

COLLECTIVE AGREEMENT

BINDING

CAREWEST

AND

**THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA
(PARAMEDICAL PROFESSIONAL
AND TECHNICAL)**

FOR THE PERIOD

JULY 1, 2017 TO JUNE 30, 2020

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THIS COLLECTIVE AGREEMENT made this 19th day of November 2019.

BETWEEN

CAREWEST
(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
PARAMEDICAL PROFESSIONAL AND TECHNICAL UNIT**
(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

WHEREAS the parties acknowledge that their primary purpose is to provide efficient continuing care health services and programs to residents, patients and clients and believe this purpose can be achieved most readily when harmonious relationships exist between the Employer and its employees,

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

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which both parties exchange notice of ratification by their principals of this Collective Agreement, up to and including 30 June, 2019, and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.
- 1.02 Where notice is served by either party under the Labour Relations Code to commence collective bargaining, this Collective Agreement shall continue in full force and effect until either:
- (a) A settlement is agreed upon and a new Collective Agreement is ratified; or

(b) If a settlement is not agreed upon, a new Collective Agreement is executed as provided in the Labour Relations Code; or

(c) A strike or lockout commences.

1.03 An employee, in good standing, 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 sixty (60) calendar days of the ratification of the 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 premium payable in Article 18.01 (Temporary Assignments), but exclusive of all other allowances and premium payments.

2.05 “Chief Operating Officer” means the senior person responsible to the Board of the Subsidiary Health Corporation.

2.06 “Employee” means any person employed in the bargaining unit referred to in Article 4.01, or who performs functions of a paramedical professional nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40.

2.08 “Employer” means Carewest.

2.09 “Facility” means the sites administered by the Employer in this Collective Agreement.

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

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

- 2.12 Throughout this Collective Agreement, a word used in the singular applies also in the plural and vice versa.
- 2.13 “Board” means the Board of Carewest.
- 2.14 “Local Unit Representative” means an Employee of the Employer to whom the Union has appointed to represent the membership as part of Union governance as determined by the Union.
- 2.15 “Job Steward” means an Employee of the Employer designated by the Union to act in the capacity of a steward to represent individual members in accordance with Article 4.08.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make, alter, and enforce, from time to time, rules and regulations to be observed by an employee which are not in conflict with any provision of this Collective Agreement;
 - (c) direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (d) hire, promote, transfer, lay-off and recall;
 - (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 4: RECOGNITION AND UNION BUSINESS

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees employed in the unit as defined by the certificate issued by the Labour Relations Board as “All employees when employed in a paramedical professional capacity” 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 Executive Leader or designate of the Employer and the Union with a copy to the Chair of the local unit.
- 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. The Employer shall notify the Chairperson one (1) week in advance of the orientation where practicable.
- 4.07 The name of the Local Unit Representatives shall be supplied in writing to the Employer before they are recognized to act in this capacity. A Local Unit Representative 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. Local Unit Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.
- 4.08 Job Steward
- a) The name of a Job Steward shall be supplied to the Employer before they are recognized as a Job Steward.
 - b) A Job Steward may, at the request of an Employee, accompany or represent them at formal investigations, disciplinary meetings or during the process of a grievance including the grievance hearing.

- c) When it becomes necessary to leave work for these functions, a Job Steward shall obtain permission from their supervisor to leave work and agreement on the length of time for such leave. Such permission shall be requested with as much advance notice as possible and shall not be unreasonably denied. Job Stewards shall suffer no loss of regular earnings for leave under this Article.
- d) Upon request of the Employer, the Union shall provide a list of all Job Stewards and their current level within the HSAA Steward program.

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 electronically to the Union not later than the fifteenth (15th) day of the month following and shall be accompanied by an electronic list showing the name, address, 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, status of employees, the increment level and employees reclassified, promoted or transferred outside the scope of this Collective Agreement.
 - (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 Union shall give not less than thirty (30) days' notice of a Special Assessment deduction.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of an employee by reason of race, political affiliation, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, nor by reason of membership or non-membership or lawful activity in the Union, nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.02 The Employer, the Union and Employees recognize a joint responsibility to provide respectful, secure, and supportive work environments for all individuals. The Employer will maintain policies in support of these principles.

ARTICLE 7: NO STRIKE OR LOCKOUT

- 7.01 There shall be no strike, lockout or slowdown during the life of this Collective Agreement.
- 7.02 If an employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises or refusal to perform work during the life of this Collective Agreement, the Union shall instruct them to return to work immediately and perform their duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance. If the employee does not return immediately, they shall be deemed to have terminated their employment.

ARTICLE 8: BULLETIN BOARDS

- 8.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location upon which designated space shall be provided for the exclusive use of the Union.

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

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

ARTICLE 9: PROBATIONARY PERIOD

- 9.01 A newly-hired regular or temporary employee shall serve a probationary period of one thousand and seven and one-half (1007 1/2) hours worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced. If, in the opinion of the Employer, the employee is found to be unsatisfactory, they may be terminated without notice and without recourse to the grievance procedure. Hours worked as a casual

employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of three hundred and thirty-five (335) hours provided that not more than three (3) months have elapsed since they worked for the Employer.

- 9.02 The Employer shall provide a written evaluation to each probationary employee prior to the completion of their probationary period. The written evaluation will notify the employee of any deficiencies and provide the employee with an opportunity to correct them during the probationary period. If, in the opinion of the Employer, the employee is found to be unsatisfactory, they may be terminated without notice and without recourse to the grievance procedure.
- 9.03 An employee who has completed their probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.
- 9.04 If, in the opinion of the Employer, the employee is found to be unsatisfactory, the employee's probationary period may be extended. During the extended period, the employee shall be given regular feedback regarding their performance. When the Employer extends the probationary period of an employee, they will advise the Union and provide reasons for the extended probationary period.

ARTICLE 10: HOURS OF WORK

- 10.01 Regular hours of work for a full-time employee, exclusive of meal periods, shall be:
- (a) seven and three-quarter ($7\frac{3}{4}$) work hours per day; and
 - (b) an average of seventy-seven and one-half ($77\frac{1}{2}$) work hours in a fourteen (14) day period.

10.02 Meal Periods and Rest Periods

- (a) Regular hours of work shall include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each shift of seven and three-quarter ($7\frac{3}{4}$) hours and exclude an unpaid meal period of not less than thirty (30) minutes.
- (b) Availability During Meal Periods

When an employee is required by the Employer to remain readily available for duty during their meal period, they shall be paid for the meal period at their basic rate of pay unless they are permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(c) Working During Meal and Rest Periods

If an employee is required to work or is recalled to duty during their meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or they shall receive pay for the full meal period or rest period in accordance with the following:

- (i) for a rest period, they shall be paid at the applicable overtime rate instead of their basic rate of pay;
- (ii) for a meal period that they are not required to be readily available pursuant to Article 10.02(b), they shall be paid at the applicable overtime rate;
- (iii) for a meal period that they are required to be readily available pursuant to Article 10.02(b), they shall be paid the applicable overtime rate instead of their basic rate of pay.

10.03 Subject to Article 10.02, hours of work shall be consecutive.

10.04 Modified hours of work may be implemented pursuant to Article 45 where mutually agreed between the Employer and the Union.

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

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 shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.

11.02 Shift Scheduling Standards and Premiums for Noncompliance

- (a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:
 - (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;

- (ii) where possible, one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;
 - (iii) at least fifteen and one-half (15 1/2) 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), or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
- (i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected employee of two times (2X) their basic rate of pay for one (1) regular shift worked during the two (2) week period;
 - (ii) failure to provide both of the required 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 and one-half (15 1/2) 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 eight (8) weeks in advance. 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 two hours or more, 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 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 hourly 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

Employees may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer, or there is no detrimental impact to service provisions.

ARTICLE 12: OVERTIME

- 12.01 Overtime is all time authorized by the Employer and worked by an employee in excess of seven and three-quarter (7 3/4) hours per day or on scheduled days of rest.
- 12.02 The Employer shall designate an individual who may authorize overtime
- 12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 12.04 Overtime will be paid in accordance with the following:
- (a) For work in excess of seven and three-quarter (7 3/4) hours per day, two times (2X) their basic rate of pay, exclusive of meal periods, if taken. This overtime payment will cease and the employee's basic rate of pay will apply at the start of the next regularly scheduled shift.
 - (b) For work on scheduled day(s) of rest, two times (2X) their basic rate of pay. This overtime payment will cease and the employee's basic rate of pay will apply at the start of their next scheduled shift.
- 12.05 An employee who normally returns to their place of residence by means of public transportation following the completion of their regularly scheduled shift, but who is prevented from doing so by being required to remain on duty longer than such shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to their place of residence.
- 12.06 Subject to mutual agreement between the Employer and an employee, the employee may be granted time off duty in lieu of overtime payments at the applicable premium rate. Unless mutual agreement between an employee and the Employer is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment, such liability of the Employer as of the last day of March may be paid out. Subject to Employer approval before March 31, an employee may carry forward a mutual agreeable amount of accumulated overtime. If such approval is not granted, such liability as of the last pay period in March shall be paid out.

- 12.07 Except in cases of emergency, no employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first hour the employee reports for work.
- 12.08 Rest periods and meal periods shall be provided in accordance with Article 10.02.

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 phone or electronic consultation.
- 13.02 (a) Unless otherwise agreed between the Employer and the Union, on-call periods shall be scheduled at least eight (8) weeks in advance excepting in cases of emergency. Unless otherwise agreed between the Employer and the employee, 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.
- (b) Unless otherwise agreed between the Employer and the employee, 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 that 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 (8th) 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 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 three dollars and thirty cents (\$3.30) per hour; and
- (b) on days off and Named Holidays, the sum of four dollars and fifty cents (\$4.50) per hour. A Named Holiday or non-work day shall run from 0001 hours on the Named Holiday or non-work day to 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 December in any given year shall be paid out.

13.07 **Call-Back Pay**

- (a) For each occasion that 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 be permitted to leave the Facility upon completion of the procedure or examination for which they were called back. However, any further requests for emergent procedures received by an employee prior to leaving the Health Care Facility 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 two (2) hours, whichever is greater, at two times (2X) their basic rate of pay. Such employee shall be entitled to the provisions of Article 13.09.
- (c) Call-back pay may be granted in the form of time off duty with pay in accordance with the provisions of Article 12.06.

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 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 fifty point five cents (\$0.505) per kilometre, or the rate per kilometre paid by the Government of Alberta, whichever is higher, from the employee's residence and return. In those situations where Employer policy requires that the employee use a taxi for call-back purposes, should the employee commence their regular shift during the call-back, the Employer will pay the taxi fare from the Facility to their place of residence upon completion of the shift providing the employee uses this mode of transportation.
- 13.10 When an employee is supplied with a cell phone by the Employer for the purpose of on-call duty, there shall be no cost to the employee for the use of the cell phone for on-call duty responsibilities.
- 13.11 (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;
- shall be entitled to eight (8) consecutive hours rest before commencing their next scheduled shift, without loss of earnings.
- (b) The employee in the above situation will advise their Supervisor in advance that they will not be reporting for duty at their scheduled time.

