

**IN THE MATTER OF A MEDIATION OF THE COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(GENERAL SUPPORT SERVICES)  
(the “Union”)**

**and**

**ALBERTA HEALTH SERVICES and LAMONT HEALTH CARE CENTRE  
(collectively, the “Employer”)**

**MEDIATOR’S REPORT OF LYLE S. R. KANEE, Q.C.**

**JUNE 30, 2022**

## MEDIATOR'S REPORT OF LYLE S. R. KANEE, Q.C.

### INTRODUCTION:

[1] The Collective Agreement governing these parties expired on March 31, 2020. Notice to commence collective bargaining was served on December 6, 2019. Negotiations for a renewal agreement began in February 2020 but were interrupted by the COVID-19 pandemic. The parties resumed their negotiations remotely in February 2021 and continued meeting through to April 11, 2022. Much progress was made during these negotiations. However, on April 18, 2022, the parties applied to the Director, Mediation Services for the appointment of a mediator to conduct informal mediation pursuant to s. 64 of the *Labour Relations Code*. On April 28, 2022, the Director appointed me to serve as Mediator.

[2] I met with the parties from May 10, 2022 through to June 29, 2022. To the credit of both negotiation teams and their spokespersons, significant further progress was made during our discussions. The changes to the current collective agreement that the parties have agreed to in their direct negotiations and during mediation are contained in **Appendix "A"** to this report.

[3] Despite their best efforts, a gap remains between the parties' positions on several important issues. At the request of the parties, I have prepared my own recommendations for resolution of the remaining outstanding issues for consideration by the parties.

[4] My recommendations are not an evaluation of the parties' positions. I am not appointed as an interest arbitrator who assesses the parties' positions against various legislated factors and issues a decision. My task is to listen carefully to the interests of the parties as articulated in their discussions and the positions they have tabled and to offer a recommendation that reflects a compromise that has a reasonable chance of acceptance by both sides.

## RECOMMENDATIONS:

### A. Wage Adjustments

[5] The parties have agreed on a four-year term but have not agreed on the amount or timing of the wage adjustments during the term. The Union proposes the following wage adjustments:

April 1, 2020 - 0.00%

October 1, 2021 – 1.00%

September 1, 2022 - 1.25%

April 1, 2023 – 2.00%

[6] The Employer proposes:

April 1, 2020 – 0.00%

April 1, 2021 – 0.00%

January 1, 2023 – 1.00%

October 1, 2023 – 1.5% plus an additional 0.5% subject to a Gain Sharing Formula

[7] I recommend the following wage adjustments:

***April 1, 2020 – 0.00%***

***April 1, 2021 – 0.00%***

***September 1, 2022 – 1.25%***

***April 1, 2023 – 2.00%***

### B. Covid Recognition Lump Sum Payments

[8] The Union seeks additional payments to properly recognize the extraordinary efforts of its members during the Covid pandemic. The Employer proposes a payment of 1% to all employees for all hours worked from January 1, 2021 to December 31, 2021. I recommend the following Letter of Understanding be included in the Collective Agreement:

**RE: LUMP SUM PAYMENTS – RECOGNITION FOR SERVICES RENDERED DURING THE COVID-19 RESPONSE**

1. ***On the pay period following the date of ratification, each Employee shall be issued a one-time premium payment of 1.0% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021.***
2. ***For the purposes of this one-time lump sum payment “hours actually worked” includes:***
  - (a) Leaves of absence for Union business;***
  - (b) Other leaves of absence of one (1) month or less;***
  - (c) Time on sick leave with pay;***
  - (d) Absences while receiving Workers’ Compensation;***
  - (e) Educational leave up to 24 months; and***
  - (f) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.***
3. ***In addition to Item 1 above, Employees employed with the Employer on the date of ratification, shall be issued a one-time premium payment as follows:***
  - a. For Regular and Temporary Full-time Employees, a payment of \$1,400;***
  - b. For Regular Part-time, Temporary Part-time, and Casual Employees, a payment of \$1,400, pro-rated to all regular hours actually worked and paid at the Basic Rate of Pay between April 1, 2021 and March 31, 2022, to a maximum of 1.0 FTE;***

***This payment will be paid within ninety (90) calendar days after the ratification of this Collective Agreement.***

**C. Definition of Temporary Employee**

[9] The definition of “temporary employee” in Article 1.01(g) of the Collective Agreement currently reads, in part:

3. “Temporary Employee”, an Employee who is hired on a Temporary basis for a Full or Part-time position:
  - i) for a specific job of more than three (3) months and less than twelve (12) months, or for a specific job or of finite duration of between twelve (12) and twenty-four (24) months, where the funding is external to the Employer with the Union’s consent, such consent not to be unreasonably withheld.

[10] The Employer proposes that the definition be amended by the addition of the words in bold below:

3. “Temporary Employee”, an Employee who is hired on a Temporary basis for a Full or Part-time position:

i) for a specific job of more than three (3) months and less than twelve (12) months, or for a specific job or of finite duration of between twelve (12) and twenty-four (24) months, where the funding is external to the Employer **or outside of the manager’s operational funding**, with the Union’s consent, such consent not to be unreasonably withheld.

[11] The Union opposes the change in the definition.

[12] *I recommend that the definition of “temporary employee” remain current.*

#### **D. Article 16: Layoff and Recall and Article 19: Reclassification**

[13] Article 16.04(c) of the Collective Agreement provides wage protection to employees who receive notice of layoff and are placed in a position that has a lower maximum basic rate of pay than the employee was receiving upon the date of layoff. The Employer proposes to limit the extent of the wage protection by the addition of the words in bold below:

16.04 (c) In the event the Employee is placed in accordance with this Clause in a position which has a maximum Basic Rate of Pay less than the rate the Employee was receiving upon the date of layoff, their Basic Rate of Pay shall be maintained in that classification until such time as the Basic Rate of Pay in the lower classification exceeds their current rate of pay, **or for a period of twelve (12) months, whichever is earlier.**

[14] Article 19.05 of the Collective Agreement provides similar wage protection to employees who are reclassified to a lower basic rate of pay through no cause of their own. The Employer also proposes to limit the extent of the wage protection upon reclassification by the addition of the words in bold below:

19.05 An Employee whose position is reclassified to a lower Basic Rate of Pay through no cause of the Employee, shall have their Basic Rate of Pay maintained in that ~~classification~~ **position** until such time as the Basic Rate of Pay of the lower classification meets or exceeds their current Basic Rate of Pay, **the Employee voluntarily leaves that position, or for a period of twelve (12) months, whichever is earlier.**

[15] The Union opposes both of the proposed amendments which it characterizes as “concessions”.

[16] *I recommend that Articles 16.04 and 19.05 remain current.*

#### **E. Benefits and Flexible Spending Account**

[17] As reflected in Appendix “A”, the parties have agreed to reconfigure **benefits coverage for Chartered Psychologist/Master of Social Work/Addictions Counsellor** to eliminate the per-visit and 20 visit per year maximums and implement **a combined maximum of \$3000.00 per participant per benefit year**. However, the Union has sought a number of additional benefit improvements that the parties have been unable to agree upon. The Union also seeks to increase the annual Flexible Spending Account amount from \$850 to \$1100. I recommend the following additional benefit improvements be included in their agreement:

- *Increase coverage for Physiotherapy to \$50 per visit to a maximum of \$1,000 per participant per benefit year,*
- *Increase coverage for Massage Therapy to \$50 per visit to a maximum of \$1,000 per participant per benefit year, , and*
- *100% coverage for usual and customary eye examination every 24 months.*

*Benefits improvements would take effect the first day of the month following 90 days following ratification.*

*I also recommend that the Flexible Spending Account amount be increased to \$900 effective January 1, 2023.*

#### **F. Contracting Out/Severance**

[18] It is anticipated that Ancillary Retail Food Services in Edmonton and Calgary will be contracted out during the term of this Collective Agreement. The Union sought to limit the impact of this contracting out on bargaining unit members and to restrict any other contracting out during the Collective Agreement term. I recommend the following Letter of Understanding be included in the Collective Agreement:

**RE: NO CONTRACTING OUT -**

***The Parties agree to the following:***

1. ***No Contracting Out - The Employer shall not contract out to an external employer, any service currently provided by Employees of the Employer, unless:***
  - (a) ***the Employer has already issued a request for proposals (RFP) from external providers prior to June 29, 2022 (date of tentative agreement), or***
  - (b) ***the service is already being provided by an external provider.***

***This does not prevent the Employer from utilizing contracted service providers for temporary projects, where there are insufficient available internal Employees to complete the required work at the Basic Rate of Pay, or in cases of emergency.***

2. ***Other Organizational Changes - This does not prevent the Employer from making other organizational changes through attrition or through utilization of the provisions of Article 16 (Layoff and Recall).***
3. ***Notwithstanding item 1(a) above, the Employer will offer a voluntary severance option to Regular Employees who are employed in Ancillary Retail Food Services on June 29, 2022 (date of tentative agreement) on the basis of most senior to least senior in each Site before issuing layoff notice to any Employee impacted by the Ancillary Retail Food Services RFP. The severance entitlement will be administered as per Letter of Understanding #1 (Severance for Contracting Out, Organizational Change or Technological Change).***
4. ***This Letter of Understanding becomes effective on the date of ratification of this Agreement and shall expire on March 30, 2024.***

**G. Current Agreement**

[19] Except as set out above and as otherwise agreed to by the parties, I recommend “current agreement”.

**CONCLUSION:**

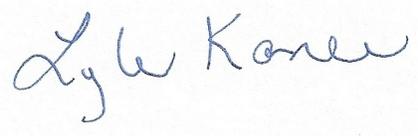
[20] I encourage the parties to consider these recommendations in the context of the entire tentative agreement they have reached.

[21] I thank both committees for their cooperation throughout and the professional manner in which this mediation was conducted.

[22] I also wish to acknowledge and express my appreciation for the extraordinary dedication and efforts of the members of this bargaining unit and their managers during the pandemic.

**Dated June 30, 2022.**

**Respectfully submitted,**

A handwritten signature in blue ink that reads "Lyle Kanee". The signature is written in a cursive, flowing style.

