

Date: February 22, 2024

Time:

**EMPLOYER INGOING PROPOSALS FOR THE:**

**GENERAL SUPPORT SERVICES  
COLLECTIVE AGREEMENT**

**BETWEEN**

**ALBERTA HEALTH SERVICES  
LAMONT HEALTH CARE CENTRE**

**AND**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**

Notes:

- The Employers have utilized the current Collective Agreement as the base document for this proposal.
- Proposed changes are identified as follows:
  - **Proposed new language is identified in bold type**
  - Language proposed to be deleted is identified by ~~striketrough~~
- In some cases proposed changes may require consequential amendments elsewhere in the Collective Agreement. In such cases, these consequential amendments are to be included in this proposal though not specifically referenced herein.
- Where this proposal indicates the desire of the Employers to discuss issues directly related to certain Articles, Letters of Understanding, or issues of a more general nature, the Employers reserve the right to table proposals at a later date.
- This proposal is complete except for any errors or omissions.
- The Employers reserve the right to table counter proposals in response to any proposals made by the Union.
- This proposal is made on a “without prejudice” basis. If these proposals are not accepted, the Employers reserve the right to withdraw and/or change its positions on any of the enclosed Articles and/or Letters of Understanding.

The Employers propose to renew the following Articles (except for any required consequential amendments) as current agreement:

- Preamble and Purpose
- Article 4 (Management Rights)
- Article 5 (Union Membership and Payment of Dues)
- Article 10 (Employee Management Advisory Committee)
- Article 12 (Bulletin Boards)
- Article 13 (Supply of Uniforms)
- Article 13A (Protective Clothing and Personal Protective Equipment)
- Article 14 (Probation)
- Article 15 (Seniority)
- Article 18 (Acting Incumbents)
- Article 20 (Hours of Work)
- Article 21 (Extended Hours of Work)
- Article 23 (On-Call Duty)
- Article 24 (Call-Back)
- Article 25 (Reporting Pay)
- Article 26 (Shift and Weekend Differential)
- Article 27 (Named Holidays)
- Article 30 (Workers' Compensation)
- Article 31 (Prepaid Health Benefits)
- Article 34 (Altitude and Hazard Differential)
- Article 35 (Pension Plan)
- Article 36 (Camp Allowance)
- Article 38 (Transportation and Subsistence)

The Employers propose to renew the following Letters of Understanding (except for any required consequential amendments):

- Letters of Understanding #1 re: Severance for Contracting Out, Organizational Change or Technological Change
- Letter of Understanding #2 re: Multiple Positions
- Letter of Understanding #3 re: 10 Month Positions in Schools
- Letter of Understanding #6 re: Joint Task Force
- Letter of Understanding #8 re: Apprenticeship Program – AUPE General Support Services
- Letter of Understanding #9 re: Preceptor Pay for Unit Clerks, Laboratory Assistant I and II, Surgical Processors and Medical Transcriptionists
- Letter of Understanding #10 re: Distribution of Additional Hours
- Letter of Understanding #11 re: Joint Benefits Committee
- Letter of Understanding #12 re: Employee Benefits (Diabetic Coverage)
- Letter of Understanding #13 re: Standard Sick Leave Plan and Sick Leave Grandfathering
- Letter of Understanding #14 re: Terms and Conditions Applicable to Employees Working a Modified Eight (8) Hour Work Day [Excluding Power Engineers, Power Plant Operators and Maintenance Worker IV's Scheduled to Work an Eight (8) Hour Shift in a Power Plant Operation]
- Letter of Understanding #15 re: Market Supplement for Maintenance, Trades and Power Engineer Positions
- Letter of Understanding #16 re: Northern Incentive Program
- Letter of Understanding #17 re: Supplement One – Flexible Work Schedule
- Letter of Understanding #18 re: Extended Hours of Work Power Engineers
- Letter of Understanding #19 re: Extend Work Day, and Power Engineers – Chinook Regional Hospital (42 Hour Work Week)
- Letter of Understanding #21 re: Pilot Project: Expedited Arbitration Process
- Letter of Understanding #27 re: Supplementary Health Plan Improvement
- Local Conditions Applicable to: Lamont Health Care Centre General Support Services:
  - 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

The Employers propose to delete the following Letters of Understanding:

- Letter of Understanding #20 re: Adjustment of Bulletin Boards
- Letter of Understanding #23 re: Joint Classification Committee
- Letter of Understanding #24 re: Gender-Based Wage Equity
- Letter of Understanding #25 re: The Joint Employer-Union Exclusions Review
- Letter of Understanding #26 re: Lump Sum Payments – Recognition For Services Rendered During the COVID-19 Response

The Employer proposes to include the existing Letters of Understanding:

- Letter of Understanding re: Terms and Conditions Applicable to Protective Services Officer Employees Working an Extended Work Day (Meal Breaks)
- Letter of Understanding re: Travel Time Applicable to Information Technology Employees - Call Back

The Employer will remove the following Letter of Understanding once it expires:

- Letter of Understanding #28 re: No Contracting Out

**ARTICLE 1**  
**DEFINITIONS**

1.01 In this Collective Agreement unless the context otherwise requires:

- (a) "Code" means the Alberta Labour Relations Code, amended from time-to-time.
- (b) "Union" shall mean the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- (c) "Employer" shall mean and include such officers as may from time-to-time be appointed, or designated by the Employer, to carry out administrative duties in respect of the operations and management of business.
- (d) "Local" means Locals of the Alberta Union of Provincial Employees as identified in the Appendix A of this Collective Agreement.
- (e) "EMAC" means Employee Management Advisory Committee.
- (f) "Member" means an Employee of Alberta Health Services who is included in this Collective Agreement and who is a member of the Local.
- (g) "Employee" means any person employed in a job classification covered by this Collective Agreement and whose service is designated as:
  - 1. "Regular Full-time", an Employee who occupies a permanently established Full-time position and who has successfully completed the specified probationary period; and has since remained continuously employed as a Regular Employee; or
  - 2. "Regular Part-time", an Employee who occupies a permanently established Part-time position requiring the incumbent to work regularly scheduled hours less than the normal hours specified in Article 20, and who has successfully completed the specified probationary period, and has since remained continuously employed as a Regular Employee. A Part-time Employee will work a minimum of three (3) hours per shift.
  - 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.~~
    - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence or is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
  - 4. "Casual Employee" shall mean an Employee who:
    - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or

- (ii) relieves for absences the duration of which is three (3) months or less; or
  - (iii) works on a call-in basis and is not regularly scheduled.
- (h) "Regularly Scheduled" shall mean the scheduling of work in a manner requiring an Employee to be available for the performance of assigned duties on specific days.
- (i) The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.
- (j) "Vacation" shall mean annual vacation at the Basic Rate of Pay.
- (k) "Basic Rate of Pay" shall mean the incremental step in the in the Main Salary Schedule and Addendums A and B Classifications applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- (l) "Cycle of Shift Schedule" shall be defined as that period of time which is required for a shift schedule to repeat itself or two (2) weeks whichever is greater and shall not exceed fifteen (15) weeks.
- (m) "Shift" means a daily tour of duty exclusive of overtime hours.
- (n) "Regular Hours Worked" shall mean those hours worked and paid at the Basic Rate of Pay.
- (o) "Ad Hoc Position" means a position established on an ad hoc basis whereby the Employer acts as the agent for a funding authority and shall not be included within the scope of this Collective Agreement.
- (p) "Site" means the buildings as designated by the Employer at or out of which an Employee works.
- (q) "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

**ARTICLE 2**  
**TERM OF COLLECTIVE AGREEMENT**

- 2.01 Unless otherwise specified herein, amendments made to this Collective Agreement by Alberta Health Services and the Alberta Union of Provincial Employees, will be in force and effect from the date upon which the Alberta Union of Provincial Employees and Alberta Health Services exchange notice of ratification of the terms of this Collective Agreement, up to and including March 31, 20~~24~~**28**, and from year- to-year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.
- 2.02 Where notice is served by either Party under the Code, provisions of this Collective Agreement shall continue until:
- (a) Settlement is agreed upon and a new Collective Agreement ratified.
  - (b) If the settlement is not agreed upon, then this Collective Agreement shall remain in effect until a new Collective Agreement is ratified as provided in the Code.
- 2.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, addressed in the case of the Employer to:
- President and Chief Executive Officer Alberta  
Health Services  
Seventh Street Plaza  
1400 North Tower, 10030 – 107 Street EDMONTON  
AB T5J 3E4
- and
- The Chief Executive Officer or Designate of the Employer Lamont  
Health Care Centre  
5216 - 53 Street  
LAMONT AB T0B 2R0
- and in the case of the Union to:
- The President  
Alberta Union of Provincial Employees 10025 -  
182 Street NW  
EDMONTON AB T5S 0P7
- 2.04 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is **not** eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, ~~upon the submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.~~

**ARTICLE 3**  
**UNION RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole bargaining agent for all Employees covered by this Collective Agreement as described in the certificate issued pursuant to the Code and amendments thereto.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 3.03 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when Regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the regular hours of work or pay of any Regular Employee. For the purpose of this Clause, "persons" shall mean all other Employees of the Employer who are not included in the bargaining unit.
- 3.04 A representative of the Union shall have the right to make a direct presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement. A representative of the Employer may be present at such presentation. The Employer shall provide access to an electronic copy of the Collective Agreement to each new Employee upon appointment. The Employer shall advise the Central Office of the Union of the schedule and location of available rooms for orientation. In areas where the Employer's orientation for new Employees is conducted online, the Employer shall provide the Union's contact information to the Employees who are participating in the orientation.
- 3.05 (a) Employees shall be permitted to wear a pin or the recognized insignia of the Union, while on duty, however, no pin or lanyard shall be worn in areas where the Employer determines there are safety concerns.
- (b) No such insignia larger than a lapel pin shall be worn while on duty. No Union insignia shall be attached on the Employer's equipment, uniforms, or sites.
- 3.06 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of the Director of Human Resources or Designate.
- 3.07 Where a difference arises out of a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall supersede the policies, regulations, guidelines or directives.
- 3.08 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the Section so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.09 The Employer shall provide a paper copy of the Collective Agreement to the Employee upon the Employee's request.



**ARTICLE 6**  
**NO DISCRIMINATION/NO HARASSMENT**

- 6.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect. Harassment includes but is not limited to bullying, sexual harassment and workplace violence. **Feedback by supervisors and managers relating to the Employee's performance is not harassment.**
- 6.02 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, place of origin, political or religious belief, gender, gender expression, gender identity, sexual orientation, marital status, source of income, family status, physical or mental disability, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.03 Clause 6.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 6.04 The Employer shall maintain [current policies](#) to ensure the workplace is free from harassment, abuse and discrimination. The Employer will ensure a current hard copy of the policy will be maintained on each unit/department. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.
- 6.05 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy and Employees are required to cooperate with the investigation. Investigations will be conducted in an objective, timely and sensitive manner. Investigations will be concluded within ninety (90) days from the date the complaint was submitted to the Employer unless circumstances warrant an extension which the Union will not unreasonably deny.
- 6.06 Employees who are complainants of or respondents to an allegation will be informed in writing of the investigation's conclusions and general outcome subject to applicable privacy legislation.

**ARTICLE 7**  
**UNION STEWARDS**

- 7.01 (a) The Employer agrees to recognize Employees who are assigned as Union Stewards. A Union Steward may, at the request of an Employee, accompany or represent them at formal investigations, disciplinary meetings or in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave their job for this purpose they will request time off from their immediate Supervisor who is not within the scope of this Collective Agreement providing them with 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 the approval of the Supervisor or authorized alternate, such approval shall not be unreasonably withheld.
- (b) When leave to attend as a Union Steward has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus the actual amount to cover the cost of pension, benefits and a 15% administration fee.**
- 7.02 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time. The Union reserves the right to assign a Union Steward to represent a work area that has no Union Stewards.
- 7.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Office which shall be advised in writing of any change in this list.
- 7.04 The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives 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 denied.

**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 policy grievance is a Union grievance, it shall commence at Step 2 **and be submitted in writing, stating the Article claimed to have been violated, the particulars of the grievance and the redress sought.** 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 particulars** of the grievance, **and the redress sought, and where applicable the date of the Step 1 discussion** 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 HealthCare 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 **and shall not be unreasonably denied. Notwithstanding the foregoing, when a complainant, respondent, or witness to the investigation is on leave or is otherwise unable/unavailable to participate in the investigation, the timelines shall be extended by the equivalent length of the leave or period of time the Employee is unable/unavailable.**
- 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~~ **two (2) years** 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~~ **two (2) year** 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 11**  
**HEALTH AND SAFETY**

- 11.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. The Employer will require that Employees utilize safety equipment and devices as required by the Occupational Health and Safety Code. Required safety equipment and devices will be provided where necessary by the Employer. The Employer and Employees will take reasonable steps to eliminate, reduce or minimize all workplace safety hazards.
- 11.02 The Employer shall establish a Joint Workplace Health and Safety Committee(s) which shall be composed of representatives of the Employer and at least one (1) Employee representative of the Union and may include representatives of other employee groups. Where practical, the Union shall have two (2) representatives sit on the Committee(s). This Committee shall meet at least once a month.
- 11.03 The number of Employer representatives on the Joint Workplace Health and Safety Committee shall not exceed the number of representatives from the Union and other employee groups. The Joint Workplace Health and Safety Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings.
- 11.04 The Basic Rate of Pay shall be paid to an Employee representative for time spent in attendance at a meeting of this Joint Workplace Health and Safety Committee.
- 11.05 The Employer shall not unreasonably deny Employee representatives of the Joint Workplace Health and Safety Committee(s) access to the workplace to conduct safety inspections.
- 11.06 The Joint Workplace Health and Safety Committee shall consider such matters as occupational health and safety including responsibility for communication and education as required. The Union may make recommendations to the Employer in that regard.
- 11.07 The Joint Workplace Health and Safety Committee shall also consider measures necessary to protect the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard.
- 11.08 (a) If an issue arises regarding occupational health or safety, the Employee or Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position and report the issue in the Employer's Reporting System (e.g. MySafetyNet). If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the Joint Workplace Health and Safety Committee. The Joint Workplace Health and Safety Committee shall meet within ten (10) days (excluding Saturdays, Sundays and Named Holidays) of receiving a written issue regarding occupational health and safety.

