority for a guarantee of vacation in only one (1) of four (4) "prime times". When an Employee exercises their seniority for vacation preferences in one of the four (4) "prime time" periods, they shall not be allowed to exercise their seniority rights for the same timeframe in the next vacation year.

"Prime times" are defined as follows:

- (i) the first (1st) prime time (Easter) will be one (1) week before and one (1) week after Easter Sunday in each year;
- (ii) the second (2nd) prime time (Early Summer) will be between June 15 up to the August Civic Holiday in each year;
- (iii) the third (3rd) prime time (Late Summer) will be following the August Civic Holiday and September 15 in each year; and
- (iv) the fourth (4th) prime time (Christmas) will be between December 15 and January 2 in each following year.

(d) When a vacation request cannot be approved in its entirety, and a portion of that vacation request is available, the Employee will be contacted within the approval timelines outlined in 31.11 (a) and (b) and shall be given the option to modify the original vacation request.

(e) An Employee may request vacation consecutively across Early and Late Summer Peak Periods and must choose one Summer Peak Period in which to exercise their seniority for the entire request. In this scenario, seniority rights cannot be exercised for either Early or Late Summer Prime Time in the following year.

ARTICLE 32: NAMED HOLIDAYS

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

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One day: Christmas Floater
August Civic Day	
National Day for Truth & Reconciliation	

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

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

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

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

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

- (a) one (1) day's pay; or
- (b) by mutual agreement, a day off with pay within thirty (30) days either before or after the holiday; or
- (c) by mutual agreement, a day added to their next annual vacation; or
- (d) by mutual agreement, compensating time off for all scheduled overtime hours worked at two and one-half times (2 1/2x) the hours worked to be taken within thirty (30) days of the named holiday unless the Employer approves a longer period.

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

- (a) a layoff; or
- (b) all forms of leave during which an Employee is not paid.
- (c) **No additional payment shall be due for a Named Holiday which occurs during a period when an Employee is receiving sick leave for more than 72.5 consecutive work hours (Short Term Disability), Long Term Disability (LTD) or Workers' Compensation Board benefits.**

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

32.06 A permanent part-time, long-term part-time, short-term part-time or casual Employee shall be paid in addition to their basic rate of pay, with each month-end pay, five decimal ~~zero thirty six~~ percent (5.~~036~~%) of their basic hourly rate of pay, in lieu of the named holidays and floater holiday.

ARTICLE 33: GENERAL POLICIES COVERING LEAVES OF ABSENCE

- 33.01 All applications for leave of absence must be made in writing to the Employer.
- 33.02 **An application for a** Leaves of absence greater than twenty two (22) working days shall be made to the Employer sixty (60) calendar days in advance of such leave unless the Employer agrees to a lesser period. The application shall specify the requested dates and the reason for the leave. An approval shall not be unreasonably denied.
- 33.03 All vacation entitlements must be ~~used~~ **scheduled** before an unpaid leave of absence is approved. The vacation entitlement does not need to be exhausted for other leaves of absence outlined in Article 37, 52 and Letter of Understanding #1.
- 33.04 The Employer will acknowledge receipt of the request, in writing, within fourteen (14) calendar days of the Employee's request.
- 33.05 Where possible, the Employer will communicate its decision a minimum of thirty (30) calendar days prior to the requested commencement of such leave, provided the Employee's written request is submitted a minimum of two (2) months prior to the leave.
- 33.06 Where approval is denied, the Employer will respond in writing and reasons shall be given.
- 33.07 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.
- 33.08 In the case of leave of absence in excess of twenty two (22) working days duration, an Employee may make prior arrangements and be responsible for the payment of the full premiums of any benefit plans they are eligible for and chooses to continue.
- 33.09 In the case of a leave of absence in excess of twenty two (22) working days, an Employee shall cease to earn sick leave, vacation credits, termination benefits and long service awards. An Employee's increment date shall be adjusted by the same

amount of time as the leave of absence and the new increment date shall prevail thereafter (except for educational leave defined in Article 35).

33.10 A leave of absence without pay of up to and including five (5) days per year to extend vacation time may be granted by the Employer. Leave of absence in excess of five (5) days shall not be unreasonably withheld.