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**Lyle S. R. Kanee, Q.C.**

**EXHIBIT "A" TO THE MEDIATOR'S REPORT  
AGREED TO ITEMS**

<b>Article</b>	
	Preamble
<b>2</b>	Term of Collective Agreement
<b>3</b>	Union Recognition
<b>4</b>	Management Rights
<b>5</b>	Union Membership and Payment of Dues
<b>6</b>	No Discrimination / No Harassment
<b>7</b>	Union Stewards
<b>8</b>	Grievance Procedure
<b>9</b>	Discipline, Dismissal and Termination
<b>10</b>	Employee Management Advisory Committee
<b>11</b>	Health and Safety
<b>12</b>	Bulletin Boards
<b>13</b>	Supply of Uniforms
<b>13A</b>	Protective Clothing and Personal Protective Equipment
<b>14</b>	Probation
<b>15</b>	Seniority
<b>17</b>	Promotions, Transfers and Vacancies
<b>18</b>	Acting Incumbents
<b>20</b>	Hours of Work
<b>21</b>	Extended Hours of Work
<b>22</b>	Overtime
<b>23</b>	On-Call Duty
<b>24</b>	Call Back
<b>25</b>	Reporting Pay
<b>26</b>	Shift and Weekend Differential
<b>27</b>	Named Holidays
<b>28</b>	Annual Vacation
<b>29</b>	Sick Leave
<b>30</b>	Workers Compensation
<b>31</b>	Prepaid Health Benefits
<b>32</b>	Leave of Absence
<b>33</b>	Terms, Conditions & Benefits for Temporary & Casual Employees
<b>34</b>	Altitude and Hazard Differential
<b>35</b>	Pension Plan
<b>36</b>	Camp Allowance
<b>37</b>	Salaries
<b>38</b>	Transportation and Subsistence

39	El Premium Reduction
40	Contracting Out
<b>Letter Of Understanding</b>	
1	Severance for Contracting Out, Organizational Change or Technological Change
2	Multiple Positions
3	10 Month Position In Schools
4	Mutual Agreement to adjust FTE's
5	Remote-Hybrid Work Arrangements
6	Joint Task Force
8	Apprenticeship Program – AUPE General Support Services
9	Preceptor Pay for Unit Clerks, Laboratory Assistant I and II, Surgical Processors and Medical Transcriptionists
10	Distribution of Additional Hours
11	<i>Distribution of Additional Hours PILOT (Expired)</i>
12	Employee Benefits (Diabetic Coverage)
13	Standard Sick Leave Plan and Sick Leave Grandfathering ( <i>former CHA &amp; ACB</i> )
14	Terms and Conditions Applicable to Employees Working a Modified Eight (8) Hour Work Day [Excluding Power Engineers, Power Plant Operators and Maintenance Workers IV's Scheduled to Work and Eight (8) Hour Shift in a Power Plant Operations] ( <i>former CRHA</i> )
15	Market Supplement for Maintenance, Trades and Power Engineer Positions ( <i>former PCH</i> )
16	Northern Incentive Program
17	Supplement One – Flexible Work Schedule ( <i>former AADAC</i> )
18	Extended Hours of Work Power Engineers
19	Extended Work Day, and Power Engineers – Chinook Regional Hospital (42 Hour Work Week)
20	Adjustment of Bulletin Boards
21	Pilot Project: Expedited Arbitration Process
22	Workload Appeal Process
23	Joint Classification Committee
24	Gender-based Wage Equity
25	Joint Employer-Union Exclusions Review
26	Joint Benefits Committee
<b>NEW</b>	Lamont Health Care Centre Local Conditions ( <i>Remain as current language from the 2017 - 2020 AUPE/LHCC Collective Agreement</i> ) Article 8: Staff Development and Meetings Article 10: Seniority Article 14: Hours of Work and Extended Hours of Work Article 23: Casual and Temporary Employees Article 25: Named Holidays Article 27: Employee Benefits Plan Article 33: Layoff and Recall Letter of Understanding #2 Re: Employment in Multiple Positions Letter of Understanding #4 Re: Education Bursaries and Return Service Agreements

<b>Main Salary Scale/Addendums (Classifications)</b>	
	Main Salary Scale
	<b>Addendum A:</b> Local Conditions – Former Calgary Health Region and AADAC
	<b>Addendum B:</b> Temporary Holding Classifications (Current Incumbents Only) – Former Chinook and Palliser Health Regions
<b>NEW</b>	<b>Addendum C:</b> Salary Schedule – Lamont Health Care Centre



**Collective Agreement**

**Between**

**Alberta Health Services  
and  
Lamont Health Care Centre**

**and**

**Alberta Union of Provincial Employees**

**Expires March 31, 2024**

**General Support Services**

Article	Name	
	Preamble and Purpose	Current language
1	Definitions	In Mediator's Report
2	Term of Collective Agreement	In Mediator's Report
3	Union Recognition	Current language
4	Management Rights	Current language
5	Union Membership & Payment of Dues	Current language
6	No Discrimination/No Harassment	Current language
7	Union Stewards	Current language
10	Employee Management Advisory Committee	Current language
11	Health & Safety	In Mediator's Report
12	Bulletin Boards	Current language
13	Supply of Uniforms	Current language
13A	Protective Clothing & Personal Protective Equipment	Current language
14	Probation	Current language
15	Seniority	Current language
16	Layoff and Recall	In Mediator's Report
17	Promotions, Transfers & Vacancies	In Mediator's Report
18	Acting Incumbents	Current language
19	Reclassification	In Mediator's Report
20	Hours of Work	Current language
21	Extended Hours of Work	Current language with consequential amendments
22	Overtime	Current language
23	On-Call Duty	Current language
24	Call Back	Current language
25	Reporting Pay	Current language
26	Shift and Weekend Differential	Current language
27	Named Holidays	In Mediator's Report
28	Annual Vacation	Current language
29	Sick Leave	Current language
30	Workers' Compensation	In Mediator's Report
32	Leave of Absence	In Mediator's Report
34	Altitude & Hazard Differential	Current language
35	Pension Plan	Current language
36	Camp Allowance	Current language

37	Salaries	Current language
38	Transportation & Subsistence	Current language
39	Employment Insurance Premium Reductions	Current language
40	Contracting Out	In Mediator's Report
	Main Salary Schedule	In Mediator's Report
	Addendum A: Local Conditions – Calgary Zone and former AADAC	In Mediator's Report
	Addendum B: Current Incumbents Only – South Zone, Edmonton Zone & Dr. Cooke Extended Care Centre	In Mediator's Report
LOU	Name	
1	Severance for Contracting Out, Organizational Change or Technological Change	Current language
2	Multiple Positions	Current language
3	Ten (10) Month Positions in Schools	Current language
4	Mutual Agreement to Adjust FTEs	Current language
6	Joint Task Force	Current language
7	Flexible Spending Account	
8	Apprenticeship Program – AUPE General Support Services	Current language
9	Preceptor Pay For Unit Clerks, Laboratory Assistant I & II, Surgical Processors & Medical Transcriptionists	Current language
10	Distribution of Additional Hours	Current language
11	Distribution of Additional Hours – Pilot Project	In Mediator's Report
12	Employee Benefits (Diabetic Coverage)	Current language
13	Standard Sick Leave Plan and Sick Leave Grandfathering	Current language
14	Terms and Conditions Applicable to Employees Working a Modified Eight (8) Hour Work Day [Excluding Power Engineers, Power Plant Operators & Maintenance Workers IV's Scheduled to Work an Eight (8) Hour Shift in a Power Plant Operation]	Current language with consequential amendments
15	Market Supplement For Maintenance, Trades & Power Engineer Positions	Current language
16	Northern Incentive Program	Current language
17	Supplement One – Flexible Work Schedule	Current language

18	Extended Hours of Work Power Engineers	Current language with consequential amendments
19	Extended Work Day, & Power Engineers – Chinook Regional Hospital (42 Hour Work Week)	Current language with consequential amendments
20	Adjustment of Bulletin Boards	Current language
21	Pilot Project: Expedited Arbitration Process	Current language
22	Workload Appeal Process	Current language with consequential amendments
23	Joint Classification Committee	Current language
24	Gender-Based Wage Equity	Current language
25	The Joint Employer-Union Exclusions Review	Current language
27	Supplementary Health Plan Improvement	Current language
Local Conditions for Lamont Health Care Centre GSS		
Article	Name	
8	Staff Development and Meetings	
<u>10</u>	<u>Seniority</u>	<i>This Article replaces Article 15: Seniority</i>
14	Hours of Work and Extended Hours of Work	<i>This Article replaces Article 20: Hours of Work and Article 21: Extended Hours of Work and subject to any consequential amendments as required.</i>
23	Casual and Temporary Employees	<i>This Article replaces Article 33: Terms, Conditions and Benefits of Employment Applicable to Temporary and Casual Employees and subject to any consequential amendments as required.</i>
25	Named Holidays	<i>This Article replaces Article 27: Named Holidays and subject to any consequential amendments as required.</i>
27	Employee Benefits Plan	<i>This Article replaces Article 31: Prepaid Health Benefits</i>
33	Layoff and Recall	<i>This Article replaces Article 16: Layoff and Recall and subject to any consequential amendments as required.</i>
LOU	Name	
2	Employment in Multiple Positions	<i>This Letter of Understanding replaces Letter of Understanding #2 Re: Multiple Positions</i>
4	Education Bursaries and Return Service Agreements	

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

8.01 **Grievance Definitions**

A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 8.05 except in cases of suspension which will commence at Step 2 or dismissal which will commence at Step 3; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Clause 8.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within twenty (20) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding Clause 8.01(a), (b) and (c) and Clause 8.05 the Parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

8.02 **Authorized Representatives**

Every effort should be made to resolve problems at the local level prior to going to written grievance. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion.

- (a) An Employee may be assisted and represented by a Union Steward and/or Representative when presenting a grievance.
- (b) The Employer agrees that the Union Steward and/or Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no Union Steward shall leave their work without obtaining consent from their supervisor which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of regular earnings at the applicable rate of pay for time spent in the performance of their duties involving a grievance provided that the Union Steward does not leave the Employer's premises.

- (c) When processing a grievance, a Union Steward and/or Representative shall approach members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources Office or immediate Supervisor who is not within the scope of this Collective Agreement. Such approval shall not be unreasonably withheld.

8.03 **Time Limits**

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 27: Named Holidays.

8.04 **Mandatory Conditions**

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (d) A suspension grievance shall commence at Step 2. A dismissal grievance shall commence at Step 3.

8.05 **Steps in the Grievance Procedure**

- (a) Step 1 (Immediate Supervisor who is not within the scope of this Collective Agreement)

An Employee who has a grievance shall first discuss the matter with their immediate supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

- (b) Step 2 (Director of the Department, or Designate)

If:

- (i) an individual grievance, within fifteen (15) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance; or
- (ii) a group grievance, within fifteen (15) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought, to the appropriate Human Resources Department. The Director of the Department or Designate shall reply in writing within ten (10) days of receiving the grievance. At the request of either Party, a grievance meeting shall be held prior to providing a written reply. If the grievance is not settled at this stage, it may be advanced to Step 3.

- (c) Step 3 (Vice President, **or Chief Executive Officer for Lamont Health Care Centre**; or Designate)

Within ten (10) days of the reply from the Director of the Department or Designate or for a dismissal grievance, within fifteen (15) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance, the Employee shall submit the grievance in writing to the appropriate Human Resources Department. The Vice President or Designate shall hold a meeting and render a written decision within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a Union Steward and/or Union Representative present during the meeting. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

- (d) Grievance meetings referred to in Clause 8.05 may include a teleconference or videoconference.

8.06

**Arbitration**

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Clause 8.06(a) above, the Party receiving such notice shall:
- (i) inform the other Party of the name of its appointee to an Arbitration Board; or
  - (ii) arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the Parties, they shall within seven (7) days endeavor to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Code*.
- (d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present; assure a full fair hearing, and shall render the decision, in writing to the Parties within fourteen (14) days after the completion of the hearing.
- (e) In the case of an Arbitration Board, the Chairman shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the Parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.

- (g) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) Parties to the dispute.
- (h) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

8.07

**Optional Mediation**

The Parties may mutually agree to non-binding mediation:

- (a) If the grievance is not resolved at Step 3, either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties.
- (c) 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 will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the Parties.

**ARTICLE 9**

**DISCIPLINE, DISMISSAL AND TERMINATION**

9.01

Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within fifteen (15) days (excluding Saturday, Sundays and Named Holidays) of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The Employer will provide a copy of written disciplinary action (including written reprimand, suspension or dismissal) to the Union within five (5) days (excluding Saturday, Sundays and Named Holidays) of the discipline. An Employer request to extend these time lines, in order to complete a proper investigation, shall be by mutual consent in writing by the Parties.

9.02

**Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known; unless the Employer believes that there is a significant safety risk to patient(s), public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.**

9.03

After eighteen (18) months of continuous service, **exclusive of absences of thirty (30) consecutive days or more** from the date the disciplinary measure was invoked, an Employee's official Human Resources file will be deemed cleared of any record of the disciplinary action, providing the Employee's file does not contain any further record of disciplinary action, during that eighteen (18) month period, of which the Employee is aware.

9.04

- (a) The Employer agrees that access to an Employee's Human Resources file shall be provided to the Employee, upon written request, once in every year.

- (b) Upon written request, a grievor shall be permitted to review their Human Resources file in the event of a difference or grievance. They may request a representative of the Union to be present at such time.
- (c) Upon written request, an Employee shall be given a copy of any documents in such file pertinent to the difference or grievance.
- (d) Employees may be charged a fee for copies where there is more than one request in a twelve (12) month period.