- (b) Should an issue not be resolved by the Joint Workplace Health and Safety Committee, the issue shall be referred to the Senior Program Officer or designate(s) with accountability for Workplace Health & Safety, who will include the applicable Senior Operations Leader, or designate, as required. A resolution meeting between the Union and the Senior Program Officer, or Designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the Senior Program Officer. The Senior Program Officer or designate(s) shall reply in writing to the Union within seven (7) days (excluding Saturdays, Sundays and Named Holidays).
- (c) Should an issue not be resolved by the Senior Program Officer, or Designate(s) the issue shall be referred to the Chief Executive Officer (or Designate). A resolution meeting between the Union and the CEO (or Designate) shall take place within twenty-one (21) calendar days of the issue being referred to the CEO. The CEO (or Designate) shall reply in writing to the Union within seven (7) calendar days (excluding Saturdays, Sundays and Named Holidays).
- ~~(d) Should the issue remain unresolved following the CEO's (or Designate) written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within twenty eight (28) calendar days of the presentation by the Union.~~

## 11.09

## Workplace Violence Prevention:

The Employer shall have in place a Workplace Violence Prevention and Response Policy (that includes harassment and bullying). The Employer shall maintain policies, procedures and resources (*insert hyperlink*) with the objective of addressing and ensuring a safe and respectful workplace free of violence.

- (a) For all incidents of workplace violence involving an Employee and a patient, resident or member of the public the Employee must:
  - (i) report the incident immediately to the manager/medical leader or supervisor; and
  - (ii) report the incident through the Employer's Reporting System (e.g. MySafetyNet).

The Employer shall:

- (i) investigate in accordance with Employer policy; and
- (ii) inform Employees affected by the incident of the investigation's findings, including cause(s) and areas for corrective action, subject to applicable privacy legislation/obligations.

Issues unresolved through this process may be submitted to the Joint Workplace Health and Safety Committee as per the process in Clause 11.08.

- (b) All incidents of workplace violence between Employees of Alberta Health Services may be reported either through the Employer's Reporting System (e.g. MySafetyNet) or in accordance with the applicable Employer policy and procedures and shall be investigated in accordance with such policy.

- (c) Employees will be given time during their shift to report an incident through the Employer's Reporting System (e.g. MySafetyNet).
  - (d) Employees will have access to online learning with regard to safety reporting requirements (e.g. Required Organizational Learning - Working Safely).
- 11.10 The Employer shall have a process in place to protect the Employees in situations that could impact the safety of the Employees in the workplace such as: isolation/contagious disease communication and notification of violent patient/resident.
- 11.11 Working Alone  
Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan. Employees shall be provided with and required to use the hazard controls specified within the applicable Working Alone Plan.
- 11.12 Employer policies, plans and procedures related to Occupational Health & Safety shall be reviewed annually by the Joint Workplace Health and Safety Committee.
- 11.13 Where the Employer requires that the Employee receive specific immunization and titre, as a result of or related to their work, it shall be provided at no cost.
- 11.14
  - (a) Occupational Health & Safety education, training and instruction shall be provided to Employees, at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act*, Regulation or Code.
  - (b) The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Such training shall be provided at the Employee's basic rate of pay.
- 11.15 When introducing a regularly scheduled shift that begins or ends between the hours of twenty-four hundred (2400) and zero six hundred (0600), the Employer will notify the Union.

**ARTICLE 16**  
**LAYOFF AND RECALL**

**Layoff**

- 16.01 The Employer and the Union recognize the value of meeting prior to a position abolishment or layoff process occurring to discuss how the processes will take place, review the current seniority list and other relevant factors. The Parties will also discuss the impact on Employees on approved Leave of Absence, WCB, STD and LTD insurance benefits.
- 16.02 When, in the opinion of the Employer, it becomes necessary to:
- (i) reduce the number of Regular Employees; or
  - (ii) reduce the FTE of Regular Employee(s); or
  - (iii) increase the FTE of Regular Employee(s)
- the Employer will notify Employees at least twenty-eight (28) calendar days prior to the layoff. The twenty-eight (28) calendar days' notice shall not apply where layoff results from an Act of God, fire, flood, or work stoppage by Employees not covered by this Collective Agreement. If the Employee to be laid off is not provided with an opportunity to work their regularly scheduled hours during the twenty-eight (28) calendar days after the notice of layoff, the Employee shall be paid in lieu of such work for that portion of the twenty-eight (28) calendar days during which work was not made available.
- 16.03 (a) 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, and home-site shall be the first (1<sup>st</sup>) Employee(s) laid off.
- (b) Where there is an increase of the FTE of Regular Employee(s) due to schedule changes, the Regular Employee(s), within the affected classification, affected department or program within the home-site shall be the first (1<sup>st</sup>) Employees offered increases to their FTE based on seniority, provided they have the qualifications and abilities to perform the work or can meet the requirements for the increase within a training/orientation period of up to the first five (5) shifts. Should the Regular Employee(s) reject the offer, the Employee is deemed to be laid off. Should the Regular Employee(s) accept the offer; the Employee will not be laid off.
- 16.04 A consultation meeting will be arranged by the Employer:
- (a) Between the Employee, an Employer Representative(s), and a Union Representative(s) at which time the Employee will be advised of available vacant positions into which they may be placed with:
    - (i) equal, higher, or lower FTE;
    - (ii) same or lower classification/end rate;
    - (iii) for which they are qualified or meet the requirements of the position

within a training/orientation period of up to the first five (5) shifts;  
and

(iv) within a fifty (50) kilometer radius of the Employee's site.

(b) An Employee eligible to be placed in accordance with Clause 16.04(a) shall have seventy-two (72) hours to advise the Employer of their decision to accept or reject the placement.

(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 the Employee voluntarily leaves that position, or for a period of twelve (12) months, whichever is earlier. An Employee whose Basic Rate of Pay is maintained is not eligible for wage increases, pursuant to retroactivity changes in Basic Rate of Pay or otherwise, but is subject to wage decreases.**

16.05 An Employee who is not placed in a position in accordance with Clause 16.04 and who declines placement in a vacant equivalent FTE position within their pay grade at their home site shall not be eligible to displace another Employee and shall forfeit recall rights.

16.06 An Employee to whom Clause 16.05 does not apply may displace another Employee with less seniority subject to the following sequence and provided they are qualified to perform the duties, or meet the requirements of the position within a training/orientation period of up to the first five (5) shifts:

(a) first, the least senior Employee at the home site in the same FTE and same classification; or

(b) next, the least senior Employee at the home site with the same FTE within the same pay grade; or

(c) next, the least senior Employee at the home site within the same pay grade and the same or lower FTE; or

(d) next, the least senior Employee at another site within a fifty (50) kilometer radius of the Employee's site and within the same pay grade and the same FTE; or

(e) next, the least senior Employee working at a site within a fifty (50) kilometer radius of the Employee's site who is in the next lowest pay grade, within the same group, with the same or lower FTE, for which the Employee is qualified.

16.07 An Employee displacing in accordance with Clause 16.06 shall have seventy-two (72) hours to advise the Employer of their decision.

16.08 An Employee choosing not to displace another Employee may accept layoff subject to recall.

16.09 Employees on full layoff such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory benefit plans specified in Article 31: Prepaid Health Benefits, provided that the Employee makes arrangements prior to the date of layoff to pay the full premium costs. Such arrangements shall continue for a period of twelve (12) months from the date of initial layoff. In the event an Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium cost. In the event an Employee on full layoff is recalled to a benefit-eligible position, the Employer and the Employee will resume payment of their share of the premiums for applicable benefit plans in accordance with Article 31: Prepaid Health Benefits.

**Recall**

16.10 Employees who have been laid off for less than three hundred sixty-five (365) calendar days shall be recalled in order of seniority.

16.11 Recall shall be to positions:

- (a) in the Employee's previous or lower classification/end rate provided the Employee possesses the necessary qualifications to perform the work and;
- (b) with an equal or lower FTE; and
- (c) within a fifty (50) kilometer radius of the Employee's site

16.12 The method of recall shall be by telephone or, if such is not possible, by registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work on the date specified or other mutually agreed date. Failure to report on the date specified or mutually agreed date shall constitute a termination of employment by the Employee.

16.13 (a) Employees placed into a position within their current classification in accordance with Clauses 16.04, 16.06 or 16.11 shall be subject to a trial period of twenty (20) shifts in which to demonstrate their ability to perform the duties of the new position. During the trial period the Employee may be returned to layoff status for the balance of the initial layoff period.

(b) Employees placed into a position that is different than their current classification in accordance with Clauses 16.04, 16.06 or 16.11 shall be subject to a trial period of forty (40) shifts in which to demonstrate their ability to perform the duties of the new position. During the trial period the Employee may be returned to layoff status for the balance of the initial layoff period.

16.14 Recall rights shall be forfeited if:

- (a) an Employee refuses recall to a position with an equivalent FTE within their pay grade and at the same home site from which the Employee was laid off;
- (b) the Employee accepts a recall and returns to a position in the same pay grade and FTE;
- (c) the Employee applies on a posted position and is successful in accordance

with Article 17: Promotions, Transfers and Vacancies.

- (d) three hundred and sixty-five (365) calendar days from the date of the initial layoff have expired.
- 16.15 No new Employees will be hired within a fifty (50) kilometer radius of a site where layoffs occurred while there are laid off Employees from that site who possess the necessary qualifications for the position and are willing to accept it.
- 16.16 Employees on layoff:
- (a) shall indicate in writing on a quarterly basis to the Employer their availability to work casual shifts;
  - (b) who refuse casual shifts may do so without adversely impacting their recall rights.
- 16.17 An Employee shall have the right to refuse a recall to a position with a lesser FTE or a lower paid classification than their pre-layoff position without forfeiting their recall rights.
- 16.18 Regular Employees on layoff shall not be deemed to have abandoned recall rights to their pre-layoff FTE positions by accepting temporary positions or positions with a lesser FTE or a lower paid classification.
- 16.19 If a number of Employees are to be affected by a staffing/FTE adjustment, the Employer and Union may mutually agree to an alternate process that minimizes the impact to the affected Employees and the organization.
- 16.20 The Union shall be provided with an up-to-date layoff list on a quarterly basis subject to the Employer's systems capability.
- 16.21 In this Article, "pay grade" means "series"; that is the classification contained within each alphanumeric identifier contained in the pay classification appendix.

**ARTICLE 17**  
**PROMOTIONS, TRANSFERS AND VACANCIES**

- 17.01 All Regular and Temporary vacancies to be filled, which fall within the Bargaining Unit, will be posted electronically for a period of not less than seven (7) full calendar days excluding Named Holidays. A copy of the posting will be provided to the Union. The posting shall contain the following information:
- (a) classification;
  - (b) qualifications;
  - (c) employment status (i.e. regular full-time, regular part-time, temporary, etc.);
  - (d) full-time equivalency;
  - (e) range of rate of pay;
  - (f) if a temporary position, the anticipated duration of the position;
  - (g) for information purposes only, current site(s);
  - (h) for information purposes only, a notice of vacancy shall specify the current number of hours per shift, current shifts per shift cycle and the current shift pattern for the position.
- 17.02 Subject to Clause 17.04, where vacancies are filled, first consideration shall be given to Employees who are already members of the Bargaining Unit.
- 17.03 All applications delivered to the specified Human Resources department during the posting period will be considered. Where there are internal applicants for a posting, the name of the successful applicant shall be communicated to them in writing within seven (7) calendar days of the appointment and provided electronically to the Union.
- 17.04
- (a) In making promotions and transfers, experience, qualifications, requisite job-related skills, abilities, and other relevant attributes applicable to the position shall be the primary consideration. Where these factors are assessed by the Employer to be relatively equal, seniority shall be the deciding factor.
  - (b) Promotions shall only be made in accordance with Clause 17.04(a) or Article 19: Reclassification.
- 17.05 When circumstances require the Employer to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.



17.06 An Employee transferred or promoted to a position in the Bargaining Unit shall serve a trial period of up to four hundred and sixty-five (465) hours worked in the new position or to a maximum of six (6) months for Regular Part-time Employees. During the trial period the Employee may either:

- (a) return to their former position at their request; or
- (b) be returned to their former position;

but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position within the site consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer or promotion.

17.07 (a) Where a vacancy for a temporary position has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, the Employee shall be reinstated in their former position. If such reinstatement is not possible, the Employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had the Employee remained in the former position. A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee.

Regular Employees who are reinstated or placed in another suitable position will provide the former department as much notice as possible and where possible a minimum of two (2) weeks notice.

- (b) Where a vacancy for a temporary position has been filled by the appointment of a Casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, the Employee shall be reinstated to casual status and shall resume the normal terms and conditions of employment applicable to a Casual Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee during the term of the temporary position.

17.08 During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:

- (a) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 17: Promotions, Transfers and Vacancies. In the event that such Employee is successful on a posting pursuant to Article 17: Promotions, Transfers and Vacancies, the Employer shall not be required to post any resulting vacancy, if the time remaining for the temporary position is less than three (3) months.

- (b) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which the Employee was hired ~~or within three (3) months of the end of the expiry of the term for which the Employee was hired.~~

- 17.09 The reinstatement or placement of an Employee in accordance with Clauses 17.06 and 17.07(a) shall not be construed as a violation of the posting provisions of Clause 17.01.
- 17.10 The Employer shall provide to each new Employee a copy of their position description/specifications, within fifteen (15) working days of commencement of employment.
- 17.11 The Parties may mutually agree to waive application of this Article.