13.12 Telephone or Electronic Consultation

When an Employee who has been assigned to on-call duty is consulted by telephone and/or Electronic means and 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 ($7 \frac{3}{4}$) hours of work in the day or thirty-eight and three quarter ($38 \frac{3}{4}$) hours of work during the week shall be paid at their basic rate of pay for the total accumulated time spent on Telephone and/or Electronic Consultation(s) and corresponding required documentation during the on-call period. If the total accumulated time spent on Telephone and/or Electronic Consultation(s) and corresponding required documentation during the on-call period is less than thirty (30) minutes, the Employee shall be compensated at the basic rate of pay for thirty (30) minutes.
- (b) An Employee who has completed seven and three-quarter ($7 \frac{3}{4}$) hours of work in the day or thirty-eight and three quarter ($38 \frac{3}{4}$) hours of work during the week shall be paid at the applicable overtime rate for the total accumulated time spent on Telephone and/or Electronic Consultation(s)

and corresponding required documentation during the on-call period. If the total accumulated time spent on Telephone and/or Electronic Consultation(s) and corresponding required documentation during the on-call period is less than thirty (30) minutes, the Employee shall be compensated at the applicable overtime rate for thirty (30) minutes.

- (c) An Employee shall be paid to a maximum of sixty (60) minutes of accumulated time spent on telephone and/or Electronic consultation(s), and provide corresponding required documentation, per work week.
- (d) On the rare occasion that an Employee spends more than sixty (60) minutes per work week on telephone and/or Electronic consultations, the Employer shall pay for the additional work provided the employee submits supporting documentation approved by the Employer.

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 with the Employer 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.

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 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.

- 14.04 (a) Recognition shall be extended to Dietitians who have completed the required internship or its equivalent for registration by starting that individual at the second step of the salary scale.
- (b) Recognition shall be extended to a graduate Pharmacist who has completed an accredited residency program in Hospital Pharmacy by starting that individual at the second step of the salary scale.
- (c) In the event that:
- (i) an occupied position outside the scope of this bargaining unit is subsequently determined to be within the scope of this bargaining unit in accordance with the provisions of Article 4.01; and
 - (ii) the incumbent within such position is therefore determined to be an employee within the scope of the bargaining unit; and
 - (iii) 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 until the appropriate rate of pay for the classification in the Salary Appendix becomes equal to or greater than their previous rate of pay, at which time they shall then receive the applicable rate in pay in the Salary Appendix for the classification to which the position is allocated.

- (d) Where applicable, an 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%) of the starting rate for the applicable classification.

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.

14.05 **Sole Professional**

An employee who is the only person within the organization exercising responsibilities for their particular professional field of practice shall be paid at least the level II salary rate as stated in the Salary Appendix for the classification.

14.06 Where required by legislation or Employer specification, Employees shall maintain current practicing registration with the appropriate professional body. Employees are to provide proof that they have current registration to the Employer a minimum of fourteen (14) days prior to expiry.

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

15.01 Salary recognition shall be granted for work experience satisfactory to the Employer (including experience in the private sector and experience gained internationally) provided not more than three (3) 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 three (3) 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 two thousand and twenty-two point seven five (2022.75) hours experience within the last six (6) years;
- (b) two (2) annual increments for four thousand and forty five point five (4045.5) hours experience within the last seven (7) years;
- (c) three (3) annual increments for six thousand and sixty eight point two five (6068.25) hours experience within the last eight (8) years;
- (d) four (4) annual increments for eight thousand and ninety one (8091) hours experience within the last nine (9) years;
- (e) five (5) annual increments for ten thousand one hundred and thirteen point seven five (10,113.75) hours experience within the last ten (10) years;
- (f) six (6) annual increments for twelve thousand one hundred and thirty six point five (12,136.5) hours experience within the last eleven (11) years;
- (g) seven (7) annual increments for fourteen thousand one hundred and fifty nine point two five (14,159.25) hours experience within the last twelve (12) years;
- (h) eight (8) annual increments for sixteen thousand one hundred and eighty-two (16,182) regular hours of work experience within the last thirteen (13) years;
- (i) nine (9) annual increments for eighteen thousand two hundred and four point seven five (18,204.75) regular hours of work experience within the last fourteen (14) years.

- 15.02 Additional hours worked and not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.
- 15.03 The Employer shall advise all employees in writing at the time of hire as to the pay grade and step in the Salary Appendix, including reference to the recognition of previous experience.

ARTICLE 16: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

16.01 Shift Differential

- (a) A shift differential of two dollars and seventy five cents (2.75) per hour shall be paid to:
- (i) employees working a shift wherein the majority of the hours of such shift falls within the period 1500 to 0700 hours; or
 - (ii) employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between fifteen hundred hours (1500) and zero seven hundred (0700) hours.
- (b) Shift differential shall not be considered part of the basic hourly rate of pay.
- (c) Shift differential shall be paid in addition to the overtime rate for overtime worked in conjunction with the shift worked in (a) above.

16.02 Weekend Premium

- (a) A weekend premium of three dollars and twenty five cents (\$3.25) per hour shall be paid:
- (i) to employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
 - (ii) to employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
 - (iii) to employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

16.03 Where applicable, shift differential and weekend premium will be stacked.

ARTICLE 17: NOT ALLOCATED

ARTICLE 18: TEMPORARY ASSIGNMENTS

18.01 When an employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher salary scale, they shall be paid, in addition to their hourly rate as set out in the Salaries Appendix, the difference between the beginning rate in the salary scale for their classification and the beginning rate in the salary scale of the classification to which they are temporarily assigned. The resultant basic rate of pay shall not exceed the maximum rate of the salary scale of the classification to which they are temporarily assigned. This provision shall not apply where the period of temporary assignment is less than one (1) full shift.

18.02 Temporary Out-of-Scope Assignment

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

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

ARTICLE 19: NOT ALLOCATED

ARTICLE 20: TRAVEL EXPENSES

20.01 When an employee, at the request of the Employer, drives a motor vehicle other than a motor vehicle supplied by the Employer, reimbursement shall be at the rate of fifty-four cents (\$0.54) per kilometre, or the rate per kilometer paid by the Government of Alberta, whichever is higher, from the Employee's residence and return.

20.02 (a) When an employee is required by the Employer to travel for employment purposes, they shall be reimbursed for all reasonable expenses supported by receipts as required by the Employer and at no less than the rates contained within the Employer's policy dated April 1, 2017.

(b) An employee shall be reimbursed for kilometerage and time, paid at the applicable rate of pay, when required by the Employer to travel for employment purposes.

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 use insurance coverage when the vehicle is used on such business. The Employer shall reimburse the employee as follows:

Cost of Business Use Insurance Coverage \$_____	Less	Cost of Personal Use Insurance Coverage \$_____	=	Reimbursement to Maximum of \$500.00
(Basic Age Group Good Record)		(Basic Age Group Good Record)		

20.04 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.

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 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 earns vacation entitlement of twenty (20) working days; or

- (c) during each of the tenth (10th) to nineteenth (19th) years of employment, an employee earns vacation entitlement of twenty-five (25) working days; or
- (d) during each of the twentieth (20th) and subsequent years of employment, an employee earns vacation entitlement 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 21.05(b)(i), the Employer shall grant the annual vacation to which the employee is entitled in one unbroken period.
 - (ii) Upon the request of an 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 vacation schedule planners at the work site:
 - (i) for vacations to be taken between April 1st and September 30th of the same calendar year; and
 - (ii) for vacations to be taken between October 1st of the same calendar year and March 31st of the following calendar year.
 - (iii) A Regular Employee shall book and take a minimum of 70% of their accrued vacation credits annually.

- (f) An employee shall submit their choice of vacation dates to the Employer for approval within the time frames established by the Employer.
- (g) Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken. Employees failing to exercise seniority rights within the time that the employees are asked to choose a vacation time shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.
- (h) An employee granted vacation shall not be responsible for finding their own coverage during the approved vacation period.

21.06 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.

21.07 When an employee's vacation is canceled by the Employer, the Employer shall be responsible for all nonrefundable costs related to the cancellation of the vacation. The employee must first exhaust all other sources of reimbursement prior to seeking reimbursement from the employer.

ARTICLE 22: NAMED HOLIDAYS

22.01 (a) Full-time employees shall be entitled to a day off with pay on or for the following Named Holidays:

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

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

- (i) the Municipality of Calgary;
- (ii) the Province of Alberta; or

- (iii) the Government of Canada.
- (b) In addition to the foregoing Named Holidays, full-time employees who are in the employ of the Employer on February 1st shall be granted an additional holiday as a “floater holiday” in that calendar year. The Floater Holiday shall be scheduled at a time mutually agreed upon between the Employer and employee. If the holiday is not taken by the last day of December in the same calendar year, it shall be paid out.
- (c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the Facility at least six (6) months prior to the occurrence of the Named Holiday.

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

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

22.03 (a) An employee obliged in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) their basic rate of pay plus:

- (i) one (1) day’s pay; or
 - (ii) an alternate day off at a mutually agreed time; or
 - (iii) by mutual agreement, a day added to their next annual vacation; or
 - (iv) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) day’s pay at the basic rate of pay is desired; and
 - (v) compensating time off, at their basic rate of pay, for all hours worked in excess of seven and three quarter (7 3/4) hours.
- (b) An employee obliged in the course of duty to work on Christmas 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 plus:
- (i) one (1) day’s pay; or

- (ii) an alternate day off at a mutually agreed time; or
- (iii) by mutual agreement, a day added to their next annual vacation; or
- (iv) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) day's pay at the basic rate of pay is desired; and
- (v) compensating time off, at their basic rate of pay, for all hours worked in excess of seven and three quarter (7 3/4) hours.

22.04 If a date is not designated pursuant to Article 22.01(c) and subject to Article 22.02, when a Named Holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall receive:

- (a) one (1) day's pay; or
- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to their next annual vacation; or
- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) day's pay at the basic rate of pay is desired.

22.05 When a Named Holiday falls during an employee's annual vacation, the employee shall receive:

- (a) by mutual agreement, a day added to the vacation period; or
- (b) an alternate day off at a mutually agreed time; or
- (c) failing mutual agreement as to the option to be applied, one (1) day's pay at their basic rate of pay.

22.06 The Employer shall rotate, as evenly as possible, amongst employees in a department or section, as applicable, the requirement to work on a Named Holiday.

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

- (i) a lay-off; or
- (ii) all forms of leave during which an employee is not paid.

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

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 After an employee has completed five hundred and three and three-quarters (500 3/4) hours of work, they shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days provided, however, that an employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and three and three-quarters (500 3/4) hours of work.
- 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 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. Where the Employee has paid a fee for such substantiation, the fee shall be reimbursed by the Employer to a maximum of thirty dollars (\$30.00).
- 23.06 An employee absent on sick leave shall make every reasonable attempt 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 demonstrate to the satisfaction of the Employer that they were admitted to hospital as an "in patient" during the course of their vacation, they shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided they notify the Employer upon return from vacation and provides satisfactory proof of their hospitalization. Vacation time not taken as a result of such stay in the hospital 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 or an Employer with a Collective Agreement for which the Union is the certified bargaining agent, 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 canceled and no payment will be due therefore. The employee shall be provided with a written statement of such entitlement upon their termination.

- 23.12 If an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, 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 An employee may request in writing once a year the status of their sick leave entitlement.
- 23.14 Information on an employee's sick leave shall be confidential unless the employee consents in writing to such release.