9.05 Any Employee who is to be disciplined, apart from discipline of a minor nature which does not become a part of the Employee's Human Resources file, shall be entitled to have a Union Steward present at the meeting. Where circumstances permit, the Employer shall schedule a disciplinary meeting with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours in order to arrange the attendance of a Union Steward. The Union may request an extension of twenty-four (24) hours in order to arrange the attendance of a Union Steward or Union Representative, such request shall not be unreasonably denied. During such a meeting, the Union Steward shall not become involved in discussions other than to advise the Employee of their rights or recommend a course of action to the Employee.

The right of the Employer to:

- (a) interview third parties, or
- (b) take action required to maintain order and protection of property;

shall not be restricted.

It is the sole responsibility of the Employee and the Union to arrange the attendance of such Union Steward. When it becomes necessary for a Union Steward to leave their job for this purpose, the Steward will give their Supervisor as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave their job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon approval of the Department Head or authorized alternate, which approval shall not be unreasonably withheld.

9.06 An Employee required by the Employer to attend a disciplinary or investigation meeting shall be paid at the applicable rate of pay for time spent in that meeting.

9.07 An Employee absent for three (3) consecutive working days without good and proper reason will be considered to have terminated their employment with the Employer.

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

9.09 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.

**ARTICLE 21**  
**EXTENDED HOURS OF WORK**

- 21.01 The Parties may implement an extended system of hours of work by mutual agreement in writing between the Employer and the Union. If either Party wishes to terminate such an agreement, thirty (30) calendar days written notice shall be provided to the other Party prior to such change being effective. The Employer and the Union acknowledge and confirm that with the exception of the specific terms and conditions provided within this Article, when the extended hours of work are implemented, all other Articles in this Collective Agreement shall remain in full force and effect.
- 21.02
- (a) Employees working extended hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been extended. This will result in no loss or gain in Employee benefits and entitlements.
  - (b) Regular hours of work for Full-time Employees, exclusive of meal breaks, shall:
    - (i) not be greater than twelve (12) hours per shift, and shall be equivalent to thirty-eight and three-quarter (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule and two thousand twenty-two and three-quarter (2,022.75) hours per year; or
    - (ii) not be greater than twelve (12) hours per shift, and shall be equivalent to forty (40) hours per week averaged over one (1) complete cycle of the shift schedule and two thousand eighty-eight (2,088) hours per year.
  - (c) Regular hours of work, inclusive of meal breaks, for Regular Full-time Power Engineers, Control Centre Operators and Maintenance Worker IV's in a Power Plant Operation shall be eighty (80) hours averaged over one (1) complete cycle of the shift schedule and two thousand eighty-eight (2,088) hours per year as determined by the Employer.
  - (d) Regular hours of work for Part-time Employees, exclusive of meal breaks, shall not be greater than twelve (12) hours per shift, and shall be less than the hours in Clause 21.02(b).
  - (e) Notwithstanding (d) above, hours of work inclusive of meal breaks for Regular Part-time Power Engineers, Control Centre Operators and Maintenance Worker IV's in a Power Plant Operation shall not be greater than twelve (12) hours per shift, and shall be less than the hours specified in Clause 21.02(c).
  - (f) Employees shall not be scheduled to work more than four (4) consecutive shifts of eleven (11) hours or greater, or five (5) consecutive shifts of less than eleven (11) hours except by mutual agreement between the Employee and the Employer.
  - (g)
    - (i) Regular Full-time Employees working shifts pursuant to Clause 21.02(f) who are required to rotate shifts, shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances arise, an Employee may be assigned such shifts as may be necessary.
    - (ii) For the purpose of adopting Clause 21.02(g)(i) above, a Regular Full-time Employee will be deemed to be working day duty for those periods of time absent on vacation and Named Holidays, sick leave, bereavement leave or any other leave pursuant to this Collective Agreement.

- (h) Regular hours of work shall be deemed to:
  - (i) Include a fifteen (15) minute rest period for each four (4) hours of work, two (2) rest periods of which may be combined by mutual agreement between the Employer and the Employee.
  - (ii) For Employees other than those listed in Clause 21.02(c) and (e), exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer for each period of five (5) hours of work. In making this determination the Employer will consider the preference of the Employee as to the scheduling of this meal period.
  - (iii) Meal periods shall not be scheduled in the first two (2) or the last two (2) hours of the shift except by mutual agreement between the Employer and the Employee.

- (i) Regular Employees may exchange shifts amongst themselves provided that:
  - (i) the exchange is agreed to in writing between the affected Employees; and
  - (ii) prior approval of such an exchange has been given by the Employees' immediate supervisor.

Such exchange shall be recorded on the shift schedule for payroll recording and will not be deemed a violation of the scheduling provisions of this Article, nor shall it result in any extra cost for the Employer.

- (j)
  - (i) The applicable shift differential premium shall be paid to an Employee for each regularly scheduled hour worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours provided that greater than two (2) hours are worked during this period.
  - (ii) Employees working extended hours of work to earn days off will not be entitled to receive shift differential premium under this Article.

- (k) Sick leave will be accumulated in accordance with Article 29: Sick Leave, and will be paid, where the Employee is eligible for such payment, at the Basic Rate of Pay when granted within the scheduled extended hours of work.

- (l) Bereavement leave or any other paid leave of absence, granted within the scheduled extended hours, will be at the Employee's Basic Rate of Pay for those approved hours for which the Employee is eligible.

- (m) For the purpose of adopting extended hours of work, Clauses 20.02, 20.03, and 20.07(c), (d), and (e) shall not apply.

- (n) A Regular Full-time Employee covered by this Article shall be entitled to the eleven (11) Named Holidays and "Floater" holiday as specified in Article 27: Named Holidays, and shall be paid for these holidays at their Basic Rate of Pay when granted within the scheduled extended hours to a total of ninety-three (93) and ninety-six (96) hours per annum dependant on the Employees' regular hours of work.

A Full-time Employee who works on a Named Holiday shall be paid for all hours worked on the Named Holiday at one point five times (1.5X) the Basic Rate of Pay plus:

- (i) one regular day's pay: or

- (ii) a mutually agreeable day off with pay within sixty (60) calendar days either before or after the holiday; or
  - (iii) by mutual agreement, a day added to the Employee's next annual vacation.
- (o) A Full-time Employee who works on Christmas Day and/or on the August Civic Day, shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay, plus:
  - (i) one (1) regular day's pay; or
  - (ii) a mutually agreeable day off with pay within sixty (60) calendar days either before or after the holiday; or
  - (iii) by mutual agreement, a day added to the Employee's next annual vacation.
- (p) A Regular Employee covered by this Article shall be entitled to the hours of earned vacation in accordance with Article 28: Vacation, and shall be paid for earned vacation at their Basic Rate of Pay for the scheduled extended hours that the Employee would have worked had they not been on vacation.
- (q) A Regular Full-time Employee shall be paid overtime for:
  - (i) time worked in excess of the scheduled extended hours of work; or
  - (ii) time worked when an Employee is called back to duty beyond the Employee's normal working hours pursuant to Article 24: Call Back; or
  - (iii) time worked on an Employee's scheduled day(s) off, however, this shall not apply if a scheduled day off is changed by giving not less than seven (7) calendar days notice.
- (r) Regular Part-time Employees shall be paid overtime for:
  - (i) any time worked in excess of the scheduled extended hours of work one (1) day; or
  - (ii) any time worked when the total of hours worked exceeds the weekly hours outlined in Clause 21.02(c) averaged over one (1) complete cycle of the shift schedule.
- (s) Where an Employee works overtime on a Named Holiday, the Named Holiday pay as outlined in Clause 21.02(n)(i), (ii) and (iii) shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday (except August Civic Holiday and Christmas Day) shall be paid at a rate of two and one-half times (2 1/2X) the applicable Basic Rate of Pay. Pay for overtime hours worked on August Civic Holiday and/or Christmas Day shall be paid at three times (3X) applicable Basic Rate of Pay.
- (t) In implementing these Extended Hours of Work, the Employer and the Union may vary the terms of this Article through mutual agreement in writing.

**ARTICLE 31**  
**PREPAID HEALTH BENEFITS**

31.01 When the enrolment and other requirements of the insurer(s) as indicated in the contracts with the insurers have been met, the Employer shall implement the following group plans in accordance with the Alberta Health Services Standard Plan:

- (a) Alberta Health & Wellness Insurance Plan;
- (b) A Supplementary Health Plan;
- ~~(c) A Dental Plan, which provides for the reimbursement of at least eighty percent (80%) of eligible basic services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Schedule. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to combined Basic and Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person;~~

**Effective April 1, 2019, Clause 31.01(c) will be amended as follows:**

- (c) A Dental Plan, which provides for the reimbursement of at least eighty percent (80%) of eligible basic services; fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Usual and Customary Fee Guide. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to combined Basic and Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person;
- (d) Group Life Insurance;
- (e) Basic Accidental Death and Dismemberment;
- (f) Short-Term Disability (STD) [income replacement for a period of one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a ~~fourteen (14)~~ **seven (7)** day elimination period where applicable.] The STD shall become effective on the first (1<sup>st</sup>) 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)~~ **seven (7)** calendar day elimination period, the STD shall commence on the ~~fifteenth (15<sup>th</sup>)~~ **eighth (8<sup>th</sup>)** day following the commencement of non-hospitalized sickness;
- (g) Long-term Disability (LTD) [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period].

31.02 Enrolment by:

- (a) Regular Full-time Employees;
- (b) Regular Part-time Employees, whose regularly scheduled hours of work are at least fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

Shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

- 31.03 The premiums for the plans outlined in Clause 31.01 will be cost-shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 31.04 The administration of benefits specified in Clause 31.01 shall, at all times, be subject to and governed by the terms and conditions of the policies and contracts entered into with the underwriters of the Plans.
- 31.05 The Employer shall make available to eligible Employees brochures outlining the above Plans.
- 31.06 The Employer will provide one (1) copy of each of the plans to the Central Office of the Alberta Union of Provincial Employees.

### **ARTICLE 33**

#### **TERMS, CONDITIONS AND BENEFITS OF EMPLOYMENT APPLICABLE TO TEMPORARY AND CASUAL EMPLOYEES**

- 33.01 Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13A, 17, 18, 19, 25, 26, 34, 37 and 38 shall apply to Temporary and Casual Employees.
- 33.02 **Probation (Article 14)**
- (a) Temporary and Casual Employees shall be on probation for five hundred and three point seven five (503.75) regular hours worked, exclusive of training. If an Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or their employment terminated, in writing, at any time during the probationary period without notice and without recourse to the grievance procedure. An Employee will be kept advised of their progress during the probationary period.
- (b) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of five hundred and three point seven five (503.75) regular hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, their employment may be terminated, in writing, without notice and without recourse to the grievance procedure.
- 33.03 **Seniority (Article 15)**
- Article 15: Seniority shall apply to Temporary Employees.
- 33.04 **Hours of Work (Article 20)**
- (a) The provisions of Article 20 as it relates to Full-time Employees apply to Temporary Employees who are employed in a full-time capacity.
- (b) The provisions of Article 20 as it relates to Part-time Employees, applies to Temporary Employees who are employed in a part-time capacity.
- (c) The provisions as outlined below apply to Casual Employees:
- (i) Hours of work for a Casual Employee shall be up to seven and three-quarter (7 3/4) or eight (8) hours in a day as applicable.