**ARTICLE 19**  
**RECLASSIFICATION**

- 19.01 Employees holding positions which fall within the Bargaining Unit will be provided with a copy of their Job Description or list of duties upon written request to their immediate Supervisor who is not within the scope of this Collective Agreement.
- 19.02 (a) When the duties of a classification are significantly altered by an action of the Employer, or where a new classification is developed by the Employer, which may fall within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed rate of pay for such classification within twenty-one (21) calendar days of the action.
- (b) The Union may contest the proposed rate of pay by sending written notice to the Employer. A notice to contest the rate of pay must be sent to the Employer not later than twenty-one (21) calendar days from the date of the Employer's notice.
- (c) The Parties shall attempt to resolve the rate of pay through negotiations. Should the two (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply.
- (d) The proposed rate of pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed rate of pay. Such amended rate will be effective from the date of written notice from the Employer to the Union.
- 19.03 An Employee who believes they are improperly classified due to a substantial change in their job duties may request a classification review by submitting their written rationale for the proposed change in classification and, if applicable any proposed changes to the job description to their immediate Supervisor/ Manager who is not within the scope of this Collective Agreement, with a copy to Human Resources. Requests for a classification review will be dealt with within sixty (60) days of receipt.
- An Employee may only request a subsequent review when substantive changes have occurred in the position and at least six (6) months have elapsed since the last review.
- 19.04 The Employer (Human Resources-Job Evaluation) will review the request and render a classification decision based on the current approved job description, job profiles and/or methodology, in effect with the Employer. The Employee will be advised of the classification decision within ninety (90) consecutive calendar days (exclusive of Saturdays, Sundays and Named Holidays) of the date of the request, unless otherwise agreed to between the parties. The review will be based on the position as it was on the date of the request for review.
- 19.05 An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced in accordance with Article 37: Salaries.
- 19.06 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 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. An Employee whose Basic Rate of Pay is maintained is not eligible for wage increases, pursuant to retroactivity changes in Basic Rate of Pay or otherwise, but is subject to wage decreases.**

19.07

Should the Employee feel that they have not received proper consideration in regards to a classification review, they may request that the matter be further reviewed as outlined below.

(a) Classification Appeal Request

When an Employee wishes to have a classification decision further reviewed, the Employee, in consultation with the Union Representative (Classification) shall submit a written request to the Employer (Human Resources-Job Evaluation) within fifteen (15) consecutive calendar days (exclusive of Saturdays, Sundays and Named Holidays) of the time the Employee received written notification of the classification decision.

The written request shall include:

- (i) Rationale/ reason for disagreement with the classification decision (i.e. why the classification decision is not appropriate).
- (ii) Identify an existing appropriate classification level and title within the collective agreement for the position and provide rationale on how the current job duties fit within the proposed classification.
- (iii) Job Description (to include approved duties of position, classification allocation, classification title, working title, and reports to title).
- (iv) Any additional information and/or supporting documentation that is necessary or relevant to evaluate the request.

Upon receipt of the request for appeal and complete information, a representative from the Employer (Human Resources-Job Evaluation) and the Union Representative (Classification) will review all relevant documents from the Employee to determine validity of the appeal within thirty (30) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays). A valid appeal must be submitted within the above stated timeline and include all the aforementioned written request criteria. Note: Compensation is not an appealable factor.

(b) Internal Appeal Process

- (i) Following confirmation of appeal validity, as noted above, the Employer (Human Resources-Job Evaluation) will conduct a further review of the position which may include discussions with the Employee, the Employee's Manager and/or Director and the Union. Following the review, the Employer (Human Resources-Job Evaluation) will provide notification of the classification decision in writing and include a detailed rationale for the decision specifically addressing the reason(s) identified in the appeal request. The response will be provided within sixty (60) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays)

following receipt of the appeal.

- (ii) In the event the Employee in consultation with the Union does not agree with the decision, the Union may advance the appeal to the Director, Job Evaluation (or designate), within fifteen (15) consecutive calendar days (excluding Saturday, Sundays and Named Holidays) following the date the decision was communicated in (i) above.
- (iii) The Director, Job Evaluation (or designate) shall meet with the Employer (Human Resources-Job Evaluation) and Union Representative (Classification) within sixty (60) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) of the appeal being advanced to this level (Internal Appeal). Both Parties shall submit their respective positions in writing to the other Party and to the Appeal Chair no later than ten (10) consecutive calendar days (excluding Saturdays, Sundays, and Named Holidays), prior to the date of the appeal hearing.
- (iv) The decision of the Director, Job Evaluation (or designate), will be communicated to the Employer (Human Resources-Job Evaluation) and the Union Representative (Classification), for distribution to the Employee, within ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) of the internal appeal hearing.
- (v) Where a decision from this process results in an increase in pay for the affected Employees, such pay increase will be effective the date the Employee submitted the original request for review.

(c) External Appeal Process

In the event the Employee does not agree to the classification decision by the Director, Job Evaluation (or designate), the Employee may request the Union advance the appeal to be heard by a Third Party (External) Classification Consultant within fifteen (15) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) of the reply from the Director, Job Evaluation.

The hearing with the Third Party (External) Classification Consultant will be comprised of three (3) members: one (1) member appointed by the Union (Union Representative Classification), one (1) member appointed by the Employer (Human Resources-Job Evaluation), and the Third Party (External) Classification Consultant who shall act as an Appeal Chair.

The Third Party (External) Classification Consultant (Appeal Chair) shall be selected from a standing list of external consultants agreed to by the Parties. The fees and expenses of the Chair shall be shared equally between the Parties.

The appeal hearing will be scheduled for both Parties to present and discuss their rationales and supporting documentation with the attendees at the hearing as identified above. This hearing shall be scheduled within sixty

(60) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) or within such period as may be mutually agreed between the Parties, from the date that the appeal was advanced to the external level.

Both Parties shall submit their respective positions in writing to the other Party and to the Third Party (External) Classification Consultant no later than ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays) prior to the date of the appeal hearing.

The Third Party (External) Classification Consultant will review the information provided in writing and discussed at the appeal hearing to render a decision within ten (10) consecutive calendar days (excluding Saturdays, Sundays and Named Holidays). Decisions will be based on the Employer's classifications, classification system, current approved job description, job profiles and/or methodology, in effect within Alberta Health Services. Decisions will be final and binding on both Parties and not subject to the grievance procedure.

Where a decision from this process results in an increase in pay for the affected Employees, such pay increase will be effective the date the Employee submitted the request for review.

**ARTICLE 22**  
**OVERTIME**

- 22.01 All overtime must be authorized in advance by the Employer. Should a situation arise where an Employee is unable to have overtime approval in advance, payment for the hours worked in accordance with this Article shall not be unreasonably denied.
- 22.02 Time off in lieu of overtime worked shall only be granted if requested by the Employee and approved by the Employer. Employees shall not be required to layoff during a regular shift to equalize any overtime worked previously.
- 22.03 Overtime shall be shared as equally as possible among Employees who perform the work involved.
- 22.04 Except in the case of unforeseen circumstances, when overtime work is scheduled the Employee affected shall be given at least four (4) hours' notice.
- 22.05 An Employee who normally travels from work to their place of residence by means other than their own vehicle following completion of their regular 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 reasonable and substantiated cost of alternate transportation from the place of employment to their residence.
- 22.06 Where an Employee is authorized to work a full seven and three-quarter (7 3/4) hours overtime assignment, the provisions of Clause 20.05 shall apply as though it were a regular shift.
- 22.07 Where time off in lieu of overtime is granted in accordance with Clause 22.02, the overtime worked shall be banked at two times (2X) their Basic Rate of Pay. Lieu time banked shall not exceed thirty-eight point seven-five (38.75) hours at any given time.
- 22.08 Time off in lieu of overtime not taken by the last pay period end date in March in any given year shall be paid out ~~unless otherwise mutually agreed.~~
- 22.09 An Employee who is eligible for overtime and who works a double shift (continuous) shall be provided with access to a meal during the second (2<sup>nd</sup>) shift at no cost.

**Regular Full-time Employees**

- 22.10 A Regular Full-time Employee who works overtime shall be paid at the rate of two times (2X) their Basic Rate of Pay for all overtime. Overtime is defined as:
- (a) time worked in excess of seven and three-quarter (7 3/4) hours per day; or
  - (b) time worked in excess of eight (8) hours per day for Power Engineers and Plant Operators or Maintenance Worker IV's; or

- (c) for Employees working a modified work day, time worked in excess of the daily hours for the non-standard work day; or
- (d) time worked when an Employee is called back to duty beyond the Employee's normal working hours, pursuant to Article 24: Call Back; or
- (e) time worked on an Employee's scheduled day(s) off. Article 24: Call Back shall not apply if the scheduled day(s) off are changed by giving not less than seven (7) calendar days' notice.

22.11 Where an Employee works overtime on a Named Holiday, the Named Holiday pay as outlined in Clause 27.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be paid as follows:

- (a) for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay.
- (b) for all overtime hours worked on August Civic Holiday and Christmas Day at three times (3X) the applicable Basic Rate of Pay.

### **Regular Part-time Employees**

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

- (a) any time worked in excess of seven and three-quarter (7 3/4) hours during any one (1) day; or
- (b) any time worked in excess of eight (8) hours per day for Power Engineers, Plant Operators or Maintenance Worker IV's who are scheduled to work a regular eight (8) hour shift in a Power Plant Operation; or
- (c) any time worked in excess of the daily hours for Employees who are scheduled to work a modified hours work day; or
- (d) any time worked in excess of the total 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.

22.13 Where an Employee works overtime on a Named Holiday, the Named Holiday pay as outlined in Clause 27.03 shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be paid as follows:

- (a) for all overtime hours worked on a Named Holiday at two point five times (2.5X) the applicable Basic Rate of Pay; or
- (b) for all overtime hours worked on August Civic Holiday and Christmas Day at three times (3X) the applicable Basic Rate of Pay.



**ARTICLE 28**  
**ANNUAL VACATION**

28.01

**Vacation Entitlement**

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 vacation with pay. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) during each of the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days [one hundred sixteen point two five (116.25) hours, or one hundred and twenty (120) hours for employees whose regular hours are eight (8) hours per day];
- (b) during each of the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days [one hundred and fifty-five (155) hours, or one hundred and sixty (160) hours for employees whose regular hours are eight (8) hours per day];
- (c) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days [one hundred and ninety-three point seven five (193.75) hours, or two hundred (200) hours for employees whose regular hours are eight (8) hours per day];
- (d) during the twentieth (20<sup>th</sup>) and each subsequent year of continuous employment, an Employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days [two hundred and thirty-two point five (232.5) hours, or two hundred and forty (240) hours for employees whose regular hours are eight (8) hours per day].
- (e) **Supplementary Vacation**
  - (i) Upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional five (5) working days 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 five (5) working days 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 five (5) working days 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 five (5) working days 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 five (5) working days of supplementary vacation with pay.
- (vi) Subject to Clause 28.03(e), 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.

28.02 (a) As far as is possible Employees shall be granted their choice of vacation periods according to seniority but the right to allot vacation periods is reserved by the Employer in order to ensure efficient operations. In the event that the Employer and the Employee cannot agree upon the date of commencement of an Employee's vacation, the Employer shall set a vacation period and shall attempt to give thirty (30) calendar days notice but in no circumstances shall give less than fourteen (14) calendar days notice in advance. In circumstances where the Employer sets an Employee's vacation period with less than thirty (30) calendar days notice, and the Employee disputes such decision, the Employee shall first discuss the matter with their immediate Supervisor who is not within the scope of this Collective Agreement in accordance with Clause 8.05. If the matter is not resolved, the Employee may commence their grievance directly to Step III within ten (10) days of the date the Employee was notified of the scheduling of their vacation period.

- (b) The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during the summer months. An Employee may take a maximum of four (4) weeks during the period of June 1<sup>st</sup> to August 31<sup>st</sup> unless otherwise approved by the Employer.

28.03 (a) Vacation leave may not be divided into more than three (3) periods except with the approval of the Employer. In the event approval is granted to divide vacation leave, dates for one period only will be allowed to fall in whole or in part between June 1<sup>st</sup> to August 31<sup>st</sup> inclusive except when such period is not requested by another Employee.

- (b) All vacation earned during one (1) vacation year shall be taken during the next following vacation year. An Employee may be permitted to carry-forward up to five (5) days vacation accrual to the next vacation year. Requests to carry-forward vacation shall be made in writing and shall be subject to the approval of the Employer. Arrangements to mutually agree on scheduling of such excess entitlement shall occur in accordance with Clause 28.02. This limit may be exceeded in extenuating circumstances with prior approval of the Employer.

- (c) Notwithstanding Clause 28.03(b) above, an employee shall have the right to utilize vacation credits during the vacation year in which they are earned, provided the following conditions are met:

- (i) such utilization does not exceed the total credits earned by an Employee at the time of taking vacation; and
  - (ii) such vacation is taken at a mutually agreeable time.
- (d) Pursuant to Clause 28.03(b):
- (i) a new vacation year begins May 1;
  - (ii) accrued vacation in excess of the yearly entitlement not taken by May 1 in any given year may be paid out upon written request of an Employee and in accordance with Employer Policy.

(e) **Time of Vacation**

The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits a vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year. Requests for vacation which are submitted after March 15th shall be dealt with on a first come, first served basis. **Employees are required to request at least seventy-five percent (75%) of their annual vacation entitlement on the vacation planner.**

- (f) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation hours accrued to the date of vacation.
- (g) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) calendar days of the request.
- (h) Once vacations are authorized by the Employer, they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

28.04 Except when vacations are changed by mutual agreement when an Employee is required by the Employer to work during their vacation the Employee shall receive pay at two times (2X) Basic Rate of Pay. Hours worked while on vacation shall not be deducted from the Employee's vacation credits.

28.05 An Employee shall earn vacation leave pursuant to Clause 28.01 during the following authorized absences:

- (a) financially assisted Education Leave;
- (b) sick leave for the first (1st) thirty (30) consecutive work days;
- (c) Workers' Compensation for the first (1st) thirty (30) consecutive work days;
- (d) any other leave of absence with or without pay for the first (1st) thirty (30) calendar days.

28.06 An Employee who terminates his service or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

**Regular Part-time Employees Vacations with Pay**

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

Hours worked as a regular Employee as specified in Article 20, times the applicable percentage outlined below equals the number of hours of paid vacation time to be taken.

- (i) six percent (6%) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of continuous employment;
- (ii) eight percent (8%) during each of the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of continuous employment;
- (iii) ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of continuous employment;
- (iv) twelve percent (12%) during the twentieth (20<sup>th</sup>) and each subsequent year of continuous employment.

(v) Supplementary Vacation

- (A) Upon having reached twenty-five (25) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
- (B) Upon having reached thirty (30) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
- (C) Upon having reached thirty-five (35) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
- (D) Upon having reached forty (40) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.
- (E) Upon having reached forty-five (45) years of continuous employment, a one-time additional two percent (2%) for supplementary vacation.

