

NOTES:

1. This proposal is made on a without prejudice basis, errors and omissions excepted.
2. The positions in this proposal are presented as a package and the union may amend any part of the package and any and all positions, including the right to revert to the Union's last position, upon non-acceptance.
3. The Union reserves the right to table counter proposals in response to any proposals made by the Employer.

The Parties are holding off signing the following Articles and Letters of Understanding, as there may be consequential amendments and/or tied to monetary.

Article 1 – Term of Collective Agreement
Article 2 - Definitions
LOU #3 re: Employment in Multiple Positions
LOU #13 re: Recruitment and Retention Initiatives (Supernumerary Positions)
LOU #20 re: Supplementary Health Plan Improvements (<i>delete</i>)

Except for language that has been agreed to in principle, the Union proposes current agreement on the following articles and letters of understanding, without prejudice. If these proposals are not accepted, the Union reserves the right to withdraw, revert to our last tabled positions, and/or change our positions on any of the enclosed Articles and/or Letters of Understanding.

Article 11 – Appointments, Transfers and Vacancies
Article 22 – Named Holidays
Article 23 - Vacation
Article 25 – Sick Leave
Article 26 – Workers' Compensation
Article 32 – Layoff and Recall
Article 33 – Discipline and Dismissal
Article 35 – Health and Safety
Article 36 – Copies of the Collective Agreement
LOU #1 re: Considering Optional Scheduling Systems
LOU #2 re: Mutual Agreement to Adjust FTEs
LOU #4 re: Severance
LOU #5 re: Hourly Allowance for Mental Health Aides and Psychiatric Aides
LOU #6 re: Auxiliary Nursing Care Task Force
LOU #8 re: Administration of Educational Allowance
LOU #10 re: Implementation of the Health Care Aide Classification
LOU #12 re: Transfer and Severance Offering
LOU #13 re: Recruitment and Retention Initiatives (Supernumerary Positions)

Blue highlight denotes previously agreed to in principle

Yellow highlight denotes a change from our last position

Bold is unchanged from our last position

LOU #14 re: Monthly Allowance for LPN – Personal Support Coordinators
LOU #15 re: Responsibility Pay for Rural Community – Calgary
LOU #17 re: Extended Work Day Provisions
LOU #18 re: Addressing Workload Concerns Appeal Process
LOU #19 re: Joint Benefits Committee
LOU #23 re: Retention of Experienced Employees (Long Service Pay Adjustments)

The Union proposes to hold the following articles open pending consequential amendments, or:

Article 14 - Salaries
Article 29A – Hour of Work for Regular Part-Time Employees for Facility Employees
Article 28B - Hour of Work for Regular Part-Time Employees for Community and Mental Health Clinic Employees
Article 29C – Regular Part-time Employees
Article 30 – Temporary Employees
Article 31 – Casual Employees
Article 40A – Extended Work Day – Full-Time Employees
Article 40B – Extended Work Day – Part-Time Employees
Article 40C – Extended Work Day – Casual Employees

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including ~~March 31, 2024~~ **March 31, 2028** and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.

ARTICLE 7

IN-SERVICE PROGRAMS AND PROFESSIONAL DEVELOPMENT

7.02 Professional Development Days

All Employees required by the Employer to be **licensed/registered with a Regulatory body** as a ~~Licensed Practical Nurse upon request~~, shall be granted a ~~maximum of three (3)~~ professional development days annually for professional development related to ~~nursing skills~~ **licensing requirements**, at the Basic Rate of Pay. Such Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

ARTICLE 12A

HOURS OF WORK

The Union is proposing that the annual hours of work be reduced from the current 2022.75 to the 1920.75. The Union is proposing a 5.3% increase to wages effective April 1, 2024 to ensure the change in annual hours does not decrease Employee compensation.

FOR FACILITY EMPLOYEES

- 12A.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (a) seven and three-quarter ($7 \frac{3}{4}$) consecutive hours per day;
 - (b) thirty-eight and three-quarter ($38 \frac{3}{4}$) ~~36.81~~ hours per week averaged over one (1) complete cycle of the shift schedule.

