

COLLECTIVE AGREEMENT

between

ST. MICHAEL'S HEALTH CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES



representing General Support Services Employees

April 1, 2008 to March 31, 2011

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COLLECTIVE AGREEMENT

between

ST. MICHAEL'S HEALTH CENTRE
(hereinafter referred to as the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
representing General Support Service Employees
(hereinafter referred to as the "Union")

PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent continuing care services, it is the intent of the parties to:

- (a) Ensure the provisions of the best possible service and care;
- (b) Protect the interest of residents, Employees and the community;
- (c) Maintain harmonious relations between the Employer and the Union;
- (d) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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 April 1, 2008 up to and including March 31, 2011, 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 during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.

1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

ARTICLE 2: DEFINITIONS

2.01 An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as:

- (a) "Regular Employee" is one who works on a full-time or part-time basis:
 - (i) "Full-time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 16: Hours of Work.
 - (ii) "Part-time Employee" shall mean an Employee who works scheduled shifts pursuant to Article 16.06 provided however that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time employment. A part-time Employee will work a minimum of three (3) hours per shift.
 - (b) "Temporary Employee" shall mean an Employee who is hired to fill a temporary full-time or part-time position
 - (i) for a specific job of more than three (3) months but not more than one (1) year; or
 - (ii) where the Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
 - (c) "Casual Employee" shall mean an Employee who is hired to fill a position made temporarily vacant as a result of a sickness, injury, leave of absence, vacation, or Named Holiday. A Casual Employee may work either full-time or part-time hours.
- 2.02 (a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time Employees.

- (b) Casual Employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 34 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to Casual Employees.

2.03 "Vacation" means annual vacation with pay.

2.04 "Vacation year" means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following calendar year.

2.05 "Date of Employment" for the purpose of calculating annual vacation means:

- (a) In the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month;

- (b) In the case of an Employee whose employment commenced between the sixteenth (16th) and the last day inclusive of any month, the first (1st) day of the following calendar month.

2.06 Where indicated by context or intent of this Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.

2.07 "Shift" means a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.

2.08 "Basic Rate of Pay" shall mean the applicable step in the pay range of the Employee's classification as set out in the Salaries Appendix.

2.09 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.

ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT

3.01 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the parties at any time during the existence of this Collective Agreement, and shall form part of this Collective Agreement.

ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto, or where voluntary recognition exists, the Employer recognizes the Union as sole bargaining agent for all Employees within the classifications listed for the Institution.
- 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 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.
- 4.04 Persons whose jobs are not in the Bargaining Unit shall not work on a job which is included in the Bargaining Unit, except for purposes of instruction, in an emergency, or when Regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any Regular Employee. For the purpose of this clause, "persons" shall mean all other Employees of the Employer who are not included in the Bargaining Unit.
- 4.05 The Employer recognizes that the Local Union may have the assistance of a CUPE National or Regional Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.

ARTICLE 5: UNION MEMBERSHIP, SECURITY & CHECKOFF

- 5.01 Membership in the Union shall be voluntary on the part of each Employee. All Employees covered by this Collective Agreement who are members of the Union at the time of signing of this Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain her membership in the Union during the life of this Collective Agreement.
- 5.02 The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect in the Institution. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted.

Such deductions shall be accompanied by a list that shall indicate each Employee's name and the amount deducted from each Employee.

- 5.03 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.04 A Representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a Representative of the Employer may be present at such presentation.
- 5.05 Employee's name, address and phone number to be supplied in January of each year to the Union.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.01 Management reserves all rights not specifically restricted by this Collective Agreement.

ARTICLE 7: DISCRIMINATION

- 7.01 The Employer or the Union shall not at any time discriminate against any Employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, sex, sexual preference, age or marital status, or because of their connection with trade Union organizations.
- 7.02 The foregoing shall not apply with respect to the refusal, limitation, specification or preference based upon a bona fide occupational requirement.

ARTICLE 8: OCCUPATIONAL HEALTH & SAFETY

- 8.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 A Continuing Care Occupational Health and Safety Committee will be established and the Union will have the right to designate one (1) member of the Bargaining Unit as a member of this Committee. This Committee may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.

- 8.03 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this Committee.
- 8.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 8.06 The Employer will co-operate with the Committee by providing:
- (a) Materials and equipment necessary to carry out its functions in accordance with its terms of reference;
 - (b) Data pertaining to workplace health and safety conditions;
 - (c) Access to information pertaining to accidents, incidents or occupational diseases that occur at the work site.
- 8.07 The Committee shall assist the Employer:
- (a) By identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
 - (b) In the development and promotion of measures to protect the safety and health of Employees in the Institution, and to check the effectiveness of such measures.
- 8.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps not taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Governing Board.
- 8.09 An Employee's rights shall be respected in accordance with The Occupational Health and Safety Act.

- 8.10 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections, including monitoring.

ARTICLE 9: JOB CLASSIFICATION DESCRIPTIONS & REVIEW PROCEDURE

- 9.01 The Employer shall provide classification criteria and/or job descriptions for all classifications listed in the Salaries Schedule to the Union.

The purpose of the classification criteria and/or job descriptions is to provide a guideline for the determination of each Employee's classification and shall not be considered as an amendment to the established certificates.

In the event the Employer creates a new classification or in the event that the primary functions of a position are changed the Employer will submit to the Union (in writing) the applicable new or amended job description along with the proposed rate of pay where applicable. The Union shall have thirty (30) working days in which to lodge any disagreement with the job description or rate of pay. It is understood that any disagreement shall be submitted to the Department Director by the Union. In the event that the Union does not register any disagreement the new or amended description and rate of pay shall prevail.

Where disagreement is registered it is agreed that a Review Committee, consisting of two (2) appointees by the Union and two (2) appointees by the Employer, will meet within thirty (30) working days to discuss the disagreement and attempt to resolve the matter.

Failure of the parties to agree within a further thirty (30) working days will result in the matter being submitted to the Chief Executive Officer (CEO) pursuant to Article 12, Step IV, per the time limits as detailed.

Failing satisfactory resolve by the CEO the matter may be referred to Arbitration by a single Arbitrator, as jointly agreed by the parties, or in the case of failure to so appoint, pursuant to the Alberta Labour Relations Code.

- 9.02 **Individual Review Procedure** Should any individual have reason to believe that their position is improperly classified, they may request a review, in writing through their immediate Supervisor with copies of the request forwarded to the Union and the Department Director. The Supervisor, in conjunction with the Department Director, shall conduct a review and submit to the Employee a written decision within sixty (60) working days of receiving the request from the Employee. A copy of the response shall be sent to the Union at the same time. Employees will not bring forward a request for further classification review on the same classification within a twenty-four (24) month window.

If the response is not acceptable to the Employee the matter may be submitted by the Union as a Grievance under Article 12, Step IV. The time limits as set forth in Step IV will apply for submission to and response by the CEO.

Failing satisfactory resolve from the decision rendered by the CEO and within thirty (30) working days receipt of such decision, the Union may submit the matter to Arbitration by single Arbitrator (pursuant to Clause 9.01).

9.03 Classification appeals and/or adjustments shall be effective from the date that the request is received by Human Resources.

9.04 The parties agree to share equally the costs for the single Arbitrator.

9.05 **Classification Adjustment** In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee to a classification with a lower basic rate of pay, such Employee while employed in such position shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

ARTICLE 10: BULLETIN BOARDS

10.01 The Employer shall provide bulletin boards, which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notice of meetings, and such other notices as may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 11: SHOP STEWARDS

11.01 The Shop Steward System is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other Employees. The names of Shop Stewards will be supplied, in writing, to the Employer before they are recognized as Shop Stewards.

11.02 In Institutions where there are no Shop Stewards, Union Officers will be recognized as Shop Stewards for the purpose of this Article.

11.03 The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered within any way in the performance of her function while investigating disputes and presenting adjustments.

The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that she will not leave her work during working hours except to perform her duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave her work without obtaining the permission of her supervisor, such permission shall not be unreasonably withheld.

11.04 Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.

ARTICLE 12: GRIEVANCE PROCEDURE

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

12.02 **Settling of Disputes and Grievances** An Employee or the Local Union shall have the right at any time to have the assistance of a CUPE Representative.

STEP I

(a) An Employee who believes that she has a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with her immediate Supervisor/Manager within seven (7) days of the date she first became aware of, or reasonably should have become aware of, the occurrence. The Employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with her immediate Supervisor/Manager. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The immediate Supervisor/Manager shall advise the Employee of her decision within seven (7) days of the date the matter was first discussed.

(b) In the event that the difference affects two (2) or more Employees, those so affected (or the Union) within fourteen (14) days of the date they first became aware of, or reasonably aware of, may make a written request to the immediate Supervisor/Manager that the grievances be grouped and dealt with as a single grievance commencing at Step II. A request to group such grievances will not be unreasonably denied.