(b) Regular Part-time Employees who have earned proportional vacation with pay entitlement shall be scheduled for paid vacation and leave without pay equivalent to the calendar period of time provided to a Full-time Employee as specified in Clause 28.01.

**ARTICLE 29**  
**SICK LEAVE**

- 29.01 "Illness" means any illness, injury (other than injuries covered by the WCB) or quarantine restrictions.
- 29.02 (a) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- (b) An Employee, whose work performance is adversely affected by a condition mentioned in (a) above, may be referred by the Employer to the appropriate Employee Assistance Plan.
- 29.03 **Sick Leave Entitlement**
- (a) During the probationary period worked by a Full-time continuous Employee, any time off because of illness will be without pay. After completion of the probationary period, such Employee shall be entitled to cumulative sick leave credit computed from the date of commencement of employment at the rate of one and one-half (1 1/2) normal working days per month for each full month of employment up to a maximum of one hundred and twenty (120) normal working days.
- (b) Article 29: Sick Leave applies to regular Part-time Employees except that such 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 regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours of a Full-time Employee. Such Employee shall not be entitled to apply sick leave credits during the probationary period and payment will be made only for days such Employees are regularly scheduled to work and cannot attend because of illness.
- 29.04 **Conditions of Illness Entitlement**
- (a) Sick leave shall be granted only up to the amount of the accumulated sick leave credits at the time such leave is granted.
- (b) If an Employee uses their total accumulated sick leave credit, on return to employment such Employee shall be entitled to accumulate further sick leave credits on the basis set forth in Clause 29.03 of this Article.
- (c) An Employee who is unable to report for duty due to illness is required to inform their Supervisor or designate, as soon as possible, but in any event not less than two (2) hours before the Employee was to report to duty.
- (d) Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Where **the Employer has required proof and** the Employee has paid a fee for such proof, the full fee shall be reimbursed by the Employer **with proof of fee receipt**.
- (e) When an Employee:

- (i) is required to travel for the purposes of medical referral and/or treatment, or;
- (ii) is unable to schedule medical appointments outside of their work hours and requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, providing the Employee has provided the Employer with as much advance notice as possible and has been given prior authorization by the Employer;

such absence shall be ~~neither~~ charged against their accumulated sick leave. ~~, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave.~~ Employees may be required to submit proof, to the Employer, of appointments. **Employees are strongly encouraged to schedule personal medical appointments outside of working hours.**

- (f) (i) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period and the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Clause 29.04.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "in-patient" during the course of their vacation, the Employee shall be deemed to be on sick leave for the period of the stay in hospital and subsequent period of recovery, subject to the provisions of Clause 29.04. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (ii) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 29.04 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

- (g) Sick leave credit shall not accrue during:

- (i) any period of sick leave in excess of thirty (30) calendar days; or
- (ii) a layoff; or

- (iii) an absence while in receipt of disability insurance or Worker's Compensation benefits in excess of thirty (30) calendar days; or
- (iv) leave of absence without pay in excess of thirty (30) calendar days.

29.05

An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits. During this period the Employee may request a payout from their vacation bank, accrued Named Holiday bank, or accrued overtime bank, to bridge their pay, beginning on the date their sick leave credits expire and continuing for the remainder of the waiting period required by the STD or LTD plans.

**ARTICLE 32**  
**LEAVE OF ABSENCE**

32.01 **General Leave of Absence**

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer. Except in exceptional circumstances, or where there is mutual agreement between the Employee and the Employer, the Employer will reply in writing to a request for leave of absence within fourteen (14) calendar days of receipt of the request.

32.02 **Provisions Governing Leaves of Absence**

- (a) All applications for leave of absence, with the exception of bereavement leave, shall be made in writing to the Employer in advance. Applications shall indicate the date of departure on leave of absence and the date of return.
- (b) An Employee who has been granted leave of absence of any kind and who overstays their leave without reason acceptable to the Employer shall be considered to have terminated their employment.
- (c) In the case of leaves of absence without pay of more than thirty (30) calendar days duration, subject to the requirements and approval by the Insurer(s), Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans such as pension, Alberta Blue Cross, etc.
- (d) In the case of leaves of absence without pay in excess of thirty (30) calendar days Employees shall cease to accrue sick leave and earned vacation. The Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. An Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.
- (e) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, LTD or if applicable, EI SUB Plan benefits, benefit plan premium payments shall be administered in the same manner as an Employee absent due to illness.

32.03 **Bereavement Leave**

- (a) (i) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family [i.e. spouse, (including common-law and/or same- sex relationship), child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancé].
- (ii) For the first (1<sup>st</sup>) five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of



attending the funeral. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when the Employee is entitled to that bereavement leave.

32.04

**Maternity Leave**

- (a) A pregnant Employee who has completed ninety (90) days of continuous employment shall, upon their written request, providing at least fourteen (14) calendar days advance notice, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that the Employee commences maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed sixteen (16) weeks.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 32.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

32.05

**Parental Leave**

- (a) An Employee who has completed ninety (90) days of continuous employment shall, with at least fourteen (14) calendar days written notice, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty-two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) The Employee may commence parental leave:
  - (i) following the end of their sixteen (16) weeks maternity leave; or
  - (ii) up to two (2) weeks prior to the expected delivery date of the child; or
  - (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption; or
  - (iv) upon one (1) days notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.

- (c) An Employee requesting an extension of parental leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.
- (d) Subject to Article 32.05(e), an Employee on maternity leave or parental leave shall provide the Employer with at least fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.
- (e) In the event that during the period of an Employee's maternity leave or parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or parental leave Article 16: Layoff and Recall will be applied.

32.06

**Personal Leave**

- (a) Benefit eligible Regular Employees shall be entitled to Personal Leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members and illness in the Employee's immediate family. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.
- (b) The number of Personal Leave days are determined by the FTE as of April 1 of each year.
  - (i) Full-time and Part-time Employees greater than zero point eight (0.80) FTE shall be entitled to three (3) days of seven point seven five (7.75) hours each;
  - (ii) Part-time Employees between zero point six (0.60) and zero point eight (0.80) FTE shall be entitled to two (2) days to a maximum of seven point seven five (7.75) hours each;
  - (iii) Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day to a maximum of seven point seven five (7.75) hours.
- (c) Personal Leave days granted per incident as a full day.
- (d) Any Personal Leave days not used by March 31<sup>st</sup> of each year shall not be carried over or paid out on termination of employment.
- (e) New Employees hired after January 1<sup>st</sup> of each year shall not receive Personal Leave days until April 1<sup>st</sup> of the following year.

32.07

**Caregiver Leaves**

- (a) Compassionate/Terminal Care Leave
  - (i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven

(27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the commencement of the leave. Such leave shall end upon the death of the qualified relative, when the Employee ceases to provide care for the qualified relative, or after twenty-seven (27) weeks of leave, whichever is earlier.

(ii) Qualified relative for compassionate/terminal care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* and the *Employment Standards Code Regulations*, including:

- the Employee’s family members: spouse, adult interdependent partner or common-law partner; children (and their partner/spouse); current or former foster children (and their partner/spouse); current or former wards; parents, step-parents and/or current or former guardians (and their partner/spouse); current or former foster parents; siblings, half-siblings, step-siblings (and their partner/spouse); grandchildren, step-grandchildren (and their partner/spouse); grandparents, step-grandparents; aunts, uncles, step-aunts, step-uncles (and their partner/spouse); nieces, nephews (and their partner/spouse); a person the Employee isn’t related to but considers to be like a close relative; or,
- family members of the Employee’s spouse, common-law or adult interdependent partner: children (and their partner/spouse); current or former wards; parents, step-parents, foster parents; siblings, half-siblings, step-siblings; grandparents; grandchildren; aunts, uncles; nieces, nephews.

The Employee may be eligible for the compassionate care benefit under Employment Insurance legislation.

(iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.

(iv) Notwithstanding Article 32.02(a), an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) Critical Illness Leave

(i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to leave of absence without pay or benefits:

- for a period of up to thirty-six (36) weeks to care for their critically ill child; or,
- for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.

(ii) “Critically ill child” means a child, step-child, foster child or child

who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for parents of critically ill child leave under the Alberta *Employment Standards Code* and regulations.

- (iii) “Critically ill qualified adult relative” means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the Alberta *Employment Standards Code* and regulations.
  - (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
  - (v) Notwithstanding Article 32.02(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

32.08

**Jury or Witness Duty**

Any Regular Employee required by law for jury or witness duty shall be allowed time off without loss of regular earnings during such absence but any fee received as such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence.

32.09

**Time Off for Union Business**

- (a) Time off from work without loss of regular earnings will be provided on the following basis:
  - (i) The grievor and/or one (1) Local appointee for time spent in discussing grievances with representatives of the Employer as outlined in the grievance procedure.
  - (ii) Local appointees not to exceed three (3) in number for time spent in EMAC meetings with representatives of the Employer.
- (b) Provided that the efficiency of the Employer shall not in any way be disrupted, time off work without pay may be granted to Local members for the following purposes:
  - (i) to attend Provincial Executive meetings or meetings of the Union's Bargaining Committee;
  - (ii) to attend Conventions of the Alberta Union of Provincial Employees;
  - (iii) to attend special Union meetings;
  - (iv) members of the Union Negotiating Committee, for time spent meeting with representatives of the Employer, during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;
  - (v) members elected as representatives of the Union to attend Seminars

and Local meetings; and

- (vi) members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated.
- (c) When leave to attend to Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus the actual amount to cover the cost of pension, ~~and~~ benefits, **and a 15% administration fee.**

32.10

**Death or Disappearance of a Child Leave**

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to fifty-two (52) weeks.
- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:
  - (i) begins on the day on which the death or disappearance occurs, and
  - (ii) ends on the earliest of:
    - the length of the leave specified in Article 32.10(a) or (b), or
    - in the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, but no later than the end of the fifty-two (52) week period, or
    - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
  - (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
  - (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

32.11

**Domestic Violence Leave**

- (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
- (b) Alternatively, an Employee may access applicable leaves of absence or banks such as sick leave, personal leave, or witness duty leave.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

32.12

**Citizenship Ceremony Leave**

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

32.13

**Military Leave**

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

**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, 21, 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 Employment**

Provided the hours have been made available by the Employer and provided the Employee has not made prior arrangements with Employer approval that would allow for a period of inactivity:

- a) a Casual Employee **shall work hours in every pay period.**
- b) **a Casual Employee who does not work hours in a pay period 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.**

**ARTICLE 37**  
**SALARIES**

37.01 The Basic Rate of Pay as set out in the Salary Schedule shall be applicable to all Employees covered by this Collective Agreement, effective on the dates specified therein.

37.02 An Employee's Basic Rate of Pay shall be advanced to the next higher rate following:

**(a) in the case of a Full-time Employee, one (1) year of service the completion of two thousand twenty-two point seven five (2,022.75) regular hours [or two thousand eighty-eight (2,088) regular hours] paid at the Basic Rate of Pay or at the applicable rate in the case of:**

**(a) regularly scheduled hours worked on a Named Holiday; and/or**

**(b) in accordance with scheduling penalties paid pursuant to Article 20.07(a), (b), (c), (d), and (e).**

**Employees shall not increment more frequently than once in a twelve (12) month period. ;**

**(b) in the case of a Part-time Employee, the completion of the applicable yearly equivalent regular hours of work of a Full-time Employee [two thousand twenty-two point seven five (2,022.75) or two thousand eighty-eight (2,088) regular hours paid].**

**Unless otherwise changed by the operations of the terms of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee within the same classification shall have their anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to their change in status.**

37.03 Upon verification of a new Employee having job specific and relevant experience within the preceding twelve (12) months, the Employee's starting salary may be adjusted one (1) salary increment for each full year of experience, up to the top increment of the pay range.

- 37.04 The salary of an Employee reclassified, promoted, or transferred to a higher classification shall be advanced to the start rate of the higher classification, **except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, they shall be advanced to the next higher increment that provides an increase to the existing Basic Rate of Pay** ~~Where the start rate of the higher classification does not provide at least a three percent (3%) increase to their current rate, the Employee's salary shall be advanced to the next step of the higher classification that provides an increase of at least three percent (3%)~~ provided this does not exceed the top step of the classification. When the Employee's salary is advanced to the higher classification, it shall be advanced to the next step after a period of time has elapsed equal to the agreed time period between pay steps for the higher classification.
- 37.05 When an Employee is reclassified, promoted, or transferred to a classification with the same end rate as their present classification, such Employee shall move to the pay step which is equal to their present Basic Rate of Pay, or if there is no such pay step, they shall move to the pay step that has a Basic Rate of Pay that is next higher to their present Basic Rate of Pay. The Employees' anniversary date for the purpose of increments will not change.
- 37.06 When an Employee is transferred or transfers to a lower rated classification, the Employee shall move to the pay step of the lower rated classification that is closest to but not higher than their present Basic Rate of Pay. The Employees anniversary date for the purpose of increments will not change.
- 37.07 Should the Employer issue an overpayment of wages and/or entitlements, the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements will be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employees' gross earnings per pay period.

**ARTICLE 39**  
**EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

39.01

~~The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be returned to all eligible Employees as a lump sum payment once each year or when an eligible Employee terminates or transfers to an Employment status which is not eligible for the payment. The payment to eligible Employees shall be processed in December each year.~~

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

**ARTICLE 40**  
**CONTRACTING OUT**

- 40.01 The Employer will not contract out services that will result in the loss of encumbered Regular General Support Services Bargaining Unit positions without **at least ninety (90) days written notice to the Union. Lesser notice may be provided when urgent issues rapidly emerge.** ~~meaningful consultation and discussion with the Union.~~ This does not impact the ability of the Employer to make changes through attrition.
- ~~40.02 The Employer shall provide the Union with at least ninety (90) days written notice prior to when a final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.~~
- 40.032 The Employer agrees that it will disclose to the Union the:
- (a) nature of, and rationale for, the initiative,
  - (b) scope of the potential contracting out,
  - (c) potential impacts on Regular Employees, and
  - (d) anticipated timeframe for the initiative.
- ~~40.04 The Union shall provide in writing to the Employer possible alternatives to the contracting out initiative.~~
- 40.053 **Where the Employer provides notice to the union of contracting out, where possible and within the ninety (90) day period** ~~During the notice period, the Parties shall~~ **may** discuss reasonable ~~alternatives~~ **options** to maximize retention of Regular Employees potentially affected by the contracting out initiative, ~~including examination of potential retraining and/or redeployment opportunities~~ as an alternative to Article 16: Layoff and Recall.
- 40.064 The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.
- 40.075 **Dispute Resolution**
- (a) The application of the consultation process in this Article is subject to Article 8: Grievance Procedure.
  - (b) The final decision regarding contracting out is not subject to Article 8: Grievance Procedure.