12A.04 Shift Schedules

- (a) Subject to Articles 12A.11; and 12A.12, ~~and 12A.13~~ shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union (advance notice period).
- (b) Prior to posting a new shift schedule (advance notice period), the Employer shall make available to affected Employees the new shift schedule for a minimum of two (2) weeks during which timeline selection shall occur in accordance with Article 9.02(a) (line selection period). At the end of the line selection period, the advance notice period as required in Article 12A.04 (a) shall begin.
- (c) Should an Employee be unable or unwilling to select their line within the line selection period, such Employee shall forfeit their right to line selection.
- (d) The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 12A.05 (a).

- 12A.05**
- (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
 - (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest **wherein no hours are scheduled or worked on those days, including on-call hours;**
 - (iii) ~~days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;~~
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. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;

- ~~(iv) — where operationally practicable as determined by the Employer, Article 12A.05(a)(iii) above may be amended to half of the weekends off over one (1) complete cycle of the shift schedule. Where a shift schedule provides for half of the weekends off over one (1) complete cycle of the shift schedule, such ratio will not be changed unless the Employer determines the ratio has become operationally impracticable;~~
 - ~~(v) — an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in a five (5) week period;~~
 - ~~(vi v) an Employee will not be scheduled to work not more than seven (7) six (6) consecutive days of work.~~
- (b) There shall be two (2) optional scheduling systems available which may be implemented subject to Letter of Understanding #1 Re: Considering Optional Scheduling Systems, upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 12A.05(a) above shall be amended as follows:

Option I

- (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on two (2) weekends in a six (6) week period. "Weekend" shall mean:
 - (A) one (1) Saturday and the following Sunday and one (1) Friday and the following Saturday assuring a minimum of fifty-six (56) hours off duty; or
 - (B) one (1) Saturday and the following Sunday and one (1) Sunday and the following Monday assuring a minimum of fifty-six (56) hours off duty;
- (iv) not more than six (6) consecutive days of work.

Option II

- (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times. In these units or programs the Employees shall have at least fifteen (15) hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest except that, twice in a five (5) week cycle, there may be a single day of rest which may not be followed by more than five (5) consecutive working days;
 - (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iv) not more than six (6) consecutive scheduled days of work.
- (c) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving fifteen (15) or fifteen and one-half (15 ½) hours off duty as applicable, they shall be entitled to premium pay at two times (2X) their Basic Rate of Pay for that shift. This section does not apply to cases where Articles 12A.11 and 12A.12 has been applied in altering a shift schedule.
- (d) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.

12A.07

Shift Patterns

- (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12A.05.
- (b) The shift patterns which may be available are:
 - (i) days, evenings, nights (rotation), however the Employer shall endeavor to minimize application of such rotation;
 - (ii) days only;
 - (iii) evenings only (only by Employee request);
 - (iv) nights only (only by Employee request);
 - (v) evenings and days (rotation);

- (vi) nights and evenings (rotation) (only by Employee request);
 - (vii) nights and days (rotation).
- (c) **The Employer shall endeavour to minimize the assignment of different Shift patterns between designated days of rest, where Employees are working a Shift pattern 12A.07(b)(i) or (vi) or (vii) which begins with night Shifts. Where possible, there shall be at least 56 hours off duty between a night Shift to day Shift change.**
- (d) (i) A request by an Employee to work shift patterns 12A.07(b)(iii), (iv) or (vi) shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred sixteen and one-quarter (116 ¼) regular hours worked in a calendar year. An Employee who has requested to work shift pattern 12A.07(b)(iii), (iv) or (vi), may alter such request only after:
- (A) having worked such shift pattern for a minimum of twelve (12) months; and
 - (B) upon giving written notice to the Employer.
- (ii) Upon receiving a request or requests to revert under 12A.07(c), the Employer shall provide all other Employees working shift patterns 12A.07(b)(iii), (iv) or (vi) on the schedule notice of the reversion request to determine whether or not they also wish to revert, commencing with the posting of the revised shift schedule in Article 12A.07(c)(iii)(A). Such notice will be provided regardless of how long the other Employees on the schedule have worked in those shift patterns.
- (iii) The Employer:
- (A) shall post a revised shift schedule to become effective within fourteen (14) weeks of receiving the initial request(s); and
 - (B) shall not be required to revise the shift schedule more than once in any twelve (12) month period, commencing from the revised shift schedule's implementation date.
- (d) An application under Article 11: Appointments and Transfers, in response to a position with shift patterns listed in Article 12A.07(b)(iii), (iv) or (vi), constitutes an Employee request for the purposes of Article 12A.07.