(c) In the event an Employee alleges that she has been dismissed or suspended without just cause, she may commence her grievance at Step III within fourteen (14) days of the occurrence.

STEP II

If the grievance is not resolved in Step I above, the grievance shall within seven (7) days of receipt of the written decision of the immediate Supervisor/Manager, or designate, submit the grievance in writing to the Department Director, who shall render a decision, in writing, to the Union within seven (7) days of receipt of the grievance.

STEP III

If the grievance is not resolved in Step II above, the Union shall submit the grievance in writing to the Chief Executive Officer within seven (7) days of receipt of the decision of the Employer under Step II, and the Administrator shall render a decision to the Union, in writing, within seven (7) days.

STEP IV: Arbitration

If the grievance is not settled under Step III above, the Union shall, within ten (10) days of receiving the decision of the Chief Executive Director, notify the Employer in writing of its intention to submit the grievance to Arbitration and shall inform the Employer of the Union's Nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's Nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third person who shall be the Chairperson of the Arbitration Board.

- (a) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint a third member who shall be Chairperson of the Arbitration Board.
- (b) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be decision of the Board.
- (c) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chairperson.
- (d) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

- (e) The parties may mutually agree to the use of a single Arbitrator pursuant to the Alberta Labour Relations Code.

12.03 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.

12.04 The time limits specified throughout the steps of the Grievance Procedure may be extended by mutual consent, in writing, between the Union and the Employer.

12.05 Should the Employee or the Union fail to comply with any time limit in the Grievance Procedure, the grievance will be considered conceded and shall be abandoned. Should the Employer fail to comply with any time limits in the Grievance Procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.

12.06 **Policy Grievance**

- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within seven (7) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

- (b) A policy grievance involving only one (1) department may be submitted at Step II. A policy grievance involving more than one (1) department may be submitted at Step III.

12.07 **Replies in Writing** Except for Step I, replies to grievances shall be in writing at all stages.

12.08 **Facilities for Grievances** The Employer shall supply the necessary facilities for joint grievance meetings.

12.09 Grievances affecting departments other than the Employee's department (i.e. transfers and promotions) will be commenced with the Department Head of the affected department.

12.10 In the event that any management Officers, as named in the grievance steps, are one and the same the subsequent Step will be deemed to have been complied with.

ARTICLE 13: PROBATION PERIOD

- 13.01 A newly hired Regular Employee shall serve a probation period. If such Employee is determined by the Employer to be unsatisfactory, she may be dismissed at any time during the probation period without notice.
- 13.02 If a probationary Regular Employee is transferred to another classification she will be required to complete a new probation period commencing on the date of transfer.
- 13.03 A Regular Employee will be kept advised of her progress during the probation period.
- 13.04 (a) The probation period for a Regular Employee consists of three hundred and twenty-five (325) hours or forty five (45) accrued shifts, whichever occurs first from the commencement of the last period of continuous employment.
- (b) The probation period may be extended by an additional three hundred and twenty-five (325) hours or less for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer, the Union and the Employee. However, in no event will an Employee's total probation period exceed six hundred and fifty (650) hours.

ARTICLE 14: SALARIES

- 14.01 The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Appendix which is attached to and forms a part of this Collective Agreement, and shall be effective from and after the dates specified.
- 14.02 Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salaries Appendix upon completion of 2,022.75 hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of 1,836.75 hours worked at each subsequent Pay Step in the pay range.
- 14.03 (a) When a Regular Employee achieves a position in a classification with the same end rate as her present classification, such Employee shall move to the Pay Step which has a rate which is equal to her present basic rate of pay, or if there is no such Pay Step, she shall move to the Pay Step that has a basic rate of pay that is next higher to her present basic rate of pay.

- (b) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the Employee has not yet achieved "Pay Step 2" in her present pay range, she shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" as soon as she completes 2,022.75 hours worked (inclusive of those hours worked in her former classification); however, if "Pay Step 1" of the higher pay range is less than "Pay Step 1" in her present pay range, she shall be advanced to the next Pay Step that provides her with an increase in her basic rate of pay.
 - (c) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the Employee has achieved "Pay Step 2" or greater in the pay range for her present classification, she shall advance to "Pay Step 2" in the higher pay range, however, if "Pay Step 2" in the higher pay range has a basic rate of pay less than the Employee's current basic rate of pay, she shall be advanced to the next Pay Step that provides her with an increase in her basic rate of pay.
 - (d) When a Regular Employee achieves a position in a classification with an end rate that is less than her present classification, she shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in her present basic rate of pay.
- 14.04 The Employer may designate an Employee to assume the temporary responsibilities of Lead Hand. Employees so designated shall receive, in addition to their regular earnings, a premium of one dollar and fifty cents (\$1.50) per hour worked for the duration of their temporary appointment. In addition to her normal hours a Lead Hand shall be responsible for coordinating the efforts of other Journeyman/Tradespersons assigned to work with her to ensure the work is completed satisfactorily.
- 14.05 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such error. The Employer shall notify the Employee, in writing, that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayments 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 15: PAY DAYS

15.01 Pay days will be established in each Institution but in no event will Employees be paid less frequently than twice monthly.

ARTICLE 16: HOURS OF WORK

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

16.02 Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days' notice, the Regular Employee shall be paid at one and one-half times (1 ½ x) the basic rate of pay for all hours worked on the first shift of the changed schedule.

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

On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

16.04 In the event a Regular Employee reports for work as scheduled and is requested by the Employer to report for a later shift, the Regular Employee shall be compensated by payment of three (3) hours pay at her basic rate of pay.

16.05 Full-Time Employees

(a) Normal hours of work, exclusive of meal periods for regular full-time Employees shall be:

(i) seven and three-quarters (7 ¾) work hours per day; and

(ii) seventy-seven and one-half (77 ½) work hours in a fourteen (14) calendar day period.

- (b) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular full-time Employees shall provide for:
- (i) not more than three (3) different shift starting times between scheduled days off;
 - (ii) days off to be consecutive;
 - (iii) not more than six (6) consecutive days of work without receiving her days off;
 - (iv) at least ten (10) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular full-time Employees who perform the work involved.
- (c) All full-time Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time of which shall be scheduled by the Employer.

Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.

16.06 Part-Time Employees

- (a) Hours of work for regular part-time Employees:
- (i) up to seven and three-quarter ($7 \frac{3}{4}$) hours in any one (1) day, exclusive of meal periods;
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen (14) calendar days.

- (b) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular part-time Employees shall provide for:
- (i) not more than three (3) different shift starting times between days off;
 - (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle or not more than fourteen (14) calendar days;
 - (iii) not more than six (6) consecutive days of work without receiving her days off;
 - (iv) at least ten (10) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) excepting part-time Employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular part-time Employees who perform the work involved.
- (c) All part-time Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time of which shall be scheduled by the Employer.
- Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.
- (d) Regular part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate Supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available regular part-time Employees who have requested additional hours of work.
- (e) The basic rate of pay will prevail for additional hours of work assigned to a regular part-time Employee beyond her scheduled hours provided:
- (i) She accepts the assignment;
 - (ii) The hours worked do not exceed seven and three-quarter ($7\frac{3}{4}$) hours per day;

- (iii) The hours worked do not exceed seventy-seven and one-half (77 ½) hours over a period of fourteen (14) calendar days;
- (iv) the part-time Employee does not work in excess of six (6) consecutive days without days off;
- (v) the part-time Employee does not work in excess of ten (10) days in a fourteen (14) day period; and
- (vi) if the hours worked would constitute a split shift, the call back provisions of Article 18 will apply.

When a regular part-time Employee accepts additional hours as per the preceding conditions her schedule shall not be considered to have been changed and therefore Article 16.02 does not apply.

16.07 Failure to provide at least ten (10) hours rest between scheduled shifts shall result in payment of the basic rate of pay at the rate of one and one half times (1½ x) for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than ten (10) hours rest between scheduled shifts.

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

ARTICLE 17: OVERTIME

17.01 All authorized overtime worked in excess of and in conjunction with seven and three-quarters (7 ¾) hours per day shall be paid at the rate of two times (2 x) the basic rate of pay.

17.02 Failure to provide at least ten (10) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than ten (10) hours rest between scheduled shifts.

17.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.

- 17.04 **Full-Time Employees** Overtime shall be shared as equally as possible amongst full-time Employees who perform the work involved.
- 17.05 Full-time Employees required to work by the Employer on their scheduled days off shall be paid at the rate of two times (2 x) the basic rate of pay.
- 17.06 (a) A full-time Employee may request time off in lieu of overtime worked to be taken in conjunction with her annual vacation by mutual agreement.
- (b) In the event mutual agreement between the full-time Employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked.
- (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.
- (d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.
- 17.07 **Part-Time Employees** Overtime shall be shared as equally as possible amongst part-time Employees who perform the work involved.
- 17.08 Where mutually agreed by the Employer and the regular part-time Employee, the Regular Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and Regular Employee.
- 17.09 **Overtime Banks** The Employer will normally pay out an Employee's overtime banks every March 31st. Employees may, upon written request, carry over up to 38.75 hours in their overtime bank from one (1) fiscal year to the next. Such application must be submitted to the Payroll Department not later than March 31st.