- (ii) Except for Employees identified in Clause 20.06(b), hours of work shall exclude an unpaid meal break of not less than one-half (1/2) hour for shifts worked greater than five (5) hours. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (iii) Employees covered under Clause 20.06(b) shall be provided with a paid meal break at the Basic Rate of Pay for not less than one-half (1/2) hour for shifts worked greater than five (5) hours.
- (iv) A paid rest period of fifteen (15) minutes will be permitted during each full period of three point eight seven five (3.875) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period.
- (v) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preference.
- (vi) When time is converted to Mountain Standard Time in accordance with the *Daylight Savings Time Act* regular hours of work shall be extended to include the additional hour and the Employee shall be paid at the overtime rate for that hour.
- (vii) When time is converted to Day Light Savings Time in accordance with the *Daylight Savings Time Act* the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for that shift reduced by one (1) hour.

33.05

**Overtime (Article 22)**

- (a) The provisions of Article 22 as it related to Regular Full-time Employees applies to Temporary Employees who are employed in a temporary full-time capacity.
- (b) The provisions of Article 22 as it relates to Regular Part-time Employees shall apply to Temporary Employees who are employed in a temporary part-time capacity.
- (c) Casual Employees shall be paid overtime rates as provided in Clause 22.12 for:
  - (i) time worked in excess of seven and three-quarter (7 3/4) hours per day [or eight (8) hours as applicable], or hours worked in excess of extended shift hours where such are in place as provided in Article 21; or
  - (ii) any time worked by a Casual Employee in excess of the total of hours of work assigned to a full-time position in each consecutive and non-inclusive fourteen (14) calendar day period [i.e. seventy-seven point five (77.5) hours or eighty (80) hours] averaged over one (1) complete cycle of the shift schedule.

33.06

**On-Call Duty (Article 23)**

The provisions of Clause 23.01 apply to Temporary Employees who are employed in a full-time or part-time position.

33.07

**Call-Back (Article 24)**

The provisions of Article 24 apply to Temporary Employees who are employed in a full-time or part-time position.

33.08

**Named Holidays (Article 27)**

- (a) The provisions of Article 27 as it relates to Regular Full-time Employees applies to Temporary Employees who are employed in a temporary full-time capacity.
- (b) The provisions of Article 27 as it relates to Regular Part-time Employees applies to Temporary Employees who are employed in a temporary part-time capacity.
- (c) Casual Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of their Basic Rate of Pay in lieu of Named Holidays
- (d) Casual Employees required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for all hours worked on the Named Holiday.
- (e) Casual Employees required to work on Christmas Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) or eight point zero (8.0) hours as applicable.
- (f) Casual Employees required to work on August Civic Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) or eight point zero (8.0) hours as applicable.
- (g) Casual Employees required to work overtime on a Named Holiday (except August Civic Holiday and Christmas Day) shall be paid at two and one-half times (2 1/2X) their Basic Rate of Pay for all overtime hours worked on the Named Holiday.
- (h) Casual Employees required to work overtime on August Civic Holiday and/or Christmas Day shall be paid at three times (3X) their Basic Rate of Pay for all overtime hours worked.

33.09

**Annual Vacation (Article 28)**

- (a) The provisions of Article 28 as it relates to Regular Full-time Employees applies to Temporary Employees who are employed in a temporary full-time capacity.
- (b) The provisions of Article 28 as it relates to Regular Part-time Employees applies to Temporary Employees who are employed in a temporary part-time capacity.
- (c) Casual Employees shall be paid, in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of annual vacation. Casual Employees shall be allowed up to three (3) weeks off, without pay, for their vacation.

33.10

**Sick Leave (Article 29)**

The provisions of Article 29 apply to Temporary Employees who are employed in a full-time or part-time position.

33.11

**Workers Compensation (Article 30)**

- (a) The provisions of Article 30 apply to Temporary Employees who are employed in a full-time or part-time position.
- (b) The provisions of Clause 30.01 shall apply to Casual Employees.

33.12

**Prepaid Health Benefits (Article 31)**

Article 31 is amended as follows:

- (a) The provisions of Clause 31.02(a) apply to Temporary Full-time Employees who are hired in a Temporary position for a period of six (6) months or longer.
- (b) The provisions of Clause 31.02(b) apply to Temporary Part-time Employees whose regularly scheduled hours of work are at least fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule and who are hired for a period of six (6) months or longer.

33.13

**Leave of Absence (Article 32)**

- (a) The provisions of Clauses 32.03 and 32.07 shall apply to Temporary Employees who are employed in a full-time or part-time position.
- (b) Casual Employees will be entitled to time-off without pay in lieu of Bereavement Leave pursuant to Clause 32.03.

33.14

**Salary Increment**

Temporary and Casual Employees shall be entitled to salary increase as provided in the salary schedule upon the completion of the same number of regular hours of work as a Full-time Employee.

33.15

**Casual Termination**

**Provided the hours have been made available by the Employer, a Casual Employee who has not worked any hours within a six (6) month period with the Employer, without making prior arrangements with Employer approval that would allow for a period of inactivity, will be deemed to have terminated their services with the Employer.**

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TELEWORKING REMOTE OR HYBRID WORK ARRANGEMENT AGREEMENT**

This Letter of Understanding shall apply to Employees who agree with the Employer to a Remote or Hybrid Work Arrangement. Unless an approved Remote or Hybrid Work Arrangement Agreement is in place between an Employee and the Employer, work will be completed at an assigned Employer Site as directed by the Employer.

All responsibilities and performance expectations will apply during the Remote or Hybrid Work Arrangement.

The Collective Agreement applies to Employees covered by this teleworking Remote or Hybrid Work Arrangement agreement except as modified below.

**Definition**

~~“Teleworking”~~ A **“Remote or Hybrid Work Arrangement”** shall mean work performed by Employees who use computers and telecommunication equipment to work ~~at home or~~ at an approved Remote Site approved by the Employer. **This work may be performed at the approved Remote Site for all or a subset of scheduled shifts as approved by the Employer.**

A **“Remote Work Arrangement”** shall mean work performed by Employees who use computers and telecommunication equipment to work at an approved Remote Site.

A **“Hybrid Work Arrangement”** shall mean work performed by Employees who use computers and telecommunication equipment to work from both an Employer/ contracted service provider/ client/ patient Site(s) ( as appropriate) and an approved Remote Site.

An **“Employer Site”** shall mean any facility, property or ground owned, operated, leased or funded by the Employer.

An approved **“Remote Site”** shall mean any location that is not an Employer facility, property or ground owned, operated, leased or funded by the Employer.

The **“Assigned Site”** shall mean a single Employer Site assigned to an Employee designated by the Employer at the time of entering a Remote or Hybrid Work Arrangement Agreement (i.e. home site).

~~This Letter of Understanding shall apply to Employees who agree with the Employer to telework.~~

~~All responsibilities and performance expectations will apply during teleworking.~~

**Terms of Agreement**

~~1. Should the Union or the Employer desire to discontinue the teleworking agreement, either Party shall provide sixty (60) calendar days written notice to the other Party.~~

1. An Employee **or the Employer** may discontinue ~~teleworking~~ **the Remote or Hybrid Work Arrangement** by providing sixty (60) calendar days written notice to the ~~Employer~~ **other Party** or such shorter period as may be mutually agreed between the Employee and Employer.

2. **Where the Employer identifies issues with the performance of an Employee working remotely, the Employer may require that the Employee report to work at their Assigned Site, or another Employer Site by mutual agreement, to enable such issues to be addressed.**
- ~~3. In the event of an emergent situation, the Employer may terminate this agreement and the sixty (60) calendar days notice period shall not apply.~~
3. The sixty (60) calendar days notice period shall not apply when the Employee is removed from the agreement for cause.
4. The Employee shall be directed to report to ~~an assigned work site~~ **the Employee's Assigned Site** when ~~teleworking~~ **the Remote or Hybrid Work Arrangement** is discontinued in accordance with the above.
5. An Employee may be temporarily reassigned to an alternate ~~work~~ **Employer** site, **withing fifty (50) kilometers of the Employee's Assigned Site, or another Employer Site by mutual agreement**, for operational reasons.
6. Nothing in ~~this teleworking~~ **the Remote or Hybrid Work Arrangement** agreement prevents the Employer from disciplining or terminating an Employee in accordance with Article 9: Discipline, Dismissal and Termination of the Collective Agreement.
7. It is expected that the Employee be available for work during scheduled hours as posted, **unless pre-approved by the Employer.** ~~However, the Employee has the flexibility to structure the seven point seven five (7.75) hours of work between zero zero zero one (0001) and twenty four hundred (2400) hours provided that the Employee receives prior approval from the Employer.~~
8. An Employee shall not be entitled to shift and/or weekend differential except when directed by the Employer to work during hours that qualify for shift and/or weekend differential.
9. An Employee shall not be entitled to overtime payment except when directed by the Employer to work in excess of the normal hours of work as defined in Article 20: Hours of Work **or Article 21: Extended Hours of Work** of the Collective Agreement.
10. **Articles 24.01, 24.02 and 24.05 (Call Back) will be amended as follows:**
11. An Employee shall be entitled to include travel time as part of their scheduled shift when ~~all of the following conditions are met:~~
  - ~~(a) Travel time is required~~ **and approved during their scheduled shift between Employer Sites.** ~~between the hours of zero eight hundred (0800) and sixteen fifteen (1615) hours.~~
  - ~~(b) the Employee continues their shift and there is no disruption to work activity other than travel time back to the place of work.~~
12. An Employee shall be entitled to claim mileage in accordance with Article 38: Transportation and Subsistence when business travel is required **and approved between Employer Sites.** ~~between zero eight hundred (0800) and sixteen fifteen (1615) hours.~~
13. The Employee shall be available to attend work at ~~Alberta Health Services'~~ **the Employee's Assigned Site or at an alternate Employer Site within fifty (50) kilometers of the Employee's Assigned Site, or another Employer Site by mutual agreement** for meetings, training, in-services, projects, ~~or~~ performance appraisals, **or other work required to be completed onsite** etc. as directed by the Employer.
14. An Employee shall be reimbursed for necessary parking expenses at sites other than their Assigned site in accordance with Employer policy.

15. The Employer may visit the ~~home office~~ **approved Remote Site** for business and inspection purposes, however, the Employee will receive twenty-four (24) hours notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours of the administrative offices of the Employer, except in cases of emergency.
16. The Employee shall report all of their absences from work to their immediate supervisor or designate.
17. It is understood that dependent care provisions will be in place during hours of work.