- (e)
 - (i) Employees working shift choices (i), (v) and (vii), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have except for such absence been day duty, to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.
 - (ii) Where operationally practicable as determined by the Employer, Article 12A.07(e)(i) above may be amended to up to two-fifths (2/5) day duty during the shift cycle.
 - (f) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- 12A.14
 - (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
 - (i) for those hours worked during the normal rest period; and
 - (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter (7 ³/₄) hours in a day or thirty-eight and three-quarter (38 ³/₄) ~~thirty-six point eight one (36.81)~~ hours in a week averaged over one (1) cycle of this shift schedule;

in which event Articles 12A.01, 12A.04, 12A.05 and 13 shall have no application.
 - (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
 - (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.
- 12A.15 **Shift Giveaway**
 - (a) **The Employee requesting the shift giveaway will provide the Employer with a minimum of forty-eight (48) hours' notice prior to the requested shift give away.**
 - (b) **Shift giveaways may be approved provided that:**

- (i) There is no increase in cost to the Employer; and
- (ii) The shift giveaway is within the same classification; and
- (c) Employees shall be allowed a maximum of eight (8) shift giveaways in a calendar year.
- (d) Shift giveaways shall not be unreasonably denied.

ARTICLE 12B

HOURS OF WORK

Note: consequential amendments as required

FOR COMMUNITY AND MENTAL HEALTH CLINIC EMPLOYEES

12B.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- (a) seven and three-quarter ($7\frac{3}{4}$) consecutive hours per day;
- (b) thirty-eight and three-quarter ($38\frac{3}{4}$) ~~thirty six point eight one (36.81)~~ hours per week averaged over one (1) complete cycle of the shift schedule.

12B.04 Shift Schedules

- (a) Subject to Articles 12B.XX, 12B.YY, 12B.ZZ, Shift schedules shall be posted twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union (advance notice period).
- (b) Line Selection
 - (i) Prior to posting a new shift schedule (advance notice period), the Employer shall make available to affected Employees the new shift schedule for a minimum of two (2) weeks during which timeline selection shall occur in accordance with Article 9.02(a) (line selection period). At the end of the line selection period, the advance notice period as required in Article 12B.04 (a) shall begin.
- (c) The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule which is inclusive of changes made by mutual agreement in accordance with Article 12B.XX (a).

12B.XX (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:

Blue highlight denotes previously agreed to in principle

Yellow highlight denotes a change from our last position

Bold is unchanged from our last position

- (i) at least fifteen and one-half (15 ½) hours off duty between shifts, except in units or programs where the operations require staggered start and end times or where the operations provide evening clinics or services. In these units or programs the Employees shall have at least twelve (12) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest **wherein no hours are scheduled or worked on those days, including on-call hours;** and
- ~~(ii) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among Regular Full time and Regular Part time Employees who perform the work involved.~~

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. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;

- (iv) Article 12B.XX(a)(iii) above does not apply to an Employee who is hired into, or by choice is in, a position that is assigned to work weekends on a regular basis.
 - (v) Employees will not be scheduled to work more than six (6) consecutive days.
- (b) Additional scheduling systems may be mutually agreed to in writing between the Employer and the Union.

12B.XX Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where an Employee's scheduled days off are changed without fourteen (14) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on what should otherwise have been their off duty days.

12B.YY Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not their scheduled days off, they shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked during the first (1st) shift of the changed schedule, unless fourteen (14) calendar days' notice of such change has been given.

12B.10 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:

- (i) for those hours worked during the normal rest period; and
- (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter ($7\frac{3}{4}$) hours in a day or thirty-eight and three-quarter ($38\frac{3}{4}$) ~~thirty-six point eight one (36.81)~~ hours in a week averaged over one (1) cycle of this shift schedule,

in which event Articles 12B.01, 12B.04 and 13 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 13.05.

12B.12 **Optional Scheduling Provision**

There will be an optional scheduling system available. An extended work day may be implemented between the Union and the Employer. The regular hours of this scheduling system shall not exceed:

- (a) ten (10) consecutive hours per day at the Basic Rate of Pay;
- (b) seventy-seven point five (77.5) hours averaged over fourteen (14) calendar days.