Approval will be based on:

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

ARTICLE 35: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL LEAVE

35.01 A professional development allocation of forty times (40x) the hourly rate of pay, shall be available for permanent Employees of zero decimal four (0.4) FTE or greater, as of January 1st each year. This fund can be used for: reimbursement of tuition costs, registration fees, materials, travel costs for professional development courses and reimbursement of required professional membership and licensing fees. Employees will also be able to access Leave of Absence (LOA) with pay up to two (2) working days per year. It will remain the discretion of the Employer to approve educational requests based on operational requirements.

35.02 The professional development allocation will be pro-rated for new Employees or temporary employees granted permanent status during the course of a year. The allocation amount will be determined from the 1st of the next month following date of hire. For example, a new staff member hired on July 17th, the allocation amount would be calculated beginning on August 1st of that year and would be pro-rated for the remainder of that year. As such, the new staff member would be allocated professional development funds as follows: 40x their hourly rate x 5/12. It will remain the discretion of the Employer to approve educational requests based on operational requirements.

35.03 **In the granting of leave of absence to enable Employees to participate in professional seminars, workshops and/or other programs that are conducted as a means of upgrading job-related knowledge and skills, the Employer shall endeavour to ensure that each Employee be given an equal opportunity to attend such educational programs.**

35.04 Should the Employer direct an Employee to participate in an instructional program during their normal day of work, such participation shall be without loss of earnings calculated at their basic rate of pay, and the Employer will reimburse prior approved expenses. Should the Employer direct a permanent full-time Employee to participate in an instructional program on their regularly scheduled days of rest, they shall be compensated at two times (2x) their basic rate of pay for time spent on authorized educational leave instructional time. All Employees shall be compensated at two times (2x) their basic rate of pay for all time spent on authorized training in excess of their normal daily hours of work. Alternatively, remuneration may be provided in the form of compensating time off at a mutually agreed upon time.

35.05 For the purpose of determining salary increments, an Employee shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) calendar months only of such period of leave. In the event the period of education leave continues for a period in excess of eighteen (18) months, an Employee's salary increment date shall be delayed by the amount of time that said leave exceeds eighteen (18) months and the newly established increment date shall prevail thereafter.

35.06 **~~In the granting of leave of absence to enable Employees to participate in professional seminars, workshops and/or other programs that are conducted as a means of upgrading job-related~~**

~~knowledge and skills, the Employer shall endeavour to ensure that each Employee be given an equal opportunity to attend such educational programs.~~

ARTICLE 36: BEREAVEMENT LEAVE

36.01 **(i)** If a death occurs in the employee's immediate family, up to five (5) working days leave may be granted, without loss of pay. If considerable travel is involved, an additional two (2) days travel time with pay may be granted. Part-time employees will be entitled to the same benefit; meaning if their regular work schedule for that week is three (3) days, then they would be entitled to those three (3) days as paid bereavement leave.

(ii) An Employee who is pregnant and whose pregnancy ends other than in a live birth shall be entitled to five (5) working days of paid Bereavement Leave. The spouse or common law partner of the person who was pregnant and any other person who would have been a parent as a result of the pregnancy, such as adoptive or surrogate parents, are also entitled to five (5) days of paid Bereavement Leave.

36.02 Supervisors may approve reinstatement of up to seven (7) vacation days (including two (2) days travel time) if a death occurs in the employee's immediate family while the employee is on vacation.

36.03 **The Employer may grant up to one (1) day off without loss of regular earnings** ~~Bereavement leave may be granted~~ in order for an employee to attend the funeral of a close personal friend or a relative who is not immediate family.

36.04 Definition of Immediate Family

Immediate family includes spouse, child(step), parent (step), brother (step), sister (step), partner (including common-law partner), mother-in law, father-in-law, daughter-in-law, son in-law, brother-in-law, sister-in-law, guardian, grandparent or grandchild.

ARTICLE 37: MATERNITY, PARENTAL AND ADOPTIVE PARENT LEAVE

Maternity Leave

37.01 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 estimated date of delivery, or such shorter period as they may request. Such leave shall be without pay and benefits and shall not exceed eighteen (18) months (sixteen (16) weeks of unpaid maternity leave and sixty-two (62) weeks of unpaid parental leave) unless an extension is granted by the Employer. Requests for extension shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.