DRAFT

**TELEWORKING REMOTE OR HYBRID WORK ARRANGEMENT AGREEMENT**  
**TERMS AND CONDITIONS**

**Equipment:**

1. The Employer will provide ~~all~~ **one set of applicable Information Technology (IT) equipment and supplies** required for ~~teleworking~~ **the Remote or Hybrid Work Arrangement**. A written inventory of equipment and furniture will be maintained throughout the life of the arrangement. **Equipment provided (with applicable software) will be dependent upon job requirements as determined by the Employer.**
2. All **Employer issued** equipment shall be the cost, responsibility, and property of the Employer. The Employer will provide maintenance and repair of its equipment as a result of normal usage. The Employee will be responsible for ~~delivery~~ **the pick-up, exchange and return** of the equipment to the appropriate **Employer Site** for the purposes of repair, **replacement** or upgrade (follow "Bringing Equipment On Site" procedure).
3. The Employee shall be responsible for the cost of repairs to equipment that result from non-work related incidents. Costs incurred by the Employer in repairing equipment resulting from non-work related incidents shall be deducted from the Employee's next payroll cheque, or by some other arrangements acceptable to the Employer.
4. The initial implementation and final dismantling costs **at the Remote Site** will be the responsibility of the Employee. If, ~~however,~~ the Employee moves and does not pay for the move and reconnection of equipment and related resources, the ~~Teleworking~~ **Remote or Hybrid Work Arrangement** will automatically terminate and the Employee will be required to report to an **Assigned Employer Site** for regular assigned shifts. Costs associated with implementation and dismantling resulting from the Employee moving residences will be the responsibility of the Employee and must meet the Employer's standards.
5. Equipment ~~and supplies~~ **and Employer information** in the possession of the Employee must be returned **to the Employer** within 24 hours of the termination of ~~this Letter of Agreement, the Teleworking a Remote or Hybrid Working Arrangement,~~ or employment.
6. **Use of all Employer provided equipment must adhere to the Employer policies (e.g. IT Acceptable Use Policy).**
7. **The Employee will be responsible for the safe-keeping and security of all provided equipment.**
8. **The Employer is not responsible for the use of, support, or payment for any Employee owned or leased equipment and software (e.g. monitors; printers).**

**Confidentiality/Security/Insurance:**

1. The ~~teleworking~~ **Remote or Hybrid Work Arrangement** Employee must:
  - (a) ~~provide secured space (room with a lockable door or other arrangement suitable to the Employer) for teleworking that~~ **maintain privacy, ensure confidentiality and security of information at the Remote Site in a location which** is isolated from distractions and conducive to work;
  - (b) **pay all necessary personal home expenses such as heat, power, and insurance and high-speed internet connectivity with adequate performance required to fulfill the duties of their job;**

- (c) **not print any Employer or Patient information at a Remote Site or any other non-Employer Site;**
  - (d) inform their insurance company in writing as to the existence of the ~~Teleworking~~ **Remote or Hybrid Work Arrangement**, including the fact that the equipment is the property of the Employer and covered by ~~Alberta Health Services~~ **Employer** insurance but that the Employee will be using it in their home; ~~and~~
  - (e) immediately report all thefts to the Police and the **Employer** Department/Program; **and**
  - (f) **ensure that no unauthorized person has access to Employer IT resources, including computers, virtual private network (VPN) devices and mobile devices.**
2. It is recommended that the Employee advise their automobile insurance company of the requirement to occasionally use their vehicle for business purposes.
  3. Use of software, systems, applications or data shall be in accordance with the Employer's policy. Only those that are necessary, as part of normal assigned duties shall be loaded on the computer supplied by the Employer. Equipment supplied by the Employer shall only be used for the purpose of completing Alberta Health Services work.
  4. The ~~teleworking~~ Employee shall strictly adhere to all system and application security procedures. System passwords must not be divulged.
  5. **Employer and Patient information is not to be saved on Employee's personal devices** ~~the hard drive, if one is in place.~~ Any hard copy paper documents containing confidential information shall be returned in a secure manner to ~~Alberta Health Services~~ **the Employer** for destruction.
  6. **All Employer policies regarding information security and privacy, appropriate access to information, and appropriate use of internet and Employer IT resources apply to working from a remote work location, as they would in a designated Employer Site.**
  7. The ~~teleworking~~ Employee's work area in their residence is considered a worksite, and as a result compliance with *Alberta Occupational Health and Safety Act, Code, and Regulations* is required.

**Employees must report any work-related injury to their supervisor and through the Employer's safety-reporting system (e.g. MySafetyNet) immediately.**

**Employees must complete the Employer Workplace Health and Safety – Working Alone online course on MyLearningLink within three (3) months of commencing a Remote or Hybrid Work Arrangement.**

I have read, understood and agree to the above Terms and Conditions.

I have received and reviewed the attached enclosures.

**Assigned Site:** \_\_\_\_\_

**Approved Remote Site:** \_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**Enclosures:**

- Copy of Letter of Agreement*
- Absence Procedure*
- Downtime Procedure*
- Bringing Equipment On Site Procedure*

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

(former Calgary Health Region)

- and -

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TERMS AND CONDITIONS APPLICABLE TO EMPLOYEES WORKING A MODIFIED EIGHT (8) HOUR WORK DAY [EXCLUDING POWER ENGINEERS, POWER PLANT OPERATORS AND MAINTENANCE WORKERS IV'S SCHEDULED TO WORK AN EIGHT (8) HOUR SHIFT IN A POWER PLANT OPERATION]**

In programs where positions are considered as full-time and the daily hours of work are currently eight (8) hours per day, such positions shall continue to be considered full-time. All Articles and Clauses of the Collective Agreement shall apply except as specifically amended below.

The reference to "day" contained within the body of this Collective Agreement shall be deemed to mean an eight (8) hour day for the purposes of administering this Collective Agreement for Employees who are covered by this Letter of Understanding.

1.01 Hours of Work (Article 20)

(a) Amend Article 20.01(a) to read:

The normal hours of work exclusive of meal breaks shall be eighty (80) hours in each fourteen (14) day period averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be eight (8) work hours.

(b) Amend Article 20.05(c) to read:

A paid rest period of fifteen (15) minutes will be permitted during each four (4) hours scheduled. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.

1.02 Overtime (Article 22)

Amend Article 22.10(a) and (b) as follows:

(a) Time worked in excess of eight (8) hours per day;

(b) Delete

1.03 Annual Vacation (Article 28)

Amend Article 28.01(a), (b), (c) and (d) to read:

Vacation Entitlement for Full-time Employees

Subject to Clause 32.02(d), during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:

(a) during each of the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of one hundred and twenty (120) hours;

- (b) during each of the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of one hundred and sixty (160) hours;
- (c) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of two hundred (200) hours;
- (d) during the twentieth (20<sup>th</sup>) and each subsequent year of continuous full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of two hundred and forty (240) hours.

1.04 Terms, Conditions and Benefits of Employment Applicable to Regular Part-time Employees

- (A) Except as modified in Clause 1.05 in this Letter of Understanding, all provisions of this Collective Agreement and this Letter of Understanding shall apply to Regular Part-time Employees:

- (1) Hours of Work (Article 20)

Replace 20.06(a) and (b) with:

- (a) Hours of work, exclusive of meal breaks, for Regular Part-time Employees shall be less than eighty (80) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift shall be up to eight (8) work hours.

- (b) Delete

- (2) Replace Article 20.06(d)(i), (ii), (iii), (v) and (vii) with:

- (a) Hours of work shall exclude an unpaid meal break of not less than one-half (1/2) hour for shifts worked greater than five (5) hours. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.

- (b) All Regular Part-time Employees shall be permitted one (1) paid rest period of fifteen (15) minutes during each period of four (4) hours scheduled, the time of which shall be scheduled by the Employer. If an Employee is unable to take their paid rest period, or is recalled from their paid rest period, compensating time shall be provided later in their shift or paid to the Employee at an additional one times (1X) their Basic Rate of Pay.

- (3) Replace 20.06(f)(i) and (ii) with:

- (a) the hours worked do not exceed eight (8) hours; and
- (b) the hours worked do not exceed eighty (80) hours over a period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule.

- (B) Overtime (Article 22)

- (1) Replace Article 22.12 with the following:

Regular Part-time Employees shall be paid overtime rates as provided in Article 22.10 for:

- (a) any time worked in excess of eight (8) hours during any one (1) day, exclusive of meal periods; and
- (b) any time worked when the total of hours worked exceeds eighty (80) in any two (2) week period averaged over one (1) complete cycle of the shift schedule.

(C) Annual Vacation (Article 28)

Replace Article 28.07(a)(i), (ii), (iii) and (iv) with the following:

- (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:
  - (i) Hours worked as a regular Employee as specified in 1.04(A)(1)(a) of this Local agreement, times the applicable percentage outlined below equals the number of hours of paid vacation time to be taken:
    - six percent (6%) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of continuous employment;
    - eight percent (8%) during each of the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of continuous employment;
    - ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of continuous employment;
    - twelve (12%) percent during the twentieth (20<sup>th</sup>) and each subsequent year of continuous employment.

(D) Sick Leave (Article 29)

Amend Article 29.03(b) to read:

Regular Part-time Employees shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, prorated on the basis of the regularly scheduled hours worked by a Regular Part-time Employee in relation to the regularly scheduled hours worked by a Regular Employee, up to a maximum accumulation of nine hundred and sixty (960) hours. Payment will be made only for the days they are regularly scheduled to work and cannot attend because of illness.

(E) Salary Increments/Recognition of Previous Experience (Article 37)

Replace Article 37.02(b) with the following:

in the case of a Part-time Employee, salary increments shall be awarded on the completion of two thousand eighty-eight (2,088) regular hours paid.

1.05 Terms, Conditions and Benefits of Employment Applicable to Temporary and Casual Employees (Article 33):

Article 33 shall apply except as amended below:

(A) Hours of Work (Article 20)

- (a) Replace 33.04(a) and (b) with the following:
  - (i) The provisions of 1.01 of this Letter of Understanding shall apply to Temporary Employees who are employed in a full-time capacity.
  - (ii) The provisions of 1.04(A)(1) of this Letter of Understanding shall apply to Temporary Employees who are employed in a part-time capacity.

(b) Amend 33.04(c) by adding the following provision:

(viii) The hours of work for a Casual Employee shall be up to eight (8) hours per day.

Replace 33.04(c)(i) with the following:

(c) Temporary or Casual Employees shall be paid overtime rates as provided in Clause 22.12 for:

(i) Time worked in excess of eight (8) hours per day.

(B) Salary Increment

Replace 33.14 with the following:

Temporary and Casual Employees shall be entitled to a salary increase as provided in the Salary Schedule upon the completion of the same number of regular hours of work as a Full-time Employee. As amended by 1.05(A)(a) of this Letter of Understanding.

1.06 The Employer may implement Standard Regular Hours of Work provisions contained in Article 20, by giving affected Employees not less than twenty-eight (28) calendar days written notice.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

**LETTER OF UNDERSTANDING #18**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

(former Palliser Region)

- and -

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EXTENDED HOURS OF WORK POWER ENGINEERS**

Replace Clause 21.02(c) and (e) with:

- (a) Normal hours of work, exclusive of meal periods, for Regular Full-time Power Engineers shall be one hundred and sixty-eight (168) hours in a twenty-eight (28) calendar day period averaged over a period of not more than eight (8) weeks.
- (b) Normal hours of work for Regular Part-time Power Engineers shall be up to one hundred and sixty-eight (168) hours in a twenty-eight (28) calendar day period averaged over a period of not more than eight (8) weeks.
- (c) Article 21.02(p) shall be amended by adding:

Regular Full-time Power Engineer Employees regularly scheduled to work a twelve (12) hour shift are to be working one hundred and sixty-eight (168) hours in a four (4) week rotation. The additional eight (8) hours worked over and above the regular eight (8) hour shift rotation of one hundred and sixty (160) hours for the same period will be handled with two (2) options:

  - (i) A straight pay out for the additional eight (8) hours worked at their Basic Rate of Pay.
  - (ii) Bank time for the additional eight (8) hours worked to be used as time off in lieu of straight time.
- (d) During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:
  - (i) During the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of such employment a Full-time Power Engineer earns a vacation time of one hundred and twenty (120) hours;
  - (ii) During the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of such employment a Full-time Power Engineer earns a vacation time of one hundred and sixty (160) hours;
  - (iii) During the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of such employment a Full-time Power Engineer earns a vacation time of two hundred (200) hours; and
  - (iv) During the twentieth (20<sup>th</sup>) and subsequent years of such employment a Full-time Power Engineer earns a vacation time of two hundred and forty (240) hours.
- (e) Supplementary Vacation
  - (i) Upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional forty (40) hours of supplementary vacation with pay.
  - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional one-time forty (40) hours of supplementary vacation with pay.

- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional one-time forty (40) hours of supplementary vacation with pay.
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one-time forty (40) hours of supplementary vacation with pay.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one-time forty (40) hours of supplementary vacation with pay.
- (vi) Subject to Clause 28.03(g), the supplementary vacation may be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

**LETTER OF UNDERSTANDING #19**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

(former Chinook)

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EXTENDED WORK DAY, AND POWER ENGINEERS – CHINOOK REGIONAL  
HOSPITAL (42 Hour Work Week)**

Where the Parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such agreement by signing a document indicating such agreement applies.

Either Party may, by giving one (1) months notice in writing to the other Party, terminate this arrangement.

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

The normally scheduled working hours of an Employee on the compressed work week shall not exceed twelve (12) in a day. The provisions of this article are intended to establish a basis for the computation of overtime.