ARTICLE 18: CALL-BACK

- 18.01 **Full-Time Employees** A regular full-time Employee who is called back and required to return to work outside of her regular hours shall be paid for any one (1) call at either:
- (a) the overtime rate as specified in Article 17.01; or
- (b) four (4) hours at the basic rate of pay; whichever is greater.

18.02 **Part-Time Employees** A regular part-time Employee who has completed a shift and is called back and required to return to work outside the part-time Employee's regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate as specified in Article 17.01; or
- (b) four (4) hours at the basic rate of pay; whichever is greater.

ARTICLE 19: SHIFT & WEEKEND PREMIUM

19.01A weekend premium of one dollar (\$1.00) per hour will be paid to an Employee working a shift whereby the major portion of such shift is worked between 1500 hours Friday and 0700 hours Monday. On April 1, 2009 the weekend premium will move to one dollar and fifty cents (\$1.50) per hour.

19.02 A shift premium of one dollar and fifty cents (\$1.50) per hour will be paid to an Employee working a shift whereby the major portion of such shift is worked between 1500 hours and 0700 hours. On April 1, 2009 the shift premium will move to one dollar and seventy-five cents (\$1.75) per hour.

19.03 The Shift and Weekend Premiums shall be not included in the calculation of overtime, nor shall Employees be denied entitlement to these premiums when in receipt of overtime rates.

ARTICLE 20: TRANSPORTATION ALLOWANCE

20.01 A Regular Employee who normally travels from the Institution to her place of residence by means of public transportation following the completion of her duty shift but who is prevented from doing so by being required to remain on duty longer than her regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Institution to her place of residence.

20.02 **Full-Time Employees** A full-time Employee who is called back to the Institution shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the full-time Employee travels for such purpose by private automobile, reimbursement shall be applied at the St. Michael's Health Centre Travel Policy A-017 rate per kilometre from the full-time Employee's residence to the Institution and return.

20.03 **Part-Time Employees** A part-time Employee who has completed her shift and is called back and required to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be applied at the St. Michael's Health Centre Travel Policy A-017 rate per kilometre from the full-time Employee's residence to the Institution and return. Such allowance will not be paid when reporting for additional hours of work pursuant to Articles 16.06(e).

ARTICLE 21: ANNUAL VACATION

- 21.01 (a) Regular Employees shall be granted the vacation period preferred by them at such time as may be mutually agreed between the Employer and the Regular Employee. The Employer shall post a vacation planner by January 15th of each year. Insofar as the efficient operation of a department will permit, preference as to choice of vacation dates shall be determined by a Regular Employee's seniority standing. Any Regular Employee who fails to indicate a vacation choice by March 15th will have waived her right to choose her vacation period over other Employees.
- (b) A Regular Employee promoted, transferred or displaced from one department to another shall not exercise her seniority for the purpose of vacation choice during the first vacation year of employment in the department.
- (c) A Regular Employee shall be entitled to an unbroken period of vacation equal to her entire vacation entitlement unless otherwise mutually agreed between the Employer and the Regular Employee.
- (d) A Regular Employee who chooses to take her vacation in broken periods shall be allowed to exercise her preference as to choice of vacation dates for only one (1) vacation period which falls in whole or in part during the period June 1st to August 31st inclusive, except where such vacation periods are not requested by other Regular Employees.
- 21.02 No Regular Employee may continue to work and draw vacation pay in lieu of taking her vacation.
- 21.03 Vacation earned in one (1) employment year shall be taken within the following vacation year and may not be divided into more than two (2) periods, except with the approval of the Employer. If a Regular Employee makes a request to divide her vacation into more than two (2) periods, such request shall be considered by the Employer.

21.04 There shall be no carryover of vacation from one (1) vacation year to the next, nor shall vacation from one (1) vacation year be taken consecutively with vacation in the ensuing vacation year, except with the approval of the Employer.

21.05 Should a Regular Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be considered to be on sick leave for the period of the stay in hospital, and subsequent period of recovery subject to the provisions of Article 24: Sick Leave. Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

21.06 An Employee leaving the service of the Employer at any time before she has exhausted the vacation credit to which she is entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.

21.07 **Vacation Entitlement:**

(a) **Full-Time Employees** During each year of continuous service in the employ of the Employer, regular full-time Employees shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:

- (i) during the first (1st) to third (3rd) years of such employment an Employee earns a vacation of fifteen (15) working days;
- (ii) during the fourth (4th) to fourteenth (14th) years of such employment an Employee earns a vacation of twenty (20) working days;
- (iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment an Employee earns a vacation of twenty-five (25) working days;
- (iv) during the twenty-fifth (25th) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.

(b) **Part-Time Employees** During each year of continuous service in the employ of the Employer, regular part-time Employees shall earn entitlement to vacation time off to be taken in the next following vacation year and such entitlement is governed by the total length of such service as outlined below.

Vacation time off commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave. A regular part-time Employee shall receive vacation pay in accordance with Article 21.08:

- (i) during the first (1st) to third (3rd) years of such employment an Employee earns a vacation of fifteen (15) working days;
 - (ii) during the fourth (4th) to fourteenth (14th) years of such employment an Employee earns a vacation of twenty (20) working days;
 - (iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment an Employee earns a vacation of twenty-five (25) working days;
 - (iv) during the twenty-fifth (25th) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.
- (c) **Cessation of Vacation Accrual** There shall be no accrual of vacation entitlements during:
- (i) Layoff; or
 - (ii) A leave of absence without pay which is in excess of thirty (30) calendar days; or
 - (iii) An absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

21.08 Vacation pay to be paid to a regular part-time Employee based on the following formula: the hours worked as a Regular Employee during the preceding vacation year multiplied by, the basic rate of pay in effect on the date vacation leave commences, multiplied by the applicable rate of:

- (a) Six percent (6%) during the first (1st) to fourth (4th) continuous years of employment; or
- (b) Eight percent (8%) during the fifth (5th) to fifteenth (15th) continuous years of employment; or

- (c) Ten percent (10%) during the sixteenth (16th) to twenty-fifth (25th) continuous years of employment; or
- (d) Twelve percent (12%) during the twenty-sixth (26th) and subsequent continuous years of employment.

21.09 Subject to the mutual agreement, in writing, between the Employer and the Employee, and only upon the Employee's request, a regular part-time Employee who is entitled to take greater than twenty-one (21) calendar days of vacation time in a vacation year may be permitted to waive a portion of her vacation time entitlement which exceeds twenty-one (21) calendar days. In no circumstances, however, shall the Employer permit such Employee to take less than twenty-one (21) calendar days of vacation time.

21.10 Only those hours of work paid at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7 $\frac{3}{4}$) hours will be recognized for the purposes of determining vacation pay.

ARTICLE 22: NAMED HOLIDAYS

22.01 Any reference to Named Holidays in this Collective Agreement applies to the following days:

| | | |
|------------------|---------------|--------------------|
| New Years Day | Labour Day | Alberta Family Day |
| Thanksgiving Day | Good Friday | Remembrance Day |
| Victoria Day | Christmas Day | Boxing Day |
| Canada Day | August Civic | |

and all general holidays proclaimed to be a Statutory Holiday by any of the following levels of Governmental authority:

- (a) The Province of Alberta; and
- (b) The Government of Canada.

22.02 No payment shall be due for the Named Holiday which occurs during:

- (a) A layoff; or
- (b) All forms of leave during which a Regular Employee is not paid; or

- (c) An absence while in receipt of disability insurance or Workers' Compensation benefits.

22.03 **Full-Time Employees (Floater Holiday)** Each regular full time Employee will be granted an additional day off (Floater Holiday) with pay between April 1st and November 30th at a time mutually agreed upon between the Employer and the Employee. An Employee is only entitled to such holiday if they are in the employ of the Employer on January 15th of the year in which the holiday is to be provided. Where mutually agreed between the Employer and the regular full time Employee, the regular full time Employee may receive such holiday at a time outside the above timeframe.

22.04 A full-time Employee shall be entitled to a day off with pay on or for a Named Holiday provided she:

- (a) Works her scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer.

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

22.05 Subject to Article 17.01 a full-time Employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times (1½ x) the basic rate of pay plus:

- (a) By mutual agreement, a day added to the full-time Employee's next annual vacation, or

- (b) A mutually agreeable day off with pay in conjunction with the full-time Employee's regular days off within thirty (30) days either before or after the Named Holiday; or

- (c) One (1) regular day's pay.