37.02 Maternity leave shall be without pay and benefits except for the portion of leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of any of: Sick Leave, Employment Insurance Supplementary Unemployment Insurance Benefit (SUB) or Long Term Disability (LTD). During this period, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

Parental/Adoptive Leave

37.03 A parent-to-be who has completed ninety (90) days of employment shall, upon written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the Employee and Employer. Such leave shall be without pay and benefits and shall not exceed sixty-two (62) weeks.

37.04 An Employee who has completed ~~her~~ ninety (90) days of employment shall be granted a leave of absence for a period of up to sixty-two (62) weeks in duration for the purpose of adopting a child provided that:

(a) they make written request for such leave at the time the application for adoption is approved; and

(b) they provide the Employer, where possible, with at least one (1) full working day notice that such leave is to commence. Requests for extension shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.

37.05 Parental/Adoptive leave must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

Giving Notice

37.06 Starting Leave: **Where possible, A**n Employee ~~must~~ **will** give written notice of at least six (6) weeks before starting maternity or parental leave.

37.07 Returning to Work: An Employee absent on maternity, parental or adoption leave shall provide the Employer with four (4) weeks written notice of readiness to return to work or to confirm they will not be returning to work after their leave ends. Following such notice, the Employer will reinstate them in the same position held immediately prior to taking such leave or provide them with alternate work of a comparable nature at not less than the same step in the salary scale and with other benefits accrued to them up to the date they commenced the leave.

ARTICLE 39: UNION BUSINESS

39.01 ~~Provided the efficiency of Millard Health shall not in any case be seriously disrupted,~~

(a) A leave of absence ~~without pay~~ shall be granted by the Employer to an Employee elected or appointed to represent the Union at Conventions, Meetings, Workshops, Seminars, and Schools provided the Employee gives the Employer five (5) working days' written notice for such leave or whatever lesser period the Employer may agree to. ~~An approval shall not unreasonably be denied.~~

(b) Time off granted in accordance with Article 39.01 (a) shall be with pay, and the Union agrees to reimburse the Employer the applicable rate of pay for the absence plus a fifteen percent (15%) administrative fee.

ARTICLE 42: SICK LEAVE

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

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

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

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

42.05 Leave of Absence and Sick Leave

(a) Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted during any leave of absence or lay-off.

(b) Sick leave pay shall be granted for complications which arise from a pregnancy before and after completion of a maternity leave of absence provided that appropriate medical evidence supports such complications.

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

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

Service	Benefit Level	
	Hours @ Full Salary	Hours @ 90% Salary

More than Three Months but Less than One Year	159.5	478.5
One Year but Less than Three Years	319	319
Three Years but Less than Six Years	478.5	159.5
Six Years or More	638	---

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

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

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

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

42.11 An illness ~~which is the result of service in the armed forces, or~~ arising out of a criminal offense if found guilty by a criminal court is an exclusion from sick leave pay.

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

ARTICLE 43: LONG TERM DISABILITY PLAN

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

ARTICLE 46: PENSION PLAN

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

The Employer shall provide retirement benefits for eligible Employees through the Public Service Pension Plan (PSPP) in accordance with the regulations of the plan.

ARTICLE 47: DISCIPLINE AND DISMISSAL

47.01 **Just Cause**

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

47.02 **Notice of Disciplinary Action**

Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than ~~twenty four (24)~~ ~~forty eight (48)~~ hours. The Employer shall advise the Employee of the nature of the meeting and that they have the right to be accompanied by a

representative of the Union at such meeting. ~~The Union may request an extension of twenty four (24) hours in order to arrange the attendance of a Labour Relations Officer or designate and such requests shall not be unreasonably denied.~~ The Employee shall be compensated at their applicable rate of pay for the duration of such meeting(s) which shall take place during regular work hours.

47.03 Warning Letters

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

47.04 Suspension or Dismissal

- (a) The procedure stated in Article 47.03 does not prevent immediate suspension or dismissal for just cause.
- (b) An Employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, including a summary of the information it relied on to support its discipline and a copy of the letter shall be sent to the Union within two (2) working days unless the Employee expressly requests in writing that a copy not be sent.
- (c) An Employee who is dismissed shall receive wages and other monetary entitlements to which they are entitled as soon as the Employer can make the wages and other monetary entitlements available. In any event, the Employer will not delay ~~receipt of wages~~ **the direct deposit of wages to the employees financial institution** beyond four (4) working days.