**Power Engineers – Chinook Regional Hospital**

1. Three (3) fifteen (15) minute rest periods will be provided during each full shift of twelve (12) hours.
2. The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized time worked in excess of twelve (12) hours per day shall be paid at two times (2X) the Employee's Basic Rate of Pay.
3. An Employee required by the Employer to work on their scheduled day(s) off shall be paid at two times (2X) their Basic Rate of Pay, unless they are given at least ten (10) calendar days notice of a change in the shift schedule. If, in the above circumstances the Employee is called to work without prior notification, the provisions of Clause 24.01(a) of the Collective Agreement shall apply, but only where such application would result in a greater dollar payment than would be the case in applying the first sentence of this Article.

**4. Sick Time**

After an Employee has completed their probationary period they shall be allowed a credit for sick leave computed from the day of employment at the rate of twelve (12) hours for Power Engineers, for each full month of employment up to a maximum of nine hundred and sixty (960) hours, provided that the Employee has not been entitled to apply sick credits prior to the completion of their probationary period.

When an Employee has accrued the maximum sick leave credit of nine hundred and sixty (960) 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.

5. **Named Holidays**

Regular Full-time Employees shall be entitled to a day off with pay for eight (8) hours on or for the Named Holidays in Clause 27.01 of the Collective Agreement, plus, all general holidays proclaimed to be a statutory holiday by any of the following levels of; governmental authority: the Province of Alberta; the Government of Canada.

6. **Floating Stat**

Employees who are in the employ of the Employer on April 1<sup>st</sup> of each contract year, shall be granted an additional eight (8) hour day off "floater" holiday in that contract year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee. If the holiday is not taken by the last pay period end date in March in the following year, it shall be paid out.

7. **Annual Vacation**

- (a) During the first (1<sup>st</sup>) to second (2<sup>nd</sup>) years of employment, a Full-time Employee earns and can use one hundred and twenty-six (126) hours of vacation per year;
- (b) During the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of employment, a Full-time Employee earns and can use one hundred and sixty-eight (168) hours of vacation per year;
- (c) During the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, a Full-time Employee earns and can use two hundred and ten (210) hours of vacation per year;
- (d) During the twentieth (20<sup>th</sup>) and subsequent years of employment, a Full-time Employee earns and can use two hundred and fifty-two (252) hours of vacation per year;
- (e) Vacation pay shall be at the Employee's Basic Rate of Pay.
- (f) **Supplementary Vacation**
  - (i) Upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional forty-two (42) hours of supplementary vacation with pay.
  - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.
  - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.
  - (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.
  - (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one-time forty-two (42) hours of supplementary vacation with pay.
  - (vi) Subject to Clause 28.03(g), the supplementary vacation may be taken at the Employee's option at any subsequent time.

An Employee leaving the service of the Employer at any time before the Employee has exhausted their vacation credit shall receive payment of salary in lieu of such earned vacation.

8. **Bereavement**

An Employee shall be granted up to four (4) extended work days bereavement within a seven (7) calendar day period leave without loss of salary, in the event of the death of the relatives listed in Article 32.03(a)(i) of the Collective Agreement.

The Employer may grant additional leave without pay to a bereaved Employee.

9. **Worker's Compensation**

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 their Basic Rate of Pay provided they assign over to the Employer, on proper forms, the monies due to them from the Workers' Compensation Board for the time lost due to the accident. A deduction of not less than one point two (1.2) hours shall be charged against sick leave credits for each day an Employee is off work due to an accident within the meaning of the *Workers' Compensation Act*. An Employee shall only receive their Basic Rate of Pay to the extent that sick leave credits can be deducted from the Employee's sick leave bank.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

**LETTER OF UNDERSTANDING #22**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: WORKLOAD APPEAL PROCESS**

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

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of sixty (60) calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the sixty (60) days.

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

**LEVEL 1**

Ongoing workload concern(s) may be filed in writing by the Employee directly to their Manager, who shall meet with the Employee to discuss and resolve the specifics of the concern(s). The Manager will meet with the Employee and respond in writing within twenty-one (21) calendar days of receipt of the workload concern(s).

**LEVEL 2**

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

**LEVEL 3**

If the Employee is not satisfied with the outcome at Level 2, within seven (7) calendar days of the response at Level 2, the Employee shall submit the workload concern(s) in writing to the Senior Operating/Program Officer. The Senior Operating/Program Officer shall make the final decision regarding the workload appeal, and convey the decision in writing, to the Employee within fourteen (14) calendar days of receipt of the workload concern(s).

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

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

**Dispute Resolution**

- (a) The application of the processes of this Letter of Understanding is subject to Article 8: Grievance Procedure.
- (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 8: Grievance Procedure.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

**LETTER OF UNDERSTANDING #26**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: JOINT BENEFITS COMMITTEE**

The Parties agree to establish a Joint Benefits Committee (“the Committee”) which will include equal representation from each Party.

The Parties commit to establishing the Committee and convening an initial meeting within ninety (90) days of the date of ratification of this Collective Agreement. The Committee will meet regularly thereafter as agreed by the Committee, but in any event no fewer than five (5) times per calendar year.

The purpose of the Committee will be to:

- (a) pursue opportunities for joint communication to Alberta Union of Provincial Employees General Support Services members with respect to benefits issues; and
- (b) identify and discuss methods of educating Employees on benefit plan provisions in the interest of encouraging appropriate utilization of the plans; and
- (c) discuss other issues of mutual interest with respect to the Employee benefits, including the Long-Term Disability Income Continuance Plan, Short-Term Disability, the Group Life Insurance Plan and the Group Dental Plan, Supplementary Health Care Plan and the Flexible Spending Account or such other group Employee benefit plans the Parties agree are applicable to Employees in the bargaining unit.
- (d) during the term of this Collective Agreement the Committee shall:
  - Conduct a full review of the current benefit plan including costs and utilization,
  - Research different options and costs for retiree/bridging benefits,
  - Conduct a review of Terms of Reference and amend as needed,
  - Address any other mutually agreed items.
- ~~(e) Alberta Health Services will add to the next possible Health Benefits Trust of Alberta (HBTA) Policy Council meeting’s agenda and fully support the Alberta Union of Provincial Employees request for non-voting representative status on the Council.~~

The Committee may make recommendations to their respective principals on matters discussed by the Committee.

This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

**LETTER OF UNDERSTANDING #28**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**-and-**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EMPLOYMENT SECURITY (OPERATIONAL RESTRUCTURING)**

Whereas the Employer has determined it is embarking on Operational Restructuring, while maintaining a focus on quality care:

And whereas the outcomes of such an effort could lead to organizational change that may result in adjustments within the General Support Services Bargaining Unit:

And whereas nothing in this Letter of Understanding constitutes a bar to the Union raising these issues in any other forum or venue, or is prejudicial to any position the Union may take on these matters in the future:

The Parties agree to the following:

1. That there will be no involuntary loss of employment for Employees in General Support Services Bargaining Unit.
2. That Employees will "remain whole", and where an Employee is faced with an involuntary reduction to pay or FTE, any shortfalls will be remedied.
3. To achieve the preceding the Parties recognize that:
  - adjustments in the workforce may occur through attrition;
  - in addition to Article 16 (Layoff and Recall), all retention options will be explored;
  - the Parties agree to share all relevant information in a timely manner.
4. This Letter of Understanding shall form part of the Collective Agreement and is subject to the grievance and arbitration provisions.
5. This letter shall expire on March 30, 2020.



**Local Conditions for  
Lamont Health Care Centre  
Expires March 31, 2024**

**General Support Services**

**Local Conditions Applicable to Lamont Health Care Centre**

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**ARTICLE 8**  
**STAFF DEVELOPMENT AND MEETINGS**

8.01 The Parties to this Collective Agreement recognize the value of continuing staff development for Employees and that the responsibility for such continuing staff development lies not only with the individual but also with the Employer. For the purposes of this Article, the term "staff development" includes orientation, acquisition and maintenance of essential skills and other programs, which may be approved by the Employer.

The Employer is committed to supporting Employee development and organizational effectiveness by identifying and facilitating essential training opportunities.

- 8.02 (a) An Employee who is required by the Employer to attend staff development activities on a regularly scheduled day of rest shall be:
- (i) paid at the applicable rate of pay for the hours spent travelling to and from and attending such training course, seminar or staff meeting; or
  - (ii) granted equivalent time off in lieu at some other mutually agreeable time, or if impractical, the Employee shall be paid in accordance with Article 8.02(a)(i).
- (b) An Employee who is required to attend staff development activities on a regularly scheduled day of work shall be paid for all hours, inclusive of travel time at the applicable rate of pay.
- (c) An Employee who is required by the Employer to attend staff development training activities, courses, seminars, or staff meetings, shall be entitled to the provisions of Article 38: Transportation if applicable and shall be reimbursed for any required course materials and registration fees.

8.03 Opportunities for staff development, training and educational opportunities shall first be offered to Regular Employees.

*This Article replaces Article 15: Seniority*

**ARTICLE 10**  
**SENIORITY**

- 10.01 (a) "Seniority" shall mean the length of continuous service as a Regular Employee within the bargaining unit with the Employer from the last date of hire, including all periods of continuous service as a Casual, Temporary or Regular Employee.
- (b) Notwithstanding Article 10.01 (a), an Employee whose seniority date has been determined pursuant to the Letter of Understanding titled "Seniority Date Transition" in the Multi-Employer/AUPE General Support Services Collective Agreement expiring March 31, 2008, shall retain such seniority date until Article 10.03 applies.
- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 10.01(a).

- (d) One seniority list shall be maintained incorporating the seniority dates of Regular Full-time and Regular Part-time Employees. Temporary Employees and Casual Employees' dates of hire shall be included in this list for information purposes only.
  - (e) Seniority shall continue to accrue during all approved leaves of absence and during layoff.
- 10.02 Seniority shall be the determining factor for:
- (a) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 17; and
  - (b) preference for vacation time, subject to Article 28: Vacation.
  - (c) layoffs and recalls, subject to the provisions specified in Article 16: Layoff and Recall.
- 10.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) if an Employee is discharged for just cause;
  - (b) if an Employee resigns voluntarily;
  - (c) upon the expiry of twenty-four (24) months following the date of layoff;
  - (d) if an Employee does not return to work on recall, as provided in Article 16: Layoff and Recall.
- 10.04 An up to date seniority list shall be sent to the Union in January of each year and when any Regular Employee is served notice of layoff and such list shall indicate each Employee's classification.
- 10.05 Should a difference arise regarding an Employee's seniority, the Parties shall exchange the information necessary to establish accuracy.

*This Article replaces Article 20: Hours of Work and Article 21: Extended Hours of Work and subject to any consequential amendments as required.*

**ARTICLE 14**  
**HOURS OF WORK AND EXTENDED HOURS OF WORK**

14.01 **Continuous Operation**

It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.

14.02 **Posting of Shift Schedules**

- (a) Shift schedules, covering a minimum of a six (6) week period shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days notice, the Regular Employee shall be paid at two times (2X) the Basic Rate of Pay for all hours worked on the first (1<sup>st</sup>) shift of the changed schedule.

- (b) 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) with less than forty-eight (48) hours notice, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked on the changed shift.
- (c) If, in the course of a posted schedule, the Employer changes a regular Employee's scheduled start time and/or end time with less than forty-eight (48) hours notice, she shall be paid at two times (2X) her Basic Rate of Pay for all hours worked outside of the originally scheduled hours.
- (d) The Employer shall allow a Representative of the Union to reproduce a copy of the posted shift schedule.

14.03

**Daylight Saving Time**

On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore 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.

14.04

**Request to Report for a Later Shift**

In the event a Regular Employee reports for work as scheduled and is requested by the Employer to report for a later shift, the Regular Employee shall be compensated for the inconvenience by payment of three (3) hours pay at the Employee's Basic Rate of Pay.