22.06 Subject to Article 22.03 when a Named Holiday falls during a full-time Employee's annual vacation the Employee shall receive:

- (a) By mutual agreement, a day off with pay added to the full-time Employee's annual vacation; or

- (b) A mutually agreeable day off with pay in conjunction with the full-time Employee's regular days off within thirty (30) calendar days of the full-time Employee's return from annual vacation; or
- (c) One (1) day's regular pay in lieu of the Named Holiday.

22.07 When a Named Holiday falls on a full-time Employee's regularly scheduled day off, the full-time Employee shall receive:

- (a) By mutual agreement a day off with pay added to the full-time Employee's next annual vacation; or
- (b) A mutually agreeable day off with pay in conjunction with the full-time Employee's regular days off within thirty (30) calendar days, either before or after the Named Holiday; or
- (c) One (1) regular day's pay in lieu of the Named Holiday.

22.08 A regular full-time Employee who is required to work in excess of their regularly scheduled hours on a Statutory Holiday shall, at the end of the scheduled shift, cease entitlement to compensation under Article 22.05 and become entitled to Overtime Compensation under Article 17.

22.09 When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the named Holiday. If such designated day off is a full-time Employee's regularly scheduled day off, such Employee shall then be entitled to the provisions of Article 22.07.

22.10 Part-Time Employees

- (a) A part-time Employee who works on a Named Holiday shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) their basic rate of pay for all hours worked up to seven and three quarter ($7\frac{3}{4}$) hours, after which they shall cease their entitlement to compensation under this clause and become entitled to Overtime Compensation under Article 17.
- (b) Part-time Employees shall be paid four decimal six percent (4.6%) of their earnings paid at the basic rate of pay, and of their vacation, in lieu of Named Holiday pay.

22.11 **Sick Time on Named Holiday** (Also see Clause 23.12)

An Employee off sick when regularly scheduled to work on a Statutory Holiday shall not be deducted sick leave on the Statutory Holiday but shall be paid at straight time for having taken and received their Statutory Holiday entitlement.

ARTICLE 23: SICK LEAVE

23.01 Sick Leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

23.02 After a Regular Employee has completed her probation period she shall be allowed a credit for sick leave from the date of employment provided, however, that a Regular Employee shall not be entitled to apply sick leave credits prior to the completion of her probation period.

23.03 Sick Leave credits shall not accrue during:

- (a) Any period of sick leave in excess of thirty (30) calendar days; or
- (b) A layoff; or
- (c) A leave of absence without pay which is in excess of thirty (30) calendar days; or
- (d) An absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

23.04 A Regular Employee granted sick leave shall be paid for the period of such leave at one hundred percent (100%) of her basic rate of pay, and the number of days thus paid shall be deducted from her accumulated credits at the time sick leave commenced.

23.05 When an Employee is required to travel for the purpose of medical referral and/or treatment and is unable to schedule such time outside of her work hours, she shall have the right to utilize sick leave credits for such absence, provided such Employee notified the Employer as soon as possible in advance of the appointment and provided, that she submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

23.06 Regular Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine.

- 23.07 When a Regular Employee has accrued the maximum sick leave credits she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 23.08 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay for the duration of the illness, or as provided below. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with fourteen (14) days notice of readiness to return to work:
- (a) An Employee who is capable of performing the duties of her former classification shall be reinstated by the Employer in the same classification which she held immediately prior to her absence;
 - (b) An Employee who is not capable of performing the duties of her former classification, but who is capable of performing a job within the Bargaining Unit, shall have a reasonable effort made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
 - (c) At the expiration of either twenty-four (24) months from the last day of paid sick leave or twenty-four (24) months from the first (1st) day of Long Term Disability entitlement, whichever is greater, an Employee who is not capable of returning to work pursuant to (a) or (b) above shall be considered to have terminated her employment relationship with the Employer.
- 23.09 Regular Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties re-distributed. Failing to do so, the Regular Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Regular Employee should have reported for work and the time at which the Regular Employee reported.
- 23.10 Upon the request of an Employee, but not more frequently than twice annually, the Employer shall advise the Employee of the amount of her accumulated sick leave credits.
- 23.11 Where an Employee requires time off work to provide care during the illness of an immediate family member, an Employee shall be entitled, after notifying her Supervisor, to use up to two (2) days per occasion, to a maximum of five (5) accumulated sick leave days per fiscal year, for this purpose. The Employee may be required to submit satisfactory medical evidence of the family member's illness to the Employer.

23.12 **Sick Time on Named Holiday** An Employee off sick, when regularly scheduled to work on a Statutory Holiday, shall not be deducted sick leave on the Statutory Holiday but shall be paid at straight time for having taken and received their Statutory Holiday entitlement.

23.13 **Full-Time Employees** Sick leave credits for a full-time Employee shall be earned and computed at the rate of one (1) working day for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

23.14 **Part-Time Employees**

- (a) Sick leave credits for a part-time Employee shall be earned and computed at the rate of seven decimal seven five (7.75) hours for each period of one hundred and sixty eight (168) hours worked up to a maximum credit of nine hundred and thirty (930) hours. No credit is granted for fractions of one hundred and sixty eight (168) hours worked.

| | | | |
|-----------------|-----|---|-------|
| <u>Example:</u> | 168 | = | 7.75 |
| | 262 | = | 7.75 |
| | 336 | = | 15.50 |
| | 503 | = | 15.50 |

- (b) When a regular part-time Employee accepts an assignment for additional hours of work and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for such assignment.

ARTICLE 24: WORKERS' COMPENSATION

24.01 Workers' Compensation Board coverage will be provided by the Employer for a Regular Employee.

24.02 Regular Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits except as provided in Article 24.06 below. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.

24.03 Article 24.02 above shall not exclude a Regular Employee from sick leave benefits for periods of absence resulting from an accident which is non-compensable under the Workers' Compensation Act.

- 24.04 Regular Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 24.05 A Regular Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when she shall be expected back to work.
- 24.06 (a) An Employee who is in receipt of Workers' Compensation Benefits shall be deemed to be on an approved leave of absence without pay. The Employer shall continue their portion of the health care benefit cost-share during such leave of absence.
- (b) Regular Employees will be eligible to apply for the payment of accumulated sick leave credits in accordance with Article 24 during the period while they are awaiting WCB approval of their claim. Accumulated sick leave credits will be payable if the Employee meets the eligibility requirements for sick leave. When the WCB claim is approved, the Employee will repay monies equal to the value of the accumulated sick leave credits paid. The Employer will reinstate the sick leave credits to the appropriate level.

ARTICLE 25: HEALTH BENEFITS

- 25.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:
- (a) A Supplementary Health Benefits Plan; or equivalent,
- (b) A Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of all eligible extensive services; and fifty percent (50%) of eligible Orthodontic Services, subject to the Insurance Underwriter Fee Guide. Effective April 1, 2006 the Dental plan shall be based on the current fee guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person;
- (c) Effective April 1, 2009, Vision coverage providing for eye care exams and up to three hundred dollars (\$300.00) every two (2) years for corrective lenses (non-cumulative).
- (d) Alberta Health Care Insurance Plan;
- (e) A Benefit Plan, or equivalent inclusive of:
- (i) Group Life Insurance

- (ii) Accidental Death and Dismemberment
 - (iii) Effective April 1, 2010, all eligible Employees will be allowed to participate in Short-Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to fifty-five percent (55%) of basic weekly earnings at the basic rate of pay to the established maximum following a fourteen (14) 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 event particular case of Employees who has insufficient sick leave credits to satisfy the fourteen (14) day elimination period, the Short-Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness.
 - (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two thirds percent (66 2/3%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period).
 - (f) At the Employers' option, an "EI SUB Plan" to supplement an eligible Employee's Unemployment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- 25.02 (a) The implementation and operation of a Benefit Plan, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions outlined in both the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the Plans.
- (b) The Employer shall make available to all Employees participating in these Plans, copies of information booklets of these Plans.
- 25.03 Where a group is not currently participating in the Life and Disability Insurance Plans, a maximum of one (1) survey will be conducted in any calendar year to determine if the group of Regular Employees meet the participation requirements. The Employer will conduct such a survey within two (2) months of being requested to do so by the Union.
- 25.04 **Benefit Plan** Benefit Premiums shall be cost-shared with Employees paying twenty-five percent (25%) of the cost, and the Employer paying seventy-five percent (75%) of the cost for benefits listed in Article 25.01.
- 25.05 **Part-Time Employees** Subject to the preceding provisions where it is anticipated that a

part-time Employee will work a minimum of fifteen (15) hours per week, averaged over a calendar year, she shall participate in the Health Benefits Plans.

25.06 The Union shall be notified of any changes to Health Benefit Policies.

ARTICLE 26: PENSION PLAN

26.01 (a) The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits are eligible participating full-time Employees in accordance with the regulations of the applicable plan.

