Collective Agreement

between

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

- and -

Alberta Public Laboratories

April 1, 2017 to September 30, 2020

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THIS COLLECTIVE AGREEMENT made this 25th day of November A.D. 2019.

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

WHEREAS the Parties acknowledge that their primary purpose is to provide efficient health services and believe this purpose can be achieved most readily when harmonious relationships exist between the Employer and its employees,

AND WHEREAS the Parties recognize that a positive work environment raises the level of job satisfaction for employees which directly impacts the quality of patient/resident/client care, the Parties shall endeavor to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement.

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

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Health Sciences Association of Alberta and Alberta Health Services exchange notice of ratification by their principals of this Collective Agreement, up to and including the thirtieth (30th) day of September 2020, and from year-to-year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.

1.02 Where notice is served by either party under the Labour Relations Code to commence Collective Bargaining, this Collective Agreement shall continue in full force and effect until either:

(a) a settlement is agreed upon and a new Collective Agreement is ratified; or

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

(c) a strike or lockout commences.

1.03 An employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules that they would have received but for the termination of employment, upon the submission of a written application to the Employer within ninety (90) calendar days of the ratification of the Collective Agreement.

ARTICLE 2: DEFINITIONS

In this Collective Agreement:

2.01 "Code" means The Labour Relations Code as amended from time-to-time.

2.02 "Arbitration" shall take meaning from the section of the Code dealing with the resolution of a difference.

2.03 "Union" means The Health Sciences Association of Alberta.

2.04 "Basic Rate of Pay" is the step in the scale applicable to the employee as set out in the Salaries Appendix inclusive of the premium payable as set out in Article 18.01, but exclusive of all other allowances and premium payments.

2.05 "Employee" means any person employed in the bargaining unit referred to in Article 4.01. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40.

2.06 All employees will be designated as follows:

(a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:

(i) "full-time employee" is a regular employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;

(ii) "part-time employee" is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.

(b) "Casual Employee" is a person who:

(i) works on a call-in basis and is not regularly scheduled; or

(ii) is regularly scheduled for a period of three (3) months or less for a specific job; or

(iii) relieves for an absence the duration of which is three (3) months or less.

(c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:

(i) for a specific job of more than three (3) months and less than twelve (12) months; or

(ii) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of three (3) months; or

(iii) to replace a full-time or part-time employee who is on a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.

(iv) Temporary positions may be extended by mutual agreement between the Employer and the Union. Where possible such extension request shall be submitted to the Union in writing thirty (30) days prior to expiry. Such agreement shall not be unreasonably withheld.

2.07 "Employer" shall also mean and include such Officers as may, from time-to-time, be appointed or designated by the Employer to carry out its administrative duties.

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

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

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

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

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

2.13 "Steward" means an Employee of the Employer designated by the Union to act as a local representative.

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

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.

3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

(a) maintain order, discipline and efficiency;

(b) make, alter, and enforce, from time-to-time, rules and regulations to be observed by an employee which are not in conflict with any provision of this Collective Agreement;

(c) direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;

(d) hire, promote, transfer, layoff and recall;

(e) demote, discipline, suspend or discharge for just cause.

ARTICLE 4: RECOGNITION AND UNION BUSINESS

4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees employed in the unit as defined by the certificate issued by the Labour Relations Board, 45-2019 and 59-2019 and any amendments thereto.

4.02 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

4.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Employer and the Union.

4.04 An employee shall not engage in Union business during their working hours without prior permission of the Employer.

4.05 Any duly accredited Officer employed by the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.

4.06 A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the probationary period or at the orientation of new employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. The Employer shall notify the Union two (2) weeks in advance of the orientation where practicable.

4.07 The name of the local unit representatives shall be supplied in writing to the Employer before they are recognized as a Union representative. A representative of the Union shall be entitled to leave work to carry out their functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.

4.08 Stewards

(a) The name of a Steward shall be supplied to the Employer before they are recognized as a Steward.

(b) A Steward may, at the request of an Employee, accompany or represent them at formal investigations, disciplinary meetings or during the processing of a grievance including the grievance hearing.

(c) When it becomes necessary to leave work for these functions, a Steward shall obtain permission from their supervisor to leave work and agreement on the length of time of such leave. Such permission shall be requested with as much advance notice as possible and shall not be unreasonably denied. Stewards shall suffer no loss of regular earnings for leave under this Article.

(d) Upon request of the Employer, the Union shall provide a list of all Stewards and their current level within the HSAA Steward Program.

ARTICLE 5: DUES DEDUCTION AND UNION MEMBERSHIP

5.01 Membership in the Union is voluntary.

5.02 (a) Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union, not later than the fifteenth (15^{th}) day of the month following and shall be accompanied by a list showing the name and classification and category [regular, temporary, casual (including employees on recall)] of the employees from whom deductions have been taken and the amount of the deductions and gross earnings of each employee. Such list shall indicate newly hired and terminated employees, and, where the existing computer system is capable, status of employees, the increment level, employees reclassified, promoted or transferred outside the scope of this Collective Agreement, and address of employees.

(b) For the purposes of this Article, "gross earnings" shall mean all monies paid by the Employer and earned by an employee under the terms of this Collective Agreement.

5.03 Dues will be deducted from an employee during sick leave with pay and during a leave of absence with pay.

5.04 The Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted.

5.05 The Employer will record the amount of Union dues deducted on the T4 forms issued to an employee for income tax purposes.

5.06 The Union shall give not less than thirty (30) days' notice of a Special Assessment deduction.

5.07 An electronic copy of monthly dues that are outlined in Article 5.02 above shall be supplied to the Union.

ARTICLE 6: NO DISCRIMINATION, WORKPLACE VIOLENCE OR HARASSMENT

6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of an employee by reason of race, political affiliation, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, nor by reason of membership or non-membership or lawful activity in the union, nor in respect of an employee or employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

6.03 The Employer, the Union and Employees recognize a joint responsibility to provide respectful, secure, and supportive work environments for all individuals. The Employer will maintain policies in support of these principles. If workplace violence or harassment has occurred, the Employer, the Union and Employees shall take appropriate action to ensure it ceases.

ARTICLE 7: NO STRIKE OR LOCKOUT

7.01 There shall be no strike, lockout or slowdown during the life of this Collective Agreement.

7.02 If an employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises or refusal to perform work, during the life of this Collective Agreement, the Union shall instruct them to return to work immediately and perform their duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance. If the employee does not return immediately, they shall be deemed to have terminated their employment.

ARTICLE 8: BULLETIN BOARDS

8.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location for the exclusive use of the Union. In addition, and where requested by the Union, space may be provided on other existing bulletin boards.

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

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

ARTICLE 9: PROBATIONARY PERIOD

9.01 A newly hired Regular or Temporary Employee shall serve a probationary period of one thousand seven and one-half (1,007 1/2) hours worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced. Hours worked as a Casual Employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of three hundred and thirty-five (335) hours provided that not more than three (3) months have elapsed since they worked for the Employer.

9.02 The Employer shall provide a written evaluation to each probationary employee prior to the completion of their probationary period. The written evaluation will notify the employee of any deficiencies and provide the employee with an opportunity to correct them during the probationary period. If, in the opinion of the Employer, the employee is found to be unsatisfactory, they may be terminated

without notice. The Employee may access the Grievance Procedure at Step 2 (46.02(c)), without recourse to Step 3 of the Grievance Procedure (46.02(d)) and Article 47 (Grievance Arbitration).

9.03 An employee who has completed their probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.

9.04 If, in the opinion of the Employer, the employee is found to be unsatisfactory, the employee's probationary period may be extended by up to three (3) months, if mutually agreed upon by the Union and the Employer. During the extended period, the employee shall be given regular feedback regarding their performance.

ARTICLE 10: HOURS OF WORK

10.01 Regular hours of work for a Full-time Employee, exclusive of meal periods, shall be:

(a) seven and three-quarter (7 3/4) work hours per day; and

(b) an average of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period.

10.02 **Meal Periods and Rest Periods**

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

(b) Availability During Meal Periods

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

(c) Working During Meal and Rest Periods

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

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

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

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

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

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

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

ARTICLE 11: WORK SCHEDULES AND SHIFTS

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

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

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

(i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;

(ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;

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

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

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

(i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected employee of two times (2X) their basic rate of pay for one (1) regular shift worked during the two (2) week period;

(ii) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected employee of two times (2X) their basic rate of pay for each of four (4) regular shifts worked during the five (5) week period;

(iii) failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected employee of two times (2X) their basic rate of pay for each of two (2) regular shifts worked during the five (5) week period;

(iv) failure to provide fifteen (15) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of two times (2X) the basic rate of pay for all hours worked on that next shift.

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

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

For the purpose of applying this provision:

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

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

11.03 **Schedule Posting and Schedule Changes**

(a) Unless otherwise agreed between the Employer and the Union, shift schedules shall be posted twelve (12) weeks in advance. The Employer shall provide the Union with a copy of each shift schedule upon request. If a shift schedule is changed after being posted, the affected employees shall be provided with fourteen (14) calendar days' notice of the new schedule. In the event that an employee's schedule is changed in the new shift schedule and they are not provided with fourteen (14) calendar days' notice, they shall be entitled to premium payment subject to the provisions of Article 11.03(b), (c) and (d).

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

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

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

11.04 In the event that an employee reports for work as scheduled and is required by the Employer not to commence work or to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours pay at their basic rate of pay.

11.05 Should an employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift or return to duty at a later hour, they shall receive their basic hourly rate of pay for all hours worked with an addition of two (2) hours pay at their basic rate of pay for that inconvenience.

11.06 **Employee Shift Trading**

Employees may exchange shifts and/or days off with the approval of the Employer provided no increase in cost is incurred by the Employer. Shift and/or day off exchanges may be made up to twelve (12) weeks in advance.

ARTICLE 12: OVERTIME

12.01 Overtime is all time authorized by the Employer and worked by an employee in excess of seven and three-quarter (7 3/4) hours or their regularly scheduled shift (whichever is greater) or on scheduled days of rest. Overtime worked immediately following or immediately preceding an employee's scheduled shift will be paid at two times (2X) the employee's basic hourly rate. This overtime payment will cease and the employee's basic rate of pay will apply at the start of the next regular working period.

12.02 The Employer shall designate an individual who may authorize overtime.

12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

12.04 Overtime will be paid in accordance with the following:

(a) For work in excess of seven and three-quarter (7 3/4) hours or their regularly scheduled shift (whichever is greater), two times (2X) their basic rate of pay, exclusive of meal periods, if taken. This overtime payment will cease and the employee's basic rate of pay will apply at the start of the next regularly scheduled shift.

(b) For work on scheduled day(s) of rest, two times (2X) their basic rate of pay. This overtime payment will cease and the employee's basic rate of pay will apply at the start of their next scheduled shift.

12.05 An employee who normally returns to their place of residence by means of public transportation following the completion of their regularly scheduled shift, but who is prevented from doing so by being required to remain on duty longer than such shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to their place of residence.

12.06 Subject to mutual agreement between the Employer and an employee, the employee may be granted time off duty in lieu of overtime payments.

(a) Unless mutual agreement between an employee and the Employer is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment, overtime banks shall be paid out in the first full pay period after March 1 every year.

(b) If an employee chooses to bank overtime, such lieu time shall be banked at one times (1X) their basic rate of pay, and they shall be paid out at one times (1X) their basic rate of pay.

(c) Lieu time banks shall not exceed forty-eight (48) hours at any given time.

12.07 (a) Except in cases of emergency, no employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1^{st}) hour the employee reports for work.

12.08 (a) Rest periods and meal periods shall be provided in accordance with Article 10.02.

12.09 An employee who works more than four (4) hours of overtime immediately following a shift shall be provided with access to a meal at no cost.

ARTICLE 13: ON-CALL DUTY

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

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

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

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

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

13.05 **On-Call Pay**

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

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

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

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

(a) compensated in accordance with Article 13.07; and

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

13.07 **Call-Back Pay**

(a) When an employee is called back to duty during the employee's on-call period, in addition to the payment received for being on-call, the employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate of two times (2X) the basic rate of pay. An employee called back to duty will notify the site supervisor or designate prior to leaving the site upon completion of the procedure(s) or examination(s) for which they were called back. Any further requests for emergent procedures received by an employee prior to leaving the site following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

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

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

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

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

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

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

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

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

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

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

13.11 **Electronic Consultation**

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

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

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

ARTICLE 14: SALARIES

14.01 Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:

(a) be effective on the dates specified therein;

(b) be applicable to an employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;

(c) form a part of this Collective Agreement.

14.02 (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for Regular Full-time Employees shall be applied on the appropriate anniversary of the date the employee commenced employment as a Regular Full-time Employee.

(b) Unless otherwise changed by the operation of this Collective Agreement, a Regular Part-time Employee who has had a change in status to a Regular Full-time Employee shall have their anniversary date established based on hours worked with the Employer at the increment level such employee was entitled to receive immediately prior to their change in status.

14.03 Both Parties to this Collective Agreement recognize that an employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the employee and the Union shall be so advised, in writing, and the employee's performance will be evaluated, in writing, on a month-to-month basis. After they reach a satisfactory performance level, the increment shall be granted as of that date; however, their anniversary date, for annual increment purposes, shall not be changed.

Note: Clause 14.04 Is Not Applicable to Office and Clerical

14.04 (a) A new employee who has completed the required training in any of the paramedical technical classifications covered by this Collective Agreement and who is awaiting registration/licensing/certification examinations or results of same shall be paid ninety percent (90%) of the starting rate for the Level I classification.

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

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

(b) A new employee who has completed the required educational requirements of any of the paramedical professional classifications covered by this Collective Agreement and who has not yet fulfilled the requirements for licensure/registration shall be paid ninety percent (90%) of the starting rate for the Level 1 classification.

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

Upon providing proof of having completed registration requirements, the salary of such employee shall be adjusted to the full rate retroactive to the date of successful completion of the licensing/registration requirements. The provisions of this Article shall not apply to an employee in this category employed prior to the signing date of this Collective Agreement who has been paid the full rate for the classification. Such employee shall continue to be paid at the higher rate.

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

(ii) Following proof of registration/ licensure /certification the employee will be placed on the applicable Step in the applicable classification based on hours worked.

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

14.05 In the event that:

(a) an occupied position outside the scope of this bargaining unit is determined to be within the scope of this bargaining unit in accordance with the provisions of Article 4.01; and

(b) the incumbent within such position is therefore determined to be an employee within the scope of the bargaining unit; and

(c) the basic rate of pay of such employee exceeds the applicable rate of pay for the appropriate classification within the Salary Appendix;

then the employee, while employed in such position, shall continue to receive their previous rate of pay for a maximum of one (1) year, at which time they shall then receive the applicable rate of pay in the Salary Appendix for the classification to which the position is allocated.

Note: Clause 14.06 Is Not Applicable to Office and Clerical

14.06 Sole Charge Capacity

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

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

15.01 Salary recognition shall be granted for work experience satisfactory to the Employer, (including experience in the private sector) provided not more than five (5) years have elapsed since such experience was obtained as outlined in the following guidelines.

For regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than five (5) years if the employee has fulfilled the licensing requirements of the employee's professional body to maintain standing in that profession.

(a) one (1) annual increment for one (1) year's experience within the last six (6) years;

(b) two (2) annual increments for two (2) years' experience within the last seven (7) years;

(c) three (3) annual increments for three (3) years' experience within the last eight (8) years;

(d) four (4) annual increments for four (4) years' experience within the last nine (9) years;

(e) five (5) annual increments for five (5) years' experience within the last ten (10) years;

(f) six (6) annual increments for six (6) years' experience within the last eleven (11) years;

(g) seven (7) annual increments for seven (7) years' experience within the last twelve (12) years;

(h) eight (8) annual increments for eight (8) years' experience within the last thirteen (13) years.