ARTICLE 24: WORKERS' COMPENSATION

- 24.01 (a) An employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full net take home pay calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
- (i) the employee does not elect to receive income replacement directly from the Workers Compensation Board; and
 - (ii) the employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10th) day, can be charged against such sick leave credits for each day an employee is off work due to accident within the meaning of the WCB Act; and
 - (iii) the employee keeps the Employer informed regarding the status of their WCB claim and provides any medical or claim information that may be required by the Employer.
- (b) The parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the WCB. In light of this, the time limitation for correcting over or under payments provided in Article 27 shall not commence until the Employer has received reimbursement from the Workers Compensation Board, or has issued any statement of adjustment to the employee, whichever is later.

- (c) An employee who is in receipt of Workers' Compensation Benefits and who is not eligible to receive the WCB Supplement pursuant to Article 24.01(a) shall be deemed to be on a leave of absence without pay.
- (d) An employee in receipt of Workers' Compensation benefits shall:
 - (i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments;
 - (ii) accrue vacation credits and sick leave for the first (1st) month of such absence.

24.02 An employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of their former position shall provide the Employer with two (2) weeks' written notice, when possible, of readiness to return to work. The Employer shall reinstate the employee in the same classification held by them immediately prior to the disability with benefits that accrued to them prior to the disability;
- (b) incapable of performing the duties of their former position shall be entitled to benefits they are eligible for under Sick Leave or Short Term Disability or Long Term Disability, in accordance with Article 23 or 25.

24.03 The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 11 and 29.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

25.01 The Employer shall continue the following group plans for all eligible employees where enrollment and other requirements of the Insurer for group participation have been met:

- (a) Alberta Health Care Insurance Plan, as amended and replaced;
- (b) a benefit plan providing for:
 - (i) Group Life Insurance (one times 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 (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 ($66\frac{2}{3}\%$) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The short term disability shall become effective on the first 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 fourteen (14) calendar day elimination period, the short term disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);
 - (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent ($66\frac{2}{3}\%$) 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 provisions for all physician or dentist prescription medication that is eligible under the plan and prescribed in accordance with the plan;
- (c) at the Employer's option, an "EI SUB Plan" to 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 are provided satisfactory medical substantiation. The Employer shall provide information regarding the "EI Sub Plan" to all employees when they request Parental 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 L.T.D., 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 L.T.D. 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 S.T.D. and L.T.D.
- 25.06 No employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to benefit plans providing benefits in excess of those set out herein shall have their benefits reduced, provided, however, that this clause would only apply where the employee is working for the same Employer at all relevant times.
- 25.07 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.
- 25.08 (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 employees 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.

- 25.09 (a) The Employer will provide one (1) copy of each of the plans to Union.
- (b) The Employer shall advise the Union of all premium rate changes pursuant to Article 25.

ARTICLE 26: PENSION PLAN

- 26.01 The Employer shall contribute to the Local Authorities Pension Plan, the Public Service Pension Plan, or an alternate plan agreed to by the Union, as applicable, to provide benefits for participating employees provided they are scheduled to work at least fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the applicable plan. A copy of a brochure outlining the plan shall be provided by the Employer to each eligible employee.
- 26.02 The Employer agrees that, in accordance with Local Authorities Pension Plan regulations in effect as of the date of ratification of this Collective Agreement, where the employee requests within five (5) years of the employee's date of hire to have the employee's first (1st) year of employment recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the first (1st) year of service.
- This provision shall change in accordance with Local Authorities Pension Plan regulations.
- 26.03 Employees wishing to retire shall give the Employer no greater than three (3) months' notice of their intention to retire for the purposes of the LAPP benefits application process.
- 26.04 Open enrollment periods that are offered by the Employer under the LAPP will be communicated to regular part-time employees who wish to participate by opting into the pension plan.

ARTICLE 27: OVER/UNDER PAYMENTS

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

The Employer shall correct such compensation error not later than the second pay day following the date on which the party discovering the error knew of the error.

In the case of an under payment, where the employer discovers the error, the employer will notify the employee in writing that an underpayment has been made. Such written notice shall include all calculations.

If an underpayment is not corrected by the second pay day following the date on which the party discovering the error knew, the employee shall have ten (10) days to file a grievance as outlined in Article 46.

In the case of an overpayment, the Employer shall notify the employee in writing, including all calculations, that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the employee's gross earnings per pay period.

ARTICLE 28: SENIORITY

- 28.01 (a) For regular or temporary employees, seniority with the Employer starts on the date on which the Employee commenced employment in the bargaining unit.
- (b) For casual employees whose status changes to regular or temporary, the "seniority date" shall be established by dividing their contiguous hours by two thousand twenty-two decimal seventy-five (2,022.75), earned since the person started performing work of a paramedical professional nature.
- (c) For someone subsequently determined by the Labour Relations Board (or agreed to by the parties) as being in the bargaining unit, the seniority date shall be established by dividing their contiguous hours by two thousand twenty-two decimal seventy-five (2022.75) earned since the person started performing work of a paramedical professional nature. For those employees employed as at March 27, 1997, Letter of Understanding Re: Article 28.01 - Seniority shall govern.
- 28.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 28.01.
- 28.03 Seniority shall be the determining factor in:
- (a) preference of vacation time subject to 21.05(g);

- (b) layoffs and recalls, subject to the qualifications specified in Article 30;
- (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 29.

28.04 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when an employee resigns or is terminated from their position with the Employer; or
- (b) upon the expiry of twenty-four (24) months following layoff during which time the employee has not been recalled to work; or
- (c) if an employee does not return to work on recall to their former classification and full-time equivalency.

28.05 A current seniority listing shall be forwarded by the Employer to the Union.

- (a) upon request by the Union; or
- (b) prior to the Employer serving layoff notice to a Regular employee within the bargaining unit.

Unless otherwise agreed by the Employer, requests for seniority listings as specified in Article 28.04(a) shall be limited to two (2) in each calendar year.

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 seven (7) calendar days in advance of making an appointment.
 - (b) Where circumstances require the Employer to fill a posted vacancy before the expiry of seven (7) calendar days, the appointment shall be made on a temporary or casual 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;
 - (iv) status of position, and expected term if a temporary position;
 - (v) salary; and
 - (vi) 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 Union local unit chair 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 Union shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants 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 such 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.
- 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.
- 29.05 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration.

Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.

- (b) If all applicants for a vacancy are Casual Employees, experience, performance and qualifications applicable to the position shall be the primary consideration. 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.

29.06 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. The Employer shall provide an evaluation of the employee prior to the completion of the trial period.

During the trial period, the Employee may either:

- (a) be returned by the Employer to the Employee's former position; or
- (b) return to their former position provided it is still vacant.

In circumstances where returning to their former position is no longer available (e.g., it is no longer vacant), the Employer shall place the Employee in another suitable position within the center without loss of seniority and at a rate of pay equivalent to that of their former position.

The return of an employee to their former position or placement into another suitable vacant position within the centre during their trial period is not a contravention of this Collective Agreement.

Where the Employer extends the Employee's trial period or returns them to their former position, they shall advise the Union of their actions and the reasons for their decisions.

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

- 29.08 An employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.
- 29.09 When, because of inability to perform the functions of a position or because of ill health or by their request, an employee is transferred to a classification to which is assigned a lower salary scale, their rate will be adjusted immediately to the step in the lower salary scale that will result in the recognition of service from the date the current period of continuous employment commenced.
- 29.10 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.

ARTICLE 30: LAYOFF AND RECALL

Intent: Layoff and displacement provisions are designed to minimize the loss of trained professionals within the specific programs. Both parties recognize the Employer's requirement of provision of service and continuity of care to residents within a program-based structure.

30.01 Definitions

- (a) For the purposes of this Article, "Partial Recall" shall mean when an Employee accepts a recall offer which is lesser than their regular position prior to layoff in terms of classification level, permanency of the position, or hours of work designation.
- (b) For the purposes of this Article, "Relatively Whole" shall mean when an Employee has been Partially Recalled into a position which has the following characteristics:
 - (i) The position has the equivalent classification level as their position prior to layoff; and
 - (ii) The position is permanent in nature; and
 - (iii) If the Employee was full-time prior to the layoff, the position must entail no greater than a .2 Full-time Equivalency (FTE) decrease from full-time; or
 - (iv) If the Employee was part-time prior to layoff the position must adhere to the following criteria:

<u>Former Position</u>	<u>Maximum Decrease</u>
.7 to .9 FTE	no greater than a .15 FTE decrease

.4 to .6 FTE	no greater than a .10 FTE decrease or no decrease that results in the position becoming benefit ineligible
less than .4 FTE	no greater than .10 FTE decrease

(c) For the purposes of this Article, "Whole" shall mean that, as a result of the layoff/recall process, an Employee is restored to a position which is equivalent to the position that they held prior to layoff in terms of classification level, permanency of the position, and hours of work designation.

30.02 (a) 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 and meet with the Union and affected employees prior to issuing layoff notice(s) to discuss options to minimize the impact on staff and residents. Employees who are to be laid off shall be provided at least twenty-eight (28) calendar days' notice prior to layoff, except that the 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 twenty-eight (28) calendar days after notice of layoff, the employee shall be paid in lieu of such work for that portion of the 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 four (4) weeks' pay in lieu of notice.

(b) 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.

(c) When notice of layoff is delivered to an employee in person, the employee may be accompanied by a representative of the Union, if one is available.

30.03 (a) Layoff shall be in reverse order of seniority. However, the Employer shall have the right to retain employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining employees who are not capable and qualified of performing the work required.

- (b) When it becomes necessary to eliminate or reduce the FTE of a position within the bargaining unit, the affected Employee will, subject to (c) below, be offered the first available option in the following order, provided that they are capable and qualified to perform the work associated with the position:
- (i) Select a vacant position within the bargaining unit which will make them Whole;
 - (ii) Displace the least senior Employee in their program within the bargaining unit and same classification;
 - (iii) Displace the least senior Employee within the bargaining unit and same classification;
 - (iv) Assume a position within the bargaining unit which will bring the Employee closest to Whole by either selecting a vacant position or displacing a less senior Employee in the bargaining unit. If two (2) or more positions are equal (in terms of classification, permanency and hours of work designation), the Employee will be offered the first available option in the following order:
 - (a) Vacant position;
 - (b) Displacement of least senior Employee in their program within the bargaining unit and same classification.
 - (c) Displacement of least senior Employee at another site within the bargaining unit.
 - (v) Accept layoff with recall rights.
- (c) In circumstances where an Employee's position will sustain a reduction in FTE only, the Employee may elect to remain in the position and retain the layoff/recall rights specified in (e) below.
- (d) An Employee selecting a vacant position or displacing into a position which does not make them whole shall have access to recall rights as provided in the Collective Agreement.
- (e) An Employee who elects to stay in their own position, and thereby sustaining a reduction in hours of work (a "Partial Layoff"), shall be entitled to the following layoff/recall rights:
- (i) If no layoff/recall opportunity exists at the time of Partial Layoff which would make the Employee Relatively Whole or which would

bring the Employee closer to Whole than their current position, full layoff/recall rights;

- (ii) If a layoff/recall opportunity exists at the time of Partial Layoff which would make the Employee Relatively Whole and bring them closer to Whole than their current position, the Employee will be deemed to have rejected one (1) recall offer pursuant to Article 30.09(d) but will otherwise retain normal layoff/recall rights;
- (iii) If a layoff/recall opportunity exists at the time of Partial Layoff which would make the Employee Whole, the Employee will forfeit all layoff/recall rights in accordance with Article 30.09(c).