(b) The Employer shall contribute to the aforementioned Plan for eligible part-time Employees who request enrolment in the plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over a complete cycle of the shift schedule.

ARTICLE 27: LEAVES OF ABSENCE

27.01 **Applications** Applications for leave of absence shall be submitted, in writing, to the Employer for approval. A false statement in an application for leave of absence or neglect in return at the end of the leave granted may result in dismissal of employment which shall be reported to the Union. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Regular Employee's immediate family or for any other reason which the Employer and Regular Employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

27.02 **Leave-Union Business** Provided the efficiency of the Institution shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to Regular Employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools.

27.03 Representatives of the Union shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer and/or the Provincial Health Authorities of Alberta.

27.04 (a) The Employer recognizes the right of a Regular Employee to participate in public

affairs, therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.

- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.
- (c) Regular Employees who are elected or selected for a full-time position with the Union, or any body with which the Union is affiliated shall be granted leave of absence without pay but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year on request during their term of office.
- (d) Where leave of absence without pay for Union business is approved, the Employer agrees to continue payment of regular pay and benefits provided for in this Collective Agreement. However, the Union shall reimburse the Employer for any such pay and benefits [plus a processing fee of fifteen percent (15%)] paid to the employee(s) on Union business leave, upon being invoiced by the Employer.

27.05 Parental

- (a) A Regular Employee who has completed twelve (12) months continuous employment shall, upon her written request at least one (1) month in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave not later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits except for that 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 or LTD. Maternity Leave shall be without loss of seniority. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the Employer and Employee.
- (c) An Employee absent on parental leave shall provide the Employers with one (1) month's written advance notice of her readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale, and other benefits that accrued to her to the date she commenced the leave.
- (d) A father-to-be who has completed his probationary period shall, upon his written

request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits, and shall not exceed twelve (12) months.

- (e) A pregnant Employee whose continued employment in her position may be hazardous to herself, or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request parental leave as provided by Article 27.05(a) if the Employee is eligible for such leave. In the event that the parental leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than twelve (12) months, the Employee may request further leave without pay as provided by Article 27.05(a).

27.06 **Paternity Leave** Paternity leave of at least one (1) working day with pay shall be granted upon be written request of a male Employee to enable such Employee to attend to matters directly related to the birth of his child.

27.07 **Adoption Leave** A Regular Employee who has completed twelve (12) months' continuous employment, shall, upon written request, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child and upon one (1) month's written notice of intent to return to work, the Regular Employee shall be re-engaged in the same classification held by her immediately prior to taking adoption leave and at the same rate of pay.

27.08 **Court Appearance** The Employer shall grant leave of absence without loss of seniority to a Regular Employee who serves as a juror or witness in any court. The Employer shall pay such a Regular Employee the difference between her normal earnings and the payment she receives for services as a juror or court witness, excluding payment for travelling, meals, or other expenses. The Regular Employee will present proof of service and the amount of pay received.

27.09 **Terminal Care Leave** An Employee with a qualified relative in the end stages of life shall be entitled to leave of absence of up to eight (8) weeks, without pay and benefits in accordance with Article 27.09. When the Employee is on leave for a period in excess of thirty (30) days, benefits will continue provided the Employee makes prior arrangements to pay the full premium cost. Failure to remit the full payment required above shall result in the cancellation of coverage.

Qualified relative means a person in a relationship to the Employee for whom the Employee

would be eligible for bereavement under Article 28.01.

Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave where circumstances make it reasonable to do so.

27.10 Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

27.11 When an Employee is on a leave of absence without pay and is receiving Long-Term Disability or Employment Insurance Sick Leave Benefits, the Employer will continue to pay the Employer's share of all benefit premiums (in accordance with Article 25.04) for a period not to exceed twenty-four (24) months from the beginning of Long Term Disability, provided the Employee makes prior arrangements with the Employer for the payment of the Employee's share of all benefit premiums in accordance with Article 25.04. Failure by the Employee to submit her portion of the premiums will result in the Employer discontinuing benefits for that Employee.

ARTICLE 28: BEREAVEMENT

28.01 A Regular Employee shall be granted three (3) consecutive working days bereavement leave without loss of salary, providing that such leave is taken within a nine (9) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the Employee:

| | | |
|--------------------------------------|---------|---------------------------|
| Spouse (including Common-Law Spouse) | Fiancé | Grandparents (both sides) |
| Son-in-Law | Child | Brother-in-Law |
| Daughter-in-Law | Parent | Sister-in-Law |
| Mother-in-Law | Brother | Grandchild |
| Father-in-Law | Sister | Step Parents |
| Step Children | | |

28.02 Bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometres from the Employee's residence is necessary.

28.03 If an Employee receives notification of their loss during a shift already in progress, the Employee will be excused from work with pay for the balance of the shift and bereavement leave will commence the following day.

ARTICLE 29: UNIFORMS

- 29.01 The Employer will furnish without charge such uniforms that the Employer requires the Employee to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.
- 29.02 The Employer recognizes that it is desirable for each Employee who is required to change into a uniform to be provided a personal locker for storage of clothing and personal belongings.

ARTICLE 30: APPOINTMENTS, PROMOTIONS, TRANSFERS & VACANCIES

- 30.01 In filling a new position or a vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description.
- 30.02 (a) Vacancies for:
- (i) Regular positions; and,
 - (ii) Relief positions scheduled to be greater than fifteen (15) hours per week, and of an expected duration of more than ninety (90) calendar days, shall be posted for seven (7) calendar days as a general posting throughout the Organization, stating the responsibilities and qualifications, location (Department, Physical Plant), existing shift schedule and basic rate of pay for the position and to whom applications should be submitted.
- (b) The Employer may limit sequential postings for a relief vacancy to two (2) postings.
- (c) An Employee off work for ninety (90) calendar days or more shall give the Employer fourteen (14) days notice of their intent to return to work.
- 30.03 Requests for transfer or applications for vacancies shall be in writing according to the procedures established in the Institution. Facilities will be provided to accept applications for posted positions at any time within the seven (7) calendar day posting period.

30.04 The following order for consideration of applicants shall apply:

- (a) Next, the Regular Employees of the Employer who are covered by this Collective Agreement, and
- (b) Next, the Casual Employees of the Employer who are covered by this Collective Agreement.

30.05 When a vacancy is posted and circumstances require the Employer to fill a vacancy before the expiration of the seven (7) calendar day posting period, or prior to the availability of a qualified applicant, the appointment shall be made on a temporary basis only. The Employer shall fill such vacant position on a permanent basis as soon as a qualified applicant becomes available.

- 30.06 (a) A copy of all postings shall be forwarded to the designated Officer of the Union, and when the appointment has been made, the designated Officer will be notified of the appointee's name and the Department concerned.
- (b) Employees who are applicants for postings shall be informed, in writing, of their acceptance or rejection within seven (7) calendar days of the date of appointment.

30.07 A Regular Employee who is the successful applicant of a posting shall be considered on a trial period in their new position for three hundred and ten (310) hours worked or forty-five (45) accrued shifts, whichever occurs first, following the date of appointment. During this trial period the Employee may choose to return or the Employer may direct the Regular Employee to return to their former position and basic rate of pay without loss of seniority.

30.08 **Relief and Temporary Appointments**

- (a) The benefit status of a Regular Employee filling a relief or temporary vacancy shall be as follows:
- (i) An Employee who was receiving benefits prior to the relief or temporary position will continue to receive benefits in accordance with Article 26
 - (ii) An Employee who was not receiving benefits prior to the relief or temporary position will not be eligible to receive benefits as a result of the relief position.

- (b) A Regular Employee who is the successful applicant on a relief or temporary position shall maintain and continue to accrue seniority in accordance with Article 33, and shall revert back to her former position upon completion of the relief or temporary position.
 - (c) During the term of a temporary position, that Employee shall be eligible to apply on postings in accordance with the following:
 - (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 30.02 (a)(i)(ii).
 - (ii) Such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 30.02 (a)(ii), unless the position posted commences after the expiry of the term for which the Employee was hired.
 - (d) Temporary positions may be extended by mutual agreement between the Employer and the Employee.
- 30.09 (a) When the Employer designates a Regular Employee to substitute in a position in a classification with a greater end rate and such assignment is for at least two (2) hours in any one (1) shift, she shall be paid, in addition to her basic rate of pay, an amount equal to:
- (i) The difference between Pay Step 2 of the higher classification and Pay Step 2 of the Employee's classification or,
 - (ii) If Pay Step 2 of the higher classification is less than Pay Step 2 of the Employee's classification, the difference between the Employee's basic rate of pay and the next Pay Step on the higher pay range which is greater than the Pay Step of the Employee's classification.
- (b) When the Employer designates a Regular Employee to temporarily substitute in a position in a classification with a lesser end rate, she shall continue to receive her previous basic rate of pay for the full period of time she is substituting in the lower paid classification.
 - (c) When a Regular Employee agrees to substitute in another position outside of this Collective Agreement, the Regular Employee will receive, in addition to her basic rate of pay, an amount commensurate with the additional responsibilities.