Clause 15.01 is amended for Office and Clerical:

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

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

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

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

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

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

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

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

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

ARTICLE 16: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

16.01 **Shift Differential**

(a) An evening shift differential of two dollars and seventy-five cents ($2.75) per hour shall be paid to:

(i) employees working a shift wherein the majority of the hours of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or

(ii) employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than two (2) hours are worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours; or

(iii) to employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

(b) A night shift differential of five dollars ($5.00) per hour shall be paid to:

(i) employees working a shift wherein the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or

(ii) employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked within twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or

(iii) to employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

(c) Shift differential shall not be considered part of the basic hourly rate of pay.

16.02 **Weekend Premium**

(a) A weekend premium of three dollars and twenty-five cents (3.25) per hour shall be paid:

(i) to employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing fifteen hundred (1500) hours on a Friday; or

(ii) to employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or

(iii) to employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500)-hours on a Friday.

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

ARTICLE 17: RESPONSIBILITY PAY

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

ARTICLE 18: TEMPORARY ASSIGNMENTS

18.01 When an employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher salary scale, they shall be paid in accordance with the provisions of Article 29.08. This provision shall not apply where the period of temporary assignment is less than one (1) full shift.

18.02 **Temporary Out-of-Scope Assignment**

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

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

ARTICLE 19: NOT ALLOCATED

ARTICLE 20: TRAVEL EXPENSES

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

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

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

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

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

20.02 (a) When an employee is required by the Employer to provide an automobile for use in their employment, they shall be reimbursed at the rate of fifty-four cents ($0.54) per kilometre or the highest non-taxable per kilometre rate allowed by Canada Revenue Agency, whichever is higher for all required travel necessitating the use of their automobile. An employee who is required to provide an automobile for use in their employment shall not be required to use an Employer-provided automobile in place of their personal automobile.

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

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

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

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

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

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

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

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

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

Note: Clause 20.03 Is Not Applicable to Office and Clerical

20.03 Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance coverage as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the employee as follows:

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

Note: Clause 20.04 Is Not Applicable to Office and Clerical

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

20.05 **Subsistence**

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

(a) Meals

Breakfast	$10.50
Lunch	$13.00
Supper	$24.00

Reimbursement for meals may be claimed as follows:

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

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

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

(b) Per Diem Allowance

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

(c) Accommodation

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

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

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

20.06 **Miscellaneous Travel Cost**

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

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

ARTICLE 21: VACATION WITH PAY

21.01 **Definitions**

For the purpose of this Article:

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

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

21.02 **Vacation Entitlement**

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

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

(b) during each of the second (2nd) to ninth (9th) years of employment, an employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or

(c) during each of the tenth (10th) to nineteenth (19th) years of employment, an employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or

(d) during each of the twentieth (20th) and subsequent years of employment, an employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days.

(e) Supplementary Vacation

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

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

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

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

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

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

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

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

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

21.05 **Time of Vacation**

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

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

(i) such utilization does not exceed the total credits earned by an employee at the time of taking vacation; and

(ii) such vacation is taken at a mutually agreeable time.

(c) An employee may request vacation leave during any period of the year.

(d) (i) Subject to Article 21.05(b)(ii), the Employer shall grant the annual vacation to which the employee is entitled in one (1) unbroken period.

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

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

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

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

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

21.07 Unless given four (4) weeks advance notice of an alteration to their scheduled vacation period, an employee required by the Employer to work during their vacation period will receive two times (2X) their basic rate of pay for all hours worked. This premium payment will cease and the employee's basic rate of pay will apply at the start of their next regularly scheduled shift. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of the Employer, an employee may elect to receive payment at the basic rate of pay in lieu of the aforementioned time off.

21.08 When an employee's vacation is cancelled by the Employer, the Employer shall be responsible for all non-refundable costs related to the cancellation of the vacation.

ARTICLE 22: NAMED HOLIDAYS

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

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

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

(i) the Municipality in which the site is located;

(ii) the Province of Alberta; or

(iii) the Government of Canada.

(b) In addition to the foregoing Named Holidays, Full-time Employees who are in the employ of the Employer on April 1st shall be granted an additional holiday as a "Floater Holiday" in that year. The Floater Holiday shall be scheduled at a time mutually agreed upon between the Employer and employee. If the holiday is not taken by the last day of March in the following year, it shall be paid out.

(c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the site at least six (6) months prior to the occurrence of the Named Holiday.

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

(a) work the scheduled shift immediately prior to and immediately following each holiday, except where the employee is absent due to illness or other reasons acceptable to the Employer;

(b) work on the Named Holiday when scheduled or required to do so.

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

(i) one (1) day's pay; or

(ii) an alternate day off at a mutually agreed time; or

(iii) by mutual agreement, a day added to their next annual vacation; and

(iv) compensating time off, at their basic rate of pay, for all hours worked in excess of their regularly scheduled shift.

(b) An employee obliged, in the course of duty to work on Christmas and the August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) their basic rate of pay plus:

(i) one (1) day's pay; or

(ii) an alternate day off at a mutually agreed time; or

(iii) by mutual agreement, a day added to their next annual vacation; and

(iv) compensating time off, at their basic rate of pay, for all hours worked in excess of their regularly scheduled shift.

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

(a) one (1) day's pay; or

(b) an alternate day off at a mutually agreed time; or

(c) by mutual agreement, a day added to their next annual vacation; or

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

(a) by mutual agreement, a day added to the vacation period; or

(b) an alternate day off at a mutually agreed time; or

(c) failing mutual agreement as to the option to be applied, one (1) day's pay at their basic rate of pay.

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

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

(i) a layoff; or

(ii) all forms of leave during which an employee is not paid.

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

(c) Named Holiday banks shall be paid out in the first pay period after March 1 every year at the basic rate of pay.

ARTICLE 23: SICK LEAVE

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

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

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

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

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

23.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine. Where the employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

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

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

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

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

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

(b) Sick leave shall be granted:

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

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

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

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

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

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

ARTICLE 24: WORKERS' COMPENSATION

24.01 (a) An employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act* shall continue to receive full net take home pay calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:

(i) the employee does not elect to receive income replacement directly from the Workers' Compensation Board; and

(ii) the employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth ($1/10^{th}$) day, can be charged against such sick leave credits for each day an employee is off work due to accident within the meaning of the *WCB Act*; and

(iii) the employee keeps the Employer informed regarding the status of their WCB claim and provides any medical or claim information that may be required by the Employer.

(b) The Parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the WCB. In light of this, the time limitation for correcting over or under payments provided in Article 27 shall not commence until the Employer has received reimbursement from the Workers' Compensation Board, or has issued any statement of adjustment to the employee, whichever is later.

(c) An employee who is in receipt of Workers' Compensation benefits and who is not eligible to receive the WCB Supplement pursuant to Article 24.01(A) shall be deemed to be on a leave of absence without pay.

(d) An employee in receipt of Workers' Compensation benefits shall:

(i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments;

(ii) accrue vacation credits and sick leave for the first (1st) month of such absence.

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

(a) capable of performing the duties of their former position, shall provide the Employer with two (2) week written notice, when possible, of readiness to return to work. The Employer shall reinstate the employee in the same classification held by them immediately prior to the disability with benefits that accrued to them prior to the disability;

(b) incapable of performing the duties of their former position, shall be entitled to benefits they are eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 23 or 25.

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

ARTICLE 25: EMPLOYEE BENEFIT PLANS

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

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

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

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

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

(iii) Short-Term Disability (STD) [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable]. The STD shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the STD shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness.

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

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

(vi) Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent, which includes eighty percent (80%) direct payment for all physician or dentist prescription medication that is eligible under the plan and prescribed in accordance with the plan, and:

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

(c) At the Employer's option, an “EI SUB Plan” to supplement an eligible employees Employment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which they have provided satisfactory medical substantiation. The Employer shall provide information regarding the “EI SUB Plan” to all employees when they request Maternity Leave as per Article 33.06.

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

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

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

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

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

25.07 (a) Such coverage shall be provided to:

(i) a Regular Full-time Employee; and

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

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

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

(c) Eligible employees who are not currently enrolled in the Health and Dental Plan shall have the opportunity to opt in, by May 25, 2018.

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

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

ARTICLE 26: PENSION PLAN

26.01 The Employer shall contribute to the Local Authorities Pension Plan (LAPP), or an alternate plan agreed to by the Union, as applicable, to provide benefits for participating employees provided they are scheduled to work at least fourteen (14) hours per week averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the applicable plan. A copy of a brochure outlining the plan shall be provided by the Employer to each eligible employee.

26.02 The Employer agrees that, in accordance with LAPP regulations in effect as of the date of ratification of this Collective Agreement, where the employee requests within five (5) years of the employee's date of joining the LAPP (having remained with the same Employer) to have the employee's waiting period recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the lesser of the waiting period or the first (1st) year of service. This provision shall change in accordance with LAPP regulations.

26.03 For those Employees who were enrolled in the Calgary Lab Services Defined Contribution Pension Plan (DCPP) as of December 9, 2018 and who chose to remain with DCPP, will contribute three point five percent (3.5%) of regular earnings (exclusive of overtime and shift premiums) into the plan each pay period. The Employer will contribute seven percent (7%) for each participating Employee.

ARTICLE 27: OVER/UNDER PAYMENTS

27.01 In the event that an employee is over or under compensated by error on the part of the Employer, the Employer shall correct such compensation error not later than the second (2nd) pay day following the date on which the party/Parties discovering the error knew, or ought to have known of the error.

In the case of an underpayment, where the Employer discovers the error, the Employer will notify the Employee in writing that an underpayment has been made. Such written notice shall include all calculations**.** If an under payment is not corrected by the second pay day, the employee shall have ten (10) days to file a grievance as outlined in Article 46.

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

ARTICLE 28: SENIORITY

28.01 (a) For Regular or Temporary Employees, seniority with the Employer starts on the date on which the employee commenced employment in the bargaining unit.

(b) For Casual Employees whose status changes to regular or temporary; or someone determined by the Labour Relations Board or agreed to by the Parties as being in the bargaining unit, the "seniority date" shall be established by dividing their contiguous hours worked with the Employer from the date the employee commenced performing work of a paramedical professional/technical nature by two thousand and twenty-two point seven five (2,022.75) and converting the result to a seniority date.

(c) Subject to the provisions of Article 44.12, a Regular or Temporary Employee who changes their status to a Casual Employee and at a future date changes back to a Regular or Temporary Employee status will have their original seniority date recognized.

28.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 28.01.

28.03 Seniority shall be the determining factor in:

(a) preference of vacation time;

(b) layoffs and recalls, subject to the qualifications specified in Article 30;

(c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 29.

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

(a) when an employee resigns or is terminated from their position with the Employer; or

(b) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work; or

(c) if an employee does not return to work on recall to their former classification and full-time equivalency.

28.05 The Employer shall provide the Union within two (2) months of the signing of this agreement and in January and July of each year thereafter, a listing of employees in order of seniority in accordance with the provisions of Article 28.01. Such seniority list shall include the employee names, classification, status, site and seniority date. The Employer shall make the list available to all employees. This listing shall be provided monthly if there are employees on layoff.

ARTICLE 29: PROMOTIONS, TRANSFERS AND VACANCIES

29.01 (a) Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of three (3) months or more, shall be posted not less than eight (8) calendar days in advance of making an appointment. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement. The Employer will endeavour to provide employees with on-line access to electronic postings.

(b) Where circumstances require the Employer to fill a posted vacancy before the expiry of eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.

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

(d) The notice of posting referred to in Article 29.01(a) shall contain the following information:

(i) duties of the position;

(ii) qualifications required;

(iii) hours of work;

(iv) status of position, and expected term if a temporary position;

(v) salary; and

(vi) for information purposes only, current site(s).

(e) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 29.01(a) to the appropriate Union office within seven (7) calendar days of the posting.

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

29.03 The appropriate Union office shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.

29.04 (a) Where a vacancy for a temporary position has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, they shall be reinstated in their former position. If such reinstatement is not possible, the Employer will notify the employee in writing and reasons shall be given, then the employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had they remained in their former position.

The reinstatement or placement of an employee in accordance with Article 29.04(a) shall not be construed as a violation of the posting provisions of Article 29.01.

(b) Where a vacancy for a temporary position has been filled by the appointment of a Casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, they shall be reinstated to casual status.

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

29.05 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.

(b) If all applicants for a vacancy are Casual Employees, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, the position shall be awarded to the employee who has the greatest number of hours worked with the Employer.

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

29.07 (a) All transfers and promotions shall be on a trial basis. The transferred or promoted employee will be given a trial period of four hundred and eighty-eight point two five (488.25) hours worked, exclusive of overtime, in which to demonstrate their ability to perform the new tasks to the satisfaction of the Employer. Such trial period may be extended by agreement between the Union and the Employer. The Employer shall provide an evaluation of the employee prior to the completion of the trial period. Should such employee fail to succeed or request to return to their former position/status, during the aforementioned trial period, the Employer will make a sincere effort to reinstate the employee in their former position/status, or, if such reinstatement is not possible, place the employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had they remained in their former position/status.

(b) Pursuant to Article 29, an employee who achieves a transfer to a different position shall be transferred in a timely manner. Should the agreed upon transfer date be delayed by the Employer by more than twenty-eight (28) days, the employee shall suffer no loss of income as a result of the delay.

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

29.09 An employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.

29.10 (a) When, because of inability to perform the functions of a position or by their request, an employee is transferred to a classification to which is assigned a lower salary scale, their rate will be adjusted immediately to the step in the lower salary scale that will result in the recognition of service as provided in Article 15.

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

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

29.12 **Employment in Multiple Positions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 30: LAYOFF AND RECALL

30.01 (a) Prior to layoffs occurring, the Parties will meet and discuss the appropriate application of Article 30.02 to the circumstances, including but not limited to:

(i) the timing and specific process to be followed;

(ii) any other issue the parties deem appropriate.

(b) In case it becomes necessary to reduce the work force by:

(i) reduction in the number of employees; or

(ii) reduction in the number of regularly scheduled hours available to one (1) or more employees;

the Employer will notify the Union and all employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days' notice shall not apply where the layoff results from an Act of God, fire, or flood. If the employee laid off has not been provided with an opportunity to work their regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the employee shall be paid in lieu of such work for that portion of the fourteen (14) calendar days during which work was not made available. Where the layoff results from an Act of God, fire or flood the affected employee shall receive pay for the days when work was not available up to a maximum of two (2) weeks' pay in lieu of notice.

(c) An employee whose position is permanently relocated to a site beyond fifty (50) kilometres from their original site shall have the option of accepting transfer to the new site or exercising rights under Article 30.02.

(d) If the Employer proposes to layoff an employee while they are on leave of absence, Workers' Compensation or absent due to illness or injury, they shall not be served with notice under sub-article (a) until they have advised the Employer of their readiness to return to work.

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

(f) Subject to operational requirements, Full-time Employees who have received layoff notice shall be allowed time off for the purpose of attending job interviews during the layoff notice period. The Employer will work with Part-time Employees who have received layoff notice to make reasonable effort to allow work assignments to change to accommodate interviews.

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

(b) If an employee who is subject to layoff in accordance with Article 30.02(a) is not the least senior employee in the classification, within a fifty (50) kilometer radius from the site, the employee may choose one of the following options subject to being capable and qualified to do the work:

(i) displacement of the least senior employee in the classification or classification series, within a fifty (50) kilometer radius from the site;

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

(iii) acceptance of layoff;

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

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

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

(c) Where an Employer's organization is structured such that a classification is employed in more than one (1) department or program within the site, the employee will have the following options in advance of having to adhere to Article 30.02(b):

(i) acceptance of an available vacancy; or

(ii) displacement of the least senior employee in the classification or classification series in the site;

(iii) acceptance of layoff;

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

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

30.03 **Recall**

(a) The Employer shall maintain recall list(s) for all employees on recall. Such list(s) shall be provided to the Union quarterly when there are employees on recall.