30.04 **Recall**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the employee is capable and qualified of performing the work required.
- (b) 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.
- (c)
 - (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 30.04(c)(i), where the Employer has a multi-site facility, casual work shall first be made available to laid off employees of the specific location 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.

- (d) For the purpose of this clause, "Casual Work" shall mean:
- (i) work on a call-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.
- 30.05 The Employer shall maintain a recall list which includes the names of Employees on full layoff and those on Partial Layoff.
- 30.06 (a) No new regular or temporary employees will be hired while there are other employees within the bargaining unit on layoff as long as laid off employees are qualified and capable of performing the work required.
- (b) Rather than being posted, vacancies shall be offered (in accordance with Article 30.04(b)) to Employees on the recall list who are capable and qualified, on the basis of seniority, provided that the vacancy does not constitute a promotional opportunity for them relative to the position that they held prior to layoff in terms of classification level, or hours of work designation.
- 30.07 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 lay-off 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.
- 30.08 In the case of layoff in excess of one (1) month's 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.
- 30.09 Layoff/recall rights will terminate as a result of one (1) of the following:
- (a) Upon acceptance of a position which makes the Employee Whole;
 - (b) Upon the expiry of twenty-four (24) months from the date of layoff regardless of whether the Employee has remained on full layoff or Partial Layoff or Partial Recall;
 - (c) By the rejection of a recall offer which would render the Employee Whole;

- (d) By the rejection of a second recall offer which would render the Employee Relatively Whole.

ARTICLE 31: TECHNOLOGICAL CHANGE

- 31.01 Should the Employer find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will displace employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of employees so affected
- 31.02 If the Employer introduces technological change which results in the displacement of an employee, the Employer shall make every reasonable effort to provide alternative employment acceptable to the employee.
- 31.03 Where the alternate employment is in a lower paid classification, the employee shall continue to receive the salary of the higher-paid classification at the time of the transfer until the salary of the lower paid classification passes that of the higher-paid classification.
- 31.04 Where alternative employment is not available or is not acceptable to the employee, the Employer will give the employee a minimum of six (6) weeks' notice or pay in lieu of notice of displacement, and all conditions of the Lay-off and Recall Article shall apply with the exception that notice contained in Article 30.01 will not apply.

ARTICLE 32: CONTRACTING OUT

- 32.01 Where the Employer finds it becomes necessary to transfer, assign, sub-contract or contract out any work or functions performed by regular employees covered by this Collective Agreement, the Employer shall notify the Union two (2) months in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected employees.

ARTICLE 33: LEAVES OF ABSENCE

33.01 General Policies Covering Leaves of Absence

- (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 thirty (30) days from the date of request for any leaves 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) month's 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 or a deemed leave of absence, an employee shall accrue sick leave and vacation credits for the first (1st) month. Where the leave of absence exceeds thirty (30) days, an employee's increment date shall be adjusted by the amount of time that the leave of absence is thirty (30) days or more, and the new increment date shall prevail thereafter.

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 **Personal Leave**

Benefit eligible Regular employees shall be entitled to three (3) Personal leave days each year, from January 1st through December 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.

If employment commences on or after May 1st of the year, Personal Leave days will be prorated for the remainder of the year as follows:

- May 1st to August 1st: two (2) Personal Leave days;
- September 1st to December 31st: one (1) Personal Leave day.

Any Personal Leave days not used by December 31 of each year shall not be carried over or paid out on termination of employment.

33.04 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. An employee requesting education leave related to their profession shall not have such request unreasonably denied.
- (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 eighteen (18) calendar months only of such period of leave. In the event the duration of educational/exchange leave continues for a period in excess of eighteen (18) months, an employee's anniversary date for salary increment purposes shall be delayed by the amount of time that said leave exceeds eighteen (18) months, and the newly established anniversary date shall prevail thereafter.

- (e) An employee absent on approved education/exchange leave shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

33.05 **Bereavement Leave**

- (a) Bereavement leave with pay of:
 - (i) 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, fiancé. Step-parent, step-children, step-brother and step-sister 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 man or woman 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;
 - (ii) three (3) consecutive working days shall be granted in the event of the death of the following family members of the employee's family (i.e. mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, legal guardian, grandparent, and grandchild).
- (b) Bereavement leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometers one way from the employee's residence is necessary for the purpose of attending the funeral.
- (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 periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an employee be eligible for more days off with pay than they would have been eligible to receive had the bereavement leave been taken in one (1) undivided period.
- (d) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.

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 commences 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).
- (b) A pregnant employee whose continued employment in their position maybe hazardous to themselves or to their unborn child, in the written opinion of their physician or 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 shall not exceed sixteen (16) weeks.

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 completed 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 makes 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 provides 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 upon otherwise between the employer and the employee.
- (d) An employee absent on Parental Leave shall endeavour to provide the Employer with twelve (12) weeks' written notice of 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 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 at the date the leave commenced.
- (e) Parental Leave of at least three (3) working days 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 the child.

33.08 Union Business

- (a) Provided the operational efficiency of the Facility 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 without pay. If the request is denied, reasons shall be given by the Employer.
- (b) Representatives of the Union shall be granted time off without 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 to 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 shall be granted leave with pay as required to attend to Union business, provided one (1) week's notice is given.
- (e) Subject to operational requirements, time off granted in accordance with Article 33.09 (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 a regular employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay to permit them to fulfill the duties of that office.
- (b) Regular employees who are elected to public office shall be allowed a leave of absence without pay for a period of time not to exceed four (4) years.
- (c) An regular employee who has been on public office leave shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.

33.10 Terminal Care Leave

- (a) An regular or temporary employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of up to six (6) months. Qualified relative means a person in a relationship to the employee for whom the employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (b) Regular or temporary employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

33.12 Military Leave

- (a) 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.
- (b) These provisions shall also apply to members who request a leave of absence due to the transfer of their spouse who is a member of the military.

ARTICLE 34: IN-SERVICE PROGRAMS

- 34.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the employee. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.
- (c) Cardio-Pulmonary Resuscitation certification and recertification shall be made available at no charge to those employees who must maintain current CPR certification as a condition of employment.

ARTICLE 35: COURT APPEARANCE

- 35.01 (a) In the event an employee is required to appear before a court of law as a witness in matters arising out of their employment with the Employer, or as a member of a jury or jury selection, the employee shall:
- (i) suffer no loss of regular earnings for the scheduled shifts so missed;
- (ii) be paid at their basic rate of pay for the hours of attendance at court on their scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 11.
- (b) In the event an employee is scheduled to work on the evening or night shift(s) on the day(s) they are called as a witness in matters arising out of their employment with the Employer, or as a juror, they shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.
- (c) Where an employee is required by law to appear before a court of law for reasons other than those stated in (a) above, they shall be granted a leave of absence without pay.

ARTICLE 36: EVALUATIONS, PERSONNEL FILES, AND OCCUPATIONAL HEALTH, SAFETY, & WELLNESS FILES

- 36.01 (a) The parties to this Collective Agreement recognize the desirability of employee evaluations. Evaluations shall be conducted at least on an annual basis, exclusive of any continuous leave of absence greater than ninety (90) days.
- (b) Should an employee not receive an evaluation in accordance with 36.01(a), they may request one be conducted.
- (c) 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) If an evaluation interview is scheduled on an employee's off duty hours or on days of rest, the employee shall be compensated according to the provisions of Article 12 or Article 44.
- 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 By appointment made in writing at least one (1) working day in advance, an employee may view their personnel file, or employee health file. Upon request, or upon provision of a release deemed acceptable by the Employer (in a form which complies with the requirements of all applicable legislation) an employee or the Union shall be given a copy of requested documents from their file. The employee may be required by the Employer to pay a reasonable fee to cover the cost of copying, which fee shall be established by the Employer.

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 with a copy to the Union office within twenty (20) days of the date the employer first became aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 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 with a copy to the Union office within twenty (20) days of the date the employer first became 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 who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for the warning, or suspension or dismissal, and a copy of the letter shall be sent in electronic format to the Union within two (2) 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 two (2) years from the date the disciplinary measure was initiated, 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 When circumstances permit, the Employer shall provide one (1) working day advance notice to an employee required to meet with the Employer and advised whether the meeting is in respect to an investigation or for the purposes of issuing discipline. The Employer shall advise the employee that they may be accompanied by a Labour Relations Officer or designated union representative at such meetings. The employee shall be compensated at the applicable rate of pay for the duration of such meetings.

ARTICLE 38: RESIGNATION/TERMINATION

38.01 An employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days' notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days' notice of their desire to terminate their employment. This notice period may be waived for reasons that are acceptable to the Employer.

38.02 If the required notice of termination is given, an employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled on the day on which they terminate their employment.

38.03 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 of pay, together with;

(ii) six (6%) percent if eligible for fifteen (15) working days, or eight (8%) percent if eligible for twenty (20) working days, or ten (10%) percent if eligible for twenty-five (25) working days, or twelve (12%) percent if eligible for thirty (30) working days of their earnings at the basic rate of pay from the end of the previous vacation year to the date of termination.

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

(a) they are absent from work without good and proper reason and/or the approval of the Employer; or

(b) they do not return from leave of absence or vacation as scheduled; or

- (c) they do not return from lay-off as required, or upon the expiry of twenty-four (24) months following lay-off during which time the employee has not been recalled to work.

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

ARTICLE 39: POSITION PROFILES

39.01 Copies of current position profiles shall be on hand within the appropriate department(s) and shall be available to each employee upon request.

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

39.03 Where a position profile has been altered or amended, the Employer shall provide the Union and the affected Employee(s) with the updated position profile within ten (10) days.

ARTICLE 40: JOB CLASSIFICATIONS

40.01 New Classifications

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

- (a) The Employer shall establish a position title and a salary scale and give written notice of same to the Union.
- (b) If the Union does not agree with the position 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 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 title, it is understood that the Employer's decision in respect

to the position 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. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

40.02 Classification Review

- (a) An employee who has good reason to believe that they are improperly classified may apply to the Manager of the Department to have their classification reviewed. The Manager of the Department will give consideration to such application and notify the employee accordingly.
- (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 the Employer.
- (c) The Employer shall notify the Union of their position within thirty (30) days of the matter being brought to them by the Union.
- (d)
 - (i) Where the decision of the Employer relates to an employee-initiated request for a change in classification, the Employer's decision shall not be subject to the Grievance Procedure and Arbitration.
 - (ii) 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.
- (e) Should an employee be reclassified to a higher classification pursuant to this Article, any wage increase associated with the reclassification shall be retroactive to the date of the written application by the employee. The employee shall move to the step of the salary scale of the higher classification on a step-for-step basis.

ARTICLE 41: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 41.01 The Parties to this Collective Agreement agree to establish an Employee-Management Advisory Committee, or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the Employees and the Employer that are not collective bargaining issues.

41.02 There shall be no loss of income for time spent by employees at meetings and in carrying out the functions of this committee.