12B.13 **Shift Giveaway**

- (a) **The Employee requesting the shift giveaway will provide the Employer with a minimum of forty-eight (48) hours' notice prior to the requested shift give away.**
- (b) **Shift giveaways may be approved provided that:**
 - (i) **There is no increase in cost to the Employer; and**
 - (ii) **The shift giveaway is within the same classification; and**
- (c) **Employees shall be allowed a maximum of eight (8) shift giveaways in a calendar year.**
- (d) **Shift giveaways shall not be unreasonably denied.**

ARTICLE 13**OVERTIME****13.05 Time Off in Lieu of Overtime**

- (a) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. ~~Such accumulation shall not exceed thirty-eight and three-quarter (38 ¾) hours.~~
- (b) **Requests to take accumulated overtime as time off shall be approved or denied within 14 days of receiving the request. Where the request is denied, the Employer shall provide written reasons for the denial of the request.**
- (c) Time off not taken by the last pay period end date in March in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to February 1st and shall not be unreasonably denied.

ARTICLE 15**~~NOTICE OF SUBCONTRACTING NO CONTRACTING OUT/BARGAINING UNIT~~**
WORK

- 15.01 ~~In the event Regular Employees will be displaced due to subcontracting, 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.~~

The Employer shall first offer all available Shifts on a unit or program to those Employees in the same classification as the available Shift, and who work on that unit or program, at both the Basic Rate of Pay and at overtime rates. In the event all Employees who are eligible to accept additional Shifts under this clause are unavailable, the Employer may fill the Shift with an Employee from another bargaining unit.

ARTICLE 18**TEMPORARY ASSIGNMENTS PREMIUMS FOR ADDITIONAL ASSIGNMENTS**

- 18.01 **~~Replacing for a higher paid classification~~ Temporary Assignment Premium**

When an Employee is assigned to replace another Employee in a higher paid classification within this Collective Agreement for two (2) consecutive hours or longer, they shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing they are qualified to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.

18.02 **Responsibility Premium**

Where the Employer designates an Employee to assume responsibility for staff supervision, clinical coordination and administrative/organizational duties, as required, they shall be paid an additional ~~one dollar and twenty-five cents (\$1.25)~~ **three dollars and fifty cents (\$3.50)** per hour.

18.03 **Preceptor Premium**

(a) An Employee assigned by the Employer to act as a Preceptor for students in:

- (i) the Licensed Practical Nurse program or any specialized practice education or training program, as recognized by the CLPNA; or
- (ii) a post-secondary program recognized by the Employer as required qualifications for a position within the scope of this Collective Agreement,

shall receive an additional ~~sixty-five cents (\$0.65)~~ **two dollars (\$2.00)** per hour.

- (b) The Employer will give consideration to those Employees who express interest in accepting assignments as a preceptor.
- (c) "Preceptor" shall mean an Employee who is assigned to supervise, educate and evaluate students referred to in Article 18.03(a) above.

ARTICLE 19

ON-CALL DUTY

19.02 **On-Call Regulations**

- (a) ~~The following scheduling provisions for on-call duty shall be applicable where it is operationally possible to do so.~~

~~(b)(a)(i)~~ Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee's supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. The duty roster for "on-call duty" shall be posted 12 weeks in advance and ~~12.03, 12.07, and 12.11~~ 12A.05, 12A.08, 12A.11, and 12A.12 shall apply to the on-call schedule. No Employee shall be assigned on-call duty for more than two (2) weekends in a five (5) week period.

~~(c)~~ The duty roster for "facility on-call duty" shall be posted in advance for the period specified in Article 12A.04.

(ii) Except by mutual agreement between the Employee and Employer, 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 2X the on-call rate for all hours in the first period of on-call affected by the change unless 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.

(d) Where there are Employees working on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening ~~or night~~ prior to that day.

(e) The Employer shall ~~endeavour to avoid placing~~ **not place** an Employee "on-call" on the evening ~~or night~~ prior to or during scheduled off duty days other than those referred to in Article 19.02(d), **unless mutually agreed**.

(f) The Employer shall not place an Employee "on-call" on the evening or night prior to vacation or the evening or night prior to an approved leave of absence, unless mutually agreed.