(b) When increasing the work force, recalls shall be carried out in order of seniority from the laid off employees from all sites within a fifty (50) kilometer radius of the vacancy, provided the employee is capable and qualified of performing the work required.

(c) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the employee’s last known place of residence. The employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.

(d) (i) The Employer shall endeavor to offer opportunities for casual work to laid off employees in order of their seniority before assigning the work to a Casual Employee, providing the laid off employee is qualified and capable of performing the work required.

(ii) Notwithstanding the provisions of Article 30.03(c)(i), casual work shall first be made available to laid off employees of the site from which the employee was laid off.

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

(iv) An employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a Casual Employee, however, such employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.

(e) For the purpose of this clause "Casual Work" shall mean:

(i) work on a call-in basis which is not regularly scheduled;

(ii) regularly scheduled work for a period of three (3) months or less for a specific job; or

(iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.

(f) Notwithstanding the provisions of Article 28.04, if an employee is recalled for any length of time, other than for Casual Work, then that employee's period of recall rights starts anew.

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

30.04 No new Regular or Temporary Employees will be hired while there are other employees within a fifty (50) kilometer radius of the site(s) where there are employees on layoff, as long as the laid off employees are qualified and capable of performing the work required.

30.05 In the case of layoff, the employee shall accrue sick leave and earned vacation for the first (1^{st}) month. The employee's increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.

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

ARTICLE 31: TECHNOLOGICAL CHANGE

31.01 Should the Employer find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will displace employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of employees so affected.

31.02 If the Employer introduces technological change which results in the displacement of an employee, the Employer shall make reasonable efforts to provide alternative employment of a comparable nature.

31.03 Where the alternate employment is in a lower paid classification, the employee shall continue to receive the salary of the higher paid classification at the time of the transfer until the salary of the lower paid classification passes that of the higher paid classification.

31.04 Where alternative employment of a comparable nature is not available, the Employer will give the employee a minimum of six (6) weeks' notice or pay in lieu of notice of displacement, and all conditions of the Layoff and Recall Article shall apply with the exception that notice contained in Article 30.01 will not apply.

ARTICLE 32: CONTRACTING OUT

32.01 Where the Employer finds it becomes necessary to transfer, assign, sub-contract or contract out any work or functions performed by regular employees covered by this Collective Agreement, the Employer shall notify the Union sixty (60) calendar days in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected employees.

ARTICLE 33: LEAVES OF ABSENCE

33.01 **General Policies Covering Leaves of Absence**

The following general policies apply to all leaves of absence as described in this Article:

(a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence. The Employer shall indicate approval or disapproval in writing within twenty-eight (28) days of the request for any leave of absence.

(b) An employee who has been granted leave of absence of any kind and who overstays their leave without permission of the Employer shall be deemed to have terminated their employment.

(c) Except as provided in Article 33.01(d), where an employee is granted a leave of absence of more than one (1) months' duration, and that employee is covered by any or all of the plans specified in Article 25, that employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.

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

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

(f) During an employee's leave of absence, the employee may work as a Casual Employee with the Employer without adversely affecting the employee's reinstatement to the position from which the employee is on leave.

33.02 **General Leave**

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

33.03 **Educational Leave/Exchange Programs**

(a) The Parties to this Collective Agreement recognize the value of continuing education for each employee covered by this Collective Agreement. Furthermore, the Parties recognize that continuing education is a requirement for some employees. The responsibility for such continuing education lies not only with the individual but also with the Employer.

(b) A paid leave of absence and/or reasonable expenses may be granted to an employee at the discretion of the Employer to enable the employees to participate in education or exchange programs.

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

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

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

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

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

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

33.04 **Personal Leave**

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

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

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

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

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

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

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

(e) New employees hired after January 1st of each year shall not receive Personal Leave days until April 1st of the following year.

33.05 **Bereavement Leave**

(a) Bereavement Leave with pay of:

(i) five (5) consecutive working days shall be granted in the event of the death of a member of the employee's immediate family. Upon request, the employee may be granted additional leave of absence without pay. Immediate family of the employee is defined as spouse, parent, child, brother, sister, grandchild, fiancé. Step-parent, step-children, step-brother, and step-sister, shall be considered as members of the employee's immediate family. "Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a person who resided with the employee and who was held out publicly as their spouse for a period of at least one (1) year before the death.

(ii) three (3) consecutive working days shall be granted in the event of the death of the following members of the employee's family**:** (i.e. mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law legal guardian and grandparent).

(b) Bereavement Leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the employee's residence is necessary for the purpose of attending the funeral.

(c) Notwithstanding the provisions of Article 33.05(a) and (b), where special circumstances exist, an employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

(d) In the event of the death of another relative or friend, the Employer may grant time off with pay to attend the funeral service.

33.06 **Maternity Leave**

(a) An employee who has completed ninety (90) days of employment shall, upon their written request, be granted Maternity Leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the employee, provided that they commence Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity Leave shall not exceed sixteen (16) weeks.

(b) A pregnant employee whose continued employment in their position may be hazardous to themselves or to their unborn child, in the written opinion of their physician or a registered midwife, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided by Article 33.06(a) if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than eighteen (18) months, the employee may request further leave without pay as provided by Article 33.01.

(c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. Such maternity leave will end sixteen (16) weeks after the commencement of the leave.

33.07 **Parental Leave**

(a) A parent-to-be who has completed ninety (90) days of employment shall, upon their written request, be grated leave of absence without pay and benefits for a period up to sixty-two (62) weeks for parenting duties following the birth of a child.

(b) An employee who has ninety (90) days of employment shall be granted leave of absence without pay and benefits for a period of up to sixty-two (62) weeks for the purpose of adopting a child provided that:

(i) they make a written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and

(ii) they provides the Employer with at least one (1) day's notice that such leave is to commence.

(c) Parental Leave shall end seventy-eight (78) weeks from the birth of the child or date of adoption, unless mutually agreed otherwise between the employer and the employee.

(d) An employee absent on Parental Leave shall endeavor to provide the Employer with twelve (12) weeks written advance notice of their readiness to return to work but in any event shall provide four (4) weeks written notice, following which the Employer will reinstate them in the same position they held immediately prior to taking such leave and at the same step in the salary scale or provide them with alternate work of a comparable nature at not less than the same step in the salary scale and other benefit that accrued to them up to the date they commenced the leave.

(e) Parental Leave of at least one (1) working day with pay shall be granted upon the written request of a parent-to-be to enable such employee to attend to matters directly related to the birth or adoption of a child.

33.08 **Union Business**

(a) Provided operational efficiency shall not in any case be disrupted, leave of absence shall be granted by the Employer to an employee elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools, Union business; or Union members hired to a paid position in the Union for a period of up to one (1) year. Such leave shall be with pay. If the request is denied, reasons shall be given by the Employer.

(b) Representatives of the Union shall be granted time off with pay in order to participate in collective bargaining and Essential Services negotiations with the Employer or its bargaining agent.

(c) Members of the Board of Directors of the Union shall be granted a leave of absence with pay to attend Union business. Such member shall provide the Employer with such request in writing with as much advance notice as possible.

(d) The President and Vice President of the Union shall be granted leave with pay as required to attend to Union business, provided reasonable notice is given. Upon notification from the Union to the Employer, the parties shall meet and negotiate specific letters of understanding for such leaves of absence.

(e) Time off granted in accordance with Article 33.09 (a)(b)(c) and (d) shall be with pay, and the Union agrees to reimburse the Employer for the total cost of the absence plus a fifteen percent (15%) administration fee.

33.09 **Leave for Public Office**

(a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay to permit them to fulfill the duties of that office.

(b) Regular employees who are elected to public office shall be allowed a leave of absence without pay for a period of time not to exceed four (4) years.

(c) An employee who has been on public office leave shall be reinstated by the Employer in the same position and classification they held immediately prior to taking such leave or be provided with alternate work of a comparable nature.

33.10 **Caregiver Leaves**

(a) Compassionate Care Leave

(i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the commencement of the leave.

(ii) Qualified relative for compassionate care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* regulations.

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

(iv) Where possible, an employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the employer if they want to take the leave in weekly increments.

(b) Critical Illness Leave

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

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

- for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.

(ii) "Critically ill child" means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for the parents of critically ill child leave under the *Employment Standards Code* (Alberta) and regulations.

(iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be

eligible for critical illness leave under the *Employment Standards Code* (Alberta) and regulations.

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

(iv) Where possible, an employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the employer if they want to take the leave in weekly increments.

(c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave or critical illness leave.

33.11 **Military Leave**

Upon application by an employee, the Employer shall grant a leave of absence for military leave. Such leave of absence shall be in accordance with the Government of Canada regulations and any regulations passed by the Employer relative to LAPP and group insurance contributions.

33.12 **Death or Disappearance of a Child Leave**

An Employee who meets the criteria for death or disappearance of child leave specified in the *Employment Standards Code* shall be entitled to a leave of absence without pay for a period up to:

(a) Fifty-two (52) weeks in the event of the disappearance of a child; or

(b) One hundred and four (104) weeks in the event of the death of a child.

33.13 **Domestic Violence Leave**

(a) An Employee who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for of up to ten (10) days per calendar year.

(b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, or general leave without pay.

(c) Personal information concerning domestic violence shall be kept confidential by the Employer.

(d) When an Employee reports that they are experiencing domestic violence, the Employer shall complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

33.14 **Citizenship Ceremony Leave**

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

ARTICLE 34: IN-SERVICE PROGRAMS

34.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the employee. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.

(b) The Employer reserves the right to identify specific in-service sessions as being compulsory for employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

(c) The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

(i) fire, evacuation and disaster procedures; and

(ii) safe lifting and prevention of occupational stress injuries; and

(iii) prevention and treatment of psychological workplace injuries.

(d) Cardio-Pulmonary Resuscitation (CPR) re-certification shall be made available at no charge to those employees who must maintain current CPR certification as a condition of employment. Employees who receive approval from the Employer to attend such sessions shall be paid at the applicable rate of pay.

ARTICLE 35: COURT APPEARANCE

35.01 When an employee, as a result of their duties, is summoned or subpoenaed as a witness or defendant to appear in court or other legal proceeding, they shall be:

(a) During Vacation

Paid overtime for time attending court in accordance with the provisions of Article 12. Minimum pay will be two (2) hours at the applicable overtime rate. All necessary and reasonable travel expenses incurred by an employee who is required to return from vacation to serve as a witness shall be reimbursed by the Employer. These expenses shall include necessary food and lodging and travel expenses incurred for the employee's return from and back to the vacation destination. However, in order to qualify an employee must advise the Employer in writing immediately when they are made aware of any witness duty or other work-related duty which requires their attendance during their annual vacation. Where an employee qualifies as outlined above, extra time shall be permitted in their vacation equal to the number of vacation days lost due to court obligations.

(b) During Regularly Scheduled Days Off

Paid overtime for time attending court in accordance with the provisions of Article 12. Minimum pay will be two (2) hours at the applicable overtime rate.

(c) During Day Shifts

Paid at their basic hourly rate. Employees are required to report for work at their regularly scheduled start time, attend court as required, and return to work following their court appearance.

(d) Court on the Day of an Evening Shift

The employee shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.

(e) Court Between or Before Night Shifts

The employee shall be granted a leave of absence with pay commencing eight (8) hours prior to court time. The employee will not receive any other pay consideration for attending the morning, afternoon or full day court. The employee will be given eight (8) hours of rest prior to attending their regularly scheduled night shift provided the Employer is notified prior to fourteen hundred (1400) hours. The employee shall suffer no loss of regular pay when this occurs. For the purpose of this article the rest period shall commence when the employee is dismissed from court.

(f) Court After Last Night Shift

The employee shall be granted a leave of absence with pay commencing eight (8) hours prior to the court start time. The employee will not receive any other pay consideration for attending the morning, afternoon or full day court.

35.02 When an employee, as a result of their duties, is summoned or subpoenaed as a witness or defendant to appear in court or other legal proceeding, they will notify the Employer as soon as possible.

35.03 When a Casual Employee, as a result of their duties, is summoned or subpoenaed as a witness or defendant to appear in court or other legal proceeding, they shall be paid at their basic hourly rate for such appearance.

35.04 Any monies received by the employee from the court shall be remitted to the Employer.

35.05 In the event an employee is required to appear before a court of law as a member of a jury, or for the purpose of jury selection, the employee shall:

(a) notify the Employer as soon as notice is received;

(b) suffer no loss of regular earnings for the scheduled time so missed;

(c) be paid at their basic rate of pay for the hours of attendance at court on their scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed as a violation of the scheduling provisions of Article 10.

For the purpose of this Article, a day is defined as the length of an employee's average work day based on their annual hours of work to a maximum of twelve (12) hours duration.

35.06 Where the employee is required by law to appear before a court of law for reasons other than those stated in Article 35.01 and 35.05 above, they shall be granted a leave of absence without pay.

ARTICLE 36: EVALUATIONS, PERSONNEL FILES AND EMPLOYEE HEALTH FILES

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

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

36.02 All such evaluations shall be in writing.

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

(b) The employee shall be given a copy of their completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that they are aware of the evaluation. They shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and their reply shall be placed in their personnel file.

(c) If an evaluation interview is scheduled on an employee's off duty hours or on days of rest, the employee shall be compensated according to the provisions of Article 12 or Article 44.

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

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

(b) Upon request by an employee**,** or upon provision of a release deemed acceptable by the Employer (in a form which complies with the requirements of all applicable legislation), the employee or the Union shall be given a copy of requested documents from their file(s). The Employer may charge twenty-five (25) cents per page for copying expenses**.**

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

(b) During the employee's next performance evaluation any Letter(s) of Expectation on the employee's personnel file shall be reviewed and the matters addressed incorporated into the written evaluation. After the evaluation is complete, the Letter(s) of Expectation shall be removed.

36.07 <u>Attendance Program</u>

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

ARTICLE 37: DISCIPLINE AND DISMISSAL

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

37.02 Unsatisfactory conduct by an employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the employee within twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written warning shall indicate that it is disciplinary action.

37.03 Unsatisfactory performance by an employee which is considered by the Employer to be serious enough to be entered on the employee's record, but not serious enough to warrant suspension or dismissal, may result in a written warning to the employee within twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the employee's performance shall be reviewed with respect to the discipline. The employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the employee's performance so warrant.

37.04 The procedures stated in Articles 37.02, 37.03 and 37.10 do not prevent immediate suspension or dismissal for just cause.

37.05 An employee who has received a written warning, or has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for the warning or suspension or dismissal. A copy of the letter shall be sent in electronic format to the Union within three (3) working days.

37.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.

37.07 An employee, who has been subject to disciplinary action, shall after two (2) years from the date the disciplinary measure was initiated, request in writing that their record be cleared of that disciplinary action. The Employer shall confirm in writing to the employee that such action has been effected.

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

37.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.

37.10 When circumstances permit, the Employer shall provide at least one (1) working day (twenty-four (24) hours) advance notice to an employee required to meet with the Employer for the purposes of investigating a matter related to the employee or discussing or issuing discipline. The Employer shall advise the employee of the nature of the meeting and that they may be accompanied by a Labour Relations Officer or designate of the Union at such meeting(s). The employee shall be compensated at their applicable rate of pay for the duration of such meeting(s).