ARTICLE 31: DISCIPLINE, DISMISSAL & RESIGNATION

- 31.01 (a) Except for the dismissal of an Employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- (b) Copies of all disciplinary notices shall be forwarded to the Union. Regular Employees shall be given the opportunity to sign disciplinary notices as have been read.
- (c) An Employee shall have the right to have a Shop Steward or Local Union Officer present when disciplinary notice, in writing, (or verbally) is issued.
- (d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the Grievance Procedure.
- 31.02 A Regular Employee absent for three (3) days without notifying the Employer shall be considered to have vacated her position unless, in the opinion of the Employer, such notification was not possible.
- 31.03 Upon service of at least one (1) day notice an Employee shall have the right to view her personnel file once each year, or when the Employee has filed a grievance. An Employee shall be given a copy of the contents of her personnel file provided that she first pays to the Employer, a fee to cover the cost of the copying, such fee to be determined by the Employer.
- 31.04 Fourteen (14) calendar days notice in writing, shall be given by a Regular Employee resigning from the employ of the Employer.
- 31.05 Any written disciplinary notation or warning shall be removed from Management record and deemed void after an Employee has maintained a clear record with no disciplinary warning or suspension for twenty-four (24) months.

ARTICLE 32: SENIORITY

- 32.01 "Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire and shall continue to accrue during periods of layoff as specified in Article 32.02 and authorized leave of absence.

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

- (a) The employment relationship is terminated by either the employer of the Regular Employee.
- (b) Twelve (12) months has expired following layoffs, during which time the Regular Employee has not been recalled to work;
- (c) A Regular Employee does not return to work on recall.

32.03 An up-to-date seniority list shall be sent to the Union in January of each year and when any Regular Employee is served notice of layoff, and such list shall indicate each Employee's classification.

ARTICLE 33: LAYOFF & RECALL PROCEDURE

33.01 In the event that the number of Regular Employees are to be reduced within a classification and department, the Regular Employee(s) with the least seniority within the classification and department shall be the first Regular Employee(s) removed from such classification.

33.02 Prior to implementation of the provisions of this Article the Employer will meet the Union to inform the Union of the Employer's intentions. The Union shall be notified of layoffs, displacements and reassignments as they occur.

33.03 For the purpose of this Article, "Pay Grade" shall mean classifications with the same maximum rate of pay.

- 33.04 (a) If a Regular Employee is removed from a position, such Employee shall be eligible to displace in accordance with Article 33.04(b) and (c), subject to the following conditions:
- (i) The removed Employee has the required qualifications to perform the duties of the position in that pay grade;
 - (ii) The position in that pay grade will not be deleted within sixty (60) calendar days;
 - (iii) The Employee to be displaced has less seniority;
 - (iv) If an Employee chooses not to fill a vacant position, the Employee will have no

further option to displace another Employee.

- (b) In the event a Regular Employee is removed from her position subject to Article 33.04(a), she will have the option to fill one (1) of the following positions in sequential order:
- (i) A vacant full-time position in the same pay grade;
 - (ii) Displace the least senior full-time Employee in the same pay grade;
 - (iii) A vacant full-time position in a lower pay grade;
 - (iv) Displace the least senior full-time Employee in a lower pay grade;
 - (v) A vacant benefit-eligible part-time position in the same pay grade;
 - (vi) Displace the least senior benefit-eligible part-time Employee in the same pay grade;
 - (vii) A vacant benefit-eligible part-time position in a lower pay grade;
 - (viii) Displace the least senior benefit-eligible part-time Employee in a lower pay grade;
 - (ix) A vacant part-time position in the same pay grade;
 - (x) Displace the least senior part-time Employee in the same pay grade;
 - (xi) A vacant part-time position in a lower pay grade.
 - (xii) Displace the least senior part-time Employee; or
 - (xiii) Be laid off.
- (c) A Regular Employee displaced due to the provisions of this Article shall be eligible to be placed into a vacant position or to displace another Regular Employee in accordance with the provisions of this Article.

33.05 Notice Provisions

- (a) The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 33.04 at least fourteen (14) calendar days before the layoff, or re-assignment is to be effective. If the Employee who has received layoff notice is not provided with an opportunity to work during the notice period, such Employee shall be paid an amount equal to the wages the Employee would have earned, had she worked her regular hours of work in the fourteen (14) calendar day period. If such Employee is assigned duties other than those normally connected with the classification in question during the notice period, the Employee shall not be paid less than the amount of wages she would have been entitled to receive had such Employee not been provided with an opportunity to work during the notice period.
- (b) Notice of reassignment or layoff shall be in writing and shall be served either in person or by registered letter directed to the Employee's last known address. Re-assignment or layoff notices served by registered letter shall be considered served effective the date of registration with the postal services or, if served in person shall be considered served effective the date of receipt by the Employee.
- (c) If a Regular part-time Employee is not entitled to a part-time position in a classification allocated to the pay grade equal to the pay grade of the position which the Employee is being removed from, the Employee shall be eligible for a part-time position within the Bargaining Unit allocated to the next lower pay grade, subject to the same conditions as outlined in Articles 33.05(a), 33.05(b), and so on, until such Employee is determined by the Employer to be entitled to fill a vacant part-time position, or to displace another Employee.
- (d)
 - (i) A displaced Regular Employee with a choice of positions to fill shall have a maximum of forty eight (48) hours from the receipt of such notice to provide the Employer with written notice of her choice of reassignment. An Employee who fails to provide the Employer with such written notice within the prescribed time limits shall be re-assigned by the Employer.
 - (ii) If more than one (1) Employee in the same pay grade is affected in accordance with Article 33.05(d)(i), then such Employees shall be simultaneously granted their preference in reassignment in descending order of seniority. Within seventy-two (72) hours, each affected Employee shall be required to provide the Employer with a number of prioritized preferences for reassignment in accordance with their seniority rank in the affected group. The Employer will then reassign the Employees.

(e) In the event a Regular Employee refuses a reassignment, and if such refusal causes a vacant position or positions to exist, then the Employer shall have the right to choose to fill such vacancies by any of the following methods.

- (i) Rescinding layoff or reassignment notices to other Employees; and/or
- (ii) Offering such vacancy to another Employee who is displaced or removed from a position due to implementation of the layoff procedures; and/or
- (iii) Posting the vacancy in accordance with the provisions of Article 31.

33.06 **Relief Assignment During Layoff** In the event a Regular Employee on layoff accepts an offer to work as a Relief Employee, such Employee shall be governed by the Collective Agreement provisions applicable to a Relief Employee, however, such Employee's seniority standing shall not be affected by the period of relief employment.

33.07 **Subcontracting, Leasing or Technological Change**

- (a) In the event Regular Employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the Bargaining Unit.
- (b) Regular Employees who are transferred by the Employer pursuant to Article 33.07 (a), to a lower paid position, shall continue to receive their previous rate of pay in accordance with Article 9.05.
- (c) Regular Employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff procedures of this Article.

33.08 A Regular Employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the Regular Employee has seniority rights. Failure by the Regular Employee to submit the premium payments will result in the Employer discontinuing premium payments for that Employee.

33.09 The operation of Article 33 shall not be construed as a violation of Articles 16 and 30.

ARTICLE 34: CASUAL EMPLOYEES

- 34.01 Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual Employees.
- 34.02 Casual Employees required to work on a Named Holiday shall be paid at one and one-half times (1½ x) their basic rate of pay for all hours worked on the Named Holiday.
- 34.03 Casual Employees shall be paid four decimal six percent (4.6%) of their earnings at the basic rate of pay, and of their vacation pay in lieu of Named Holidays.
- 34.04 Casual Employees shall be paid in addition to their earnings at the basic rate of pay:
- (a) Six percent (6%) of their earnings at the basic rate of pay during the first (1st) and subsequent employment years; or
 - (b) Eight percent (8%) of their earnings at the basic rate of pay during the fourth (4th) and subsequent employment years if applicable; in lieu of vacation.
- 34.05 Casual Employees shall be allowed:
- (a) Twenty-one (21) calendar days off without pay for their vacation after one (1) year of employment; or
 - (b) Twenty-eight (28) calendar days off without pay for their vacation after four (4) years of employment, if applicable.
- 34.06 In the event that a Casual Employee is required by the Employer to report to work and is then not permitted to commence work; or is required to return to duty at a later hour, she shall be compensated by receiving three (3) hours pay at the basic rate of pay.
- 34.07 Casual Employees are not entitled to participate in the Health Benefits Plan.
- 34.08 (a) A Casual Employee who has completed her shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of twenty-eight (\$.28) per kilometre from the Employee's residence to the Institution and return provided the return is prior to the commencement of her next shift.