19.03 The Employer shall pay ~~three dollars and thirty cents (\$3.30)~~ **seven dollars (\$7.00)** per hour to an Employee who is assigned on-call duty on a regular work day, and ~~four dollars and fifty cents (\$4.50)~~ per hour to an Employee who is assigned on-call duty on their scheduled day off or on a Named Holiday. A Named Holiday or scheduled day off shall run from zero hundred (0000) hours on the Named Holiday or scheduled day off, to twenty-four hundred (2400) hours of the same day.

19.07 ~~Where an Employee works more than six (6) hours on a call back pursuant to Article 19.04, they shall be entitled to eight (8) hours rest before commencing their next scheduled shift, without loss of regular earnings.~~

Effective April 1, 2023, 19.07 will be amended as follows:

- (a) Where an Employee works pursuant to this Article and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next scheduled shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next scheduled shift, without loss of earnings.
- (b) The Employee in the above situation shall advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

ARTICLE 21**TRANSPORTATION AND SUBSISTENCE**

- 21.02 (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-two cents (\$0.52) per kilometre for all required travel necessitating the use of their automobile, subject to the provisions of Article 21.04.~~

When an Employee is required by the Employer to provide an automobile for use in their employment, they shall be reimbursed at the highest non-taxable per kilometre rate allowed by Canada Revenue Agency 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) When an Employee is not required by the Employer to provide an automobile for use in their employment and they choose to use their own automobile, they shall be reimbursed at the rate of **forty-six cents (\$0.46)** **fifty-seven cents (\$0.57)** per kilometre (or at Government of Alberta rates, whichever is greater), subject to the provisions of Article 21.04.

21.05 **Parking**

Where the Employer requires an Employee to have a vehicle for business use, the Employer shall provide on-site parking (with operational plug-ins where available), at no cost for the Employee.

21.07 **Call Back**

An Employee who is called back pursuant to Article 19: On-Call Duty shall be reimbursed for transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be as per Article 21.02(a).

ARTICLE 24**EMPLOYEE BENEFIT PLANS**

- 1. Add coverage for all prescriptions prescribed by a Practitioner (same as UNA coverage and process, including special authorization process).**
- 2. Benefits coverage for massage therapy shall be reconfigured to be \$1000 per participant, each benefit year, with no per visit limit.**
- 3. Benefits coverage for Flash Glucose Monitors/Sensors shall be as follows:**
 - 100% coinsurance;**
 - 1 Flash Glucose Monitor/participant/24-month period;**
 - 30 Flash Glucose Sensors/participant/12-month period; and**
 - The Flash Glucose Monitoring System used in the management of diabetes shall be eligible for participants who have a written order of a Health Care Professional.**

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

- (a) Alberta Health Care Insurance Plan;
- (b) Health Benefits Trust of Alberta (HBTA), or equivalent, inclusive of:
 - (i) Group Life Insurance (Basic);
 - (ii) Accidental Death and Dismemberment (Basic);
 - (iii) Short-term Disability [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a seven (7) day elimination period where applicable. The Short-term Disability 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 seven (7) calendar day elimination period, the Short-term Disability shall commence on the eighth (8th) day following the commencement of non-hospitalized sickness];

- (iv) Long-term Disability [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];
- (v) Alberta Blue Cross Dental Plan or equivalent:
 - (i) eighty percent (80%) of eligible Basic Services; and
 - (ii) fifty percent (50%) of eligible Extensive Services; and
 - (iii) fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Usual and Customary dental fee guide. A maximum annual reimbursement of three thousand dollars (\$3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per insured person; and
- (vi) Alberta Blue Cross Supplementary Benefits Plan, or equivalent

ARTICLE 27

LEAVE OF ABSENCE

27.01

In addition to other leaves of absence that may be granted by legislation, or by Employer policy, or agreement between the Parties, eligible Employees may request the following leaves of absence:

(a) Leaves of absence without pay:

- **Citizenship Ceremony Leave**
- **Compassionate Care Leave**
- **Critical Illness Leave**
- **Death or Disappearance of a Child Leave**
- ~~**Domestic Violence Leave**~~
- **Educational Leave**
- **Maternity Leave**
- **Parental Leave**
- **Public Affairs Leave**
- ~~**Military Reservist Leave**~~

(b) Leaves of absence with pay:

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- **Personal Leave**
- **Union Business Leave**
- **Negotiations Leave**
- **Bereavement Leave**
- **Domestic Violence Leave**
- **Funeral / Memorial Ceremony Leave**
- **Court Appearance Leave**

27.13

27.07 Domestic Violence Leave

- (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence(s) **and the first without pay for a period of up to ten (10) days five (5) Shifts shall be with pay** in a calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay.
- (c) Personal information concerning domestic violence will be kept confidential by the employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

27.02

27.14 ~~Leave For~~ Union Business Leave

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advanced notice as possible.

- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed or authorized by the Union to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When a leave of absence to attend Union business as outlined in Article **27.13(b)** ~~27.02(b)~~ has been approved within a scheduled vacation period, the Employee shall be deemed to be on leave for union business and the vacation time not taken as a result of the Union leave shall be rescheduled within the current vacation year.
- (d) When leave to attend Union business has been approved, it is granted with pay, inclusive of applicable shift differential and weekend premium. The Union agrees to reimburse the Employer for actual salary paid, inclusive of applicable shift differential and weekend premium, to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
- (e) ~~One (1) Employee who is~~ **Employees who are** elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (f) **Time spent on Union Business Leave shall be considered as time-worked for the purposes of this Collective Agreement.**

~~27.03~~**27.15 Negotiations Leave**

- (a) An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay, inclusive of applicable shift differential and weekend premium, and without loss of seniority in order to participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavour to provide as much advanced notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid, inclusive of applicable shift differential and weekend premium, to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
- (b) **Time spent on leave for Negotiations shall be considered as time-worked for the purposes of this Collective Agreement.**

ARTICLE 29A**HOURS OF WORK FOR REGULAR PART-TIME EMPLOYEES**

Note: Consequential amendments as required, except as noted below.

- 29A.15 (a) Regular Part-time Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
 - (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter ($7\frac{3}{4}$) hours in a day or one-hundred and fifty-five (155) ~~one hundred forty-seven point two four (147.24)~~ hours over a four (4) calendar week period beginning on the first (1st) day of the first (1st) pay period following ninety (90) days after the ratification date,
- in which event Articles 29A.02, 29A.05, 29A.06 and 29C.02 shall have no application.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 29C.02.

ARTICLE 29B**HOURS OF WORK FOR REGULAR PART-TIME EMPLOYEES**

Note: Consequential amendments as required, except as noted below.

- 29B.11 (a) Employees may work flexible hours by mutual agreement between the Employee and Employer, whereby at a mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and

- (ii) in place of overtime pay for those hours worked in excess of seven and three-quarter ($7\frac{3}{4}$) hours in a day or one-hundred and fifty-five (155) ~~one hundred forty seven point two four (147.24)~~ hours over a four (4) calendar week period beginning on the first (1st) day of the first (1st) pay period following ninety (90) days after the ratification date,

in which event Articles 29B.02, 29B.05 and 29C.02 shall have no application.

- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employee worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not provided and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 29C.02.

ARTICLE 43

PROFESSIONAL FEES

- 43.01
- (a) The Employer will reimburse **all** Employees (who at the beginning of their next registration year have active registration in their Professional College) ~~two hundred and fifty dollars (\$250.00)~~ for their **Professional College** dues if they have accumulated ~~seven hundred and twenty (720)~~ **six hundred and eighty-four point six (684.6)** or more regular hours actually worked in the previous fiscal year.
 - (b) Regular hours actually worked in clause (a) includes:
 - (i) leaves of absence for Union or Local business;
 - (ii) other leaves of absence of one (1) month or less;
 - (iii) time on sick leave with pay;
 - (iv) absences while receiving Worker's Compensation; and
 - (v) educational leave up to twenty-four (24) months.
 - (c) Professional College dues means dues paid for those who, at the beginning of the next registration year, have active registration with either:
 - (i) The College of Licensed Practical Nurses of Alberta;

- (ii) Any alternative Professional College acceptable to the Employer.
- (d) **The Employer shall reimburse the full cost of the professional liability insurance that meets the requirements of the Colleges referenced in 43.01(c) for all Employees.**
- (e) **Employees who work at multiple Employers signatory to this Collective Agreement shall only be eligible for a total maximum reimbursement of 100% of their dues and applicable professional liability insurance and shall comply with the administrative controls in place to prevent reimbursement beyond 100%.**

Effective April 1, 2026, Employees who work at multiple Employers signatory to this Collective Agreement shall be permitted to apply their regular hours actually worked in the previous fiscal year with each applicable Employer for purposes of achieving the threshold of 684.6 hours required to qualify for reimbursement under this Article.