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 reduce or minimize all workplace safety hazards.

42.02 The Employer shall establish a Workplace Health, Safety and Wellness Committee (WHSW Committee) 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. This Committee shall meet at least once a month.

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.

42.04 The basic rate of pay shall be paid to an employee representative for time spent in attendance at a meeting of this Committee.

42.05 The parties recognize that the work of the WHSW Committee is conducted jointly by Employee and Employer representatives. The Employer shall allow the WHSW Committee reasonable access to the workplace to conduct safety inspections.

42.06 The Workplace Health, Safety and Wellness Committee (WHSW 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 and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Board. The Board will reply in writing to the Health and Safety Committee within thirty (30) days of the receipt of the recommendation.

42.07 Employer policies related to harassment, personal protective equipment and working alone shall be reviewed annually by the Committee.

42.08 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.

- 42.09 (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 Site Director or designate. A resolution meeting between the Union and the Site Director or designate shall take place within twenty-eight (28) calendar days of the issue being referred to the Site Director or designate and a reply in writing will be provided to the Union within fourteen (14) calendar days.
- (c) Should an issue not be resolved under Article 42.08(b), the issue shall be referred to the Chief Operating Officer (or designate). A resolution meeting between the Union and the COO (or designate) shall take place within twenty-eight (28) calendar days of the issue being referred to the COO. The COO (or designate) shall reply in writing to the Union within fourteen (14) calendar days.
- 42.10 Employer policies and procedures related to Workplace Health, Safety and Wellness Committee, harassment, personal protective equipment and working alone shall be reviewed annually by the Committee.

ARTICLE 43: PROTECTIVE CLOTHING

- 43.01 When an employee is required to wear protective clothing in the course of duty, it shall be the responsibility of the Employer to provide and launder such clothing.

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. An average of two (2) days per week shall be scheduled as designated days of rest.”

- (B) Amend Article 10.02(a) by adding:

“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 less than seven and three-quarter (7 3/4) hours but more than three and three-quarter (3 3/4) hours.”

- (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, which are not designated as their scheduled days of rest, 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 seven and three-quarter (7 3/4) hours in a day.

(f) An employee required by the Employer to work on their scheduled day(s) off 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 and shifts per shift cycle, which shall constitute the regular hours of work for each part-time employee. Such hours shall not be altered except by mutual agreement between the Employer and the employee or by the operation of the provisions of this Collective Agreement.
- (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 shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.

11.02 Shift Scheduling Standards and Premiums for Noncompliance

- (a) Except in cases of emergency or by mutual agreement 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 and one-half (15 1/2) hours off duty between the end of one (1) 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 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)(i), 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.

- (ii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), 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;
 - (iii) failure to provide fifteen and one-half (15 1/2) hours off duty between the end of one (1) 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 eight (8) weeks in advance. 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 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 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 two (2) hours or more, 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

Employees may exchange shifts with the approval of the Employer provided no increase in cost is incurred by the Employer."

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 seven and three-quarter (7 3/4) hours in a day 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:

“13.13 In Health Care Facilities 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 to read:

“14.02 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 (2022.75) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1829) 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 X 44.03, 44.08(A) and 45.12(A)	The applicable percentage as outlined in (a) or (b) below	=	Number of hours of paid vacation time to be taken
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- (i) six percent (6%) during each of the first (1st) year of continuous part-time employment; or
- (ii) eight percent (8%) during each of the second (2nd) to ninth (9th) years of continuous part-time employment; or
- (iii) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of continuous part-time employment; or
- (iv) twelve percent (12%) during each of the twentieth (20th) and subsequent years of continuous part-time employment.

- (v) 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 at the rate specified in Articles 44.03 and 44.08 (c)	X	The applicable percentage as outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period
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- (a) upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional two percent (2%);
- (b) upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional two percent (2%);
- (c) upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional two percent (2%);
- (d) upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional two percent (2%);
- (e) upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional two percent (2%)”

Vacation for Casual Employees

(B) 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 (C) below; or
- (ii) during the second (2nd) to ninth (9th) years of employment eight percent (8%) of their regular earnings as defined in (C) below; or
- (iii) during the tenth (10th) to nineteenth (19th) years of employment ten percent (10%) of their regular earnings as defined in (C) below; or
- (iv) during the twentieth (20th) and subsequent years of employment twelve percent (12%) of their regular earnings as defined in (C) 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.”

- (C) 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-quarters ($7\frac{3}{4}$) 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) 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	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	

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

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

shall be paid at one and one-half times ($1\frac{1}{2}X$) their basic rate of pay for the first seven and three-quarter ($7\frac{3}{4}$) hours worked on a Named Holiday and two times ($2X$) their basic rate of pay for time worked in excess of seven and three-quarter ($7\frac{3}{4}$) hours.

- (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:

"23.02 After an employee has worked five hundred and three and three-quarters ($503\frac{3}{4}$) regular hours, they shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half ($1\frac{1}{2}$) working days for each full month of

employment up to a maximum credit of one hundred and twenty (120) working days, pro-rated to the regularly scheduled hours they works each month. However, an employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and three and three-quarters (503^{3/4}) regular hours worked.”

(B) Amend Article 23.04 to read:

"23.04 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 days or 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.

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 (1007^{1/2}) hours or one (1) year of employment, whichever is the lesser.

ARTICLE 45: MODIFIED WORK DAY

45.01 Where the parties to this Collective Agreement agree to implement a system employing a modified work day, they shall evidence such agreement by signing a document indicating those positions to which the agreement applies and indicating the regular hours of work. The list of positions may be amended from time to time by agreement of the parties.

45.02 The Employer agrees to provide the Union with a list of all positions for which a modified work day was in effect on the date this Collective Agreement begins to operate.

45.03 Any agreement made pursuant to Article 45.01 may be terminated by either party to this Collective Agreement providing to the other party eight (8) weeks' notice in writing of such intent.

45.04 The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when a modified work day is implemented, all other Articles of this Collective Agreement shall remain in full force and effect as agreed to between the parties.

45.05 **Hours of Work**

(A) Amend Article 10.01 to read:

“10.01 (a) Regular hours of work for full-time employees, exclusive of meal periods, shall:

(i) not exceed _____ consecutive hours per day, however, in no case shall they exceed eleven and three-quarter ($11\frac{3}{4}$) consecutive hours per day;

(ii) be an average of seventy-seven and one-half ($77\frac{1}{2}$) work hours in a fourteen (14) day period averaged over a period of not more than six (6) weeks;

(iii) except where overtime is necessitated, maximum in-hospital hours shall not exceed twelve and one-quarter ($12\frac{1}{4}$) hours per day, as determined by the start and finish times of the shift.”

(B) Meal Periods and Rest Periods

Amend Article 10.02 to read:

“10.02 (a) Regular hours of work shall include paid rest periods as scheduled by the Employer and shall exclude at least one (1) and not more than two (2) unpaid meal periods of not less than thirty (30) minutes.

(b) Total time in minutes of paid rest periods shall be calculated in the following manner:

$$\frac{\text{length of shift} \times 0.5 \times 60}{7.75}$$

(c) Availability During Meal Periods

When an employee is required by the Employer to remain readily available for duty during their meal period, they shall be paid for the meal period at their basic rate of pay unless they are permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(d) Working During Meal and Rest Periods

If an employee is required to work or is recalled to duty during their meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or they shall receive pay for the full meal period or rest period in accordance with the following:

(i) for a rest period, they shall be paid the applicable overtime rate instead of their basic rate of pay;

(ii) for a meal period that they are not required to be readily available pursuant to Article 10.02(b), they shall be paid at the applicable overtime rate;

(iii) for a meal period that they are required to be readily available pursuant to Article 10.02(b), they shall be paid the applicable overtime rate instead of their basic rate of pay.”

45.06 Work Schedules and Shifts

(A) Amend Article 11.02(a) to read:

- “11.02 (a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:
- (i) at least two (2) consecutive days of rest per week; and
 - (ii) two (2) weekends off in each four (4) week period. “Weekend” shall mean a consecutive Saturday and Sunday. The period of time off must be at least fifty-nine (59) hours; and
 - (iii) at least twenty-two and one-half (22^{1/2}) hours off duty at a shift changeover.”

(B) Amend Article 11.02(b) to read:

- “11.02 (b) Where the Employer is unable to provide for the provisions of Article 45.06A(a)(i), (ii) or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
- (i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected employee of two times (2X) their basic rate of pay for one (1) regular shift worked during the two (2) week period;
 - (ii) failure to provide both of the required two (2) weekends off duty in a four (4) week period 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 four (4) week period;
 - (iii) failure to provide one (1) of the required two (2) weekends off duty in a four (4) week period 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 four (4) week period;

- (iv) failure to provide twenty-two and one-half (22^{1/2}) hours off duty at a shift changeover shall result in payment of two times (2X) the basic rate of pay for all hours worked on that next shift.”

(C) Amend Article 11.02(d) to read:

“An employee required to rotate shifts shall be assigned day duty at least one-half (^{1/2}) of the time unless mutually agreed to by the Employer and the employee, provided that in the event of an emergency or where unusual circumstances exist, an 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.”

45.07 **Overtime**

(A) Amend Article 12.01 to read:

“12.01 Overtime is all time authorized by the Employer and worked by an employee in excess of the regular daily hours specified in Article 45.05(A)(a)(i), or on scheduled days of rest.”

(B) Amend Article 12.04(a) to read:

- “(i) An employee whose regularly scheduled shift is greater than seven and three-quarter (7^{3/4}) hours and less than nine and three-quarter (9^{3/4}) hours shall be paid two times (2X) their basic rate of pay for all hours in excess of the regular scheduled shift;
- (ii) An employee whose regularly scheduled shift exceeds nine and three-quarter (9^{3/4}) hours will be paid for all overtime worked in excess of the regular scheduled shift at two times (2X) the applicable basic rate of pay.”

45.08 **Vacation With Pay**

(A) Amend Article 21.02 to read:

"21.02 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 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:

Vacation pay shall be paid in accordance with the following:

- (i) during each of the first (1st) year of continuous full-time employment, an employee earns vacation on the basis of one hundred and sixteen point two five (116.25) hours at the basic rate of pay per year;
- (ii) during each of the second (2nd) to ninth (9th) years of continuous full-time employment, an employee earns vacation on the basis of one hundred and fifty-five (155) hours at the basic rate of pay per year;
- (iii) during each of the tenth (10th) to nineteenth (19th) years of continuous full-time employment, an employee earns a vacation on the basis of one hundred and ninety-three point seven five (193.75) hours at the basic rate of pay per year;
- (iv) during the twentieth (20th) and subsequent years of continuous full-time employment, an employee earns a vacation on the basis of two hundred and thirty-two point five (232.5) hours at the basic rate of pay per year."

45.09 **Named Holidays**

(A) Amend Article 22.01 to read:

"22.01 Full time employees shall be entitled to the eleven (11) Named Holidays and a Floater holiday as specified in Article 22.01 and shall be paid for same at the basic rate of pay for seven and three-quarter ($7\frac{3}{4}$) hours to a total of ninety three (93) hours per annum."