37.11 The Parties may agree to mutually extend timelines.

37.12 Upon request, the Employer and Union shall meet to discuss any discipline issued under this Article.

37.13 **Mandatory Reporting to Regulatory Bodies**

In the event that an employee is reported to their regulatory body by the Employer, the Employee shall be advised within one (1) working day and provided with a copy of the report.

ARTICLE 38: RESIGNATION/TERMINATION

38.01 An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days' notice. This notice period may be waived for reasons that are acceptable to the Employer. Such waiver shall not be unreasonably denied.

38.02 If the required notice of termination is given, an employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which they are entitled within three (3) days of the day on which they terminate their employment.

38.03 **Vacation Pay on Termination**

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

(i) the unused vacation earned during the previous vacation year at their basic rate of pay, together with;

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

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

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

(b) they do not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work.

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

ARTICLE 39: JOB DESCRIPTIONS

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

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

39.03 If it is determined that a job description does not exist, the Employer shall prepare and provide the job description within ninety (90) days of initial request for the job description.

39.04 Where a job description has been altered or amended, the Employer shall provide the Union and the affected employee(s) with the updated job description within ten (10) days.

ARTICLE 40: JOB CLASSIFICATIONS

40.01 **New Classifications**

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

(a) The Employer shall establish a position title and a salary scale and give written notice of same to the Union.

(b) If the Union does not agree with the position title and/or the salary scale, representatives of the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.

(c) Should the Parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.

(d) Should the Parties, through discussion and negotiation, not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the *Code*.

(e) Should the Parties not be able to agree, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.

40.02 **Classification Review**

(A) Reclassification Request

(a) An employee who has good reason to believe that they are improperly classified may apply, in writing by electronic mail, to their immediate out-of-scope Manager to have their classification reviewed. This may occur when there has been a substantive change in the job functions, when there has been a change in organizational structure that significantly impacts roles, or when a classification specification has been amended in a manner that alters the basis on which classification levels are differentiated. The employee making the request will indicate the reason(s) why they believe their position is inappropriately classified, including the changes that have occurred to the position, organization or classification specifications. In some circumstances, a classification review may be initiated in response to a long standing perceived inequity in how a position is classified. However, where a review has been previously conducted, employees should not request a subsequent classification review unless there has been a substantive change as described above. Submissions must include an approved job description, in the event that a current job description is not available an employee can initiate their written request so as to establish a potential effective date as per article 40.04(a). The manager shall send a copy of the employee's request to Human Resources without delay, and shall confirm in writing to the employee and the Union that the employee's request has been received. The manager shall advise the employee of the results of the classification review within ninety (90) calendar days of receiving the request. The notification shall be in writing and include rationale for the decision, specifically addressing the reasons for the review provided by the employee.

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

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

(B) Internal Appeal Process

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

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

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

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

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

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

(C) External Appeal Process

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

(b) Within thirty (30) calendar days of receipt of the request for External Appeal, the Employer and the Union will exchange all relevant documents to assist in the External Appeal. The documents would normally include, though not limited to, the following:

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

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

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

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

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

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

40.03 **Dispute Resolution**

Pursuant to the Process Outlined In 40.02 of this Article:

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

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

40.04 **Salary Treatment Upon Classification Change**

(a) Should an employee be re-classified to a higher classification pursuant to the process outlined in 40.02 of this Article, any wage increase associated

with the re-classification shall be retroactive to the date of the written request for the classification review by the employee. The employee shall move to the step on the salary scale of the higher classification in accordance with Article 29.08.

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

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

ARTICLE 41: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

41.01 The Parties to this Collective Agreement agree to establish an Employee-Management Advisory Committee(s) or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the employees and the Employer.

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

ARTICLE 42: WORKPLACE, HEALTH, SAFETY AND WELLNESS

42.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer. The Employer and employees will take reasonable steps to eliminate reduce or minimize all workplace safety hazards.

42.02 The Employer shall establish a Health and Safety Committee(s) which shall be composed of representatives of the Employer and at least one (1) employee representative of the Union and may include representatives of other employee groups. The employee representative of the Union may request the attendance of guest(s) at a Health and Safety Committee meeting(s), and this shall not be unreasonably denied. This Committee shall meet at least once a month.

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

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

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

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

42.07 The 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.

42.08 (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. If the issue is not resolved satisfactorily, it may then be forwarded, in writing, to the committee.

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

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

(d) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within twenty-eight (28) calendar days of the presentation by the Union.

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

42.10 The Employer shall implement a psychological health and safety plan consistent with the current CSA Psychological Health and Safety in the Workplace Standard. Aspects of this plan relevant to a particular workplace may be reviewed annually by the Health and Safety Committee.

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

42.12 Where the Employer requires that the employee receive specific immunization and titre, as a result of or related to their work, it shall be provided at no cost.

42.13 (a) OHS education, training and instruction shall be provided to employees, at the basic rate of pay, to fulfill the requirements for training, instruction or education set out in the Occupational Health and Safety Act, Regulation or Code.

(b) The Employer shall provide training at no cost to all employees on the Committee to assist them in performing their duties on the Committee. Such training shall be provided at the employee's basic rate of pay.

42.14 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 43: PROTECTIVE CLOTHING

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

ARTICLE 44: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

44.01 Except as modified by this Article, all provisions of this Collective Agreement apply to Part-time, Temporary and Casual Employees, except that Casual Employees shall not be entitled to benefits provided for in:

Article 9: Probationary Period
Article 11: Work Schedules and Shifts
Article 23: Sick Leave
Article 25: Employee Benefit Plans
Article 26: Pension Plan
Article 28: Seniority
Article 30: Layoff and Recall
Article 31: Technological Change
Article 33: Leaves of Absence
Article 37: Discipline and Dismissal
Article 38: Resignation/Termination

44.02 (a) A Temporary Full-time or Temporary Part-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to Full-time or Part-time Employees as the case may be.

(b) At the time of hire, the Employer shall state in writing the expected term of employment.

(c) A Temporary Employee shall not have the right to grieve the termination of their employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 29.04(b).

44.03 **Hours of Work**

(A) Amend Article 10.01 to read:

"Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) hours in any day. The ratio of work days to non-work days shall not exceed 5:2 averaged over a period of not more than four (4) weeks. Such four (4) week periods shall be consecutive and non-inclusive."

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

"Regular hours of work shall include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes in instances where the shift is less than seven and three-quarter (7 3/4) hours but more than three and three-quarter (3 3/4) hours."

(C) Amend Article 10.02 by adding:

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

(e) Where a Part-time Employee volunteers or agrees, when requested, to work additional shifts, they shall be paid their basic rate of pay for such hours or, if applicable, at the overtime rate provided in Article 44.05(A) for those hours worked in excess of their regularly scheduled shift.

(f) An employee required by the Employer to work an additional shift without their having volunteered or agreed to do so, will receive two times (2X) their basic rate of pay. This premium payment will cease and the employee's basic rate of pay will apply at the start of their next scheduled shift, or additional shift worked pursuant to Article 44.03(C)(e).

(g) At the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle, which shall constitute the regular hours of work for each Part-time Employee. Such hours may be altered in accordance with the Letter of Understanding re: Increasing or Decreasing Full-Time Equivalencies.

Agreement to amend regular hours of work pursuant to the above shall not be considered a violation of Articles 11 and 29. Where the Parties are unable to agree on an alternate process, the provisions of Article 29 shall apply.

(h) In the event that a Casual Employee reports to work for a scheduled shift or a shift for which they have been called in for, and is not permitted to commence work, they shall be paid three (3) hours pay at the basic rate of pay."

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

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

11.02 Shift Scheduling Standards and Premiums for Non-Compliance

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

(i) where possible one (1) weekend off in each two (2) week period but, in any event two (2) weekends off in each five (5) week period;

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

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

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

(i) failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected employee of two times (2X) their basic rate of pay for each of four (4) regular shifts worked during the five (5) week period;

failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected employee of two times (2X) their basic rate of pay for each of two (2) regular shifts worked during the five (5) week period;

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

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

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

11.03 Schedule Posting and Schedule Changes

(a) Unless otherwise agreed between the Employer and the Union shift schedules shall be posted twelve (12) weeks in advance. The Employer shall provide the Union with a copy of each shift schedule upon request. If a shift schedule is changed after being posted, the affected employees shall be provided with fourteen (14) calendar days' notice of the new schedule. In the event that an employee's schedule is changed in the new shift schedule, and they are not provided with fourteen (14) calendar days' notice, they shall be entitled to premium payment subject to the provisions of Article 11.03(b).

(b) (i) If, in the course of a posted schedule, the Employer changes the employee's shift, they shall be paid at the rate of two times (2X) their basic rate of pay for all hours worked on the first (1st) shift of the changed schedule unless fourteen (14) calendar days' notice of such change has been given.

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

11.04 In the event that an employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, they shall be compensated for that inconvenience by receiving two (2) hours pay at their basic rate of pay.

11.05 Should an employee report and commence work as scheduled and be required to cease work prior to completion of their scheduled shift and return to duty at a later hour, they shall receive their basic rate of pay for all hours worked with an addition of two (2) hours pay at their basic rate of pay for that inconvenience.

11.06 Employee Shift Trading

Employees may exchange shifts with the approval of the Employer provided no increase in cost is incurred by the Employer." Shift and/or day off exchanges may be made up to twelve (12) weeks in advance.

44.05 **Overtime**

(A) Amend Article 12.01 to read:

"All hours, authorized by the Employer and worked by:

(i) a Regular Part-time Employee in excess of the maximums specified in Article 44.03(A); or

(ii) a Casual Employee in excess of their regularly scheduled shift or one hundred and fifty-five (155) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period;

shall be paid for at two times (2X) the basic rate of pay on that day."

(B) Article 12.04 is null and void.

44.06 **On-Call Duty**

(A) Amend Article 13 by adding:

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

44.07 **Salaries**

(A) Amend Article 14.02(a) to read:

"Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, Part-time, Temporary and Casual Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1,829) regular hours of work thereafter until the maximum rate is attained."

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

(A) Article 21.02 is amended to read:

"Part-time Employees

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

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

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

(b) eight percent (8%) during each of the second (2nd) to ninth (9th) years of employment; or

(c) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of employment; or

(d) twelve percent (12%) during each of the twentieth (20th) and subsequent years of employment; or

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

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

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

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

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

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

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

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

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

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

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

Vacation for Casual Employees

(D) Article 21.02 is amended to read:

"(a) Vacation Entitlement

A Casual Employee shall earn vacation entitlement as outlined below. Vacation Leave will be deemed to have commenced on the first (1^{st}) regularly scheduled work day absent on Vacation Leave, and continue on consecutive calendar days until return to duty:

(i) during the first (1^{st}) year of employment an employee is entitled to twenty-one (21) calendar days; or

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

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

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

(b) Vacation Pay

Vacation pay shall be paid in accordance with the following:

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

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

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

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

(c) Article 21.06 is amended to read:

"Subject to the approval of the Employer, and depending on the Employer's payroll and administrative systems, vacation pay entitlements may be received by an employee at various times of the year."

(E) Only those regularly scheduled hours and additional hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

44.09 **Named Holidays**

(A) With the exception of Article 22.06, Article 22 is replaced in its entirety by the following:

"(a) An employee to whom these provisions apply required to work on a Named Holiday, which are:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Boxing Day
Canada Day	

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

(i) the Municipality in which the site is located;

(ii) the Province of Alberta; or

(iii) the Government of Canada;

shall be paid at one and one-half times (1 1/2X) their basic rate of pay for their regularly scheduled shift worked on a Named Holiday and two times (2X) their basic rate of pay for time worked in excess of their regularly scheduled shift.

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

(c) An employee to whom these provisions apply shall be paid, in addition to their basic rate of pay, five percent (5%) of their basic hourly rate of pay in lieu of the Named Holidays, and the Floater Holiday."

44.10 **Sick Leave**

(A) Amend Article 23.02 to read:

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

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

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

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

(B) Amend Article 23.04 to read:

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

44.11 **Bereavement Leave**

In calculating paid Bereavement Leave entitlement for Part-time Employees, the provisions of Article 33.05 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

44.12 **Change of Status**

(a) A Temporary or Casual Employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during their period of employment, provided not more than six (6) months have elapsed since they last worked for the Employer:

(i) salary increments;

(ii) vacation entitlement; and

(iii) seniority in accordance with Article 28.01.

(b) A Temporary Employee shall also be credited with sick leave earned and not taken during their period of temporary employment.

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

ARTICLE 45: MODIFIED WORK DAY

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

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

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

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

45.05 **Hours of Work**

(A) Amend Article 10.01 to read:

"(a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:

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

(ii) be an average of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period averaged over one (1) complete cycle of the shift schedule;

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

(B) **Meal Periods and Rest Periods**

Amend Article 10.02 to read:

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

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

$$\frac{\text{Length of Shift X 0.5 X 60}}{7.75}$$

(c) Availability During Meal Periods

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

(d) Working During Meal and Rest Periods

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

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

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

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

45.06 **Work Schedules and Shifts**

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

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

(i) at least two (2) consecutive days of rest per week; and

(ii) two (2) weekends off in each four (4) week period. "Weekend" shall mean a consecutive Saturday and Sunday. The period of time off must be at least fifty-nine (59) hours; and

(iii) at least twenty-two and one-half (22 1/2) hours off duty at a shift changeover."

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

"Where the Employer is unable to provide for the provisions of Article 45.06A(a)(i), (ii) or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:

(i) failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected employee of two times (2X) their basic rate of pay for one (1) regular shift worked during the two (2) week period;

(ii) failure to provide both of the required two (2) weekends off duty in a four (4) week period, shall result in payment to each affected employee of two times (2X) their basic rate of pay for each of four (4) regular shifts worked during the four (4) week period;

failure to provide one (1) of the required two (2) weekends off duty in a four (4) week period shall result in payment to each affected employee of two times (2X) their basic rate of pay for each of two (2) regular shifts worked during the four (4) week period;

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

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

"An employee required to rotate shifts shall be assigned day duty at least one-half (1/2) of the time unless mutually agreed to by the Employer and the employee, provided that in the event of an emergency or where unusual circumstances exist, an employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

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

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

45.07 **Vacation With Pay**

(A) Amend Article 21.02 to read:

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

(i) during the first (1^{st}) year of employment, an employee earns vacation on the basis of one hundred and sixteen point two five (116.25) hours at the basic rate of pay per year;

(ii) during each of the second (2nd) to ninth (9th) years of employment, an employee earns vacation on the basis of one hundred and fifty-five (155) hours at the basic rate of pay per year;

(iii) during each of the tenth (10th) to nineteenth (19th) years of employment, an employee earns vacation on the basis of one hundred and ninety-three point seven five (193.75) hours at the basic rate of pay per year;

(iv) during the twentieth (20th) and subsequent years of employment, an employee earns vacation on the basis of two hundred and thirty-two point five (232.5) hours at the basic rate of pay per year."

45.08 **Named Holidays**

(A) Amend Article 22.01 to read:

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

(B) Amend Article 22.03 to read:

"An employee obliged in the course of duty to work on the first (1st) or second (2nd) shift of a Named Holiday listed in Article 22.01(a) shall be paid for all hours worked on the holiday at one and one-half times (1 1/2X) their basic rate of pay, or on the first (1st) or second (2nd) shift of Christmas Day or the August Civic Holiday shall be paid for all hours worked on the holiday at two times (2X) their basic rate of pay plus:

(a) seven and three-quarter (7 3/4) hours pay; or

(b) an alternate day off at a mutually agreed time; or

(c) by mutual agreement, a day added to their next annual vacation; and

(d) compensating time off for all overtime hours worked at their basic rate of pay.