Wages

April 1, 2024: Increase all wage scales by the Market Adjustment percentage below, then apply a 3.0% increase to all wage scales.

Classification	Market Adjustment effective April 1, 2024
Rehabilitation Attendant	26%
Rehabilitation Care Worker	26%
Health Care Aide - Non-Certified	21%
Health Care Aide - Certified	26%
Mental Health Aide	26%
Psychiatric Aide	26%
Recreation Aide	26%
Client Care Assistant	26%
Mental Health Therapy Assistant	26%
Drop-In Centre Supervisor	26%
Community Health Representative Worker	27%
Mental Health Support Worker	27%
Physiotherapy Assistant	27%
Licensed Practical Nurse	31%
Licensed Practical Nurse - Renal Dialysis	32%
Operating Room Technician	63%
Orthopaedic Technician	31%
Personal Support Coordinator	31%
LPN Connect Care Credentialed Trainer	37%

April 1, 2025: 3.0%

April 1, 2026: 3.0%

April 1, 2027: 3.0%

LETTER OF UNDERSTANDING #7

BETWEEN

**ALBERTA HEALTH SERVICES
ALLEN GRAY CONTINUING CARE CENTRE
LAMONT HEALTH CARE CENTRE**

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: FLEXIBLE SPENDING ACCOUNT

1. Eligibility

- (a) ~~An Flexible Spending Account (FSA)~~ FSA shall be ~~implemented~~ **provided** for all Employees eligible for benefits in accordance with Article 24.02(a) and 24.02(b).
- (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 (FTEs).

2. Calculation

The FSA will be calculated as follows:

- (a) ~~one thousand one hundred dollars (\$1,100.00)~~ ~~one thousand seven hundred and fifty dollars (\$1750.00)~~ **One thousand five hundred dollars (\$1500.00)** to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of the pay period immediately prior to December 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; and
 - (iv) books or publications.

- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
- (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 24.01(b)(v) and 24.01(b)(vi) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan (RRSP) or a Tax-Free Savings Account (TFSA) administered by the Employer.
- (e) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.
- (g) Reimbursement for alternative transportation including bus passes and bus tickets.
- (h) Reimbursement for ergonomic back support, ergonomic wrist support and ergonomic foot rests.
- (i) Reimbursement for personal computing and mobile digital devices:
 - Computers and related hardware
 - Computer repairs and maintenance
 - Electronic storage devices
 - Internet services and internet devices
 - Data storage devices (iPods, etc.)
 - Printers and print cartridges
 - Computer upgrades – ram or software for phone or computer
 - Software
 - Smart phones (including holders or cases)
 - Smart phone repairs and maintenance
 - Smart phone service plans
 - Smart phone peripherals (chargers, cables, etc.)
 - Smart phone applications

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.

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #22**BETWEEN****ALBERTA HEALTH SERVICES****-and-****ALBERTA UNION OF PROVINCIAL EMPLOYEES****RE: OPTIONAL CONSEQUENTIAL INTERNAL VACANCY PROCESS**