14.05

**Rest Periods**

- (a) All Regular Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.
- (b) Where the Employer directs an Employee to work, or return to duty, during the Employee's rest period, the Employee shall:
  - (i) be provided with a rest period by the end of the Employee's shift; or
  - (ii) where a rest period by the end of the shift is not possible, be paid for an additional fifteen (15) minutes at the Employee's Basic Rate of Pay.

14.06

**Meal Periods**

- (a) A meal period of not less than one-half (1/2) hour and not more than one point five (1.5) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Article 14.06(b).
- (b) An Employee who is directed by the supervisor to remain on duty during her meal period shall be paid for such meal period at the applicable rate of pay if the meal period cannot be taken at another time.

14.07

**Employee Shift Exchange**

- (a) Employees may exchange shifts among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be a violation of the provisions of this Collective Agreement.

14.08

**Full-time Employees**

- (a) Normal hours of work, exclusive of meal periods, for Regular Full-time Employees, shall be:
  - (i) seven point seven five (7.75) work hours per day; and
  - (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular Full-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Full-time Employees shall provide for:
  - (i) not more than two (2) different shift starting times between scheduled days off;
  - (ii) days off to be consecutive;
  - (iii) not more than six (6) consecutive days of work without receiving her days off;
  - (iv) at least fifteen (15) hours between scheduled shifts;
  - (v) no split shifts; and
  - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full-time Employees who perform the work involved. However, no Employee shall have less than two (2) weekends off in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty.

14.09

**Part-time Employees**

- (a) Hours of work for Regular Part-time Employees shall be:
  - (i) up to seven point seven five (7.75) hours in any one (1) day, exclusive of meal periods;

- (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed five (5)/two (2) averaged over one (1) work cycle of not more than fourteen (14) calendar days.
- (b) Regular Part-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Part-time Employees shall provide for:
  - (i) not more than two (2) different shift starting times between days off;
  - (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days;
  - (iii) not more than six (6) consecutive days of work without receiving her days off;
  - (iv) at least fifteen (15) hours between scheduled shifts;
  - (v) a minimum of three (3) hours per shift;
  - (vi) no split shifts; and
  - (vii) except for cases of emergency, days off will be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Part-time Employees who perform the work involved. No Employee shall have less than two (2) weekends off in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. This clause does not apply to Part-time Employees who are employed specifically for weekend work.
- (d)
  - (i) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Employees on layoff, or who have had their normal hours of work reduced, shall have priority for additional hours up to their normal hours of work. All other additional hours of work shall be distributed fairly and equitably among the available Regular Part-time Employees who have requested additional hours of work and the Casual Employees.
  - (ii) At the time additional work is being offered, the Employee shall be responsible for advising the Employer that the Employee will be in an overtime situation if she accepts the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.
- (e) The Basic Rate of Pay will prevail for additional hours of work voluntarily accepted by a Regular Part-time Employee beyond her scheduled hours provided:

- (i) the hours worked do not exceed seven point seven five (7.75) hours per day; and
- (ii) the hours worked do not exceed thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (iii) the Part-time Employee does not work in excess of six (6) consecutive days without days off; and
- (iv) the Part-time Employee does not work in excess of ten (10) days in a fourteen (14) day period.

Where all the preceding conditions are not met, such Employee shall be entitled to two times (2X) her Basic Rate of Pay.

14.10 **Optional Scheduling Provisions**

Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.

14.11 **Extended/Modified Work Day**

- (a) Where the Parties agree to implement a system employing an extended/modified work day, they shall evidence such agreement by signing a document indicating those positions/work areas/programs to which the agreement applies and indicating the implementation timelines, and the resulting amendments to regular hours of work and related articles. The list of positions/work areas/programs may be amended from time to time by the Parties.
- (b) Either Party will provide the other Party with at least twenty-eight (28) calendar days notice, in writing, of their intent to terminate this agreement. Within the twenty-eight (28) day notice period, the Employer shall post a new schedule pursuant to Article 14.02.
- (c) The Parties agree that with the exception of those amendments when an extended/modified work day is implemented, all other Articles shall remain in full force and effect.

*This Article replaces Article 33: Terms, Conditions and Benefits of Employment Applicable to Temporary and Casual Employees and subject to any consequential amendments as required.*

**ARTICLE 23**  
**CASUAL AND TEMPORARY EMPLOYEES**

23.01 **Application**

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.
- (b) The provisions of Articles:
  - 1 Term of Collective Agreement
  - 2 Definitions
  - 3 Union Recognition

- 4 Application
  - 5 Dues Deduction
  - 6 Management Rights
  - 7 No Discrimination
  - 12 Job Postings, Transfers and Promotions
  - 13 Job Classification
  - 16 Salaries
  - 17 Recognition of Previous Experience
  - 18 Pyramiding
  - 19 Shift Differential
  - 20 Weekend Premium
  - 21 Acting Incumbency
  - 22 On-Call Duty/Call-Back
  - 35 Occupational Health and Safety
  - 36 Grievance Procedure
  - 37 Union Stewards
  - 38 Employee-Management Advisory Committee
  - 39 Uniforms
  - 41 Job Description
  - 42 Employment Insurance Premium Reductions
- shall apply to Casual and Temporary Employees.

23.02

**Hours of Work**

- (a) The provisions of Article 14.01 through 14.06, and 14.10 apply to Casual and Temporary Employees employed in a regularly scheduled Full-time or Part-time capacity and:
  - (i) the provisions of Article 14.08 apply to Casual and Temporary Employees who are employed in a regularly scheduled Full-time capacity;
  - (ii) the provisions of Article 14.09 apply to Casual and Temporary Employees who are employed in a regularly scheduled Part-time capacity;
  - (iii) available hours of work shall be distributed to Casual Employees in accordance with Article 14.09(d).

23.03

**Reporting for a Later Shift**

In the event that a Casual or Temporary Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, such Employee shall be compensated by receiving three (3) hours pay at the Basic Rate of Pay.

23.04

**Overtime**

- (a) The Employer shall determine when overtime is necessary and for what period of time it is required:
  - (i) all authorized overtime worked in excess of and in conjunction with seven point seven five (7.75) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay; or
  - (ii) all overtime worked in excess of thirty-eight point seven five (38.75) hours per week averaged over a complete shift cycle shall be paid at two times (2X) the Basic Rate of Pay;whichever is greater.
- (b) Failure to provide at least fifteen (15) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen point five (15) hours rest between scheduled shifts.

23.05

**Transportation Allowance**

- (a) A Casual or Temporary Employee who has completed a shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the Government of Alberta rates per kilometre from the Employee's residence to the Site and return provided the return is prior to the commencement of the Employee's next shift.
- (b) A Casual or Temporary Employee who normally travels from the Site to his/her place of residence by means of public transportation following the completion of duty shift, but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Site to the Employee's place of residence.

23.06

**Vacation**

- (a) Casual and Temporary Employees shall be paid in addition to their earnings at the Basic Rate of Pay:
  - (i) four percent (4%) of their earnings at the Basic Rate of Pay during the first (1<sup>st</sup>) and subsequent employment years; or
  - (ii) six percent (6%) of their earnings at the Basic Rate of Pay during the fourth (4<sup>th</sup>) and subsequent employment years if applicable;in lieu of vacation.
- (b) Casual and Temporary Employees shall be allowed:
  - (i) fourteen (14) calendar days off without pay for their vacation after one (1) year of employment; or
  - (ii) twenty-one (21) calendar days off without pay for their vacation after four (4) years of employment, if applicable.

23.07

**Named Holidays**

- (a) Casual and Temporary Employees required to work on a named holiday shall be paid at one point five times (1.5X) their Basic Rate of Pay for all hours worked on the named holiday.
- (b) Casual and Temporary Employees required to work on Christmas Day and/or the August Civic Holiday Day shall be paid at two times (2X) the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours.
- (c) Casual and Temporary Employees shall be paid five percent (5%) of their earnings at the Basic Rate of Pay and of their vacation pay in lieu of named holidays.
- (d) Casual and Temporary Employees required to work overtime on a named holiday shall be paid for such hours at the rate of two point five times (2.5X) the Basic Rate of Pay.
- (e) Casual and Temporary Employees who work overtime on August Civic Holiday or Christmas Day shall be paid for such hours at the rate of three times (3X) the Basic Rate of Pay.

23.08

**Health Benefits**

Casual and Temporary Employees are not entitled to participate in the Health Benefits Plan, except as provided in Article 27.02(c): Employee Benefits Plan.

23.09

**Bereavement Leave**

- (a) Casual Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 30.06 of this Collective Agreement.
- (b) Article 30.06: Bereavement Leave, shall apply to Temporary Employees after ninety (90) days of continuous service in a temporary position.

23.10

**Workers' Compensation**

Workers' Compensation Board coverage will be provided for Casual and Temporary Employees.

23.11

**Personnel Files**

A Casual or Temporary Employee who has initiated a grievance shall have access to review his/her personnel file upon service of at least three (3) working days' notice.

23.12

**Seniority**

Casual and Temporary Employees do not accumulate seniority.

23.13

**Probationary Period**

Article 9: Probationary Period, shall apply to Temporary Employees.

23.14

**Resignation**

Article 40: Resignation, shall apply to Temporary Employees.

23.15

**Staff Development and Meetings**

- (a) Casual and Temporary Employees required by the Employer to attend staff development training activities, courses, seminars, or other staff meetings shall be paid for such attendance at the applicable rate of pay, and shall be reimbursed for any required course materials and registration fees.
- (b) Where such activity, course, seminar or other staff meeting is being held at a Site other than the Site(s) at which a Casual or Temporary Employee works, such Employee shall be compensated for travel kilometreage arising from the use of their personal vehicle to travel to such activity, course, seminar or other staff meeting, at the rate specified in Article 24: Transportation.

23.16

**Employee Benefits Plan**

Article 27: Employee Benefits Plan, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position, and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

23.17

**Sick Leave**

Article 28: Sick Leave, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position.

23.18

**Time Off for Union Business**

Article 31: Time Off for Union Business, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position.

*This Article replaces Article 27: Named Holidays and subject to any consequential amendments as required.*

**ARTICLE 25**  
**NAMED HOLIDAYS**

25.01

Any reference to named holidays in this Agreement applies to the following days:

- |                      |                  |
|----------------------|------------------|
| 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 levels of Governmental authority:

- (a) the Municipal Government in which the base office is located;
- (b) the Province of Alberta; or
- (c) the Government of Canada.

- 25.02 In addition to the foregoing named holidays, Full-time Employees who are in the employ of the Employer on July 1<sup>st</sup>, shall be granted one (1) additional holiday as a "floater" holiday. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holidays are not taken by the last day of November in any given year, they shall be paid out.
- 25.03 No payment shall be due for the named holiday, which occurs during:
- (a) a layoff; or
  - (b) all forms of leave during which an Employee is not paid; or
  - (c) an absence while in receipt of disability insurance or Workers' Compensation Benefits.
- 25.04 A Full-time Employee shall be entitled to a day off with pay on, or for, a named holiday provided they:
- (a) works their scheduled shift immediately prior to and immediately following the named holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
  - (b) works on the named holiday when scheduled or required to do so.
- 25.05 A Full-time Employee who works on a named holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one point five times (1.5X) the Basic Rate of Pay plus:
- (a) by mutual agreement, a day added to the Employee's next annual vacation; or
  - (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) days after the named holiday; or
  - (c) one (1) regular day's pay.
- 25.06 Employees obliged to work on Christmas Day and/or August Civic Day shall be paid for all hours worked on these Named Holiday at two times (2X) the Basic Rate of Pay plus:
- (a) an alternate day off at a mutually agreed time; or
  - (b) by mutual agreement, a day added to the Employee's next annual vacation; or
  - (c) failing mutual agreement within thirty (30) calendar days following the Named Holiday the Employee shall receive payment for such day at their Basic Rate of Pay.
- 25.07 Subject to Article 25.04 when a named holiday falls during a Full-time Employee's annual vacation the Employee shall receive:
- (a) by mutual agreement, a day off with pay added to the Employee's annual vacation; or
  - (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) calendar days of the Employee's return from annual vacation; or
  - (c) one (1) day's regular pay in lieu of the named holiday.
- 25.08 When a named holiday falls on a Full-time Employee's regularly scheduled day off, the Employee shall receive:

- (a) by mutual agreement, a day off with pay added to the Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) calendar days or after the named holiday; or
- (c) one (1) regular day's pay in lieu of the named holiday.