47.05 Documentation of Discipline

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

47.06 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 receive a copy of the complaint that was sent.

ARTICLE 48: GRIEVANCE PROCEDURE

48.01 Resolution of a Difference Between an Employee and the Employer

(a) If a difference arises between an Employee and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee shall first seek to settle the difference through discussion with ~~the Manager/Service Manager/Team Lead~~**their direct leader**. Should the difference not be resolved in this manner, it may become a grievance and be advanced to the next level.

(b) Director Review

The grievance shall be submitted, in writing, by either the Union or the Employee to the Director, Millard Health or ~~his~~ **their** designate within ten (10) working days of the act causing the grievance or within ten (10) working days of the time that the Employee could reasonably have become aware that a violation of this Collective Agreement may have occurred. The grievance must ~~be signed by the Employee and~~ indicate the nature of the grievance, the Article(s) claimed to have

been violated, and the redress sought with a copy to the Director, Human Resources.

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

(c) Optional Mediation

Prior to submitting a grievance to arbitration, the Parties may mutually agree to non-binding mediation. In this case, by mutual agreement of the parties, they shall agree to the appointment of a sole mediator, whose costs and expenses shall be shared equally between the parties and whose authority to conduct mediation meetings shall be determined mutually between the mediator and the parties.

(d) Arbitration

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

48.02 Procedural Rules for Grievances

(a) Except in the case of dismissal, or while on suspension, during any and all proceedings outlined in this Article, and Article 49, an Employee shall continue to perform their duties.

~~(b) A dismissal grievance shall be commenced at the Director Review level.~~

(c) ~~(b)~~ Neither the Employee nor a representative 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

except in the case of an Arbitration hearing in which event no salary shall be paid.

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

48.03 Resolution of a Difference Between the Union and the Employer

(a) In the event that a difference arises between the Union and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement affecting all Employees or a group of Employees, the Union shall first attempt to resolve the matter through discussion with the **Operations applicable** Manager, or **his their** designate. Should the difference not be resolved in this manner, it may become a Policy Grievance. The Union shall submit a Policy Grievance, in writing, to the Director, Millard Health, with a copy to the Director, Human Resources, within fourteen (14) working days of the date of the act causing the grievance or within fourteen (14) working days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement may have occurred indicating the nature of the grievance, the Article(s) of the Collective Agreement in dispute or allegedly violated and the redress sought, if any.

(b) The Director, Millard Health, shall, upon receipt of a Policy Grievance, arrange to meet a representative of the Union, or their designate, to discuss the matter. The Director, Millard Health, shall render his decision, in writing, within fourteen (14) working days of receipt of the written statement of grievance.

Should the grievance not be resolved, the Union may, within fourteen (14) working days of receipt of the decision of the Director, Millard Health, submit the Policy Grievance to Arbitration and shall advise the Director, Millard Health, accordingly, in writing, and name its appointee to the Arbitration Board. By mutual agreement between the parties, in writing, a single Arbitrator may be appointed.

(c) The Union shall provide a copy of all correspondence pertaining to the Policy Grievance under Article 48.03(a) to the Director, Human Resources.

48.04 Grievance Time Limits

(a) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer, with a copy of the extension request forwarded to the Employee involved within three (3) working days of the request.

(b) Should the Employee fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned,

unless the parties to the difference have mutually agreed, in writing, to extend the time limit.

- (c) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

ARTICLE 49: ARBITRATION

- 49.01 Within seven (7) days following receipt of notification pursuant to Article 48.01(c) or 48.03(b) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, endeavour to select a mutually acceptable Chair of the Arbitration Board. If they fail to agree, the Labour Relations Board shall be requested to appoint a Chair pursuant to the *Act*, upon the request of either party, or to appoint a single arbitrator.
- 49.02 The Arbitration Board or the single Arbitrator⁷ shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chair of the Arbitration Board shall have authority to render an award with the concurrence of either of the other members. The award is final and binding upon the parties and upon any Employee affected by it and is enforceable pursuant to the *Act*.
- 49.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration, or single Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to them seems just and reasonable in all circumstances.
- 49.04 Each of the parties shall bear the expenses of its appointee to the Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be borne equally by the parties.