**LETTER OF UNDERSTANDING #4**  
**BETWEEN**  
**ALBERTA HEALTH SERVICES**  
**- and -**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: MUTUAL AGREEMENT TO ADJUST FTEs**

WHEREAS the Parties see the mutual value in:

- Providing Employees with confirmation of their full-time equivalent (FTE):
- Defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- Developing larger FTEs and more full-time positions **for the bargaining unit as a whole**;

The Parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the **Union-Employee**.
  - (a) The process for requesting a change to FTEs shall be as follows:
    - (i) Employees may request to increase or decrease the Employee's FTE. **The Employer shall advise the Union of such request;**
    - (ii) Employers may offer to increase an Employee's FTE **following consultation with the Union;**
    - (iii) seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with the Letter of Understanding.
  - (b) Where mutual agreement is reached in accordance with paragraph 1(a) above:
    - (i) regular hours of work for that classification within the bargaining unit shall not be reduced;
    - (ii) amendments to FTEs will be limited to the work area from which the original request was received;
    - (iii) such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.
2. Mutual agreement to amend FTEs shall not be considered a violation of Article 17: Promotions, Transfers and Vacancies or Article 16: Layoff and Recall.
3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.
4. This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later. If this

Letter of Understanding expires and is not renewed, any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

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**LETTER OF UNDERSTANDING #5**  
**BETWEEN**  
**ALBERTA HEALTH SERVICES**  
**- and -**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: 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 Remote or Hybrid Work Arrangement agreement except as modified below.

**Definitions**

A “Remote or Hybrid Work Arrangement” shall mean work performed by Employees who use computers and telecommunication equipment to work 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 as designated by the Employer at the time of entering a Remote or Hybrid Work Arrangement Agreement (i.e. home site).

**Terms of Agreement**

1. An Employee or the Employer may discontinue the Remote or Hybrid Work Arrangement by providing sixty (60) calendar days written notice to the 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. 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 the Employee's Assigned Site when the Remote or Hybrid Work Arrangement is discontinued in accordance with the above.
5. An Employee may be temporarily reassigned to an alternate Employer Site, within fifty (50) kilometers of the Employee's Assigned Site, or another Employer Site by mutual agreement, for operational reasons.
6. Nothing in 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.
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:
  - 24.01 (a) When a Regular Full-time Employee is called back to work at an Employer Site outside of scheduled working hours, they shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates, whichever is the greater.
  - (b) A Regular Part-time Employee who has completed a shift and is called back and required to return to work at an Employer Site outside the Regular Part-time Employee's regular hours, shall be paid for the call at overtime rates or a minimum of two (2) hours at overtime rates, whichever is greater.
  - (c) Such Employee shall be reimbursed for a round trip between their place of employment and their home at the Government of Alberta rates per kilometer.
  - (d) A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining minimum call- back pay.
- 24.02 An Employee who is called back to work at an Employer Site on a Named Holiday in accordance with Clause 24.01, shall receive two and one-half times (2 1/2X) their Basic Rate of Pay for the actual hours worked or a minimum of two (2) hours whichever is greater.
- 24.05 When an Employee is consulted by telephone or electronic method and has been:

- (a) assigned to on-call duty and authorized by the Employer to handle job-related matters without returning to an Employer Site; or
- (b) designated by the Employer to handle job-related matters without returning to an Employer Site.

The Employee shall be paid at the applicable rate for the total accumulated time spent on telephone or electronic consultation(s) and corresponding documentation and resolution during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

11. An Employee shall be entitled to include travel time as part of their scheduled shift when travel time is required and approved during their scheduled shift between Employer Sites. 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.
12. The Employee shall be available to attend work at 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, performance appraisals, or other work required to be completed onsite as directed by the Employer.
13. An Employee shall be reimbursed for necessary parking expenses at sites other than their Assigned Site in accordance with Employer policy.
14. The Employer may visit the 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.
15. The Employee shall report all of their absences from work to their immediate supervisor or designate.
16. **The Employee will immediately notify their immediate supervisor or designate of any technical issues that prevents the Employee from performing their duties at their approved Remote Site. The Employee:**
  - (a) shall report to the Employee's Assigned Site or to an alternate Employer Site within fifty (50) kilometers of the Employee's Assigned Site, or another Employer Site by mutual agreement; or**
  - (b) may request and use banked time for the absence, if approved.**
17. It is understood that dependent care provisions will be in place during hours of work.

ON BEHALF OF THE EMPLOYER:

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ON BEHALF OF THE UNION:

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

**Equipment:**

1. The Employer will provide one set of applicable Information Technology (IT) equipment required for the Remote or Hybrid Work Arrangement. A written inventory of equipment 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 the pick-up, exchange and return of the equipment to the appropriate Employer Site for the purposes of repair, replacement or upgrades (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. Any change in the Remote Site location must be approved by the Employer in advance. If the Employee moves and does not pay for the move and reconnection of equipment and related resources, the 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, supplies and Employer information in the possession of the Employee must be returned to the Employer within 24 hours of the termination of a Remote or Hybrid Work 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 Remote or Hybrid Work Arrangement Employee must:
  - (a) 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, 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 Remote or Hybrid Work Arrangement, including the fact that the equipment is the property of the Employer and covered by Employer insurance but that the Employee will be using it in their home;
  - (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 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. Any hard copy paper documents containing confidential information shall be returned in a secure manner to 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 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 #7**  
**BETWEEN**  
**ALBERTA HEALTH SERVICES**  
**- and -**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: FLEXIBLE SPENDING ACCOUNT**

**Flexible Spending Account (FSA)**

1. **Eligibility**

- (a) A FSA shall be implemented for all regular Employees eligible for benefits in accordance with Article 31: Prepaid Health Benefits.
- (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their fulltime equivalencies (FTE's).

2. **Calculation**

The FSA will be calculated as follows:

~~Eight hundred and fifty dollars (\$850.00) to be allocated to each eligible Full-time Employee and prorated for each eligible Part-time Employee based on their FTE as of the last day of the pay period immediately prior to December 1st (eligibility date) of each year.~~

~~Effective January 1, 2023, the FSA will be calculated as follows:~~

Nine hundred dollars (\$900.00) to be allocated to each eligible Full-time Employee and prorated for each eligible Part-time Employee based on their FTE as of the last day of the pay period immediately prior to December 1<sup>st</sup> (eligibility date) of each year.

3. **Utilization**

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
  - (i) tuition costs or course registration fees;
  - (ii) travel costs associated with course attendance;
  - (iii) professional journals; and
  - (iv) books or publications.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.



- (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 31.01(b) and (c) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan or a Tax-Free Savings Account administered by the Employer.
- (e) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.
- (g) Personal computing and mobile digital devices:
  - Computers & related hardware
  - Computer repairs & maintenance
  - Electronic storage devices
  - Internet services & internet devices
  - Data storage devices (ipods, etc.)
  - Printers & print cartridges
  - Computer upgrades – ram or software for phone or computer
  - Software
  - Smart phones (including holders or cases)
  - Smart phone repairs & maintenance
  - Smart phone service plans
  - Smart phone peripherals (chargers, cables, etc.)
  - Smart phone applications
- (h) Alternative Transportation:
  - Bus passes
  - Bus tickets
- (i) Ergonomic Support
  - Ergonomic back support
  - Ergonomic wrist support
  - Ergonomic foot rest

4. **Allocation**

- (a) Employees who are eligible for the FSA will make an allocation during the pay period immediately following December 1<sup>st</sup> for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an Employee's FSA as of December 31<sup>st</sup> of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Employees who are laid off after January 1<sup>st</sup> in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.

- (d) Reimbursement will be provided by the Employer upon submission of an original receipt.

5. **Implementation**

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
  - (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
  - (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.
6. An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

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

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

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\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**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 **ninety sixty (690)** calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the **ninety sixty (690)** 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.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

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**NEW LETTER OF UNDERSTANDING #AA  
BETWEEN  
ALBERTA HEALTH SERVICES**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: RETURN FOR SERVICE AGREEMENT (RFSa)**

Whereas it is the intention of the Parties to facilitate recruitment and retention of classifications where there are in-class and/or field training competency requirements facilitated by the Employer, the Parties agree as follows:

1. The Employer may hire an applicant into a classification requiring a RFSa in accordance with this Letter of Understanding.
2. Recruitment shall be in accordance with the Collective Agreement.
3. Upon offering an applicant employment, the Employer shall advise the applicant of the financial value of the return for service that would be required to be paid back to the Employer if the terms of the RFSa are not fulfilled.

4. **The Commitment**

The Commitment shall include a total of hours spent in training and;

- a) For Regular Employees to work for the Employer in the position that they have been hired into for a continuous period of twenty-four (24) months, plus any time taken as a Leave of Absence for thirty (30) or more consecutive calendar days or;
  - b) For Casual Employees to work for the Employer for a minimum of two thousand and four hundred hours (2,400).
5. If an Employee is terminated prior to the end of the Commitment, the dollar amount to be repaid to the Employer will be pro-rated based on the total months or hours remaining in the Commitment.
6. a) If an Employee voluntarily takes a different position with the Employer to which they were originally hired for under the RFSa, prior to the end of the RFSa Commitment, the RFSa may transfer to the new position and may be considered continuous at the Employer's sole discretion. Where the RFSa is not transferred to the new position, the Employee agrees to repay the dollar amount remaining in the Commitment.
  - b) Subject to 6a) and pursuant to 4a), a Casual Employee who transfers to a regular position during their Commitment, will have their Commitment amended to the equivalent remaining time in months less the hours worked as a Casual Employee calculated as if they were in that regular position at the start of their initial RFSa.
  - c) Subject to 6a) and pursuant to 4b), a Regular Employee who transfers to a Casual Employee during their Commitment, will have their Commitment amended to the equivalent remaining hours for a Casual Employee less the total hours worked as a Regular Employee in the RFSa position.

7. The Employer may waive the provisions of this Letter of Understanding at its sole discretion.

ON BEHALF OF THE EMPLOYER:

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ON BEHALF OF THE UNION:

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**NEW LETTER OF UNDERSTANDING #BB**  
**BETWEEN**  
**ALBERTA HEALTH SERVICES**  
**-and-**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

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

1. The Parties agree to the following transitional terms for Alberta Health Services employees that move from exempt positions, or from other bargaining units, into the General Support Services (GSS) Bargaining Unit as a result of a decision from the Alberta Labour Relations Board, a reclassification, or from agreement between the Parties.
2. For a transition into the Bargaining Unit, the Employer shall identify the following dates for each transition:
  - (a) Implementation Date – Unless expressly addressed otherwise in this Letter of Understanding, the Implementation Date will be the date upon which the terms and conditions of the AHS/AUPE GSS Collective Agreement apply.
  - (b) Benefit Implementation Date – The date upon which the Employee(s) will be covered by the AUPE GSS Benefit plan.
3. For a transition into the Bargaining Unit, the following provisions shall apply as they relate to the respective Articles in the AHS/AUPE GSS Collective Agreement:
  - (a) **Article 5: Union Membership and Payment of Dues**

AUPE dues deductions from Employees shall take effect on the Implementation Date.
  - (b) **Article 14: Probation**

Employees who have not completed their probation as of the Implementation Date shall serve the remaining portion of their probationary period in accordance with the AHS/AUPE GSS Collective Agreement.
  - (c) **Article 15: Seniority**

Seniority shall be the date Employees were hired with the Employer (including continuous service with a former entity that is contiguous with their service with AHS).
  - (d) **Article 17: Promotions, Transfers, and Vacancies – Trial Period**

Employees who have not completed their trial period as of the Implementation Date shall serve the remaining portion of their trial period in accordance with the AHS/AUPE GSS Collective Agreement.

(e) **Article 20: Hours of Work**

The Parties agree that hours of work and schedules will comply with the AHS/AUPE GSS Collective Agreement within one hundred and twenty (120) days of the Implementation Date.

(f) **Article 22: Overtime**

- (i) As of the Implementation Date, Employees will be eligible for overtime in accordance with the AHS/AUPE GSS Collective Agreement.
- (ii) Overtime banks accrued up to the implementation date shall be maintained and transferred up to a maximum of thirty-eight point seven five (38.75) hours. Any hours in excess of the thirty-eight point seven five (38.75) hours will be paid out prior to the Implementation Date. As of the Implementation Date, Overtime banks will be administered in accordance with the AHS/AUPE GSS Collective Agreement.
- (iii) Overtime days in lieu that have been approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

(g) **Article 27: Named Holidays**

- (i) As of the Implementation Date, Employees will be eligible for Named Holidays in accordance with the AHS/AUPE GSS Collective Agreement.
- (ii) Named Holiday banks, including the floater holiday bank, accrued up to the Implementation Date shall be maintained and transferred intact. As of the Implementation Date, Named Holiday banks will be administered in accordance with the provisions of the AHS/AUPE GSS Collective Agreement.
- (iii) Time off in lieu of a Named Holiday approved prior to the Implementation Date shall not be cancelled or modified as a result of this transition.

(h) **Article 28: Annual Vacation**

- (i) Employees shall have their continuous service date with AHS (including continuous service with a former entity that is contiguous with their service with AHS) recognized for the purpose of establishing annual vacation entitlement. Commencing on the Implementation Date, an Employee's vacation entitlement shall be in accordance with the AHS/AUPE GSS Collective Agreement. If, as of the Implementation Date, the Employee's vacation entitlement exceeds the entitlement under the AHS/AUPE GSS Collective Agreement, the Employee will maintain their vacation entitlement until it is matched by the applicable vacation entitlement under the Collective Agreement.
- (ii) Vacation banks accrued up to the Implementation Date shall be maintained and transferred intact. As of the Implementation Date, Vacation banks will be administered in accordance with the provisions of the AHS/AUPE GSS Collective Agreement.
- (iii) Subject to the provisions of the AHS/AUPE GSS Collective Agreement, vacation days approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

(i) **Article 29: Sick Leave**



Sick leave accrued up to the Implementation Date shall be maintained and transferred to a maximum of nine-hundred and thirty (930) hours. As of the Implementation Date, sick leave credits will be administered in accordance with the provisions of the AHS/AUPE GSS Collective Agreement.