25.09 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 at least six (6) months prior to the occurrence of the named holiday.

25.10 **Part-Time Employees**

- (a) A Part-time Employee who works on a named holiday (not the designated day off in lieu as per Article 25.08) shall be paid the rate of one point five times (1.5X) their Basic Rate of Pay for all hours worked up to seven point seven five (7.75) hours.
- (b) Part-time Employees shall be paid, five percent (5%) of their earnings paid at the Basic Rate of Pay, in lieu of named holidays.
- (c) Employees obliged to work on Christmas Day and/or August Civic Day shall be paid for all hours worked on these Named Holiday at two times (2X) the Basic Rate of Pay.

25.11 Where operationally feasible, Employees will be granted either Christmas Day or New Years Day off.

*This Article replaces Article 31: Prepaid Health Benefits*

**ARTICLE 27**  
**EMPLOYEE BENEFITS PLAN**

27.01 The Employer shall facilitate the procurement of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:

- (a) Alberta Health Care Insurance Plan;
- (b) Health Organization Benefits Plan, or equivalent, inclusive of:
  - (i) Group Life Insurance (Basic);
  - (ii) Accidental Death and Dismemberment (Basic);
  - (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 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 (1<sup>st</sup>) 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 (15<sup>th</sup>) 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 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];
- (v) Dental Plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Usual and Customary Fee Guide. A maximum annual reimbursement of three thousand (\$3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand (\$3,000) per insured person; and
- (vi) Supplementary Benefits Plan.

(c) EI SUB Plan

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 disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the medical substantiation required pursuant to Article 28.05.

27.02 Enrollment by:

- (a) Regular Full-time Employees;
  - (b) Regular Part-time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
  - (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;
- shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

27.03 The premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

27.04 The Employer shall make available to eligible Employees brochures outlining the above plans.

27.05 The Employer, will provide one (1) copy of each of the plans to the Union. Where the Health Organizations Benefit Plan is not in force with any given Employer, the Employer will provide a copy of its plan to the Union.

27.06 The provisions of this Article do not apply to Casual Employees.

*This Article replaces Article 16: Layoff and Recall and subject to any consequential amendments as required.*

**ARTICLE 33**  
**LAYOFF AND RECALL**

33.01 Prior to the implementation of the provisions of this Article, the Employer will meet with the Union to inform the Union of the Employer's intentions and provide the Union with current seniority lists.

33.02 In case it becomes necessary to reduce the workforce, the Employer will notify an Employee who is to be removed from her position at least thirty (30) calendar days prior to the position removal, except that the thirty (30) calendar days notice shall not apply where the position removal results from an Act of God, fire, flood, or work stoppage by Employees not covered by this Collective Agreement. If the Employee being removed from her position is not provided with an opportunity to work her scheduled hours during thirty (30) calendar days after notice of position removal, the Employee shall be paid in lieu of such work for that portion of the thirty (30) calendar days during which work was not made available. In any event, the Employee will be paid no less than that which is provided for in the *Employment Standards Code*.

Where there is a reduction in the number of Regular Employee(s) or a reduction of the FTE of Regular Employee(s), the Regular Employee(s) with the least seniority, within the same classification, department, or program, shall be the first (1<sup>st</sup>) Employee(s) laid off.

33.03 At the time of providing written notice of an Employee's removal from her position, a consultation meeting will be arranged by the Employer, between the Employee, the Employer and the Union, at which time the Employer shall advise the Employee of her retention options according to Articles 33.04 and 33.05, provided the Employee has the requisite job-related skills, training, knowledge and ability to perform the work required in the retention options.

33.04 The Employee shall be presented with the following vacancy options:

- (a) vacant position(s) within the bargaining unit. Such vacant position(s) shall be within her same occupational group and comprised of:
  - (i) the same, higher, or lower FTE and same pay grade; and
  - (ii) the same, higher, or lower FTE and lower pay grade.
- (b) An Employee who declines a vacant position within the same FTE and same pay grid shall not be eligible for another vacant position, or to displace into an occupied position within the bargaining unit pursuant to Article 33.05, and shall be laid off and forfeit her recall rights.

33.05 Subject to Article 33.04(b), an Employee who is not placed in a vacant position pursuant to Article 33.04 shall be presented with the following displacement options:

- (a) an occupied position within the bargaining unit. Such displacement shall affect the least senior Employee within her same occupational group in a position comprised of:
  - (i) the same FTE and pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 33.05(a)(ii).

- (ii) the same FTE and lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 33.05(a)(iii).
  - (iii) a lower FTE and same or lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall be laid off with recall rights.
- (b) The Employer and the Union shall discuss the order in which displacement options should be exercised to ensure minimal impact to more senior Employees.

33.06 The Employee shall have seventy-two (72) hours from the date of the consultation meeting in Article 33.03 to advise the Employer of her decision under Articles 33.04 and 33.05.

33.07 An Employee who elects to not exercise her rights under Article 33.05 shall be laid off with recall rights.

33.08 An Employee who is displaced as a result of another Employee exercising her rights under Article 33 shall be entitled to exercise her rights in accordance with Articles 33.03 to 33.07.

33.09 **Recall**

Employees on layoff or who have had their normal hours of work reduced shall have priority for additional hours up to their normal hours of work.

33.10 (a) Recall shall occur in order of seniority and shall be to a position in the Employee's previous or lower pay grade and FTE within their previous occupational group, provided the Employee has the requisite job-related skills, training, knowledge and ability to perform the work.

(b) Recall rights shall be forfeited:

- (i) if an Employee refuses recall to a position within the same occupational group, pay grade, and FTE, for which the Employee had the requisite job-related skills, training, knowledge and ability to perform the work;
- (ii) if an Employee accepts recall and returns to a position in her previous occupational group, pay grade and FTE;
- (iii) if an Employee applies on, and is the successful applicant, on a position posted pursuant to Article 12;
- (iv) when twenty-four (24) calendar months from the date of an Employee's initial lay off has passed, inclusive of any periods of casual or temporary employment.

(c) A Regular Employee on layoff shall not be deemed to have abandoned her recall rights to her pre-layoff position by virtue of accepting recall to a temporary position, or position with a lower FTE or pay grade.

33.11 The method of recall shall be by telephone and, if such is not possible, by letter via registered mail sent to the Employee's last known place of residence. The Employee so notified, will return to work as soon as possible but not later than five (5) days, or other mutually agreed date, following the date of the telephone call or the date of delivery of the letter.

- 33.12 Subject to the terms and conditions of policies and contracts entered into with the underwriters of the Plans:
- (a) the Employer shall make payment for its share of the full premium of the benefits referred to in Article 27: Employee Benefits Plan including Alberta Health Care on behalf of the laid off Employee, for a maximum of one (1) month's premium.
  - (b) Employees laid off for more than one (1) month may, with the assistance of, or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 27: Employee Benefits Plan including Alberta Health Care.
- 33.13 Other than for the continuance of seniority, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall.
- 33.14 No new Employees will be hired into a classification within an occupational group while there are other Employees on layoff who were employed in that or a higher classification within that occupational group who have the requisite job-related skills, training, knowledge and ability to perform the work required, and who are prepared to accept recall pursuant to Article 33.10.
- 33.15 If several Employees will be affected by removal from several positions, the Employer and Union may mutually agree to an alternate process that minimizes the impact to affected Employees and the Employer.
- 33.16 In the event an Employee will be removed from her position due to technological change, 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 interest of an affected Employee.
- 33.17 When an Employee has been given notice of removal from her position in accordance with the notice provisions of this Article, and the Employee is actively seeking replacement employment, the Employer will grant the Employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:
- (a) The Employee notifies the Employer at least twenty-four (24) hours prior to the interview;
  - (b) The Employee will be allowed a maximum of fifteen point five (15.5) hours off for the purpose of attending job interviews during the notice period; and
  - (c) The Employee provides the Employer with written confirmation that the Employee attended the job interview.

*This Letter of Understanding replaces Letter of Understanding #2 Re: Multiple Positions*

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EMPLOYMENT IN MULTIPLE POSITIONS**

The Parties agree that this Letter of Understanding applies to Employees who hold more than one (1) position within the bargaining unit as of the date of ratification of this Collective Agreement or to Employees who subsequently attain more than one (1) position within the bargaining unit.

1. An Employee is responsible for notifying her supervisor that she is employed in multiple positions with the Employer.
2.
  - (a) Employees shall not be employed within the bargaining unit in greater than full-time capacity.
  - (b) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts. Each Part-Time position shall be considered separately in determining eligibility for overtime however, Employees working in multiple positions shall be entitled to overtime when the total hours worked exceeds the applicable Full-Time hours in any two (2) week period. Employees holding multiple positions who are offered additional shifts or hours shall advise the Employer prior to accepting the additional work if this will result in overtime payments.
3. Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility (supplementary health and dental benefits, disability, life insurance, and pension), vacation, sick leave, named holidays, increments, placement on the Salary Schedule(s) and seniority, provided that the following conditions are met:
  - (a) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
  - (b) the regular hours of work to be combined are associated with regular part-time positions; and
  - (c) the positions are in the same classification and certificate and their schedules can be made Collective Agreement-compliant, or the Employer and Employee mutually agree to waive the scheduling provision of Article 14: Hours of Work, in the Collective Agreement.
4. Where the regular hours of work of multiple positions cannot be combined in accordance with clause 3 above because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.
5. An Employee who holds multiple positions would have her salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The time period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.

6. An Employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 10: Seniority.
7. Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first probationary period, with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the Employee in her former position.
8. Layoff and recall provisions shall apply individually to each position.
9. An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.
10. (a) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one (1) or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, she shall be given twenty-eight (28) days notice of such requirement or such lesser time as may be agreed between the Employer and the Union.  
(b) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**LAMONT HEALTH CARE CENTRE**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: EDUCATION BURSARIES AND RETURN SERVICE AGREEMENTS**

Whereas it is the intention of the Parties to facilitate recruitment of qualified applicants too difficult to recruit to positions and/or sites in a manner that is mutually beneficial to the applicant and the Employer, the Parties agree as follows:

1. A Student or Employee enrolled in a post-secondary education program that facilitates attainment of qualifications for difficult to recruit to classifications may choose to enter into a contractual arrangement with the Employer to receive a bursary.

2. In return, the Student or Employee agrees to provide post graduate employment service (return service commitment) to the department providing the bursary in an area of practice or site where vacancies exist that have been posted in accordance with Article 12.01(a), but for which no qualified internal applications have been received.

3. The length of the return service commitment shall be determined as follows:

Up to \$4,000 in assistance received	12 months
\$4,001 to \$7,999	18 months
Over \$8,000	24 months

4. The Union agrees that, upon attaining a position identified in #2 above, the return service commitment shall form part of the Collective Agreement as it applies to that Employee.

5. Should the Employee terminate employment with the department before completion of the return for service commitment, the Employee will be required to repay an amount determined as follows:

$$\begin{array}{rcccl} \text{Total Amount of} & & \text{Number of Months} & & \\ \text{Bursary Received} & \times & \frac{\text{Remaining in Commitment}}{\text{Total Months of Commitment}} & = & \text{Amount to} \\ & & & & \text{be Repaid} \end{array}$$

6. This Letter of Understanding shall remain in effect for the term of the Collective Agreement.