- (b) A Casual Employee who normally travels from the Institution to her place of residence by means of public transportation following the completion of her duty shift but who is prevented from doing so by being required to remain on duty longer than her regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Institution to her place of residence.
- 34.09 (a) The Employer shall determine when overtime is necessary and for what period of time it is required:
- (i) All authorized overtime worked in excess of and in conjunction with seven and three-quarter ($7 \frac{3}{4}$) hours per day shall be paid at the rate of two times (2 x) the basic rate of pay; or
 - (ii) All overtime worked in excess of seventy-seven and one-half ($77 \frac{1}{2}$) hours in a fourteen (14) calendar day period shall be paid at two times (2 x) the basic rate of pay; whichever is greater;
- (b) Failure to provide at least ten (10) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than ten (10) hours rest between scheduled shifts.
- (c) When a Casual Employee is regularly scheduled, she shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.
- 34.10 Casual Employees will be entitled to time off without pay in lieu of Bereavement Leave pursuant to Article 28 of this Collective Agreement.
- 34.11 Casual Employees do not accumulate seniority.
- 34.12 Workers' Compensation Board coverage will be provided for Casual Employees.
- 34.13 A Casual Employee who has initiated a grievance shall have access to review her personnel file upon service of at least one (1) day's notice.
- 34.14 The provisions of Article 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 19, 29, 31.04 and 35 shall apply to Casual Employees.
- 34.15 A Casual Employee who is employed in a regularly scheduled full-time or part-time capacity

and who is called back and required to return to work outside of her regular hours shall be paid for any one (1) call at either:

- (a) The overtime rate as specified in Article 34.09 (a);
- (b) Four (4) hours at the basic rate of pay, whichever is greater.

34.16 The provisions of Article 16.01 through 16.04, and 16.07 apply to Casual Employees employed in a regularly scheduled full-time or part-time capacity and:

- (a) The provisions of Article 16.05 apply to Casual Employees who are employed in a regularly scheduled full-time capacity.
- (b) The provisions of Article 16.06 apply to Casual Employees who are employed in a regularly scheduled part-time capacity.

34.17 Casual Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time, which shall be scheduled by the Employer.

Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.

ARTICLE 35: RETROACTIVITY

35.01 An Employee whose employment has terminated prior to the date upon which this Collective Agreement is signed by the Employer, shall be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding Collective Agreement and one (1) month after the signing of this Collective Agreement a written application for such retroactive salary.

ARTICLE 36: COPIES OF COLLECTIVE AGREEMENT

36.01 Within sixty (60) days of the signing of this Collective Agreement the Employer shall provide the Employee with a copy.

36.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

36.03 The Agreement shall be printed in pocket size form and the costs shall be shared equally

between the parties.

** ***** **

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

On behalf of the UNION

On behalf of the EMPLOYER

.....
.....

.....
.....

Signed this day of 2008.

SALARIES SCHEDULE

| CLASSIFICATION | STEP 1 | STEP 2 | CLASSIFICATION | STEP 1 | STEP 2 |
|------------------------------------|---------------|---------|------------------------------------|-----------------|---------|
| | April 1, 2008 | | | October 1, 2008 | |
| Unit Clerk | \$14.40 | \$15.98 | Unit Clerk | \$14.54 | \$16.14 |
| Clerk II | \$14.40 | \$15.98 | Clerk II | \$14.54 | \$16.14 |
| Food Services Aide | \$12.64 | \$13.91 | Food Services Aide | \$12.77 | \$14.05 |
| Food Services Attendant | \$13.79 | \$15.15 | Food Services Attendant | \$13.93 | \$15.30 |
| Cafeteria Lead Hand | \$14.82 | \$16.18 | Cafeteria Lead Hand | \$14.97 | \$16.34 |
| Cook I | \$16.43 | \$18.23 | Cook I | \$16.59 | \$18.41 |
| Support Services Aide | \$12.64 | \$13.91 | Support Services Aide | \$12.77 | \$14.05 |
| Support Services Specialist | \$13.79 | \$15.15 | Support Services Specialist | \$13.93 | \$15.30 |
| Laundry Services Attendant | \$13.79 | \$15.15 | Laundry Services Attendant | \$13.93 | \$15.30 |
| Maintenance Worker with Class 4 | \$22.80 | \$24.21 | Maintenance Worker with Class 4 | \$23.03 | \$24.45 |
| Maintenance Worker without Class 4 | \$22.80 | | Maintenance Worker without Class 4 | \$23.03 | |

| CLASSIFICATION | STEP 1 | STEP 2 | CLASSIFICATION | STEP 1 | STEP 2 |
|------------------------------------|---------------|---------|------------------------------------|-----------------|---------|
| | April 1, 2009 | | | October 1, 2009 | |
| Unit Clerk | \$14.98 | \$16.62 | Unit Clerk | \$15.13 | \$16.79 |
| Clerk II | \$14.98 | \$16.62 | Clerk II | \$15.13 | \$16.79 |
| Food Services Aide | \$13.15 | \$14.47 | Food Services Aide | \$13.28 | \$14.61 |
| Food Services Attendant | \$14.35 | \$15.76 | Food Services Attendant | \$14.49 | \$15.92 |
| Cafeteria Lead Hand | \$15.42 | \$16.83 | Cafeteria Lead Hand | \$15.57 | \$17.00 |
| Cook I | \$17.09 | \$18.96 | Cook I | \$17.26 | \$19.15 |
| Support Services Aide | \$13.15 | \$14.47 | Support Services Aide | \$13.28 | \$14.61 |
| Support Services Specialist | \$14.35 | \$15.76 | Support Services Specialist | \$14.49 | \$15.92 |
| Laundry Services Attendant | \$14.35 | \$15.76 | Laundry Services Attendant | \$14.49 | \$15.92 |
| Maintenance Worker with Class 4 | \$23.72 | \$25.18 | Maintenance Worker with Class 4 | \$23.96 | \$25.43 |
| Maintenance Worker without Class 4 | \$23.72 | | Maintenance Worker without Class 4 | \$23.96 | |

| CLASSIFICATION | STEP 1 | STEP 2 | CLASSIFICATION | STEP 1 | STEP 2 |
|------------------------------------|---------------|---------|------------------------------------|-----------------|---------|
| | April 1, 2010 | | | October 1, 2010 | |
| Unit Clerk | \$15.58 | \$17.29 | Unit Clerk | \$15.74 | \$17.46 |
| Clerk II | \$15.58 | \$17.29 | Clerk II | \$15.74 | \$17.46 |
| Food Services Aide | \$13.68 | \$15.05 | Food Services Aide | \$13.82 | \$15.20 |
| Food Services Attendant | \$14.92 | \$16.40 | Food Services Attendant | \$15.07 | \$16.56 |
| Cafeteria Lead Hand | \$16.04 | \$17.51 | Cafeteria Lead Hand | \$16.20 | \$17.69 |
| Cook I | \$17.78 | \$19.72 | Cook I | \$17.96 | \$19.92 |
| Support Services Aide | \$13.68 | \$15.05 | Support Services Aide | \$13.82 | \$15.20 |
| Support Services Specialist | \$14.92 | \$16.40 | Support Services Specialist | \$15.07 | \$16.56 |
| Laundry Services Attendant | \$14.92 | \$16.40 | Laundry Services Attendant | \$15.07 | \$16.56 |
| Maintenance Worker with Class 4 | \$24.68 | \$26.19 | Maintenance Worker with Class 4 | \$24.93 | \$26.45 |
| Maintenance Worker without Class 4 | \$24.68 | | Maintenance Worker without Class 4 | \$24.93 | |

SALARIES SCHEDULE CONTINUED

THERAPY ASSISTANT

| EFFECTIVE APRIL 1, 2008 | | | | | | EFFECTIVE OCTOBER 1, 2008 | | | | | |
|-------------------------|---------|---------|---------|---------|---------|---------------------------|---------|---------|---------|---------|---------|
| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| \$16.60 | \$17.29 | \$17.99 | \$18.70 | \$19.41 | \$20.07 | \$16.77 | \$17.46 | \$18.17 | \$18.89 | \$19.60 | \$20.27 |

| EFFECTIVE APRIL 1, 2009 | | | | | | EFFECTIVE OCTOBER 1, 2009 | | | | | |
|-------------------------|---------|---------|---------|---------|---------|---------------------------|---------|---------|---------|---------|---------|
| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| \$17.27 | \$17.98 | \$18.72 | \$19.46 | \$20.19 | \$20.88 | \$17.44 | \$18.16 | \$18.91 | \$19.65 | \$20.39 | \$21.09 |

| EFFECTIVE APRIL 1, 2010 | | | | | | EFFECTIVE OCTOBER 1, 2010 | | | | | |
|-------------------------|---------|---------|---------|---------|---------|---------------------------|---------|---------|---------|---------|---------|
| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| \$17.96 | \$18.70 | \$19.48 | \$20.24 | \$21.00 | \$21.72 | \$18.14 | \$18.89 | \$19.67 | \$20.44 | \$21.21 | \$21.94 |