(j) **Article 31: Prepaid Health Benefits**

- (i) Eligible employees shall be placed in the common AHS/AUPE GSS benefit plan effective the Benefit Implementation Date.
- (ii) Employees who had benefits prior to implementation date shall not lose coverage solely as a result of transition.
- (iii) Treatments with a service date prior to the Benefit Implementation Date will remain subject to the provisions of the previous benefit plan.
- (iv) Treatments with a service date as of the Benefit Implementation Date or later will be subject to the provisions of the AHS/AUPE GSS benefit plan.
- (v) Any eligible expenses incurred prior to the Benefit Implementation Date are eligible to be claimed against the previous benefit plan provided that such claim is submitted to and received by Alberta Blue Cross within two (2) calendar months of the former benefit plan terminating.
- (vi) No waiting period will be required for Employees enrolling in the Benefit Plan as a result of this transition.

(k) **Article 32: Leaves of Absence**

(i) **Personal Leave**

Effective the next April 1 after the Implementation Date, eligible Employees shall receive personal leave in accordance with the provisions of the AHS/AUPE GSS Collective Agreement.

(ii) **Modified Workdays: Modified Workday/Flexible Work Schedule**

The parties agree to review all existing modified workday/flexible work schedule agreements within one hundred and twenty (120) days of the Implementation Date to ensure compliance with the AHS/AUPE GSS Collective Agreement. Banked hours accrued as a result of any of the aforementioned arrangements shall be maintained and transferred intact. Any time off associated with any of these arrangements and approved prior to the Implementation Date shall not be cancelled/modified as a result of this transition.

(iii) **Employees Absent Due to WCB, STD, LTD, or Leave of Absence**

Employees who are absent due to Workers' Compensation, Short Term Disability, Long Term Disability, or approved Leave of Absence on the Implementation Date shall continue under the previous terms and conditions of employment or Collective Agreement.

The terms and conditions of the AHS/AUPE GSS Collective Agreement and the transition provisions of this Letter of Understanding shall apply effective the date the Employee returns to work.

(l) **Flexible Spending Account (FSA)**

- (i) As of the Benefits Enrollment Date, Employees shall be covered by Letter of Understanding #7 – Flexible Spending Account in the AHS/AUPE GSS Collective Agreement. For the purposes of implementation, the allocation to the GSS FSA shall be pro-rated based upon the Employee’s FTE as of the Implementation Date and number of months remaining in the calendar year as of the Benefits Enrollment Date.
- (ii) AHS shall confirm an allocation period for all eligible Employees in order to allocate funds for utilization of their FSA for the remainder of the calendar year following the Implementation Date.

(m) **Article 35: Pension Plan**

Eligible Employees will continue to participate in the Local Authorities Pension Plan in accordance with the AHS/AUPE GSS Collective Agreement.

(n) **Article 37: Salaries**

- (i) Effective the Implementation Date, Employees will be placed at the Step on the GSS salary scale that is closest to, but not less than, the current hourly Basic Rate of Pay. If the Employee’s current hourly Basic Rate of Pay is greater than the top step for the classification, the Employee shall be placed on the top-step of the Salary Schedule and red-circled for twelve (12) months, or until the rate in the Salary Schedule equals or exceeds their red-circled rate, or if the Employee voluntarily leaves the position, whichever is earlier. An Employee whose Basic Rate of Pay is red-circled is not eligible for wage increases, pursuant to retroactivity changes in Basic Rate of Pay or otherwise, but is subject to wage decreases.
- (ii) Employees who receive a pay increase shall earn hours towards their next increment as of the Implementation Date.

**4. Employee Notification**

- (a) The Employer shall notify the impacted Employee(s) in writing, with a copy of the notification to the Union. The notification shall include the following:
  - (i) Confirmation of the Implementation Date of their transition
  - (ii) Employment status (i.e. regular full time, regular part-time, temporary, or casual)
  - (iii) FTE
  - (iv) Classification
  - (v) Step in the Salary Schedule and Basic Rate of Pay
  - (vi) Confirmation of the Benefit Implementation Date
  - (vii) Seniority Date and date of hire (if different)
  - (viii) Vacation entitlement
  - (ix) Sick leave, vacation banks, named holiday bank, and overtime bank
- (b) Each employee shall have sixty (60) consecutive calendar days from the date of notification of the information above to advise the Employer, in writing, if the Employee believes the information to be incorrect.

- (c) Employees who are in disagreement with the Classification decision shall have fifteen (15) consecutive calendar days from the date of notification to submit a Classification Appeal Request, in writing, to the Employer in accordance with Article 19.07 of the AHS/AUPE GSS Collective Agreement.
  - (d) Employees will receive additional information outlining significant changes to the benefits plan.
- 5. The Parties agree to meet to discuss unique circumstances (hours of work arrangements, specific Letters of Understanding, local conditions, etc.) that may arise as a result of this Letter of Understanding.
  - 6. This Letter of Understanding shall remain in force and effect in accordance with Article 2: Term of Collective Agreement.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

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**LETTER OF UNDERSTANDING #CC**  
**BETWEEN**  
**ALBERTA HEALTH SERVICES**  
**-and-**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TERMS AND CONDITIONS APPLICABLE TO PROTECTIVE SERVICES  
OFFICER EMPLOYEES WORKING AN EXTENDED WORK DAY (MEAL BREAKS)**

Whereas the Parties agree to standardize an extended work day for Protective Services Officers, the following provisions outline such agreement:

1. The Employer and the Union acknowledge and confirm that with the exception of the specific terms and conditions provided within this letter of understanding (LOU), all Articles in this Collective Agreement shall remain in full force and effect.
  
2. 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) 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.
  - (iv) Notwithstanding that the meal breaks are to be excluded in the calculation of regular hours of work, all Employees must be readily available for duty during his rest and meal period, and shall be paid for that meal period at the Basic Rate of Pay.
  - (v) If an employee is recalled to duty or if the employer requires an employee to work during his meal period or rest period he shall be given a full meal period or rest period later in his shift, or where that is not possible, be paid for the meal period or rest period at two times (2X) the Basic Rate of Pay.

**LETTER OF UNDERSTANDING #DD**  
**BETWEEN**  
**ALBERTA HEALTH SERVICES**  
**-and-**  
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**RE: TRAVEL TIME APPLICABLE TO INFORMATION TECHNOLOGY**  
**EMPLOYEES-CALLBACK**

This Letter of Understanding is applicable to Regular Information Technology employees who are called back to work outside of their scheduled working hours and are required to use their own vehicle to travel to an AHS worksite that is not their assigned home-site.

The Parties agree to the following provisions to Article 24: Call-Back and Article 38: Transportation and Subsistence:

1. Travel time and distance will be calculated between an Employee's assigned home-site and the AHS worksite to which the Employee is called back to work pursuant to Article 24 (Call-Back), regardless of the Employee's actual starting location.
2. Employees are not eligible for paid travel time or paid worked time for the first two hundred (200) kilometers of round-trip travel between the Employee's assigned home-site and the AHS work site to which they are called back to work.
3. Employees may be eligible for paid travel time for the portion traveled above two hundred (200) kilometers on their round-trip travel between the Employee's assigned home-site and the AHS work site to which they are called back. Eligible paid travel time is paid at one times (1X) the Employee's basic rate of pay (BRP), calculated in five (5) minute increments for every ten (10) kilometers traveled beyond the first two hundred (200) kilometers.
4. Notwithstanding the above provisions, should the actual worked time on the call-back be less than two (2) hours, the travel time pursuant to the above provisions shall be inclusive of the minimum two (2) hours as outlined in clause 24.01 (Article 24: Call-Back).
5. Any payment pursuant to this Letter of Understanding is not worked time and does not contribute (but not limited) to the calculation of any Employee benefits (including pension and sick leave), salary step increments, vacation entitlement, or overtime.

**MAIN SALARY SCHEDULE**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Other	OT 1	Support Services Worker	Current	18.23	19.96	21.74				
			April 1/20	18.23	19.96	21.74				
			April 1/21	18.23	19.96	21.74				
			Sept. 1/22	18.46	20.21	22.01				
			April 1/23	18.83	20.61	22.45				
	OT 2	Volunteer Coordinator	Current	23.06	23.53	23.95	24.38	24.82	25.35	
			April 1/20	23.06	23.53	23.95	24.38	24.82	25.35	
			April 1/21	23.06	23.53	23.95	24.38	24.82	25.35	
			Sept. 1/22	23.35	23.82	24.25	24.68	25.13	25.67	
			April 1/23	23.82	24.30	24.74	25.17	25.63	26.18	
	OT 3	Lifeguard	Current	24.13	26.34					
			April 1/20	24.13	26.34					
			April 1/21	24.13	26.34					
			Sept. 1/22	24.43	26.67					
			April 1/23	24.92	27.20					
	OT 4	Working Leader – Recreation Facilities	Current	27.02	30.18					
			April 1/20	27.02	30.18					
			April 1/21	27.02	30.18					
			Sept. 1/22	27.36	30.56					
			April 1/23	27.91	31.17					
	OT 5	Driver Training Instructor	Current	27.70	32.26					
			April 1/20	27.70	32.26					
			April 1/21	27.70	32.26					
			Sept. 1/22	28.05	32.66					
			April 1/23	28.61	33.31					
	OT 6	Graphic Designer	Current	25.40	26.56	27.62	29.15	30.39	31.82	33.38
			April 1/20	25.40	26.56	27.62	29.15	30.39	31.82	33.38
			April 1/21	25.40	26.56	27.62	29.15	30.39	31.82	33.38
Sept. 1/22			25.72	26.89	27.97	29.51	30.77	32.22	33.80	
April 1/23			26.23	27.43	28.53	30.10	31.39	32.86	34.48	
OT 7	Draftsperson	Current	33.29	36.49						
		April 1/20	33.29	36.49						
		April 1/21	33.29	36.49						
		Sept. 1/22	33.71	36.95						
		April 1/23	34.38	37.69						
Driver(s)	DR 1	Driver I	Current	21.70	24.26					
			April 1/20	21.70	24.26					
			April 1/21	21.70	24.26					
			Sept. 1/22	21.97	24.56					
			April 1/23	22.41	25.05					

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	DR 2	Driver II	Current	24.13	26.56					
			April 1/20	24.13	26.56					
			April 1/21	24.13	26.56					
			Sept. 1/22	24.43	26.89					
			April 1/23	24.92	27.43					
Food Services	FS 1	Food Service I	Current	17.78	19.39					
			April 1/20	17.78	19.39					
			April 1/21	17.78	19.39					
			Sept. 1/22	18.00	19.63					
			April 1/23	18.36	20.02					
	FS 2	Food Service II	Current	19.43	21.23					
			April 1/20	19.43	21.23					
			April 1/21	19.43	21.23					
			Sept. 1/22	19.67	21.50					
			April 1/23	20.06	21.93					
	FS 3	Cook I	Current	22.80	25.08					
			April 1/20	22.80	25.08					
			April 1/21	22.80	25.08					
			Sept. 1/22	23.09	25.39					
			April 1/23	23.55	25.90					
	FS 4	Working Leader – Food Services	Current	22.76	25.37					
			April 1/20	22.76	25.37					
			April 1/21	22.76	25.37					
			Sept. 1/22	23.04	25.69					
			April 1/23	23.50	26.20					
FS 5	Cook II	Current	25.83	28.76						
		April 1/20	25.83	28.76						
		April 1/21	25.83	28.76						
		Sept. 1/22	26.15	29.12						
		April 1/23	26.67	29.70						
Environmental/ Laundry	EL 1	Environmental I Laundry I	Current	17.78	19.39					
			April 1/20	17.78	19.39					
			April 1/21	17.78	19.39					
			Sept. 1/22	18.00	19.63					
			April 1/23	18.36	20.02					
	EL 2	Environmental II Laundry II	Current	19.43	21.23					
			April 1/20	19.43	21.23					
			April 1/21	19.43	21.23					
			Sept. 1/22	19.67	21.50					
			April 1/23	20.06	21.93					

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	EL 3	Working Leader – Environmental Working Leader – Laundry	Current	22.76	25.37					
			April 1/20	22.76	25.37					
			April 1/21	22.76	25.37					
			Sept. 1/22	23.04	25.69					
			April 1/23	23.50	26.20					
Service Workers	SW 1	Service Worker I	Current	19.79	21.60					
			April 1/20	19.79	21.60					
			April 1/21	19.79	21.60					
			Sept. 1/22	20.04	21.87					
			April 1/23	20.44	22.31					
	SW 2	Service Worker II	Current	20.64	22.50					
			April 1/20	20.64	22.50					
			April 1/21	20.64	22.50					
			Sept. 1/22	20.90	22.78					
			April 1/23	21.32	23.24					
	SW 3	Working Leader – Service Worker	Current	23.20	25.56					
			April 1/20	23.20	25.56					
			April 1/21	23.20	25.56					
			Sept. 1/22	23.49	25.88					
			April 1/23	23.96	26.40					
Security	PS 1	Protective Services Officer I Telecommunications Operator/Dispatcher	Current	26.93	27.98	29.04	30.17	31.42	32.85	
			April 1/20	26.93	27.98	29.04	30.17	31.42	32.85	
			April 1/21	26.93	27.98	29.04	30.17	31.42	32.85	
			Sept. 1/22	27.27	28.33	29.40	30.55	31.81	33.26	
			April 1/23	27.82	28.90	29.99	31.16	32.45	33.93	
	PS 2	Protective Services Officer II	Current	32.36	33.42	34.58	35.79	37.06		
			April 1/20	32.36	33.42	34.58	35.79	37.06		
			April 1/21	32.36	33.42	34.58	35.79	37.06		
			Sept. 1/22	32.76	33.84	35.01	36.24	37.52		
			April 1/23	33.42	34.52	35.71	36.96	38.27		
Administrative Support	AS 1	Administrative Support I	Current	19.26	20.04	20.85	21.67	22.53	23.43	
			April 1/20	19.26	20.04	20.85	21.67	22.53	23.43	
			April 1/21	19.26	20.04	20.85	21.67	22.53	23.43	
			Sept. 1/22	19.50	20.29	21.11	21.94	22.81	23.72	
			April 1/23	19.89	20.70	21.53	22.38	23.27	24.19	
	AS 2	Administrative Support II	Current	20.62	21.42	22.29	23.19	24.09	25.07	
			April 1/20	20.62	21.42	22.29	23.19	24.09	25.07	
			April 1/21	20.62	21.42	22.29	23.19	24.09	25.07	
			Sept. 1/22	20.88	21.69	22.57	23.48	24.39	25.38	
			April 1/23	21.30	22.12	23.02	23.95	24.88	25.89	



Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	AS 3	Administrative Support III	Current	22.79	23.68	24.63	25.59	26.62	27.69	
			April 1/20	22.79	23.68	24.63	25.59	26.62	27.69	
			April 1/21	22.79	23.68	24.63	25.59	26.62	27.69	
			Sept. 1/22	23.07	23.98	24.94	25.91	26.95	28.04	
			April 1/23	23.53	24.46	25.44	26.43	27.49	28.60	
	AS 4	Data Coordinator	Current	22.65	24.18	25.78	27.34	28.89		
			April 1/20	22.65	24.18	25.78	27.34	28.89		
			April 1/21	22.65	24.18	25.78	27.34	28.89		
			Sept. 1/22	22.93	24.48	26.10	27.68	29.25		
			April 1/23	23.39	24.97	26.62	28.23	29.84		
	AS 5	Administrative Support IV Unit Clerk	Current	25.24	26.24	27.29	28.38	29.51	30.68	
			April 1/20	25.24	26.24	27.29	28.38	29.51	30.68	
			April 1/21	25.24	26.24	27.29	28.38	29.51	30.68	
			Sept. 1/22	25.56	26.57	27.63	28.73	29.88	31.06	
			April 1/23	26.07	27.10	28.18	29.30	30.48	31.68	
	AS 6	Administrative Support V Medical Transcriptionist	Current	27.55	28.65	29.78	30.98	32.22	33.50	
			April 1/20	27.55	28.65	29.78	30.98	32.22	33.50	
			April 1/21	27.55	28.65	29.78	30.98	32.22	33.50	
			Sept. 1/22	27.89	29.01	30.15	31.37	32.62	33.92	
			April 1/23	28.45	29.59	30.75	32.00	33.27	34.60	
AS 7	Administrative Support VI	Current	30.00	31.20	32.43	33.75	35.09	36.50		
		April 1/20	30.00	31.20	32.43	33.75	35.09	36.50		
		April 1/21	30.00	31.20	32.43	33.75	35.09	36.50		
		Sept. 1/22	30.38	31.59	32.84	34.17	35.53	36.96		
		April 1/23	30.99	32.22	33.50	34.85	36.24	37.70		
Supply & Procurement	SU 1	Stores I	Current	21.70	24.26					
			April 1/20	21.70	24.26					
			April 1/21	21.70	24.26					
			Sept. 1/22	21.97	24.56					
			April 1/23	22.41	25.05					
	SU 2	Stores II	Current	24.13	26.56					
			April 1/20	24.13	26.56					
			April 1/21	24.13	26.56					
			Sept. 1/22	24.43	26.89					
			April 1/23	24.92	27.43					
	SU 3	Supply Coordinator	Current	23.28	25.05	26.87				
			April 1/20	23.28	25.05	26.87				
			April 1/21	23.28	25.05	26.87				
			Sept. 1/22	23.57	25.36	27.21				
			April 1/23	24.04	25.87	27.75				

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Medical Support	SU 4	Procurement Specialist I	Current	27.45	30.64					
			April 1/20	27.45	30.64					
			April 1/21	27.45	30.64					
			Sept. 1/22	27.79	31.02					
			April 1/23	28.35	31.64					
	SU 5	Procurement Specialist II	Current	35.92	39.71					
			April 1/20	35.92	39.71					
			April 1/21	35.92	39.71					
			Sept. 1/22	36.37	40.21					
			April 1/23	37.10	41.01					
	SU 6	Procurement Specialist III	Current	39.11	40.48	41.89	43.37	44.88	46.22	
			April 1/20	39.11	40.48	41.89	43.37	44.88	46.22	
			April 1/21	39.11	40.48	41.89	43.37	44.88	46.22	
			Sept. 1/22	39.60	40.99	42.41	43.91	45.44	46.80	
			April 1/23	40.39	41.81	43.26	44.79	46.35	47.74	
Medical Support	MS 1	<b>Surgical Processor Developmental-Medical Device Reprocessing Technician</b>	Current	21.63						
			April 1/20	21.63						
			April 1/21	21.63						
			Sept. 1/22	21.90						
			April 1/23	22.34						
	MS 2	Pharmacy Assistant	Current	21.84	22.64	23.46	24.26	25.08		
			April 1/20	21.84	22.64	23.46	24.26	25.08		
			April 1/21	21.84	22.64	23.46	24.26	25.08		
			Sept. 1/22	22.11	22.92	23.75	24.56	25.39		
			April 1/23	22.55	23.38	24.23	25.05	25.90		
	MS 3	<b>Surgical Processor Certified Medical Device Reprocessing Technician</b>	Current	22.77	23.56	24.31	25.12	25.95		
			April 1/20	22.77	23.56	24.31	25.12	25.95		
			April 1/21	22.77	23.56	24.31	25.12	25.95		
			Sept. 1/22	23.05	23.85	24.61	25.43	26.27		
			April 1/23	23.51	24.33	25.10	25.94	26.80		
	MS 4	Working Leader – <b>Certified Medical Device Reprocessing Technician Surgical Processing</b>	Current	26.56	27.22	27.91	28.59	29.21		
			April 1/20	26.56	27.22	27.91	28.59	29.21		
			April 1/21	26.56	27.22	27.91	28.59	29.21		
			Sept. 1/22	26.89	27.56	28.23	28.95	29.58		
			April 1/23	27.43	28.11	28.83	29.53	30.17		
MS 5	<b>Biological Parts Specialist</b>	Current	30.39	33.35						
		April 1/20	30.39	33.35						
		April 1/21	30.39	33.35						
		Sept. 1/22	30.77	33.77						
		April 1/23	31.39	34.45						

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Therapy	TH 1	Client Companion	Current	16.11	16.92					
			April 1/20	16.11	16.92					
			April 1/21	16.11	16.92					
			Sept. 1/22	16.31	17.13					
			April 1/23	16.64	17.47					
	TH 2	Therapy Aide	Current	20.44	21.04	21.63	22.22	22.82		
			April 1/20	20.44	21.04	21.63	22.22	22.82		
			April 1/21	20.44	21.04	21.63	22.22	22.82		
			Sept. 1/22	20.70	21.30	21.90	22.50	23.11		
			April 1/23	21.11	21.73	22.34	22.95	23.57		
	TH 3	Single ILS Worker	Current	21.75	22.67	23.56	24.47	25.37		
			April 1/20	21.75	22.67	23.56	24.47	25.37		
			April 1/21	21.75	22.67	23.56	24.47	25.37		
			Sept. 1/22	22.02	22.95	23.85	24.78	25.69		
			April 1/23	22.46	23.41	24.33	25.28	26.20		
	TH 4	Technical Attendant Addiction & Mental Health Recovery Worker Peer Support Worker	Current	24.13	26.59					
			April 1/20	24.13	26.59					
			April 1/21	24.13	26.59					
			Sept. 1/22	24.43	26.92					
			April 1/23	24.92	27.46					
TH 5	Activities Convener	Current	22.39	23.34	24.32	25.25	26.22	27.10		
		April 1/20	22.39	23.34	24.32	25.25	26.22	27.10		
		April 1/21	22.39	23.34	24.32	25.25	26.22	27.10		
		Sept. 1/22	22.67	23.63	24.62	25.57	26.55	27.44		
		April 1/23	23.12	24.10	25.11	26.08	27.08	27.99		
Laboratory Services	LA 1	Laboratory Assistant I	Current	22.92	23.85	24.80	25.81	26.82	27.50	
			April 1/20	22.92	23.85	24.80	25.81	26.82	27.50	
			April 1/21	22.92	23.85	24.80	25.81	26.82	27.50	
			Sept. 1/22	23.21	24.15	25.11	26.13	27.16	27.84	
			April 1/23	23.67	24.63	25.61	26.65	27.70	28.40	
	LA 2	Laboratory Assistant II	Current	24.08	25.07	26.08	27.13	28.22	28.98	
			April 1/20	24.08	25.07	26.08	27.13	28.22	28.98	
			April 1/21	24.08	25.07	26.08	27.13	28.22	28.98	
			Sept. 1/22	24.38	25.38	26.41	27.47	28.57	29.34	
			April 1/23	24.87	25.89	26.94	28.02	29.14	29.93	
	LA 3	Team Leader – Lab	Current	26.90	27.95	29.06	30.24	31.43	32.27	
			April 1/20	26.90	27.95	29.06	30.24	31.43	32.27	
			April 1/21	26.90	27.95	29.06	30.24	31.43	32.27	
			Sept. 1/22	27.24	28.30	29.42	30.62	31.82	32.67	
			April 1/23	27.78	28.87	30.01	31.23	32.46	33.32	

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance	MA 1	Maintenance Worker I	Current	23.10	25.14					
			April 1/20	23.10	25.14					
			April 1/21	23.10	25.14					
			Sept. 1/22	23.39	25.45					
			April 1/23	23.86	25.96					
	MA 2	Maintenance Worker II	Current	26.14	28.53					
			April 1/20	26.14	28.53					
			April 1/21	26.14	28.53					
			Sept. 1/22	26.47	28.89					
			April 1/23	27.00	29.47					
	MA 3	Maintenance Worker III	Current	30.23	32.94					
			April 1/20	30.23	32.94					
			April 1/21	30.23	32.94					
			Sept. 1/22	30.61	33.35					
			April 1/23	31.22	34.02					
	MA 4	Horticultural Specialist	Current	30.76	33.67					
			April 1/20	30.76	33.67					
			April 1/21	30.76	33.67					
			Sept. 1/22	31.14	34.09					
			April 1/23	31.76	34.77					
MA 5	Maintenance Worker IV	Current	32.14	35.02						
		April 1/20	32.14	35.02						
		April 1/21	32.14	35.02						
		Sept. 1/22	32.54	35.46						
		April 1/23	33.19	36.17						
Engineering	PE 1	Power Engineer 4th Class	Current	33.72	36.51					
			April 1/20	33.72	36.51					
			April 1/21	33.72	36.51					
			Sept. 1/22	31.14	36.97					
			April 1/23	34.82	37.71					
	<del>PE 2</del>	<del>Control Centre Operator</del>	<del>Current</del>	<del>36.00</del>	<del>39.52</del>					
			<del>April 1/20</del>	<del>36.00</del>	<del>39.52</del>					
			<del>April 1/21</del>	<del>36.00</del>	<del>39.52</del>					
			<del>Sept. 1/22</del>	<del>36.45</del>	<del>40.01</del>					
			<del>April 1/23</del>	<del>37.18</del>	<del>40.81</del>					
	PE 32	Power Engineer 3rd Class	Current	36.48	39.52					
			April 1/20	36.48	39.52					
			April 1/21	36.48	39.52					
			Sept. 1/22	36.94	40.01					
April 1/23			37.68	40.81						

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	PE 43	Senior Control Operator Power Plant Coordinator I	Current	37.52	41.22					
			April 1/20	37.52	41.22					
			April 1/21	37.52	41.22					
			Sept. 1/22	37.99	41.74					
				April 1/23	38.75	42.57				
	PE 54	Power Engineer 2nd Class	Current	42.24	45.91					
			April 1/20	42.24	45.91					
			April 1/21	42.24	45.91					
			Sept. 1/22	42.77	46.48					
				April 1/23	43.63	47.41				
	PE 65	Power Plant Coordinator II	Current	44.63	49.20					
			April 1/20	44.63	49.20					
April 1/21			44.63	49.20						
Sept. 1/22			45.19	49.82						
			April 1/23	46.09	50.82					
Trades	TR 1	Locksmith	Current	33.31	36.82					
			April 1/20	33.31	36.82					
			April 1/21	33.31	36.82					
			Sept. 1/22	33.73	37.28					
				April 1/23	34.40	38.03				
	TR 2	Painter	Current	34.24	37.55					
			April 1/20	34.24	37.55					
			April 1/21	34.24	37.55					
			Sept. 1/22	34.67	38.02					
				April 1/23	35.36	38.78				
	TR 3	Carpenter Spraypainter	Current	35.91	39.04					
			April 1/20	35.91	39.04					
			April 1/21	35.91	39.04					
			Sept. 1/22	36.36	39.53					
				April 1/23	37.09	40.32				
	TR 4	Signwriter/ Painter Mechanical Service Technician	Current	37.55	40.88					
			April 1/20	37.55	40.88					
			April 1/21	37.55	40.88					
			Sept. 1/22	38.02	41.39					
				April 1/23	38.78	42.22				
TR 5	Instrumentation Tech I Plumber	Current	38.98	42.54						
		April 1/20	38.98	42.54						
		April 1/21	38.98	42.54						
		Sept. 1/22	39.47	43.07						
			April 1/23	40.26	43.93					