ARTICLE 53: PRECEPTOR PAY

53.01 An Employee acting as a preceptor shall receive an additional **two dollars (\$2.00)**
~~\$1.00~~ per hour.

53.02 If there are two preceptors working with a single student, each preceptor will receive fifty (50) percent of the preceptor pay.

53.03 There shall be no more than two (2) preceptors per student.

ARTICLE XX: 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 pay of up to five (5) days per calendar year.**
- (b) An Employee may also access applicable leaves as appropriate.**
- © Personal information concerning domestic violence shall be kept confidential by the Employer in accordance with Employer policy.**
- (d) When an Employee reports that they are experiencing domestic violence the Employer's Designated Domestic Violence Resource Network team will assist them as per Employer policy.**

ARTICLE XX: EMPLOYER POLICIES

XX.01 The Employer will provide the Union copies of all Policies referenced in the Collective Agreement and will provide ongoing updates.

LETTER OF UNDERSTANDING #1

BETWEEN

THE WORKERS' COMPENSATION BOARD

(hereinafter referred to as "WCB")

And

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as "Union")

RE: JOB PROTECTED LEAVES

Employee's may be eligible for the following unpaid leaves:

- (a) Reservist Leave
- ~~(b) Domestic Violence Leave~~
- (c) Citizenship Ceremony Leave
- (d) Critical Illness Leave
- (e) Death or Disappearance of a Child Leave

Eligibility for, and administration of these leaves shall be determined solely by the Employer, in accordance with Alberta's Employment Standards Code.

ON BEHALF OF THE WORKERS'
COMPENSATION BOARD

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING #2

BETWEEN

THE WORKERS' COMPENSATION BOARD

(hereinafter referred to as "WCB")

—and—

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as "Union")

RE: EMPLOYER POLICIES

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

~~This letter of understanding will expire on December 31, 2024.~~

~~ON BEHALF OF THE WORKERS'
COMPENSATION BOARD~~

~~ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA~~

~~Date: _____~~

~~Date: _____~~

LETTER OF UNDERSTANDING #XX

BETWEEN

WCB – ALBERTA (MILLARD HEALTH)

(hereinafter referred to as the Employer)

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: WORKLOAD APPEAL PROCESS

An Employee's workload is a matter of fluctuation that may be impacted by numerous factors including, but not limited to seasonality, surge periods, process improvements and efficiencies, staff/resource fluctuations, shifting priorities, and increasing demands.

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of ninety (90) calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the ninety (90) days.

A representative of the Union may assist an Employee or group of Employees during the Workload Appeal Process.

1. Review Process

If an Employee has concern(s) regarding their ongoing workload, the Employee may initiate a workload appeal process as follows:

Level 1

Ongoing workload concern(s) may be filed in writing by the Employee directly to their Service Manager, who shall meet with the Employee to discuss and resolve the specifics of the concern(s). The Service Manager will meet with the Employee and respond in writing within fourteen (14) calendar days of receipt of the workload concern(s).

Level 2

If the Employee is not satisfied with the outcome at Level 1, within seven (7) calendar days of the response at Level 1, the Employee shall submit the workload concern(s) in writing to the Director-Millard Health (or designate). The Director-Millard Health (or designate), shall reply in writing within fourteen (14) calendar days of receipt of the workload concern(s).

2. Time Limits

The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties.

3. Dispute Resolution:

- (a) The timelines and process steps in this Letter of Understanding is subject to Article 48: Grievance Procedure.**
- (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 48: Grievance Procedure.**

4. The parties agree to implement the Workload Appeal Process outlined above on a trial basis.

This Letter of Understanding will expire December 31, 2028 or upon the date of ratification of the next Collective Agreement, whichever is later.

**ON BEHALF OF THE WORKERS'
COMPENSATION BOARD**

Date: _____

**ON BEHALF OF THE HEALTH
SCIENCES ASSOCIATION OF ALBERTA**

Date: _____