(B) Amend Article 22.03 to read:

“22.03 (a) An employee obliged in the course of duty to work on the first or second shift of a Named Holiday listed in Article 22.01(a) shall be paid for all hours worked on the holiday at one and one-half times ($1\frac{1}{2}X$) their basic rate of pay, plus:

- (a) seven and three-quarter ($7\frac{3}{4}$) hours pay; or
- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to their next annual vacation; or
- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that pay of one (1) day’s pay at the basic rate of pay is desired; and
- (e) compensating time off for all overtime hours worked at their basic rate of pay.

Pay for alternate days off as provided for in (b) and (c) above shall be for seven and three-quarter ($7\frac{3}{4}$) hours. For the purpose of payment under this Article, the Named Holiday shall be deemed to mean 0001 hours to 2400 hours.”

45.10 Sick Leave

(A) Amend Article 23.02 to read:

“After an employee has completed five hundred three and three-quarters ($503\frac{3}{4}$) hours of work, they shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours provided, however, that an employee shall not be entitled to apply sick leave credits prior to the completion of five hundred three and three-quarters ($503\frac{3}{4}$) hours of work.”

(B) Amend Article 23.04 to read:

"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.”

(C) Amend Article 23.06 to read:

“When an employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, 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.”

45.11 In calculating paid bereavement leave entitlement for employees subject to the modified work day, the provisions of Article 33.04 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period commencing with the date of death.

45.12 **Part-Time, Temporary and Casual Employees**

(A) Amend Article 44.03(A) to read:

“Hours of work for a regular part-time employee shall be as scheduled by the Employer but shall be less than for a full-time employee. They may be less than eleven and three-quarter ($11\frac{3}{4}$) hours per day, and, in any event, shall be less than seventy-seven and one-half ($77\frac{1}{2}$) work hours in a fourteen (14) day period averaged over a period of not more than six (6) weeks.”

(B) Amend Article 44.03 (C) to read:

“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 45.07 for those hours worked in excess of the regular daily hours specified in Article 45.05(A)(a)(i).”

(C) Amend Article 44.10 to read:

“A regular part-time employee shall accumulate sick leave entitlement on the basis of eleven point six two five (11.625) hours per month pro-rated to the regularly scheduled hours they work each month to a maximum of nine hundred thirty (930) hours.”

(D) A temporary or casual employee who works an extended work day shift shall be paid two times (2X) their basic rate of pay for hours worked in excess of seven and three-quarter ($7\frac{3}{4}$) hours, except where they replaces an employee who is currently scheduled on the extended work day shift and who is absent for any reason, in which case, overtime shall be in accordance with Article 45.07.

45.13 The provisions of this Article replace and supersede all previous agreements dealing with modified hours of work between the Employer and the Union.

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) Informal Discussion

- (i) If a difference arises between one 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 Manager. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.
- (ii) However, the mandatory informal discussion stage set out in Article 46.02(a)(i), may be by passed 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 or more employees, the Employer and Union may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

(b) Step 1 (Site Director or Designate)

The grievance shall be submitted, in writing, and signed by the employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Site Director 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 Site Director or Designate shall be made known to the employee and the Union within ten (10) days of receipt of the written statement of grievance.

(c) Step 2 (Chief Operating Officer or Designate)

Within ten (10) days of receipt of the decision of the Chief Operating Officer or Designate, the grievance may be advanced to Step 2 by submitting to the Chief Operating Officer or Designate, or their designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting which may be arranged by either party, shall occur within ten (10) days of the date of the letter.

The Chief Operating Officer or Designate, or their designate, shall render a decision, in writing, to be forwarded to the Union and the grievor within ten (10) days of the date of the meeting.

(d) Step 3 (Arbitration)

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

- (e) Neither the employee nor a representative of the local unit of the Union who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.
- (f) An employee shall be entitled to have a member of the local unit Executive or any duly accredited officer employed by the Union present during any meeting pursuant to this grievance procedure.
- (g) A dismissal grievance shall commence at Step 2.
- (h) Time limits for filing of a dismissal grievance shall be as stated in Article 46.02(b).

46.03 Resolution of a Difference between the Union and the Employer

(a) Informal 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 may first attempt to resolve the difference through discussion with the Site Director, or his designate of the Facility,

as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1 (Chief Operating Officer or Designate)

A policy grievance shall be submitted, in writing, to the Chief Operating Officer, or their designate, 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 Chief Operating Officer, or their designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement had occurred. Upon receipt of the grievance, a meeting should it be necessary, may be arranged by either party. The meeting shall be held within ten (10) days of receipt of the grievance unless mutually agreed otherwise. The decision of the Chief Operating Officer, or their designate, shall be made known to the Union, in writing, within ten (10) days 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 decision of the Chief Operating Officer, or their designate, and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the parties, a single Arbitrator may be appointed.

46.04 **Default**

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

ARTICLE 47: GRIEVANCE ARBITRATION

- 47.01 Within ten (10) days following receipt of notification pursuant to Article 46.02(d) or 46.03(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within ten (10) days, endeavor to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Minister of Human Resources and Employment shall be requested to appoint a Chairman, or a single arbitrator, pursuant to the Code.
- 47.02 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the parties and upon any employee affected by it and is enforceable pursuant to the Code.
- 47.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to them seems just and reasonable in all circumstances.
- 47.04 Each of the parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the parties.
- 47.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 48: COPIES OF COLLECTIVE AGREEMENT

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

48.03 The final version of the Collective Agreement shall be maintained in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement.

ARTICLE 49: CRITICAL INCIDENT STRESS MANAGEMENT

49.01 When critical incident or stress debriefing is requested by an employee then the employee will suffer no loss of earnings for the duration of the shift. A critical event is defined as an event or series of events that has a stressful impact enough to overwhelm the usually effective coping skills of either an individual or a group.

DRAFT

LETTER OF UNDERSTANDING #1

BETWEEN

CAREWEST

- and -

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

RE: BENEFITS REVIEW COMMITTEE

The Parties agree to the following:

1. A joint committee, consisting of two (2) representatives from HSAA, two (2) representatives from Carewest, and a representative from the Health Trust, will meet, within one year, to discuss and review current benefit options.
2. Any other benefit issues that the parties agree to may also form part of these discussions.
3. The purpose of the review committee will be to:
 - a. pursue opportunities for joint communication to HSAA members with respect to benefits issues; and
 - b. review current benefit options and look at making recommendation for potential cost-neutral changes to the benefit plan during subsequent bargaining
4. The committee may make recommendations to their respective principals on matters discussed by the Committee.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #2

BETWEEN

CAREWEST

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: LAYOFF PROCESS PURSUANT TO ARTICLE 30.03

During the course of negotiations, the parties discussed the issue of layoffs and the potential impact on senior Employees being offered vacancies first, before potentially being offered the option to displace the least senior Employee in the Employee's program within the bargaining unit and same classification, or displacing the least senior Employee within the bargaining unit and same classification.

In the interests of offering a displacement option to a senior Employee in the bargaining unit who is affected by a layoff, while also restricting possible displacements of other Employees, the parties agree, on a trial basis only, to the following:

In the event of a layoff pursuant to Article 30.03, where it becomes necessary to eliminate or reduce the FTE of a position within the bargaining unit, the Affected Employee will, subject to Article 30.03(c), be given the opportunity to:

- (i) select a vacant position within the bargaining unit which will make the Employee whole; or
- (ii) displace the least senior Employee in the Employee's program within the bargaining unit and same classification; or
- (iii) displace the least senior Employee in the bargaining unit and same classification; or
- (iv) accept layoff with rights to recall.

If the affected Employee displaces the least senior Employee as described in (ii) or (iii) above, the displaced Employee will be offered the vacant position, if one exists, which the more senior affected employee declined.

This LOU will expire June 30, 2020.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

DRAFT

LETTER OF UNDERSTANDING #3

BETWEEN

CAREWEST

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: QUALITY OF LIFE OPTION

Purpose

- 1) The Parties agree that the primary purpose of the Quality of Life Option is to facilitate where operationally feasible, the work reduction as a personal lifestyle choice for longer term employees and preserve, at the same time, the employment for the new workforce. This option is at the sole discretion of the Employer and is intended to recognize the contributions of long service employees who may wish to choose work reduction rather than lay off or displacement. The Quality of Life Option is one of the many human resources management tools that Carewest may use. If this option is used to downsize the workforce, it could be either the only option utilized or be in combination with other provisions of the Collective Agreement.

Definitions

- 2)
 - a) Actual Hours Worked means all regular and casual hours worked.
 - b) Regular Employees means an employee who is actively working in a regular position at the time of the workforce reduction.
 - c) Quality of Life Option means an option where the long service employee chooses to permanently reduce their regularly scheduled hours of work in their position (FTE reduction) as a personal lifestyle choice and is paid for their FTE reduction by the Employer.
 - d) Workforce reduction means a permanent net reduction by occupation in the overall site workforce due to organizational restructuring of at least twenty (20%) percent of regularly scheduled hours of work.

Eligibility

- 3) Active Regular Employees currently at work with minimum fifteen (15) years or more service with the Employer. Employees are only eligible for the Quality of Life Option if they are regularly employed in the same job classification in which permanent reductions are required.
- 4) The Option, when offered by the Employer, will be open to all eligible full-time and part-time Employees employed and working in a regular position as at the date of the offering.

Application of the Option

- 5) Carewest will determine the scope and magnitude of the workforce reduction.
- 6) Carewest will determine the methodology to reduce the workforce, for example, attrition, layoff, buy-down, and other methods it deems appropriate.
- 7) Carewest will assess the impact based on: operational requirements, budget restraints, timing, workforce stability, employee choice, and other factors that the Employer deems appropriate at the time.
- 8) An approved Quality of Life Option will be calculated as follows:
 - Step 1: Actual hours worked over the past 12 months X basic rate of pay = annual net income.
 - Step 2: Calculate the annual net income of the employee's new reduced F.T.E. position/rotation by multiplying the regularly scheduled hours of work in the new position X basic hourly rate of pay = new annual net income.
 - Step 3: Step 1 amount minus Step 2 amount divided by 2 (6 months) - Quality of Life Option buy-down to be paid to the Employee.

Quality of Life Offering Process

- 9) Quality of Life Option buy-down may, at the employer's sole discretion, be utilized in combination with attrition and lay off during a permanent workforce reduction due to organizational changes that result in the permanent reduction in the number of regularly scheduled hours of work in the bargaining unit.
- 10) The Employer will determine the number of positions eligible for consideration for the Quality of Life Option buy-down.
- 11) A list of employees in the job classification who meet the eligibility criteria will be notified in writing by the Employer of the Quality of Life Option buy-down prior to the layoff process commencing under the Lay Off and Recall Article of the Collective Agreement.