Pay for alternate days off as provided for in (b) and (c) above shall be for seven and three-quarter (7 3/4) hours. For the purpose of payment under this Article, the Named Holiday shall be deemed to mean zero zero zero one (0001) hours to twenty-four hundred (2400) hours."

45.09 **Sick Leave**

(A) Amend Article 23.02 to read:

"An employee shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours."

(B) Amend Article 23.04 to read:

"An employee granted sick leave shall be paid for the period of such leave at their basic rate of pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time sick leave commenced."

(C) Amend Article 23.07 to read:

"When an employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating sick leave credits."

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

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

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

"Hours of work for a Regular Part-time Employee shall be as scheduled by the Employer but shall be less than for a Full-time Employee. They may be less than eleven and three-quarter (11 3/4) hours per day, and, in any event, shall be less than seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period averaged over one (1) complete cycle of the shift schedule."

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

"Where a Part-time Employee volunteers or agrees, when requested, to work additional shifts, they shall be paid their basic rate of pay for such hours or, if applicable, at the overtime rate for those hours worked in excess of the regular daily hours specified in Article 45.05(A)(a)(i)."

(C) Amend Article 44.10 to read:

"A Regular Part-time Employee shall accumulate sick leave entitlement on the basis of eleven point six two five (11.625) hours per month pro-rated to the regularly scheduled hours they work each month to a maximum of nine hundred and thirty (930) hours."

(D) A Temporary or Casual Employee who works an extended work day shift shall be paid two times (2X) their basic rate of pay for hours worked in excess of seven and three-quarter (7 3/4) hours, except where they accept an extended work day shift, in which case, overtime shall not be paid.

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

ARTICLE 46: GRIEVANCE PROCEDURE

46.01 **Definition of Time Periods**

(a) For the purpose of this Article and Article 47, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.01(a).

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

46.02 **Resolution of a Difference Between an Employee and the Employer**

(a) Formal Discussion

(i) If a difference arises between one (1) or more employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the employee(s) shall first seek to settle the difference through discussion with their immediate supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.

(ii) However, the mandatory formal discussion stage set out in Article 46.02(a)(i), may be bypassed when the employee has been given a letter of discipline pursuant to Article 37.

(iii) In the event that the difference is of a general nature affecting two (2) or more employees, the Employer and the Union may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

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

The grievance shall be submitted, in writing, and signed by the employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Director of the Department or Designate within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the employee could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Director of the Department or Designate shall be made known to the employee and the Union within seven (7) days of receipt of the written statement of grievance.

(c) Step 2

Within seven (7) days of receipt of the decision of the Director of the Department or Designate, the grievance may be advanced to Step 2 by submitting to the Employer, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within ten (10) days of the date of the letter.

The Employer shall render a decision, in writing, to be forwarded to the Union and the grievor within seven (7) days of the date of the meeting.

(d) Step 3 (Arbitration)

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

(e) Neither the employee nor a representative of the Local Unit of the Union who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.

(f) An employee shall be entitled to have a Labour Relations Officer or designate employed by the Union present during any meeting pursuant to this grievance procedure.

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

(h) Time limits for filing of a dismissal grievance shall be as stated in Article 46.02(b).

46.03 **Resolution of a Difference Between the Union and the Employer**

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion with the Employer, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1

A Policy Grievance shall be submitted, in writing, to the Employer, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Employer, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement had occurred. Upon receipt of the grievance, a meeting, should it be necessary, may be arranged by either party. The meeting shall be held within ten (10) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the Employer, shall be made known to the Union, in writing, within seven (7) days of the date of the meeting.

(c) Step 2 (Arbitration)

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within ten (10) days of the receipt of the Step 2 decision, and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the Parties, a single Arbitrator may be appointed.

46.04 **Default**

(a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the Parties to the difference have mutually agreed, in writing, to extend the time limit.

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

ARTICLE 47: GRIEVANCE ARBITRATION

47.01 Within seven (7) days following receipt of notification pursuant to Article 46.02(d) or 46.03(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, endeavor to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Minister of Employment and Immigration shall be requested to appoint a Chairman, or a single arbitrator, pursuant to the *Code*.

47.02 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the Parties and upon any employee affected by it and is enforceable pursuant to the *Code*.

47.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to them seems just and reasonable in all circumstances.

47.04 Each of the Parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the Parties.

47.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 48: COPIES OF COLLECTIVE AGREEMENT

48.01 The Employer shall provide access to an electronic copy of the Collective Agreement to each new employee upon appointment.

48.02 When requested by a new employee, the Employer shall provide a copy of the Collective Agreement in paper form.

48.03 The Collective Agreement shall be printed in paper form by the Union, and the production cost shall be shared equally between the Parties.

ARTICLE 49: CRITICAL INCIDENT STRESS MANAGEMENT

49.01 When critical incident or stress debriefing is requested by an employee, then the employee will suffer no loss of earnings for the duration of the shift.

LETTER OF UNDERSTANDING #1

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

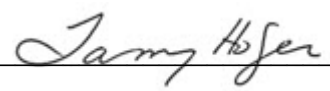
HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)

RE: JOB-SHARING

The employee or Employer may request a "job-share" arrangement. When a request for a "job-share" has been mutually agreed upon between the employees and the Employer, the terms and conditions shall be confirmed in a written agreement and signed by the Employer and the Union.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER



DATE: May 6, 2020

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

DATE: May 6, 2020

LETTER OF UNDERSTANDING #2

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: SEVERANCE

1. (a) Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.

   (b) Notwithstanding paragraph 1(a) above, severance shall not be offered where the permanent reduction in the number of Regular Employees in the bargaining unit occurs as a result of a Regular Employee's position moving or being moved into a different functional bargaining unit.

2. (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.

   (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) weeks full-time pay for each full period of one thousand eight hundred and thirteen point five (1,813.5) hours worked at the basic rate of pay to a maximum of forty (40) weeks' pay.

   (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call-back hours and additional hours for Part-time Employees) X basic rate of pay (which for the purpose of clarity means basic rate of pay exclusive of overtime payments and premium payments).

   (d) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the employee's current Employer.

3. A Regular Employee who has received layoff notice in accordance with Article 30.01 and for whom no alternate vacant position is available within a fifty (50) kilometre radius of their site, shall have the option to select either of:

   (a) layoff with recall rights as specified in Article 30 of the Collective Agreement; or

(b) severance as offered by the Employer in accordance with this Letter of Understanding.

4. A Regular Employee who accepts severance pay, shall have terminated their employment, with no further rights to recall.

5. An employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.

6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the employee wishes to take the Severance Option offered by the Employer. Any employee who does not advise the Employer, in writing of the employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 30 of this Collective Agreement.

7. (a) Employees who select severance will not be eligible for**:**

(i) continued employment with the Employer, or

(ii) rehire by any Employer who is a party to a Collective Agreement containing this provision, or

(iii) rehire by any Employer or agency funded directly or indirectly by the Employer paying the severance,

for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the employee).

(b) The employee may be considered for hire by an Employer referred to in 7(a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #3

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: MOBILITY

1. **Temporary Assignments**

(a) The Employer may assign employees to work at another site or sites for the purposes of training, orientation, meetings, emergencies, and general operational requirements, on an intermittent basis. Employees required to travel between sites due to temporary assignments will be reimbursed for travel expenses in accordance with Article 20 of the Collective Agreement.

(b) In circumstances where the Employer has sufficient advance notice of the requirement to temporarily assign employees to other sites, the Employer will provide a minimum of three (3) days' notice to the affected employees. Where there is an ongoing need to temporarily assign staff to other sites, three (3) days advance notice will only be required prior to the initial assignment.

(c) In circumstances, where the Employer does not have advance notice of the requirement to temporarily assign staff to other sites, the Employer retains the right to select the most appropriate individual to be assigned.

(d) Employees assigned to other sites will be provided an appropriate paid orientation to the other site(s) as required.

(e) Where there is an ongoing need for the Employer to assign employees to other sites, the Employer will canvass the employees in the program who have the ability to perform the required work to determine their preference for accepting temporary assignments on a regular basis. The Employer will endeavour to make assignments from among employees who have stated a willingness to work shifts at other sites provided that operational efficiency is not in any way compromised.

2. **Permanent Relocation of Positions**

(a) Where the Employer relocates positions from one site to another, the Employer will canvass the employees in the program who have the ability to perform the required work to determine their preference for accepting relocation. The Employer will endeavor to assign employees to the alternate site from among those employees

who have stated a willingness to be relocated provided that operational efficiency is not in any way compromised. Subject to employees possessing the ability to perform the work, if there are more volunteers than positions available, the positions shall be offered to eligible employees by order of seniority.

(b) In the event that no employees wish to be relocated, the Employer will assign the least senior employee from the program who has the ability to perform the work required.

(i) An employee whose position is permanently relocated to a site within fifty (50) kilometres from their original site, but chooses not to transfer with the position, shall be laid off and will not have access to rights under Article 30.02, but will have the right to remain on recall in accordance with Article 30.03.

(ii) An employee whose position is permanently relocated to a site beyond fifty (50) kilometres from their original site, shall have the option of accepting transfer to the new site or exercising rights under Article 30.02.

3. **Program Transfers**

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

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
Tammy Hofer	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #4

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: JOINT COMMITTEE

The parties recognize the value of an ongoing forum within which to discuss and seek to resolve issues of common concern. There are a number of issues between the parties that would benefit from joint study, discussion, and resolution outside of the collective bargaining process. Similarly, other issues of joint concern may arise which the parties may agree would benefit from joint study and discussion.

The parties agree that the purpose of the Joint Committee is not collective bargaining, nor is a substitute for collective bargaining. The Joint Committee is not a forum for personal issues or grievances, nor a substitute for arbitration. The purpose of the Joint Committee is to exchange information, enquire into and seek consensus about issues of concern, create joint interpretation bulletins, and make recommendations to resolve ongoing issues of policy and practice within the APL/HSAA bargaining unit.

Where it is the intent of the Parties to create a Joint APL/HSAA forum for the above stated purpose, the Parties agree as follows:

1. The Joint Committee shall establish Terms of Reference outlining the purpose of the Joint Committee, the schedule of meetings for the term of the collective agreement, its key functions, committee membership, and the reporting relationships for each of the Parties. The Joint Committee shall determine the issues to be addressed.

2. The Joint Committee will be comprised of Employer and Union representatives, which shall have representative membership for both bargaining units.

3. The Parties will meet bi-monthly, or as otherwise mutually agreed.

4. The purpose of the Joint Committee will be to:

    a. exchange information;

    b. engage in good faith discussions; and

    c. make recommendations to their respective principals on matters discussed by the committee.

5. The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issue(s).

6. The parties may agree to utilize an independent third party to make recommendations on issues that cannot be resolved due to an impasse reached by the Joint Committee. The third party will be selected by mutual agreement and any costs will be equally shared by the parties.

7. Upon date of ratification, any and all amendments to the current Collective Agreement shall be reviewed by the Joint Committee.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #5

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: JOINT BENEFITS COMMITTEE

The Parties agree to establish a Joint Benefits Committee ("the Committee") which will include equal representation comprised of Employer and Union representatives, which shall have representative membership for both bargaining units.

The Parties commit to establishing the Committee and convening an initial meeting within sixty (60) days of the date of ratification of this Collective Agreement. The Committee will meet regularly thereafter as agreed by the Committee, but in any event no fewer than five (5) times per calendar year.

The purpose of the Committee will be to:

(a) pursue opportunities for joint communication to HSAA members with respect to benefits issues; and

(b) identify and discuss methods of educating employees on benefit plan provisions in the interest of encouraging appropriate utilization of the plans; and

(c) discuss other issues of mutual interest with respect to the employee benefits.

(d) during the term of this collective agreement the committee shall:

- Conduct a full review of the current benefit plan including costs and utilization,
- Research different options and costs for retiree/bridging benefits,
- Conduct a review of Terms of Reference and amend as needed,
- Address any other mutually agreed items.

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

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #6

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: FLEXIBLE SPENDING ACCOUNT (FSA)

1. **Eligibility**

(a) A FSA shall be implemented for all employees eligible for benefits in accordance with Article 25.07(a)(i) and (ii).

(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 full-time equivalencies (FTE's).

2. **Calculation**

The FSA will be calculated as follows:

(a) One thousand two hundred and fifty dollars ($1,250.00) to be allocated to each eligible employee, plus

(b) One thousand five hundred dollars ($1,500.00) to be allocated to each eligible Full-time Employee prorated for each eligible Part-time Employee based on their FTE as of November 1st (eligibility date) of each year.

3. **Utilization**

The FSA may be used for the following purposes:

(a) Reimbursement for expenses associated with professional development including:

(i) tuition costs or course registration fees;
(ii) travel costs associated with course attendance;
(iii) professional journals;
(iv) books or publications;
(v) software; and
(vi) hardware.

(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 Articles 25.01(b)(v) and 25.01(b)(vi) of the Collective Agreement.

(d) Contribution to a Registered Retirement Savings Plan administered by the Employer or a Tax-Free Savings Account (TFSA).

(e) Wellness expenses which may include, but are not limited to, such expenditures such as fitness centre memberships and fitness equipment.

(f) Family care including day care and elder care.

(g) Alternate transportation including transit passes and tickets.

4. **Allocation**

(a) By December 1st (allocation date) of each year, employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.

(b) Any unused allocation in an employee's FSA as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.

(c) Employees who are laid off after January 1st in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.

(d) 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 will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
Tammy Hofer	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #7

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: MULTI-SITE POSITIONS

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

   (a) Multi-Site Positions will be structured to work in no more than three (3) sites and the sites must be within one hundred (100) kilometres of one another;

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

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

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

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

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

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #8

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: GUIDELINES FOR DETERMINATION OF REQUIREMENT TO PROVIDE AN AUTOMOBILE

This Letter of Understanding Is Not Applicable to Office and Clerical

WHEREAS the Parties agree that it is mutually beneficial to ensure a common approach and understanding for decisions with respect to the requirement to provide an automobile under Articles 20.01 and 20.02 of the Collective Agreement, the following guidelines have been established.

These guidelines do not amend or replace the provisions of Article 20.

Requirement to Provide an Automobile:

1. The Employer shall determine which employees are required to provide an automobile for business use in their employment.

2. The determination is made by the manager in circumstances where an employee requires an automobile to perform the primary and integral responsibilities of their position.

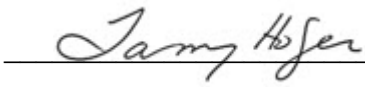
3. Employees who use an automobile to perform incidental or peripheral tasks, such as attending meetings, would not be deemed to be required to provide an automobile for use in their employment.

4. The Employer shall confirm in writing the requirement for an employee to provide an automobile based on these guidelines.

5. The requirement to provide an automobile shall be included in job postings and letters of hire.

6. Employees will be provided with thirty (30) days advance notice if the Employer makes a determination that the employee is no longer required to provide an automobile for business use.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #9

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: INCREASING OR DECREASING FULL-TIME EQUIVALENCY

WHEREAS the Parties agree that it may be of mutual benefit to Regular Employees and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work; and

WHEREAS the Parties agree that increases and/or decreases to established FTEs can have the following positive effects on the workplace:

- Promoting a better work/life balance for Regular Employees by allowing them the opportunity to adjust their FTE as their lifestyle or personal circumstances change.
- Decreases to FTEs can provide increased choice to an employee who gradually wants to phase or bridge into retirement and may create opportunities for formal succession or mentoring programs.

NOW THEREFORE the Parties agree as follows:

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

    (a) All requests by Regular Employees to adjust FTE's must be made in writing to the supervisor/manager and must state whether the FTE adjustment is permanent or temporary. The Union must be notified at the time the request is made. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request and such request shall not be unreasonably denied, subject to operational requirements.