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
TR 6		Electronics Technologist I	Current	40.38	43.51								
			April 1/20	40.38	43.51								
			April 1/21	40.38	43.51								
			Sept. 1/22	40.88	44.05								
			April 1/23	41.70	44.93								
TR 7		Industrial Mechanic Instrumentation Tech II	Current	40.22	43.57								
			April 1/20	40.22	43.57								
			April 1/21	40.22	43.57								
			Sept. 1/22	40.72	44.11								
TR 8		Electrician Electronics Technologist II <del>Machinist</del> Machinist/Industrial Mechanic <del>Industrial Mechanic/ Welder</del> Medical Electronics Tech Machinist Technician Plumber/ Steamfitter Refrigeration Mechanic Temp. Control Mech - HVAC Facilities Technician	Current	41.59	44.90								
			April 1/20	41.59	44.90								
			April 1/21	41.59	44.90								
			Sept. 1/22	42.11	45.46								
			April 1/23	42.95	46.37								
			TR 9		Maintenance Planner Assistant Electrical Foreman	Current	42.61	46.03					
						April 1/20	42.61	46.03					
						April 1/21	42.61	46.03					
						Sept. 1/22	43.14	46.61					
						April 1/23	44.00	47.54					
TR 10		Instrumentation Tech III	Current	42.20	46.51								
			April 1/20	42.20	46.51								
			April 1/21	42.20	46.51								
			Sept. 1/22	42.73	47.09								
			April 1/23	43.58	48.03								
TR 11		Lead Hand	Current	43.39	46.89								
			April 1/20	43.39	46.89								
			April 1/21	43.39	46.89								
			Sept. 1/22	43.93	47.48								
			April 1/23	44.81	48.43								

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Finance	FI 1	Financial Analyst	Current	33.94	37.50	40.97				
			April 1/20	33.94	37.50	40.97				
			April 1/21	33.94	37.50	40.97				
			Sept. 1/22	34.36	37.97	41.48				
			April 1/23	35.05	38.73	42.31				
	FI 2	Sr. Financial Analyst	Current	41.00	45.30	49.60				
			April 1/20	41.00	45.30	49.60				
			April 1/21	41.00	45.30	49.60				
			Sept. 1/22	41.51	45.87	50.22				
			April 1/23	42.34	46.79	51.22				
Information Technology	IT 1	IT Customer Support I	Current	25.91	27.26	28.69	30.14	31.64		
			April 1/20	25.91	27.26	28.69	30.14	31.64		
			April 1/21	25.91	27.26	28.69	30.14	31.64		
			Sept. 1/22	26.23	27.60	29.05	30.52	32.04		
			April 1/23	26.75	28.15	29.63	31.13	32.68		
	IT 2	IT Customer Support II	Current	30.14	31.72	33.39	35.05	36.80		
			April 1/20	30.14	31.72	33.39	35.05	36.80		
			April 1/21	30.14	31.72	33.39	35.05	36.80		
			Sept. 1/22	30.52	32.12	33.81	35.49	37.26		
			April 1/23	31.13	32.76	34.49	36.20	38.01		
	IT 3	IT Analyst I	Current	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			April 1/20	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			April 1/21	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			Sept. 1/22	30.60	32.20	33.89	35.68	37.46	39.34	41.30
			April 1/23	31.21	32.84	34.57	36.39	38.21	40.13	42.13
	IT 4	IT Analyst II	Current	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			April 1/20	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			April 1/21	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			Sept. 1/22	37.78	39.75	41.86	44.06	46.26	48.56	51.01
			April 1/23	38.54	40.55	42.70	44.94	47.19	49.53	52.03
Professional	PR 1	Coordinator I	Current	27.55	28.65	29.78	30.98	32.22	33.50	
			April 1/20	27.55	28.65	29.78	30.98	32.22	33.50	
			April 1/21	27.55	28.65	29.78	30.98	32.22	33.50	
			Sept. 1/22	27.89	29.01	30.15	31.37	32.62	33.92	
			April 1/23	28.45	29.59	30.75	32.00	33.27	34.60	
	PR 2	Coordinator II Trainer	Current	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			April 1/20	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			April 1/21	30.22	31.80	33.47	35.24	37.00	38.85	40.79
			Sept. 1/22	30.60	32.20	33.89	35.68	37.46	39.34	41.30
			April 1/23	31.21	32.84	34.57	36.39	38.21	40.13	42.13

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	PR 3	Human Resources Technician	Current	31.92	33.61	35.38	37.25	39.10	41.05	42.50
			April 1/20	31.92	33.61	35.38	37.25	39.10	41.05	42.50
			April 1/21	31.92	33.61	35.38	37.25	39.10	41.05	42.50
			Sept. 1/22	32.32	34.03	35.82	37.72	39.59	41.56	43.03
			April 1/23	32.97	34.71	36.54	38.47	40.38	42.39	43.89
	PR 4	Business Analyst	Current	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			April 1/20	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			April 1/21	37.31	39.26	41.34	43.52	45.69	47.96	50.38
			Sept. 1/22	37.78	39.75	41.86	44.06	46.26	48.56	51.01
			April 1/23	38.54	40.55	42.70	44.94	47.19	49.53	52.03

**Addendum A: Local Conditions**

**Calgary Zone**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Technical		Web Administrator <sup>1</sup>	Current	26.53	29.05	31.62			
			April 1/20	26.53	29.05	31.62			
			April 1/21	26.53	29.05	31.62			
			Sept. 1/22	26.86	29.41	32.02			
			April 1/23	27.40	30.00	32.66			

**Dr. Cooke Extended Care Centre**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Therapy Assistant	Current	23.80	24.83	25.82	26.86	27.85	28.81	
			April 1/20	23.80	24.83	25.82	26.86	27.85	28.81	
			April 1/21	23.80	24.83	25.82	26.86	27.85	28.81	
			Sept. 1/22	24.10	25.14	26.14	27.20	28.20	29.17	
			April 1/23	24.58	25.64	26.66	27.74	28.76	29.75	

**Edmonton Zone**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Therapy	TH6	Team Lead – Addiction and Mental Health Recovery Worker	Current							
			April 1/20							
			April 1/21	27.87	30.66					
			Sept. 1/22	28.22	31.04					
			April 1/23	28.78	31.66					

<sup>1</sup> Former Calgary Health Region



**Addendum B: Current Incumbents Only**

**South Zone**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Medical Support Group		Community Health Representative <sup>2</sup>	Current	26.74	27.66	28.54	29.51	30.49	31.48	
			April 1/20	26.74	27.66	28.54	29.51	30.49	31.48	
			April 1/21	26.74	27.66	28.54	29.51	30.49	31.48	
			Sept. 1/22	27.07	28.01	28.90	29.88	30.87	31.87	
			April 1/23	27.61	28.57	29.48	30.48	31.49	32.51	

**Edmonton Zone**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Media Producer	Current	34.32	35.54	36.82	38.12	39.47	40.88	42.33
			April 1/20	34.32	35.54	36.82	38.12	39.47	40.88	42.33
			April 1/21	34.32	35.54	36.82	38.12	39.47	40.88	42.33
			Sept. 1/22	34.75	35.98	37.28	38.60	39.96	41.39	42.86
			April 1/23	35.45	36.70	38.03	39.37	40.76	42.22	43.72
Maintenance	MAS	Upholsterer	Current	31.65	34.63					
			April 1/20	31.65	34.63					
			April 1/21	31.65	34.63					
			Sept. 1/22	32.05	35.06					
			April 1/23	32.69	35.76					
	TR 8	Machinist	Current	41.59	44.90					
			April 1/20	41.59	44.90					
			April 1/21	41.59	44.90					
			Sept. 1/22	42.11	45.46					
			April 1/23	42.95	46.37					

**Calgary Zone**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	TR 4	Mechanical Services Technician	Current	37.55	40.88					
			April 1/20	37.55	40.88					
			April 1/21	37.55	40.88					
			Sept. 1/22	38.02	41.39					
			April 1/23	38.78	42.22					

<sup>2</sup> Former Chinook Health Region

**Addendum C: Salary Schedule for Lamont Health Care Centre**

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Clerica	1.1	Clerk Junior	Current	18.95	20.73					
			April 1/20	18.95	20.73					
			April 1/21	18.95	20.73					
			Sept. 1/22	19.19	20.99					
			April 1/23	19.57	21.41					
	1.2	Clerk I	Current	20.17	22.27					
			April 1/20	20.17	22.27					
			April 1/21	20.17	22.27					
			Sept. 1/22	20.42	22.55					
			April 1/23	20.83	23.00					
	1.3	Clerk II	Current	21.18	23.41					
			April 1/20	21.18	23.41					
			April 1/21	21.18	23.41					
			Sept. 1/22	21.44	23.70					
			April 1/23	21.87	24.17					
	1.4	Clerk III Unit Clerk	Current	22.79	23.68	24.63	25.59	26.62	27.69	
			April 1/20	22.79	23.68	24.63	25.59	26.62	27.69	
			April 1/21	22.79	23.68	24.63	25.59	26.62	27.69	
			Sept. 1/22	23.07	23.98	24.94	25.91	26.95	28.04	
			April 1/23	23.53	24.46	25.44	26.43	27.49	28.60	
1.5	Medical Transcriptionist	Current	26.07	28.65	29.78					
		April 1/20	26.07	28.65	29.78					
		April 1/21	26.07	28.65	29.78					
		Sept. 1/22	26.40	29.01	30.15					
		April 1/23	26.93	29.59	30.75					
Food Services	2.1	Food Services Worker	Current	18.23	19.96	21.74				
			April 1/20	18.23	19.96	21.74				
			April 1/21	18.23	19.96	21.74				
			Sept. 1/22	18.46	20.21	22.01				
			April 1/23	18.83	20.61	22.45				
	2.2	Cook I	Current	23.20	25.59					
			April 1/20	23.20	25.59					
			April 1/21	23.20	25.59					
			Sept. 1/22	23.52	25.91					
			April 1/23	23.99	26.43					

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Cleaning	3.1	Cleaning Housekeeping/ Laundry Aide	Current	18.23	19.96	21.74					
			April 1/20	18.23	19.96	21.74					
			April 1/21	18.23	19.96	21.74					
			Sept. 1/22	18.46	20.01	22.01					
			April 1/23	18.83	20.61	22.45					
	3.2	Assisted Living Attendant	Current	19.91	21.74						
			April 1/20	19.91	21.74						
			April 1/21	19.91	21.74						
			Sept. 1/22	20.16	22.01						
			April 1/23	20.56	22.45						
Medical Support	4.1	Recreation Attendant (without Course)	Current	18.23	19.21	19.81	20.44	21.10	21.59		
			April 1/20	18.23	19.21	19.81	20.44	21.10	21.59		
			April 1/21	18.23	19.21	19.81	20.44	21.10	21.59		
			Sept. 1/22	18.46	19.45	20.06	20.70	21.36	21.86		
			April 1/23	18.83	19.84	20.46	21.11	21.79	22.30		
	4.2	Recreation Attendant (with Course)	Current	18.78	19.38	20.19	20.80	21.59	22.22		
			April 1/20	18.78	19.38	20.19	20.80	21.59	22.22		
			April 1/21	18.78	19.38	20.19	20.80	21.59	22.22		
			Sept. 1/22	19.01	19.62	20.44	21.06	21.86	22.50		
			April 1/23	19.39	20.01	20.85	21.48	22.30	22.95		
	4.3	Surgical Processor	Current	22.79	23.61	24.37	25.13	25.94			
			April 1/20	22.79	23.61	24.37	25.13	25.94			
			April 1/21	22.79	23.61	24.37	25.13	25.94			
			Sept. 1/22	23.07	23.91	24.67	25.44	26.26			
			April 1/23	23.53	24.39	25.16	25.95	26.79			
	4.4	Senior Surgical Processor	Current	24.07	25.09	26.13	27.12	28.07	29.15		
			April 1/20	24.07	25.09	26.13	27.12	28.07	29.15		
			April 1/21	24.07	25.09	26.13	27.12	28.07	29.15		
			Sept. 1/22	24.37	25.40	26.46	27.46	28.42	29.51		
			April 1/23	24.86	25.91	26.99	28.01	28.99	30.10		
4.5	Therapy Assistant	Current	24.17	25.21	26.20	27.20	28.32	29.29			
		April 1/20	24.17	25.21	26.20	27.20	28.32	29.29			
		April 1/21	24.17	25.21	26.20	27.20	28.32	29.29			
		Sept. 1/22	24.47	25.53	26.53	27.54	28.67	29.66			
		April 1/23	24.96	26.04	27.06	28.09	29.24	30.25			

Group	Pay Grade	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	4.6	Pharmacy Assistant (without Course)	Current	21.84	22.64	23.46	24.26	25.08		
April 1/20			21.84	22.64	23.46	24.26	25.08			
April 1/21			21.84	22.64	23.46	24.26	25.08			
Sept. 1/22			22.11	22.92	23.75	24.56	25.39			
April 1/23			22.55	23.38	24.23	25.05	25.90			
Maintenance	5.1	Maintenance Worker I	Current	21.32	23.61					
			April 1/20	21.32	23.61					
			April 1/21	21.32	23.61					
			Sept. 1/22	21.59	23.91					
			April 1/23	22.02	24.39					
	5.2	Maintenance Worker II	Current	24.76	27.34					
			April 1/20	24.76	27.34					
			April 1/21	24.76	27.34					
			Sept. 1/22	25.07	27.68					
			April 1/23	25.57	28.23					
	5.3	Maintenance Worker III	Current	29.88	32.79					
			April 1/20	29.88	32.79					
			April 1/21	29.88	32.79					
			Sept. 1/22	30.25	33.20					
			April 1/23	30.86	33.86					

**Main Salary Schedule\***

<b>April 1, 2024</b>	<b>2.0%</b>
<b>April 1, 2025</b>	<b>2.0%</b>
<b>April 1, 2026</b>	<b>1.75%</b>
<b>April 1, 2027</b>	<b>1.75%</b>

**Addendum A: Local Conditions\***

<b>April 1, 2024</b>	<b>2.0%</b>
<b>April 1, 2025</b>	<b>2.0%</b>
<b>April 1, 2026</b>	<b>1.75%</b>
<b>April 1, 2027</b>	<b>1.75%</b>

**Addendum B: Current Incumbents Only\***

<b>April 1, 2024</b>	<b>2.0%</b>
<b>April 1, 2025</b>	<b>2.0%</b>
<b>April 1, 2026</b>	<b>1.75%</b>
<b>April 1, 2027</b>	<b>1.75%</b>

**Addendum C: Salary Schedule for Lamont Health Care Centre\***

<b>April 1, 2024</b>	<b>2.0%</b>
<b>April 1, 2025</b>	<b>2.0%</b>
<b>April 1, 2026</b>	<b>1.75%</b>
<b>April 1, 2027</b>	<b>1.75%</b>

**\*The Employer reserves the right to table proposals at a later date regarding additions, deletions, movement, or retitling of classifications.**