- 12) A Regular Employee who is eligible will be notified in writing of the Quality of Life Option buy-down and will be required to respond in writing to indicate their interest.
- 13) The Employer will review the responses of eligible regular employees who have expressed an interest in applying for the Option and approve, based on operational requirements and seniority, the predetermined number of buy-down options.
- 14) Once approved, the Employer will meet with each Employee individually to confirm their approval and finalize the employee's selection of a position in their job classification on the new rotation corresponding to their new reduced F.T.E.
- 15) Once approved by the Employer, the Employee must:
 - a) remain in the new reduced F.T.E. position for a period of twelve (12) months effective from the date of commencement in the new position. The employee cannot apply for other positions in the organization during the twelve (12) month period;
 - b) agree to waive their right to lay off and recall for their previous position for which they were paid the buy-down amount.
- 16) The Union agrees to exempt the reduced F.T.E. Quality of Life Option Position from the bumping process under the Lay Off and Recall Article of the Collective Agreement during the twelve (12) month period in which the employee must remain in the new position of choice. The exemption will be void should the employee no longer occupy the reduced F.T.E. position or at the end of the twelve (12) month period, whichever occurs first.
- 17) The selection of the reduced F.T.E. Quality of Life Option position and the employee placement into the new position shall not violate the terms of the Collective Agreement.
- 18) An employee may be approved for the Quality of Life Option only once during their employment with Carewest.

This Letter of Understanding shall apply for the period commencing the date on which the parties exchange notice of ratification of this Collective Agreement and ending June 30, 2020.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

DRAFT

LETTER OF UNDERSTANDING #4

BETWEEN

CAREWEST

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: CLASSIFICATION REVIEW – TECHNICAL EMPLOYEES

Whereas the parties agree to undertake a classification review of the following information to commence within sixty (60) days of the ratification of this Collective Agreement with the intent of such classification review to compare the body of work, education, and qualifications of Health Information Management Assistants (HIMA) within Carewest and Health Information Management Professionals (HIMP) within Alberta health Services (AHS) to determine if they are of relatively equivalent qualifications.

Dependant on the outcome of such analysis, the parties agree that the salary scales of all Health Information Management Assistants contained within this agreement will be adjusted on a step to step basis to match those of Health Information Management Professionals contained within the current HSAA/AHS Provincial Agreement.

If the classification analysis demonstrates that those classifications are relatively equal, the AHS salary scale will become part of this agreement replacing the current HIMA scale.

Members affected by this analysis will be placed on the new salary scale as per their current step and number of hours applicable towards the next step.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #5

BETWEEN

CAREWEST

- and -

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

RE: MOBILITY

1. Temporary Assignments

- (a) The Employer may assign employees to work at another site or sites for the purposes of training, orientation, meetings, emergencies, and general operational requirements, on an intermittent basis. Employees required to travel between sites due to temporary assignments will be reimbursed for travel expenses in accordance with Article 20 of the Collective Agreement.
- (b) In circumstances where the Employer has sufficient advance notice of the requirement to temporarily assign employees to other sites, the Employer will provide a minimum of three (3) days notice to the affected employees. Where there is an ongoing need to temporarily assign staff to other sites, three (3) days advance notice will only be required prior to the initial assignment.
- (c) In circumstances, where the Employer does not have advance notice of the requirement to temporarily assign staff to other sites, the Employer retains the right to select the most appropriate individual to be assigned.
- (d) Employees assigned to other sites will be provided an appropriate paid orientation to the other site(s) as required.
- (e) Where there is an ongoing need for the Employer to assign employees to other sites, the Employer will canvass the employees in the program who have the ability to perform the required work to determine their preference for accepting temporary assignments on a regular basis. The Employer will endeavour to make assignments from among employees who have stated a willingness to work shifts at other sites provided that operational efficiency is not in any way compromised.

2. Permanent Relocation of Positions

- (a) Where the Employer relocates positions from one site to another, the

Employer will canvass the employees in the program who have the ability to perform the required work to determine their preference for accepting relocation. The Employer will endeavour to assign employees to the alternate site from among those employees who have stated a willingness to be relocated provided that operational efficiency is not in any way compromised. Subject to employees possessing the ability to perform the work, if there are more volunteers than positions available, the positions shall be offered to eligible employees by order of seniority.

- (b) In the event that no employees wish to be relocated, the Employer will assign the least senior employee from the program who has the ability to perform the work required.
 - (i) An employee whose position is permanently relocated to a site within fifty (50) kilometres from their original site, but chooses not to transfer with the position shall be laid off and will not have access to rights under Article 30.03, but will have the right to remain on recall in accordance with Article 30.04.
 - (ii) 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 30.03.

3. Program Transfers

Where programs are to be moved between sites, the Parties will meet prior to the program transfer being implemented to discuss the process to be followed and measures to protect the interests of the employees affected.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #6

BETWEEN

CAREWEST

- and -

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

RE: FLEXIBLE SPENDING ACCOUNT

1. Eligibility

- (a) A FSA shall be applicable for all employees eligible for Benefits in accordance with Article 25.08(a), (i), and (ii)
- (b) A regular employee who is employed in more than one position with the Employer will receive one FSA based upon the combined total of their full-time equivalencies (FTE's).

2. Calculation

The FSA will be calculated as follows:

- (a) one thousand two hundred and fifty dollars (\$1250) to be allocated to each eligible employee, plus
- (b) one thousand two hundred and fifty dollars (\$1250) to be allocated to each eligible full-time employee prorated for each eligible part-time employee based on their FTE as of February 1 (eligibility date) of each year.

Effective April 1, each year, the FSA will be calculated as follows:

- (a) one thousand two hundred and fifty dollars (\$1250) to be allocated to each eligible employee, plus
- (b) one thousand five hundred dollars (\$1500) to be allocated to each eligible full-time employee prorated for each eligible part-time employee based on their FTE as of February 1 (eligibility date) of each year.

3. **Utilization**

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
 - (i) tuition costs or course registration fees
 - (ii) travel costs associated with course attendance
 - (iii) professional journals
 - (iv) books or publications
 - (v) software
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.
- (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 25.01(b)(v) and 25.01(b)(vi) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan administered by the Employer.
- (e) Wellness expenses which may include, but are not limited to, such expenditures such as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.

4. **Allocation**

- (a) By February 1 (allocation date) of each year, employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an employee's FSA as of March 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Employees who are laid off after April 1st in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.
- (d) Employees who are on an approved leave of absence after April 1st in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year.

- (e) Reimbursement will be provided by the Employer within two pay periods upon submission of an original receipt.

5. Implementation

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
 - (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
 - (c) The FSA shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.
6. An employee who terminates employment voluntarily and who within six (6) months of termination recommences employment with the Employer shall have their FSA maintained as though their employment had been continuous.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #7

BETWEEN

CAREWEST

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: EXPEDITED MEDIATION AND EXPEDITED ARBITRATION PROCESS

1. In the event of a dispute of a grievable nature, the Parties may mutually agree to refer the matter to an expedited mediation process and/or an expedited arbitration process in accordance with the procedures set out in this Letter of Understanding.
2. An alleged grievance to be pursued pursuant to Item 1 of this Letter of Understanding must be set out in writing by the employee, the Union or the Employer as required by Article 46.02 of the Collective Agreement. The written grievance must outline the article of the agreement allegedly violated, details surrounding the grievance and the remedy requested.
3. Expedited Mediation
 - (a) The mediator shall be mutually agreed upon by the Union and the Employer:
 - (i) The mediator shall, within ten (10) calendar days, meet with the Parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the Parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
 - (iii) The purpose of the mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
 - (iv) The grievance may be resolved by mutual agreement between the Parties. The Parties may request that the mediator issue a report including non-binding recommendations.
 - (b) The expenses of the mediator shall be borne equally by both Parties.

(c) If the Dispute is not resolved after the mediation, the matter may then be referred to a Sole Arbitrator or Arbitration Panel within thirty (30) days from the last meeting with the Mediator.

4. Expedited Arbitration

(a) The Parties shall agree upon a Sole Arbitrator or Arbitration Panel who is available and capable of meeting with the Parties and rendering a decision within three (3) months of the appointment.

(b) Written reasons for the decision shall be issued only to the extent the Sole Arbitrator or Arbitration Panel deems necessary to convey the decision.

5. Failure by the Parties to agree upon a Mediator, Sole Arbitrator or Arbitration Panel pursuant to items 3 and 4 above, shall result in the dispute reverting to Article 46.02 of the Collective Agreement for resolution.

6. All relevant provisions of Article 46 (Grievance Procedure) and Article 47 (Grievance Arbitration), except as modified by this Letter of Understanding shall continue to apply when utilizing expedited mediation or expedited arbitration.

7. This Letter of Understanding is in force and effect pursuant to Article 1.01 of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #8

BETWEEN

CAREWEST

- and -

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

RE: SUPPLEMENTARY BENEFIT PLAN & FLEXIBLE SPENDING ACCOUNT IMPROVEMENTS

Supplementary Benefit Plan

Effective sixty (60) days post-ratification, the coverage provided under the Supplementary Benefits Plan shall be amended as follows:

- Increase coverage for Licensed Audiologist, Podiatrist/Chiropodist, Chiropractor, Registered Massage Therapist (requires a physician's written order), Occupational Therapist, and Physiotherapist are covered at \$35 per visit to a maximum of \$700 per type of specialty per person each benefit year; and
- 100% direct payment for respiratory equipment (including CPAP and BiPAP machines and supplies)

Flexible Spending Account

Effective sixty (60) days post-ratification, the following categories will be added to the Flexible Spending Account for use during the next allocation period following ratification:

- Alternate Transportation;
- Hardware;
- Mobile Digital Devices;
- Personal Computers;
- Ergonomic Support; and
- Allocation to a Tax-Free Savings Account (TFSA)

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #9

BETWEEN

CAREWEST

- and -

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

RE: PSYCHOLOGICAL SAFETY IN THE WORKPLACE

1. The parties agree that psychological safety is an important component to maintain the health and safety of the workplace, and that the Employer is obligated under legislation to provide for an environment that safeguards the psychological safety of the workplace.
2. The parties further agree that Joint Workplace Health and Safety Committees (JWHSC) are appropriately charged with reviewing a host of health and safety issues, including plans and policies for psychological safety.
3. The parties undertake to develop a Psychological Health and Safety Plan through the JWHSC structure consistent with leading industry practices regarding psychological health and safety in the workplace. Aspects of this plan relevant to a particular workplace may be reviewed annually by the JWHSC.
4. This letter of understanding shall expire upon ratification of a renewal collective agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #10

BETWEEN

CAREWEST

- and -

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

RE: LEAVES OF ABSENCE UNDER EMPLOYMENT STANDARDS CODE

The Parties agree that the Employer shall provide the following leaves set out in the Alberta Employment Standards Code in effect as of January 1, 2019.

1. Critical Illness of a Child or Adult Relative Leave
 - (a) An Employee will be granted unpaid leave up to 36 weeks for the purpose of providing care or support to their critically ill child in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.
 - (b) An Employee will be granted unpaid leave up to 16 weeks for the purpose of providing care or support to their critically ill qualified adult relative in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.
2. Death or Disappearance of a Child Leave

Employees will be granted unpaid leave up to 52 weeks for an Employee whose child has disappeared due to a crime or up to 104 weeks if the child died due to a crime in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.
3. Domestic Violence Leave

An Employee who has completed 90 days of employment and who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to 10 days in a calendar year in accordance with the Employment Standards Code and Employment Insurance (EI) legislation.
4. Compassionate Care Leave (Replaces Article 33.11 Terminal Care Leave)

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

(26) weeks from the commencement of the leave in accordance with Employment Standards Code and Employment Insurance (EI) legislation.

5. Citizenship Ceremony Leave

Employees will be granted one half (1/2) day unpaid leave for Employees to attend a citizenship ceremony under the Citizenship Act (Canada).