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

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

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

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

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

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

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

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

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

6. When a Regular Employee reduces their FTE on a temporary basis, their pre-reduction FTE will be maintained. A Regular Employee who has been granted a temporary reduction in FTE through this Letter of Understanding will accrue benefits and entitlements under the Collective Agreement based on the reduced FTE during the temporary period. At the completion of the term of the temporary reduction, the employee will be reinstated into their pre-reduction FTE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Evaluation**

The Joint Committee agrees to review and amend the Joint Guidelines on Staffing Initiatives no later than one hundred and twenty (120) days following ratification of the Collective Agreement.

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

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
_____	_____
_____	_____
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #10

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: FLEX HOURS

WHEREAS the Parties agree that for employees in some disciplines, day-to-day flexibility around their start and end time provides the employee with more control of the way their work is done and also increases their ability to provide responsive services to clients.

NOW THEREFORE the Parties agree as follows:

1. Employees may make a request to the Employer to implement flex-time arrangements. Such arrangement will be implemented by mutual agreement of the Employer and the employee.

2. Flex-time arrangements are appropriate only where operations do not require routine and standardized hours of work.

3. Employees working flex-time are not expected to waive their overtime rights under the Collective Agreement.

4. Each employee is responsible for monitoring their own hours to ensure they are not in an overtime situation.

5. When an employee approaches their manager to request a flex-time arrangement, the employee and the manager must develop a flex-time agreement that includes the following components, where applicable:

    (a) Who is covered by the Flex-Time Agreement;

    (b) The threshold that will be in effect with respect to payment of overtime. Options for thresholds are as follows:

        (i) daily thresholds whereby hours worked between seven point seven five (7.75) and _____ hours are paid at straight time; or

        (ii) weekly thresholds whereby hours worked between thirty-eight point seven five (38.75) and _____ hours in a week are paid at straight time; or

(iii) an alternate time period not exceeding six (6) weeks;

(c) The maximum flex-time bank that can be accumulated under the arrangement;

(d) The application of shift differential and weekend premium;

(e) The process for scheduling time off in lieu for banked time and the payout of remaining banked time when the flex-time arrangement is terminated;

(f) How the flex-time agreement is terminated; and

(g) The notice time required for the agreement to be terminated by either Party.

6. Flex-time agreements shall be provided to the Employer and to the Union prior to implementation.

7. Flex-time arrangements should be periodically reviewed by the Parties.

8. **Evaluation**

The Joint Committee agrees to review and amend the Joint Guidelines on Staffing Initiatives no later than one hundred and twenty (120) days following ratification of the Collective Agreement.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #11

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: BENEFITS ELIGIBLE CASUAL EMPLOYEES (BECE)

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

NOW THEREFORE the Parties agree as follows:

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

2. (a) **BECE Implementation**

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

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

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

   (b) **BECE Termination**

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

   (ii) An Employer may terminate these positions, in which case the BECE shall revert to casual status.

3. **Scheduling of BECE Shifts**

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

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

   (c) Where possible, the Employer shall confirm the employee's shifts (based on the employee's stated availability) at least twenty-four (24) hours in advance. Such shifts shall be paid at the employee's basic rate of pay.

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

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

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

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

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

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

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
Tammy Hofer	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #12

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: CONSEQUENTIAL VACANCIES

WHEREAS the Parties recognize that posting requirements for individual vacancies in Functional Work Areas where multiple/repetitive vacancies occur causes delays in efficient transfer of existing employees, timely commencement of new employees, and potential loss of interested internal/external candidates;

AND WHEREAS the Parties therefore agree that a consequential vacancy system may have positive effects on the workplace.

Where the Employer or Union wishes to discuss alternative consequential vacancy processes at a local level, such discussions will give consideration to the principles and the process options outlined in the Joint Guidelines on Staffing Initiatives developed by the Joint Committee.

The Joint Committee agrees to review and amend the Joint Guidelines on Staffing Initiatives no later than one hundred and twenty (120) days following ratification of the Collective Agreement.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
Tammy Hofer	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #13

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: SUPERNUMERARY POSITIONS

WHEREAS the Parties agree that supernumerary positions are positions that are above the base-line staffing requirements in a Functional Work Area. These positions are normally created in order to recruit recent graduates by providing them with future employment and professional experience in their discipline;

WHEREAS the Parties agree that supernumerary employees can have benefits for both Employers and employees, as follows:

- Enables workforce planning;
- Provides incentive for new graduates to work in Alberta;
- Encourages existing employees to act as mentors to new graduates; and
- Supports transition into the workplace for new graduates.

NOW THEREFORE the Parties agree as follows:

1. Employers may create and post supernumerary positions where there is a need to recruit and retain new graduates. Postings will indicate that the position is supernumerary.

2. The Employer will advise the Union in advance of their intention to create and post supernumerary positions.

3. The following principles will apply when an Employer implements supernumerary positions:

   (a) Applications for supernumerary positions will be limited to new graduates. New graduates may include: recent graduates who have not worked for an Employer; current employees training in a second discipline; or individuals who have completed a refresher program.

   (b) The Employer will specify on the job posting the maximum length of time that an employee can work in a supernumerary position. This period shall not exceed twelve (12) months.

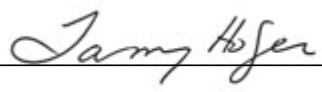
(c) All Collective Agreement provisions apply to employees in a supernumerary position, except that the supernumerary employee is required to achieve a regular position within the designated time frame. If such regular position is not achieved, the employee shall revert to casual status.

(d) Supernumerary positions shall have full-time status, unless otherwise indicated by the Employer.

4. **Evaluation**

The Joint Committee agrees to review and amend the Joint Guidelines on Staffing Initiatives no later than one hundred and twenty (120) days following ratification of the Collective Agreement.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #14

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: PART-TIME SEASONAL EMPLOYEES

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

NOW THEREFORE the Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

3. **Evaluation**

The Joint Committee agrees to review and amend the Joint Guidelines on Staffing Initiatives no later than one hundred and twenty (120) working days following ratification of the Collective Agreement.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #15

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: ALTERNATE RESOLUTION PROCESS (ARP)

Whereas the Parties agree it is in their best interests to have grievances resolved expediently, and in an economical manner, and there is benefit in having a full discussion of the issues,

THEREFORE, the Parties agree, the basis of the ARP process is as follows:

(a) The purpose of the ARP is to have an open, non-binding discussion in an attempt to reach a resolution satisfactory to both Parties.

(b) Prior to a matter being arbitrated, the Parties may agree to refer the issue to the ARP. Reference of a matter to the ARP is voluntary and must be agreed to by both Parties.

(c) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a resolution.

(d) Any and all information or documents shared during, or in preparation for the ARP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.

(e) Both Parties shall put forward three (3) names of individuals from their organization(s) who agree to hear disputes. Each ARP will be heard jointly by one (1) representative from the Union and one (1) representative from the Employer(s).

(f) The ARP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties and are considered privileged and may not be used for any other purpose.

The Parties will meet through the Joint Committee during the life of the Collective Agreement to discuss the operation of this Letter of Understanding and to assess possible modifications. The Parties may jointly recommend changes to the Letter of Understanding to their respective principles as a result of these discussions.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #16

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: DEFERRED SALARY LEAVE PLAN

The Employer shall have in place, a policy which will allow interested employees, who have completed their probationary period, to participate in a Deferred Salary Leave Plan (the Plan). Participation in the Plan shall be at the Employers discretion and subject to the operational requirements of the Employer.

During the period of time that the employee is absent from work the employee may continue to participate in the benefit plan as outlined in Article 25: Employee Benefit Plans, providing the employee arranges, prior to the leave commencing, to pay for the full cost of the premiums (employee and Employer shares). Employees participating in the Plan will not be eligible for the Flexible Spending Account during their absence from work.

The Plan will be administered in accordance with Canada Revenue Agency and Local Authorities Pension Plan regulations.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

DATE: May 6, 2020

DATE: May 6, 2020

LETTER OF UNDERSTANDING #17

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: NORTHERN INCENTIVE PROGRAM

1. An employee employed at a work site between the fifty-fifth (55^{th}) and fifty-seventh (57^{th}) parallel will be eligible to receive a **Remote Retention Allowance** to an annual maximum of three thousand dollars ($3,000.00). The Remote Retention Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the basic rate of pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of Remote Retention Allowance.

2. An employee employed at a work site above the fifty-seventh (57^{th}) parallel will be eligible to receive a **Northern Allowance** to an annual maximum of six thousand three hundred dollars ($6,300.00). The Northern Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the basic rate of pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of Northern Allowance.

3. An employee employed at a work site in the Municipality of Wood Buffalo will be eligible to receive a **Fort McMurray Allowance** to a maximum of twelve thousand four hundred and eighty dollars ($12,480.00). The Fort McMurray Allowance will be calculated on an hourly basis and paid per pay period for all Employer-paid hours at the basic rate of pay, exclusive of overtime. Hours that are unpaid by the Employer, such as an unpaid leave of absence, STD, LTD or WCB will not be included in the calculation or payment of the Fort McMurray Allowance.

4. Permanent and Temporary, Full-time and Part-time Employees working in excess of one (1) full year at work sites above the fifty-seventh (57^{th}) parallel will also be eligible to receive a taxable, annual reimbursement of personal travel expenses up to a maximum of one thousand two hundred and thirty-five dollars ($1,235.00), per calendar year. Reimbursement shall be in accordance with Employer policy and procedure.

5. The Northern Incentive Program is considered taxable income. The Northern Incentive Program is not part of insurable income for benefit purposes, and shall not be considered pension-eligible earnings.

6. The Employer reserves the right to amend or terminate with ninety (90) days' notice.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
Tammy Hofer	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #18

BETWEEN

ALBERTA PUBLIC LABATORIES
(hereinafter referred to as the Employer)

- and-

ALBERTA HEALTH SERVICES
(the Employer)

- and -

COVENANT HEALTH
(the Employer)

- and -

BETHANY NURSING HOME OF CAMROSE
(the Employer)

- and -

LAMONT HEALTH CARE CENTRE
(the Employer)

- and -

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

RE: PORTABILITY BETWEEN ALBERTA PUBLIC LABORTIES, ALBERTA HEALTH SERVICES, COVENANT HEALTH, BETHANY NURSING HOME OF CAMROSE AND LAMONT HEALTH CENTRE

WHEREAS the Parties agree that it may be of mutual benefit to allow Regular Employees to transfer their earned entitlements while employed at Alberta Public Laboratories (APL) and/or Alberta Health Services (AHS) and/or Covenant Health (CH) and/or Bethany Nursing Home of Camrose (BETH) and/or Lamont Health Centre (LAM), the Parties agree as follows:

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

   (a) Placement on the salary grid;

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

(c) Unused sick bank;

(d) Hours towards next increment; and

(e) Seniority date,

provided they:

(i) resign from their regular position(s) with APL and/or AHS and/or CH and/or BETH and/or LAM;

(ii) are hired into the same classification; and

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

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

(a) Highest placement on the salary grid;

(b) Highest vacation entitlement date;

(c) Unused sick bank;

(d) Hours towards next increment;

(e) Highest seniority date,

provided they:

(i) Resign from their regular position(s) with APL and/or AHS and/or CH and/or BETH and/or LAM;

(ii) Are hired into the same classification; and

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

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

(a) Highest placement on the salary grid;

(b) Highest vacation entitlement date;

(c) Hours towards next increment;

(d) Highest seniority date,

provided they:

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

(ii) are hired into the same classification; and

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

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

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

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

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

DATE: May 6, 2020

DATE: May 6, 2020

LETTER OF UNDERSTANDING #19

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: DUTY TO ACCOMMODATE

WHEREAS the Parties agree in order to facilitate the multi-party duty to accommodate, and in accordance with the Employer's Workplace Accommodation Policy and Workplace Accommodation Process Guideline, the Parties agree as follows:

1. The Parties acknowledge they share the responsibility for the duty to accommodate employees up to the point of undue hardship. The parties also acknowledge that working together to ensure Employees are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness is of particular importance in the health care sector.

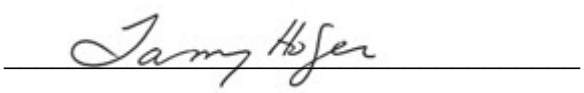
2. The Employer shall provide the Union with a copy of an Employee's Request for Accommodation Form Employee within ten (10) working days of receipt of the form in Human Resources.

3. Once the Employer has received the Employee's Request for Accommodation Form they will meet with the Employee without undue delay to develop a plan. The Union may be present if requested by either party.

4. All Parties involved will respect the right to privacy of the employee seeking the accommodation, communicating only information that is pertinent to the accommodation process to those involved in the accommodation.

5. If at any point during the process of accommodation a dispute arises, either party may refer the matter to the alternate resolution process referenced in Letter of Understanding #16.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #20

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: GRANDFATHERED QUALIFICATION DIFFERENTIALS (EDUCATION ALLOWANCES)

WHEREAS the Parties recognize that some Employees were eligible for and in receipt of an Education Allowance prior to November 25, 2019.

NOW THEREFORE, the Parties agree as follows:

1. Paramedical Technical employees previously employed by Alberta Health Services and in receipt of an Education Allowance prior to December 15, 2014, shall continue to receive that Education Allowance until such time as the employee ceases to work as a Paramedical Technical employee or leaves the employ of the Employer, whichever is earlier.

2. Employees employed previously by Calgary Laboratory Services and in receipt of an Education Allowance prior to November 25, 2019, shall continue to receive that Education Allowance until such time as the employee ceases to work as an employee or leaves the employ of the Employer, whichever is earlier.

3. Basic Rate of Pay shall be deemed to be inclusive of Education Allowance paid in accordance with this Letter of Understanding.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
Tammy Hofer	
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #21

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: REVISED GRIEVANCE ARBITRATION PROCESS

The Parties agree that there is mutual benefit in ensuring there is opportunity for each party to fully apprise itself of the merits of a grievance and options for resolution. Furthermore, the parties acknowledge that arbitration hearings and resolutions are not occurring in the most timely manner and the current practices result in costly cancelation fees and increased uncertainty for the parties. Both parties agree there is a shared obligation to improve the process.

To address the parties' shared concerns, the Parties agree to a trial a revised Grievance Arbitration Process ("GAP"), modifying, in part, Article 47 for the life of this Collective Agreement in accordance with the following terms:

1. Nothing in this Agreement precludes individual Labour Relations Officers ("LRO") or external legal counsel for HSAA and APL Legal Counsel (or AHS designate) from engaging in discussions outside of this process to resolve or manage grievances. Rather, the parties acknowledge, support, and encourage those discussions at the earliest opportunity and throughout the grievance resolution process.

2. Both parties agree to take interim steps to decelerate the backlog of grievances and arbitrations including:

    a. AHS Legal has implemented an earlier review process. Upon receiving notification that a grievance has been advanced to arbitration, AHS Legal works to obtain a copy of the file from Human Resources. As this is a new process, and given the large size of APL, it may take more than 4 weeks for Legal to receive the contents of the file. Upon receipt of the file, Legal Counsel is assigned. Legal Counsel reviews and conducts an assessment to analyze the strengths and weaknesses of the case. This may require an additional 2 weeks.

    b. HSAA agrees to forward all notices of grievances advanced to arbitration to APL Human Resources (via aplhumanresources@albertapubliclabs.ca) and AHS Legal (via referraltoarbitration@ahs.ca).

    c. The parties agree to amend Article 47 to have Counsel select a mutually agreeable Arbitrator, rather than nominees. After the appointment of the Arbitrator, Counsel

can mutually agree to proceed by way of a Panel with nominees and Counsel will notify their respective nominees.

d. HSAA agrees to a 60 day grace period subsequent to advancing a grievance to arbitration ("Grace Period"). Where deemed necessary in exceptional circumstances, HSAA may insist on the current Collective Agreement timelines or such other timeline but HSAA agrees to involve AHS Legal Counsel in verbal discussions around this necessity prior to engaging these rights.

e. Neither party will appoint or contact an arbitrator without first ensuring fulsome discussions have occurred between Counsel.