1. ~~A consequential vacancy process may help to manage internal transfers within a unit or program. It is most appropriately used when there are a large number of positions in the same classification, performing the same job duties and a high frequency of internal movement. In circumstances where the Employer chooses to initiate a consequential internal vacancy process, the following process will apply:~~
 - ~~(i) The Employer shall designate all Regular Employees who hold the same classification, perform the same job duties, work in the same unit or program and are part of the same shift schedule as “Pre-Qualified Employees”.~~
 - ~~(ii) The Employer maintains the right as per Article 5 – Management Rights, to determine when vacant positions/lines must be filled.~~
 - ~~(iii) Where a line becomes vacant (the “original vacancy”), the original vacancy will be made available in order of seniority to all Pre-Qualified Employees on that unit or program who have expressed interest, without a requirement to conduct an interview.~~
 - ~~(iv) This process above will be repeated for all consequential vacancies in the unit or program until no Pre-Qualified Employee expresses interest in the vacant line.~~
 - ~~(v) Any remaining vacancy will be posted in accordance with Article 11.01 – Posted Vacancies.~~
 - ~~(vi) The Union shall be advised of the Employee transfer(s) within a unit or program.~~
 - ~~(vii) Article 11.04 – Trial Period Upon Transfer shall not apply to transfers within a unit or program that occur as a result of the Optional Consequential Internal Vacancy Process.~~
2. ~~The Employer retains the discretion to utilize the Optional Consequential Internal Vacancy Process or to post in accordance with Article 11.01 – Posted Vacancies. The Employer will clearly communicate to Employees within the unit or program what process will be used. The Employer must exercise this discretion based on a bona fide operational reason, in a manner that is professional, fair and reasonable in the circumstances.~~

- ~~3. Following a full six (6) months of utilization of the new Optional Consequential Internal Vacancy Process, the Parties agree to jointly evaluate its effectiveness at the Joint Task Force.~~
- ~~4. This Letter of Understanding may be cancelled by either Party by providing ninety (90) days written notice following a review of the Optional Consequential Internal Vacancy Process' effectiveness at the Joint Task Force.~~

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #24**BETWEEN****~~ALBERTA HEALTH SERVICES~~****~~–and–~~****~~ALBERTA UNION OF PROVINCIAL EMPLOYEES~~****RE: RURAL CAPACITY INVESTMENT FUND RETENTION PAYMENT**

~~In addition to the provisions outlined in this Collective Agreement, effective the date of ratification¹, the Employer agrees to implement a Rural Capacity Investment Fund (“the Fund”). The Fund will allocate \$4.2 million per fiscal year for recruitment and retention incentives and for relocation assistance.~~

~~The Fund will be used to support initiatives aimed at addressing recruitment and retention challenges experienced by sites/programs/positions deemed by the Parties to be “difficult to recruit to” in the North, Central, and South Zones.~~

~~“Difficult to recruit to” may be determined by indicators such as:~~

- ~~• high vacancy rates;~~
- ~~• vacancies that remain unfilled for longer than ninety (90) days;~~
- ~~• high turnover; or~~
- ~~• mutual agreement of the Parties.~~

~~All initiatives approved under the Fund will focus on producing a stable workforce and sustaining that stability over the longer term. Funded initiatives may target new Employees, may focus on site/program specific concerns, or may address broader recruitment and retention challenges for the Employers. The Parties agree that payment of recruitment and retention incentives or reimbursement for relocation expenses under this Fund will be conditional upon completion of a return for service agreement as agreed by the Parties.~~

~~The Parties agree that the recruitment and retention initiatives may vary, depending on the identified needs.~~

~~Operation of the Fund~~

~~A Rural Capacity Investment Fund Committee (“the Committee”) shall be established within thirty (30) days of ratification.~~

~~The Committee shall be comprised of six (6) Employer and six (6) Union representatives, representing North, Central and South Zones. One of the six (6) Union representatives shall be a member of the current bargaining committee as selected by the current bargaining committee. The Parties may mutually agree to add additional representatives as necessary.~~

¹ The timing for reaching an agreement and obtaining ratification is likely to influence funding for the fiscal year ending March 31, 2022.

~~The Committee shall meet within sixty (60) days of ratification and thereafter on a quarterly basis until the end of the term of the Collective Agreement.~~

~~The purpose of these meetings is as follows:~~

- ~~• to share information on the sites/programs/positions the Parties deem to be “difficult to recruit to” based on the indicators listed above;~~
- ~~• to bring forward for consideration and discussion recruitment and retention initiatives;~~
- ~~• to assess the effectiveness of previous allocations of the Fund.~~

~~The Employer will endeavor to use the entire Fund within each fiscal year.~~

~~At the end of the fiscal year, the Employer will provide the Committee with a breakdown of how the funds have been allocated in that fiscal year to address rural and remote recruitment and retention challenges in North, Central and South Zone.~~

~~Administration of the Fund shall be in compliance with AHS Finance and Audit requirements.~~

~~This Letter of Understanding shall expire on March 30, 2024.~~

On behalf of the Employer

Date

On behalf of the Union

Date