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

DRAFT

LETTER OF UNDERSTANDING #11

BETWEEN

CAREWEST

- and -

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

RE: SCHEDULING VACATION TIME OR PAY OUT

1. During the course of collective bargaining the parties discussed employees taking their vacation time and dealing with vacation carry-over.
2. The Employer will provide information to Employees on their vacation time that has been carried over from previous year(s).
3. Pursuant to Article 21.05, vacation time that is not authorized by the Employer for carry-over-over from the previous calendar year will be paid out annually by May of each calendar year.
4. The Employer will continue to work with employees to schedule vacation time that has been carried over during the life of this agreement.
5. The Employer will consider vacation time off requests based on operational needs and obligations and the Employee's vacation request.
6. The Employer will attempt to accommodate the Employee vacation request, but there may be times when the Employee will be asked to reschedule your time off. In such cases, the Employer will work with the Employee to find an alternate time for using their vacation time that works for the Employee and the Employer.

Cashing Out

7. The Employee may request unused vacation time be paid out or request a portion of the vacation time be paid out and the rest of the vacation carry-over be scheduled at a time that meets the Employer's operational requirements.

Survivability & Application of This Letter of Understanding

8. Notwithstanding the expiry of this Collective Agreement and subsequent negotiation of a new Collective Agreement, this Letter of Understanding will remain in force until March 31 of the year that is no less than two (2) years from the date of ratification of this Collective Agreement, and the letter shall then expire.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

DRAFT

LETTER OF UNDERSTANDING #12

BETWEEN

CAREWEST

- and -

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

RE: ADJUSTING FULL-TIME EQUIVALENCY

1. Regular Employees may submit requests to the Employer to decrease their FTE on a permanent basis. The Employer shall have the right to accept or reject any request for alteration of the Regular Employee's FTE.
 - (a) All requests by Regular Employees to adjust FTE's must be made in writing to the employee's supervisor/manager. The Employer shall provide the Union with a copy of the employee's request at the time the request is submitted. The Employer shall indicate approval or disapproval in writing to the employee and Union within twenty-one (21) days of the request.
 - (b) If a Regular Employee requests to decrease their FTE by zero point four zero (0.40) or less, the resulting FTE will be:
 - (i) posted in accordance with Article 29: Promotions, Transfers and Vacancies; or
 - (ii) reallocated amongst Regular Employees in accordance with this Letter of Understanding and the Employer shall advise the Union of the allocation of the residual FTE.
 - (iii) If FTE is reallocated instead of posted pursuant to paragraph 1(b)(ii), and the Employer has canvassed all Regular Employees in the department and classification, and no further interest exists or it cannot be allocated without violating scheduling provisions of this Collective Agreement, residual FTE of zero point two zero (0.20) or less is not subject to further reallocation or posting.
 - (c) If a Regular Employee requests to decrease their FTE by greater than zero point four zero (0.40) but less than zero point six zero (0.60), the Union and Employer shall meet to discuss how the residual hours may be distributed and/or posted. If the parties cannot agree, then the resulting

FTE will be posted in accordance with Article 29: Promotions, Transfers and Vacancies.

- (d) If a Regular Employee requests to decrease their FTE by more than a zero point six zero (0.60), the resulting FTE will be posted in accordance with Article 29: Promotions, Transfers and Vacancies and the Employer shall advise the Union of the posting number.
2. The Employer may approach Regular 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) Should the available FTE be zero point four zero (0.40) or less, the hours may be offered to other Regular Employees in the same classification by order of seniority.
 - (b) Should the available FTE exceed zero point four zero (0.40), the Union and Employer shall meet to discuss distribution of hours. If the parties cannot agree, the resulting FTE will be posted in accordance with Article 29: Promotions, Transfers and Vacancies.
 3. Regular positions that are changed as a result of an FTE increase or decrease must comply with Article 11: Work Schedules and Shifts.
 4. A Regular Employee may not request to adjust their FTE under this letter more than once per year.
 5. Where a request to change hours or work is approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work.
 6. This Letter of Understanding has no application to situations requiring a duty to accommodate under relevant legislation.

This Letter of Understanding will expire June 30, 2020.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

SALARIES APPENDIX PARAMEDICAL PROFESSIONAL

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	Pharmacist I									
	July 1, 2016	\$52.43	\$53.44	\$54.29	\$55.11	\$56.30	\$57.24	\$58.26	\$59.36	\$60.29
	July 1, 2017 0%	\$52.43	\$53.44	\$54.29	\$55.11	\$56.30	\$57.24	\$58.26	\$59.36	\$60.29
	July 1, 2018 0%	\$52.43	\$53.44	\$54.29	\$55.11	\$56.30	\$57.24	\$58.26	\$59.36	\$60.29
	July 1, 2019	Wage Re-Opener								
2a	Psychologist II									
	July 1, 2016	\$50.18	\$52.04	\$53.89	\$55.90	\$57.87	\$60.05	\$62.22	\$64.38	\$66.64
	July 1, 2017 0%	\$50.18	\$52.04	\$53.89	\$55.90	\$57.87	\$60.05	\$62.22	\$64.38	\$66.64
	July 1, 2018 0%	\$50.18	\$52.04	\$53.89	\$55.90	\$57.87	\$60.05	\$62.22	\$64.38	\$66.64
	July 1, 2019	Wage Re-Opener								
2	Psychologist I Speech Pathologist II									
	July 1, 2016	\$41.58	\$43.08	\$44.68	\$46.33	\$48.02	\$49.73	\$51.55	\$53.36	\$55.25
	July 1, 2017 0%	\$41.58	\$43.08	\$44.68	\$46.33	\$48.02	\$49.73	\$51.55	\$53.36	\$55.25
	July 1, 2018 0%	\$41.58	\$43.08	\$44.68	\$46.33	\$48.02	\$49.73	\$51.55	\$53.36	\$55.25
	July 1, 2019	Wage Re-Opener								
3	Dietitian I									
	July 1, 2016	\$37.85	\$39.23	\$40.77	\$42.19	\$43.72	\$45.38	\$46.96	\$48.64	\$50.33
	July 1, 2017 0%	\$37.85	\$39.23	\$40.77	\$42.19	\$43.72	\$45.38	\$46.96	\$48.64	\$50.33
	July 1, 2018 0%	\$37.85	\$39.23	\$40.77	\$42.19	\$43.72	\$45.38	\$46.96	\$48.64	\$50.33
	July 1, 2019	Wage Re-Opener								
4	Occupational Therapist I Physical Therapist I									
	July 1, 2016	\$37.30	\$38.61	\$40.06	\$41.53	\$43.04	\$44.68	\$46.33	\$47.96	\$49.65
	July 1, 2017 0%	\$37.30	\$38.61	\$40.06	\$41.53	\$43.04	\$44.68	\$46.33	\$47.96	\$49.65
	July 1, 2018 0%	\$37.30	\$38.61	\$40.06	\$41.53	\$43.04	\$44.68	\$46.33	\$47.96	\$49.65
	July 1, 2019	Wage Re-Opener								
5	Social Worker II									
	July 1, 2016	\$36.95	\$38.23	\$39.68	\$41.12	\$42.66	\$44.21	\$45.90	\$47.51	\$49.14
	July 1, 2017 0%	\$36.95	\$38.23	\$39.68	\$41.12	\$42.66	\$44.21	\$45.90	\$47.51	\$49.14
	July 1, 2018 0%	\$36.95	\$38.23	\$39.68	\$41.12	\$42.66	\$44.21	\$45.90	\$47.51	\$49.14
	July 1, 2019	Wage Re-Opener								

Pay Grade	Classification	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 9
6	Music Therapist									
	Recreational Therapist I									
	July 1, 2016	\$35.80	\$37.14	\$38.48	\$39.95	\$41.43	\$42.92	\$44.52	\$46.05	\$47.67
	July 1, 2017 0%	\$35.80	\$37.14	\$38.48	\$39.95	\$41.43	\$42.92	\$44.52	\$46.05	\$47.67
	July 1, 2018 0%	\$35.80	\$37.14	\$38.48	\$39.95	\$41.43	\$42.92	\$44.52	\$46.05	\$47.67
	July 1, 2019	Wage Re-Opener								

SALARIES APPENDIX PARAMEDICAL TECHNICAL

Pay Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	Rehabilitation Engineering Technician									
	July 1, 2016	\$33.99	\$35.20	\$36.45	\$37.74	\$39.08	\$40.48	\$41.91	\$43.24	\$44.75
	July 1, 2017 0%	\$33.99	\$35.20	\$36.45	\$37.74	\$39.08	\$40.48	\$41.91	\$43.24	\$44.75
	July 1, 2018 0%	\$33.99	\$35.20	\$36.45	\$37.74	\$39.08	\$40.48	\$41.91	\$43.24	\$44.75
	July 1, 2019	Wage Re-Opener								
	Health Information Management Assistant									
	July 1, 2016	\$30.79	\$31.78	\$32.99	\$35.09	\$37.38				
	July 1, 2017 0%	\$30.79	\$31.78	\$32.99	\$35.09	\$37.38				
	July 1, 2018 0%	\$30.79	\$31.78	\$32.99	\$35.09	\$37.38				
	July 1, 2019	Wage Re-Opener								
	Pharmacy Technician									
	July 1, 2016	\$30.79	\$31.78	\$32.99	\$35.09	\$37.38				
	July 1, 2017 0%	\$30.79	\$31.78	\$32.99	\$35.09	\$37.38				
	July 1, 2018 0%	\$30.79	\$31.78	\$32.99	\$35.09	\$37.38				
	July 1, 2019	Wage Re-Opener								
	Program Assistant									
	July 1, 2016	\$34.03	\$35.20	\$36.46	\$37.75	\$39.08	\$40.49	\$41.91	\$43.37	\$44.89
	July 1, 2017 0%	\$34.03	\$35.20	\$36.46	\$37.75	\$39.08	\$40.49	\$41.91	\$43.37	\$44.89
	July 1, 2018 0%	\$34.03	\$35.20	\$36.46	\$37.75	\$39.08	\$40.49	\$41.91	\$43.37	\$44.89
	July 1, 2019	Wage Re-Opener								

YEAR 3 WAGE RE-OPENER

1. Effective December 1, 2019, the parties will commence negotiations for a wage re-opener for Year 3 (July 1, 2019 to June 30, 2020).
2. The Parties agree that the only item open for negotiations shall be wages in the Salary Appendices and Addendums of the Collective Agreement and does not include pay grade adjustments for any specific classifications. This re-opener shall not be construed in any way as “opening the agreement” for negotiations on any other issues by either side.
3. If the Parties have not been able to agree upon the wage adjustment, at any time after December 1, 2019, either Party may give written notice to the other Party of its desire to submit resolution of the wage adjustment to interest arbitration before a three (3) member panel comprised of a nominee of both parties and a mutually acceptable chair.
4. If the Parties are unable to agree upon the Chair, the Director of Mediation Services shall appoint one.
5. The arbitration hearing shall be held no later than March 15, 2020. In reaching its decision, the arbitration panel shall consider the matters identified in Section 101 of the Alberta Labour Relations Code. Any wage adjustment under this wage re-opener shall be retroactive to July 1, 2019.

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

ON BEHALF OF THE
EMPLOYER:

ON BEHALF OF THE
UNION:

DATE: _____

DATE: _____

DRAFT