3. The parties agree to review this process no later than one year following ratification of the Collective Agreement.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
_____	_____
_____	_____
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #22

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: EMPLOYEE AND UNION DEVELOPED SHIFT SCHEDULES

1. The Employer shall not unreasonably refuse to implement a shift schedule for a Functional Work Area, developed by the employee(s) and the Union subject to the following:

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

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

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

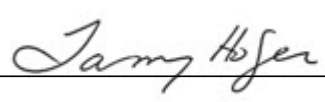
2. As per 1(a) above, Article 11, Article 44.04 or Article 45.06 applies in its entirety to schedules implemented under this process.

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

4. The parties agree that a list of all schedules implemented under this Letter of Understanding shall be maintained and distributed with Joint Committee meeting packages for the duration of this Collective Agreement.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER



DATE: May 6, 2020

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

DATE: May 6, 2020

LETTER OF UNDERSTANDING #23

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)
- and -

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

RE: ALTERNATE SCHEDULING OPTION (HOURS BETWEEN SHIFTS)

Whereas the Parties agree that in order to be responsive to patient and client needs there may be a requirement to have extended hours of operation.

An optional scheduling system is available which may be applied with written agreement between the Employer and the Union and the Employee(s). Where this option is applied, the relevant provisions of Article 11.02(a) shall be amended as follows:

(i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;

(ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;

(iii) at least twelve (12) hours off duty between the end of one shift and the commencement of the next shift;

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

All other provisions of Article 11 or Article 44.04 remain in full effect with penalty payments identified in Article 11.02(b) based on the amendments above.

The written agreement shall indicate the Employee or Employees to which the agreement applies.

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

The Parties agree that a list of all Functional Work Areas using the above scheduling option shall be maintained and distributed with Joint Committee meeting packages for the duration of this Collective Agreement.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
_____	_____
_____	_____
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #24

BETWEEN

ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)

- and -

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

RE: TRANSITIONAL PROVISIONS – Technical

The Parties agree to the following transitional provisions in moving to the APL/HSAA Transitional Agreement hereinafter referred to as the Receiving Agreement.

ARTICLE 5: DUES DEDUCTION AND ASSOCIATION MEMBERSHIP

The Employer will begin providing single Dues Deduction lists as per the provisions of Article 5.02(a) of the Receiving Agreement when the Employer has established the system capability to do so.

ARTICLE 9: PROBATIONARY PERIOD

Employees who commenced employment under the provisions of a Collective Agreement other than the Receiving Agreement prior to date of ratification and who have not yet completed their probationary period shall be subject to the probationary period outlined of the Collective Agreement in effect as of their commencement of employment until their probationary period has been completed or otherwise terminated.

All Employees who commence employment on or after date of ratification shall be subject to the provisions of Article 9, Probationary Period unless otherwise amended.

ARTICLE 10: HOURS OF WORK and ARTICLE 11: WORK SCHEDULES AND SHIFTS

The parties agree that hours of work and schedules will comply with Article 10/44.03: Hours of Work and Article 11/44.04: Work Schedules and Shifts. All required schedule changes will be posted within eight weeks of the ratification date, and will take effect on, or around April 1, 2020. Any subsequent changes to schedules will be subject to a 12 week posting period.

ARTICLE 12: OVERTIME

As of implementation date, Employees will be eligible for overtime in accordance with Article 12/44.05 – Overtime of the Receiving Agreement.

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

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

ARTICLE 14: SALARIES

Employees shall be placed at the step on the mapped receiving agreement classification based on their current step in their current classification (step for step).

Where such rate is lower than their current rate of pay, then the Employee shall be placed at the applicable step based on their years of service in their current classification and shall be red-circled until such time as the salary scale for the classification meets or exceeds their rate of pay. *[Section to be included/replicated in part in the Salary Appendix]*

Employees who are moving to a salary grid with more steps than their current classification and are at the highest Step in their current classification shall be placed based on years of service in their current classification.

Full-time Employees who receive increases through this transition shall have their increment anniversary date for future increases established as of the ratification date.

Part-time and Casual Employees who receive a pay increase, shall earn hours toward their next increment as of the ratification date.

ARTICLE 21: VACATION WITH PAY

Those Employees who, as a result of the implementation of the provisions of the Receiving Agreement, would see an increase in their vacation entitlement rate shall begin earning vacation at the higher rate as of date of ratification.

Those Employees who currently earn vacation entitlement at a rate in excess of the rates in the Receiving Agreement shall continue to accrue vacation at their current rate until such time that the provisions of Article 21.02 of the Receiving Agreement provide vacation entitlement equivalent to that being currently earned by the employee. Employees who are currently earning vacation in excess of the provisions of Article 21.02(c) of the Receiving Agreement will continue to earn vacation at their current accrual rate as of date of ratification until the termination of their employment within the bargaining unit or until such time as the vacation accruals in Article 21.02 provide for equivalent or greater entitlement.

ARTICLE 22: NAMED HOLIDAYS

As of implementation date, employees will be eligible for Named Holidays in accordance with Article 22/44.09 – Named Holidays of the Receiving Agreement.

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

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

ARTICLE 23: SICK LEAVE

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

ARTICLE 24: WORKERS' COMPENSATION

Employees who commenced employment under the provisions of a Collective Agreement other than the Receiving Agreement prior to date of ratification and who have made application for or are in receipt of Workers' Compensation benefits effective the date of ratification of the Receiving Agreement will be governed by the Workers' Compensation provisions of their existing Collective Agreement until their return to work.

All Employees making application for Workers' Compensation benefits on or after date of ratification shall be subject to the provisions of Article 24 unless otherwise amended.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

Employees currently covered by the Employee Benefit Plan under agreements other than the Receiving Agreement shall, subject to normal industry requirements, be entitled to coverage under the Employee Benefit Plan as provided by Article 25 of the Receiving Agreement on a date to be determined by the parties. The Parties recognize that due to systems transitions, these dates may differ for particular employee groups.

Employees not actively at work due to illness or disability on date of ratification will continue to be covered by the benefit provisions in their previous Collective Agreement until such time that they return to active employment with the Employer. Benefit coverage under the Receiving Agreement will commence upon their return to work subject to enrollment requirement.

ARTICLE 28: SENIORITY

Regular or Temporary Employee’s seniority date on the day before the date of ratification shall remain unchanged and shall become the Regular or Temporary Employee’s new seniority date under the Receiving Agreement.

Where an employee concurrently holds multiple regular or temporary positions under two or more Collective Agreements transitioning into the Receiving Agreement, and has multiple established seniority dates, the earliest date shall apply.

Casual employees who have never held a regular or temporary position (and therefore have not had a seniority date computed previously) will have a seniority date calculated upon transferring to a regular or temporary position, in accordance with the provisions of Article 28, by dividing hours worked under their previous Collective Agreement and hours worked under the Receiving Agreement by 2022.75.

ARTICLE 29: PROMOTIONS TRANSFERS AND VACANCIES

Article 29.07: Trial period

Employees who commenced employment under the provisions of a Collective Agreement other than the Receiving Agreement prior to the date of ratification and who have not yet completed their trial period shall be subject to the Trial Period outlined in their Collective Agreement in effect as of their date of transfer or promotion until their trial period has been completed.

All Employees who are transferred or promoted on or after date of ratification shall be subject to the provisions of Article 29.07 unless otherwise amended.

Article 29.12: Multiple Positions

Employees who hold multiple, regular positions within the Receiving Agreement shall be responsible to notify their supervisors of their multiple positions within 30 days of the date of ratification.

The Employer will review the multiple position arrangements within one hundred, eighty (180) days of becoming aware of the multiple positions to assess the ability of the Employer to apply the provisions of Article 29.12.

ARTICLE 33: LEAVES OF ABSENCE

Employees who commenced employment under the provisions of a Collective Agreement other than the Receiving Agreement prior to the date of ratification will be governed by the Leave of Absence provisions of their existing Collective Agreement until their return to work.

All Employees requesting a Leave of Absence on or after the date of ratification shall be subject to the provisions of Article 33 unless otherwise amended.

Personal Leave

Employees with Special Leave/Personal Leave banks under the terms of another Collective Agreement shall have those banks as of the date of ratification converted to Personal Leave under the provisions of 33.04.

Effective April 1, 2020, eligible employees shall receive Personal Leave in accordance with the provisions of 33.04.

LETTER OF UNDERSTANDING #6 RE: FLEXIBLE SPENDING ACCOUNT (FSA)

For the year beginning January 1, 2020 Employees are eligible for the FSA amount as per #2 in the Letter of Understanding. The Employer will do a reconciliation for Employees at date of conversion to PeopleSoft who had credits loaded under a different Collective Agreement. No Employee is eligible for greater than $2,750 in credits for the year of January 1, 2020 to December 31, 2020.

WAGE RE-OPENER

The Parties agree that the wage adjustment determined through the Wage Re-Opener process for the AHS/HSAA Provincial Collective Agreement will also apply to this Collective Agreement for the term April 1, 2019 – September 30, 2020.

IMPLEMENTATION

The Parties agree to meet at least bi-weekly to discuss implementation issues arising from this transition.

For the purposes of this Letter of Understanding, Implementation Date is meant to be the date on which an Employee is moved under the terms and conditions of the Receiving Agreement on the Employer's payroll system. The Parties understand these dates to be on or around December 23, 2019 for Employees previously covered by the AHS/AUPE GSS, Covenant/HSAA, Covenant/CUPE 41 and Covenant/CUPE 2111 Collective Agreements and on or around March 30, 2020 for Employees previously covered by the CLS/HSAA Collective Agreement.

LETTERS TO EMPLOYEES

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

i. Confirmation of the implementation date of their transition;
ii. Employment status (i.e. regular full time, regular part time, temporary, or casual);
iii. FTE;
iv. Classification;
v. Increment level and basic rate of pay;
vi. Confirmation of the benefits enrollment date;
vii. Vacation entitlement level; and
viii. Current sick, vacation, named holiday, and overtime banks.

Each employee shall have 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.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

DATE: May 6, 2020

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

DATE: May 6, 2020

LETTER OF UNDERSTANDING #24A

BETWEEN

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: TRANSITIONAL PROVISIONS – Office and Clerical

The Parties agree to the following transitional provisions in moving to the APL/HSAA Transitional Agreement hereinafter referred to as the Receiving Agreement.

ARTICLE 5: DUES DEDUCTION AND ASSOCIATION MEMBERSHIP

The Employer will begin providing single Dues Deduction lists as per the provisions of Article 5.02(a) of the Receiving Agreement when the Employer has established the system capability to do so.

ARTICLE 9: PROBATIONARY PERIOD

Employees who commenced employment under the provisions of a Collective Agreement other than the Receiving Agreement prior to date of ratification and who have not yet completed their probationary period shall be subject to the probationary period outlined of the Collective Agreement in effect as of their commencement of employment until their probationary period has been completed or otherwise terminated.

All Employees who commence employment on or after date of ratification shall be subject to the provisions of Article 9, Probationary Period unless otherwise amended.

ARTICLE 12: OVERTIME

As of implementation date, Employees will be eligible for overtime in accordance with Article 12/44.05 – Overtime of the Receiving Agreement.

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

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

ARTICLE 14: SALARIES

Employees that were on existing union wage grids shall be placed at the step on the mapped receiving agreement classification based on their current step in their current classification (step for step).

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

Where such rate is lower than their current rate of pay, then the Employee shall be placed at the applicable step based on their years of service in their current classification and shall be red-circled until such time as the salary scale for the classification meets or exceeds their rate of pay. *[Section to be included/replicated in part in the Salary Appendix]*

Full-time Employees who receive increases through this transition shall have their increment anniversary date for future increases established as of the ratification date.

Part-time and Casual Employees who receive a pay increase, shall earn hours toward their next increment as of the ratification date.

ARTICLE 21: VACATION WITH PAY

Those Employees who, as a result of the implementation of the provisions of the Receiving Agreement, would see an increase in their vacation entitlement rate shall begin earning vacation at the higher rate as of date of ratification.

Those Employees who currently earn vacation entitlement at a rate in excess of the rates in the Receiving Agreement shall continue to accrue vacation at their current rate until such time that the provisions of Article 21.02 of the Receiving Agreement provide vacation entitlement equivalent to that being currently earned by the employee. Employees who are currently earning vacation in excess of the provisions of Article 21.02(c) of the Receiving Agreement will continue to earn vacation at their current accrual rate as of date of ratification until the termination of their employment within the bargaining unit or until such time as the vacation accruals in Article 21.02 provide for equivalent or greater entitlement.

ARTICLE 22: NAMED HOLIDAYS

As of implementation date, employees will be eligible for Named Holidays in accordance with Article 22/44.09 – Named Holidays of the Receiving Agreement.

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

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

ARTICLE 23: SICK LEAVE

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

ARTICLE 24: WORKERS' COMPENSATION

Employees who commenced employment under the provisions of a Collective Agreement other than the Receiving Agreement prior to date of ratification and who have made application for or are in receipt of Workers' Compensation benefits effective the date of ratification of the Receiving Agreement will be governed by the Workers' Compensation provisions of their existing Collective Agreement until their return to work.

All Employees making application for Workers' Compensation benefits on or after date of ratification shall be subject to the provisions of Article 24 unless otherwise amended.

ARTICLE 25: EMPLOYEE BENEFIT PLANS

Employees currently covered by the Employee Benefit Plan under agreements other than the Receiving Agreement shall, subject to normal industry requirements, be entitled to coverage under the Employee Benefit Plan as provided by Article 25 of the Receiving Agreement on a date to be determined by the parties. The Parties recognize that due to systems transitions, these dates may differ for particular employee groups.

Employees not actively at work due to illness or disability on date of ratification will continue to be covered by the benefit provisions in their previous Collective Agreement until such time that they return to active employment with the Employer. Benefit coverage under the Receiving Agreement will commence upon their return to work subject to enrollment requirement.

ARTICLE 28: SENIORITY

Regular or Temporary Employee’s seniority date on the day before the date of ratification shall remain unchanged and shall become the Regular or Temporary Employee’s new seniority date under the Receiving Agreement.

Where an employee concurrently holds multiple regular or temporary positions under two or more Collective Agreements transitioning into the Receiving Agreement, and has multiple established seniority dates, the earliest date shall apply.

Casual employees who have never held a regular or temporary position (and therefore have not had a seniority date computed previously) will have a seniority date calculated upon transferring to a regular or temporary position, in accordance with the provisions of Article 28, by dividing hours worked under their previous Collective Agreement and hours worked under the Receiving Agreement by 2022.75.

ARTICLE 29: PROMOTIONS TRANSFERS AND VACANCIES

Article 29.07: Trial period

Employees who commenced employment under the provisions of a Collective Agreement other than the Receiving Agreement prior to the date of ratification and who have not yet completed their trial period shall be subject to the Trial Period outlined in their Collective Agreement in effect as of their date of transfer or promotion until their trial period has been completed.

All Employees who are transferred or promoted on or after date of ratification shall be subject to the provisions of Article 29.07 unless otherwise amended.

Article 29.12: Multiple Positions

Employees who hold multiple, regular positions within the Receiving Agreement shall be responsible to notify their supervisors of their multiple positions within 30 days of the date of ratification.

The Employer will review the multiple position arrangements within one hundred, eighty (180) days of becoming aware of the multiple positions to assess the ability of the Employer to apply the provisions of Article 29.12.

ARTICLE 33: LEAVES OF ABSENCE

Employees who commenced employment under the provisions of a Collective Agreement other than the Receiving Agreement prior to the date of ratification will be governed by the Leave of Absence provisions of their existing Collective Agreement until their return to work.

All Employees requesting a Leave of Absence on or after the date of ratification shall be subject to the provisions of Article 33 unless otherwise amended.

Personal Leave

Employees with Special Leave/Personal Leave banks under the terms of another Collective Agreement shall have those banks as of the date of ratification converted to Personal Leave under the provisions of 33.04.

Effective April 1, 2020, eligible employees shall receive Personal Leave in accordance with the provisions of 33.04.

LETTER OF UNDERSTANDING #6 RE: FLEXIBLE SPENDING ACCOUNT (FSA)

For the year beginning January 1, 2020 Employees are eligible for the FSA amount as per #2 in the Letter of Understanding. The Employer will do a reconciliation for Employees at date of conversion to PeopleSoft who had credits loaded under a different Collective Agreement. No Employee is eligible for greater than $2,750 in credits for the year of January 1, 2020 to December 31, 2020.

WAGE RE-OPENER

The Parties agree that the wage adjustment determined through the Wage Re-Opener process for the AHS/HSAA Provincial Collective Agreement will also apply to this Collective Agreement for the term April 1, 2019 – September 30, 2020.

CLASSIFICATION REVIEW

The Employer will conduct a classification review of the job titles in Appendix A by June 30, 2020. For the purposes of implementation of the Employer's payroll system only, those impacted employees will be entered into the payroll system under classification identified in Appendix A during the review period but will maintain current rate of pay.

Following the review, the employees shall be placed on the mapped receiving classification as per the Article 14: Salaries language of the Transitional Provisions – Office & Clerical Letter of Understanding.

Full-time Employees who receive adjustments to their basic rate of pay as a result of this classification review will receive increases retroactive to the date of ratification and shall have their increment anniversary date for future increases established as of the ratification date.

Part-time and Casual Employees who receive adjustments to their basic rate of pay as a result of this classification review will receive increases retroactive to the date of ratification and shall earn hours toward their next increment as of the ratification date.

Employees maintain the right to appeal the decision of the classification review as per Article 40 (Job Classifications).

IMPLEMENTATION

The Parties agree to meet at least bi-weekly to discuss implementation issues arising from this transition.

For the purposes of this Letter of Understanding, Implementation Date is meant to be the date on which an Employee is moved under the terms and conditions of the Receiving Agreement on the Employer's payroll system. The Parties understand these dates to be on or around March 30, 2020 for Employees previously covered by the AHS/AUPE GSS, Covenant/HSAA, Covenant/CUPE 41, Covenant/CUPE 2111 and CLS/HSAA Collective Agreements.

LETTERS TO EMPLOYEES

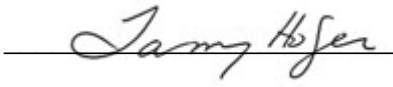
Employees shall receive a letter from APL, copied to HSAA, which shall include the following:

ix. Confirmation of the implementation date of their transition;
x. Employment status (i.e. regular full time, regular part time, temporary, or casual);
xi. FTE;
xii. Classification;
xiii. Increment level and basic rate of pay;

xiv. Confirmation of the benefits enrollment date;
xv. Vacation entitlement level; and
xvi. Current sick, vacation, named holiday, and overtime banks.

Each employee shall have 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.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
	
DATE: May 6, 2020	DATE: May 6, 2020

APPENDIX A

CLASSIFICATION REVIEW

Job Title (Former Calgary Lab Services)	Mapped Classification at date of Ratification
1. Client Services Coordinator	1. Administrative Support IV
2. Secretary II	2. Administrative Support III
3. Administrative Support III (ASIII)	3. Administrative Support III
4. Administrative Support III Secretary 2	4. Administrative Support III
5. Dispatcher	5. Administrative Support II
6. Secretary I	6. Administrative Support II
7. Administrative Support II Clerk 2	7. Administrative Support II
8. Administrative Support II Secretary I	8. Administrative Support II

LETTER OF UNDERSTANDING #25

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: OUT OF SCOPE INCLUSIONS AND EXCLUSIONS OF VARIOUS EMPLOYEES

The Parties agree that where excluded positions are identified as potentially belonging to the Bargaining Unit the Employer will provide the Union with the relevant information necessary to allow the Parties to determine the correct status of these Employees. This information will be provided to the Union in a timely fashion and the Parties will meet in an attempt to agree on the status of all unresolved concerns.

All issues not resolved may be referred to the Alberta Labour Relations Board for resolution.

Notwithstanding the above either party to this agreement may exercise its rights at any time under the Alberta Labour Relations Code.

This Letter of Understanding will expire September 30, 2020 or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
_____	_____
_____	_____
DATE: May 6, 2020	DATE: May 6, 2020

LETTER OF UNDERSTANDING #26

BETWEEN

ALBERTA PUBLIC LABORATORIES
(hereinafter referred to as the Employer)

- and -

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

RE: TELEWORKING AGREEMENT

The Collective Agreement applies to Employees covered by this teleworking agreement except as modified below.

Definition

"Teleworking" shall mean work performed by Employees who use computers and telecommunication equipment to work at home or at a remote site approved by the Employer.

This Letter of Agreement shall apply to Employees who agree with the Employer to telework. All responsibilities and performance expectations will apply during teleworking.

Terms of Agreement

1. Should the Union or the Employer desire to discontinue the teleworking agreement, either Party shall provide thirty (30) calendar days written notice to the other Party.

2. An Employee may discontinue teleworking by providing thirty (30) calendar days written notice to the Employer or such shorter period as may be mutually agreed between the Employee and Employer.

3. In the event of an emergent situation, the Employer may terminate this agreement and the thirty (30) calendar days' notice period shall not apply.

4. The thirty (30) calendar days' notice period shall not apply when the Employee is removed from the agreement for cause.

5. The Employee shall be directed to report to an assigned work-site when teleworking is discontinued in accordance with the above.

6. An Employee may be temporarily reassigned to an alternate work-site for operational reasons.

7. Nothing in this teleworking agreement prevents the Employer from disciplining or terminating an Employee in accordance with Article 37 of the Collective Agreement.

8. It is expected that the Employee be available for work during scheduled hours as posted by the Employer.

9. 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.

10. 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 10 (Hours of Work) of the Collective Agreement.

11. An Employee shall be entitled to include travel time as part of their scheduled shift when all of the following conditions are met:

    (a) Travel time is required between the hours of zero eight hundred (0800) and sixteen fifteen (1615) hours.

    (b) the Employee continues their shift and there is no disruption to work activity other than travel time back to the place of work.

12. An Employee shall be entitled to claim mileage in accordance with Article 20 when business travel is required between 0800 and 1615 hours.

13. The Employee shall be available to attend work at Alberta Health Services' sites for meetings, training, in-services, projects or performance appraisals etc. as directed by the Employer.

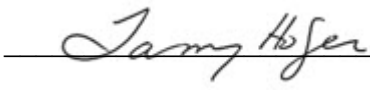
14. An Employee shall be reimbursed for necessary parking expenses at sites other than their assigned site in accordance with Employer policy.

15. The Employer may visit the home office for business and inspection purposes, however, the Employee will receive twenty-four (24) hours’ notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours of the administrative offices of the Employer, except in cases of emergency.

16. The Employee shall report all of their absences from work to their immediate supervisor or designate.

17. It is understood that dependent care provisions will be in place during hours of work.

This Letter of Understanding will expire September 30, 2020, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
	
DATE: May 6, 2020	DATE: May 6, 2020

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

Effective Date of Ratification Paramedical Technical: November 25, 2019
Effective Date of Ratification Office & Clerical: January 30, 2020

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

DATE: May 6, 2020

DATE: May 6, 2020

SALARIES APPENDIX

PARAMEDICAL TECHNICAL

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Laboratory Scientist III									
April 1, 2017	$45.62	$47.31	$49.07	$50.87	$52.74	$54.67	$56.66	$58.62	$60.71
April 1, 2018	$45.62	$47.31	$49.07	$50.87	$52.74	$54.67	$56.66	$58.62	$60.71
April 1, 2019	Wage Re-opener								
Laboratory Scientist II									
April 1, 2017	$41.58	$43.09	$44.68	$46.33	$48.02	$49.72	$51.56	$53.35	$55.25
April 1, 2018	$41.58	$43.09	$44.68	$46.33	$48.02	$49.72	$51.56	$53.35	$55.25
April 1, 2019	Wage Re-opener								
Genetics Counsellor									
April 1, 2017	$40.92	$42.44	$44.00	$45.59	$47.31	$49.05	$50.83	$52.60	$54.46
April 1, 2018	$40.92	$42.44	$44.00	$45.59	$47.31	$49.05	$50.83	$52.60	$54.46
April 1, 2019	Wage Re-opener								
Clinical Instructor (Technologies)									
April 1, 2017	$40.69	$41.96	$43.27	$44.80	$46.26	$47.79	$49.34	$50.93	$52.73
April 1, 2018	$40.69	$41.96	$43.27	$44.80	$46.26	$47.79	$49.34	$50.93	$52.73
April 1, 2019	Wage Re-opener								
Clinical Genetics Technologist II									
April 1, 2017	$39.42	$40.88	$42.33	$43.91	$45.50	$47.19	$48.89	$50.59	$52.36
April 1, 2018	$39.42	$40.88	$42.33	$43.91	$45.50	$47.19	$48.89	$50.59	$52.36
April 1, 2019	Wage Re-opener								
Environmental Technologist III Laboratory Technologist III									
April 1, 2017	$39.27	$40.51	$41.79	$43.18	$44.53	$45.96	$47.46	$48.95	$50.64
April 1, 2018	$39.27	$40.51	$41.79	$43.18	$44.53	$45.96	$47.46	$48.95	$50.64
April 1, 2019	Wage Re-opener								
Clinical Genetics Technologist I Laboratory Scientist I									
April 1, 2017	$36.96	$38.23	$39.68	$41.12	$42.65	$44.21	$45.90	$47.50	$49.15
April 1, 2018	$36.96	$38.23	$39.68	$41.12	$42.65	$44.21	$45.90	$47.50	$49.15
April 1, 2019	Wage Re-opener								
Combined Laboratory and X-Ray Technologist II Environmental Technologist II Laboratory Technologist II Pathology Technician II									
April 1, 2017	$36.81	$37.91	$39.13	$40.31	$41.61	$42.92	$44.29	$45.70	$47.30
April 1, 2018	$36.81	$37.91	$39.13	$40.31	$41.61	$42.92	$44.29	$45.70	$47.30
April 1, 2019	Wage Re-opener								

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Genetic Assistant									
April 1, 2017	$34.03	$35.19	$36.47	$37.74	$39.08	$40.49	$41.91	$43.37	$44.88
April 1, 2018	$34.03	$35.19	$36.47	$37.74	$39.08	$40.49	$41.91	$43.37	$44.88
April 1, 2019	Wage Re-opener								
Combined Laboratory and X-Ray Technologist I Environmental Technologist I Laboratory Technologist I Laboratory Specialist I Media Producer Pathology Technician I									
April 1, 2017	$33.98	$35.19	$36.46	$37.74	$39.08	$40.48	$41.91	$43.25	$44.75
April 1, 2018	$33.98	$35.19	$36.46	$37.74	$39.08	$40.48	$41.91	$43.25	$44.75
April 1, 2019	Wage Re-opener								
Pathology Assistant									
April 1, 2017	$29.84	$30.79	$31.79	$32.98	$33.98	$35.09	$36.23	$37.38	
April 1, 2018	$29.84	$30.79	$31.79	$32.98	$33.98	$35.09	$36.23	$37.38	
April 1, 2019	Wage Re-opener								
Laboratory Assistant II Histology Assistant									
April 1, 2016	$23.99	$25.12	$26.53	$27.29	$28.37	$29.94	$30.99		
April 1, 2017	$23.99	$25.12	$26.53	$27.29	$28.37	$29.94	$30.99		
April 1, 2018	$23.99	$25.12	$26.53	$27.29	$28.37	$29.94	$30.99		
April 1, 2019	Wage Re-opener								
Laboratory Assistant I									
April 1, 2017	$22.73	$23.47	$24.20	$24.97	$25.80	$26.61	$27.46	$28.34	
April 1, 2018	$22.73	$23.47	$24.20	$24.97	$25.80	$26.61	$27.46	$28.34	
April 1, 2019	Wage Re-opener								

NOTE: Any employees who is earning a higher rate of pay than the corresponding salary scale for the classification shall be red-circled until such time as the salary scale meets or exceeds their rate of pay.

OFFICE AND CLERICAL

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Support V						
April 1, 2017	$27.28	$28.37	$29.49	$30.67	$31.90	$33.17
April 1, 2018	$27.28	$28.37	$29.49	$30.67	$31.90	$33.17
April 1, 2019	Wage Re-opener					
Administrative Support IV						
April 1, 2017	$24.99	$25.98	$27.02	$28.10	$29.22	$30.38
April 1, 2018	$24.99	$25.98	$27.02	$28.10	$29.22	$30.38
April 1, 2019	Wage Re-opener					
Administrative Support III						
April 1, 2017	$22.56	$23.45	$24.39	$25.34	$26.36	$27.42
April 1, 2018	$22.56	$23.45	$24.39	$25.34	$26.36	$27.42
April 1, 2019	Wage Re-opener					
Administrative Support II						
April 1, 2017	$20.42	$21.21	$22.07	$22.96	$23.85	$24.82
April 1, 2018	$20.42	$21.21	$22.07	$22.96	$23.85	$24.82
April 1, 2019	Wage Re-opener					
Administrative Support I						
April 1, 2017	$19.07	$19.84	$20.64	$21.46	$22.31	$23.20
April 1, 2018	$19.07	$19.84	$20.64	$21.46	$22.31	$23.20
April 1, 2019	Wage Re-opener					

NOTE: Any employees who is earning a higher rate of pay than the corresponding salary scale for the classification shall be red-circled until such time as the salary scale meets or exceeds their rate of pay.

LOCAL CONDITIONS APPLICABLE TO CENTRAL ZONE

ITEM 1: CENTENNIAL CENTRE FOR MENTAL HEALTH AND BRAIN INJURY – PONOKA

1.1. Employees will not be charged for the use of unreserved parking stalls.

LOCAL CONDITIONS APPLICABLE TO EDMONTON ZONE

ITEM 1: GLENROSE REHABILITATION HOSPITAL ONLY

1.1 **Christmas and Summer Closure**

(a) It is recognized that, given the nature of the operations of the Glenrose Rehabilitation Hospital, patient levels and workloads in some programs may be reduced over the summer months and during the Christmas Holiday period.

(b) Therefore, the Employer shall provide at least eight (8) weeks written notice to those affected employees of the days or periods of time when departments will be closed, or operating at reduced staff levels for the summer period and at least four (4) weeks written notice for the Christmas Holiday period.

(c) Those affected employees will be given the option of taking a leave of absence, vacation, an advance of vacation, banked overtime, a combination thereof, or a layoff. In the event the employee requests a layoff, Article 30 will not apply. The Employer will consider requests from employees to work rather than take time off.

(d) Seniority shall be the determining factor when there is a dispute regarding employees' preference for working or taking time off. Employees failing to exercise their seniority rights within two (2) weeks of the date of notice shall forfeit their rights to exercise seniority with respect to that notice.

ITEM 2: ALBERTA HOSPITAL EDMONTON ONLY

2.1 An employee shall not be charged a fee for parking at Alberta Hospital Edmonton. The Employer agrees not to implement any fee for parking, and furthermore agrees that there shall be no restriction as to the location of where on the premises an employee shall be entitled to park with the only exception being those locations which exist as reserved parking stalls.