LETTER OF UNDERSTANDING #1

between

ST. MICHAEL'S HEALTH CENTRE
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
(hereinafter referred to as the "Union")

RE: SEVERANCE

The parties hereby agree as follows:

1. 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.
2. A Regular Employee who has received layoff notice in accordance with Article 33 and for whom no alternate vacant position is available, and she does not have the right to displace an Employee with less seniority, shall have the option to select either of:
 - (a) Layoff with the recall rights as specified under Article 33 of the Collective Agreement; or
 - (b) Severance as offered in accordance with this Letter of Understanding.
3. An Employee shall be eligible for severance calculated as follows:
 - (a) The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum of twenty-four (24) weeks.
 - (b) Regular Salary = (regularly scheduled hours of work as at the date of application for the program) X (basic rate of pay).
 - (c) Continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.
 - (d) Service in excess of eight months shall be considered a full year. Less than eight (8) months will be pro-rated.
 - (e) Severance will be offered as:
 - working notice
 - lump sum
 - contribution to an RRSP of the Employee's choice
 - any combination of the above, as defined by the Employer
 - other provisions as agreed by the Employer and the Employee
4. The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.

LETTER OF UNDERSTANDING #1
CONTINUED

5. A Regular Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. Regular Employees whose application for severance is approved will terminate their employment and have no right to recall under Article 33 Layoff & Displacement Procedure.
7. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date of notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance 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 33 of this Collective Agreement.
8. Employees whose application for severance are approved will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.
9. The parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary Leaves of Absence, transfers and voluntary separation programs, including early retirement, job sharing or severance agreements, in order to minimize the impact on Employees.
10. An Employee may be considered for hire by an Employer referred to in point 8 above, provided they repay the Employer from whom severance is received, the difference, if any, between the time they were terminated and the length of time for which severance was paid.
11. An Employer will only consider a severance application from an Employee on sick leave, WCB or LTD where the Employee has provided medical evidence satisfactory to the Employer that they are fit to return to work.
12. The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable on the part of the Employee.
13. The Employer will delay until November 1, 2005, any contracting out of work performed by Employees in this bargaining unit, which would result in job loss. However, this Letter of Understanding does not prevent contracting out due to the performance of extra work required by the Employer, provided the performance of the aforementioned work does not reduce the regular hours of work of any Regular Employee.
14. This Letter of Understanding shall expire on March 31, 2011.

On behalf of the UNION

On behalf of the EMPLOYER

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Signed this day of 2008.

LETTER OF UNDERSTANDING #2

between

ST. MICHAEL'S HEALTH CENTRE
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
(hereinafter referred to as the "Union")

RE: HOURS OF WORK **Full-Time Housekeeping/Cleaning Employees**

Both parties agree that for the Department of Housekeeping (Cleaning Group), Article 16.05 (a) Full-Time Employees, shall read:

- (a) Normal hours of work, exclusive of meal periods, for regular full-time Employees, shall be:
 - (i) Seven and one-half (7½) work hours per day; and
 - (ii) Seventy-five (75) work hours in a fourteen (14) calendar day period.

Both parties also agree that any other related Articles to Article 16 (a) Full-Time Employees (eg., Overtime, Vacations, Sick Bank) shall be as per this Letter of Agreement).

Effective no earlier than April 1, 2009, the parties agree to implement a new classification of "Hospitality Aide". At such time as the new classification is implemented in accordance with Article 16.05, full-time Employees addressed under this Letter of Understanding will have their hours adjusted to seven point seven five (7.75) hours per day, and in accordance with Article 16.06, part-time Employees will have their hours adjusted to up to seven point seven five (7.75) hours per day in accordance with Article 16 of the main body of the Collective Agreement.

This Letter of Agreement shall be in force and effect until the implementation of the new classification of "Hospitality Aide" at which time this Letter of Understanding will be null and void.

On behalf of the UNION

On behalf of the EMPLOYER

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Signed this day of 2008.

LETTER OF UNDERSTANDING #3

between

ST. MICHAEL'S HEALTH CENTRE
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
(hereinafter referred to as the "Union")

RE: LABOUR/MANAGEMENT COMMITTEE

The parties agree to the following:

1. The Committee will consist of two (2) members for the Union and two (2) members for the Employer.

On behalf of the UNION

On behalf of the EMPLOYER

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Signed this day of 2008.

LETTER OF UNDERSTANDING #4

between

ST. MICHAEL'S HEALTH CENTRE
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
(hereinafter referred to as the "Union")

RE: TEMPORARY EMPLOYEES

With the insertion of Article 2: Definitions, "Temporary Employee", both parties agree to meet to discuss the impact of this definition in relationship ship to Articles 30.02 and 30.08.

Areas of discussion may include any of the following:

- (a) Benefits: Temporary Employees would have rights to benefits after six (6) months in a temporary position.
- (b) Seniority: Temporary Employees would accrue seniority during a temporary position.
- (c) Temporary Employees will not have the right to grieve the termination of their temporary position.
- (d) A Casual Employee who takes a temporary position shall revert back to their casual position upon completion of a temporary position. Temporary Employees are not able to apply for any other temporary posting unless start date is after completion of current temporary position.
- (e) Vacation pay would be paid on each pay cheque.

On behalf of the UNION

On behalf of the EMPLOYER

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Signed this day of 2008.

LETTER OF UNDERSTANDING #5

between

ST. MICHAEL'S HEALTH CENTRE
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
(hereinafter referred to as the "Union")

RE: RETENTION BONUS

This Letter of Understanding shall apply to Employees covered under this Collective Agreement and employed on the established dates in this Letter of Understanding. For the purpose of this Letter of Understanding, "regularly scheduled hours worked" shall exclude overtime, vacation and sick hours. As Casual Employees do not have regularly scheduled hours they will be recognized for this retention bonus for all hours worked, excluding overtime.

Retention Bonus Payment

- All Employees, including Casual Employees and Red Circled Employees, who are employed under this Collective Agreement and are employed on October 15, 2008, shall receive on their October 25, 2008 pay cheque an amount based on twenty five cents (\$.25) for all regularly scheduled hours worked between April 1, 2008 and September 30, 2008.
- All Employees, including Casual Employees and Red Circled Employees, who are employed under this Collective Agreement and are employed on April 15, 2009, shall receive on their April 25, 2009 pay cheque an amount based on twenty five cents (\$.25) for all regularly scheduled hours worked between October 1, 2008 and March 31, 2009.
- All Employees, including Casual Employees and Red Circled Employees, who are employed under this Collective Agreement and are employed on October 25, 2009, shall receive on their October 25, 2009 pay cheque an amount based on twenty five cents (\$.25) for all regularly scheduled hours worked between April 1, 2009 and September 30, 2009.
- All Employees, including Casual Employees and Red Circled Employees, who are employed under this Collective Agreement and are employed on April 15, 2009, shall receive on their April 25, 2010 pay cheque an amount based on twenty five cents (\$.25) for all regularly scheduled hours worked between October 1, 2009 and March 31, 2010.

On behalf of the UNION

On behalf of the EMPLOYER

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Signed this day of 2008.
LETTER OF UNDERSTANDING #6

between

ST. MICHAEL'S HEALTH CENTRE

(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408

(hereinafter referred to as the "Union")

RE: IMPLEMENTATION OF "HOSPITALITY AIDE"

With the implementation of a new classification called "Hospitality Aide", effective no later than April 1, 2009, the parties agree to the following:

1. All Employees who are actively employed in the current Food Services and Support Services Aides classifications shall be reclassified as "Hospitality Aides".
2. For the purpose of this provision only, on a without prejudice basis, "actively employed" shall include Employees who are on paid or unpaid leaves of from their Food Services or Support Services classifications on the effective date of the change.
3. To assist Employees moving into the new classifications, the Employer may provide in-service training and shall provide required and appropriate education internally or externally.
4. Prior to implementation, the Labour/Management Committee will meet to discuss concerns as they arise.

On behalf of the UNION

On behalf of the EMPLOYER

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Signed this day of 2008.

LETTER OF UNDERSTANDING #7

between

ST. MICHAEL'S HEALTH CENTRE
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
(hereinafter referred to as the "Union")

RE: CLERK III – BRIDGES PROGRAM

The parties agree that the position currently held by Lucy Waterford in the Bridges Program will be maintained as a Clerk III. Any changes to this will go through the normal processes as outlined in Article 9.

Salary and benefits will be reflective of this.

On behalf of the UNION

On behalf of the EMPLOYER

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Signed this day of 2008.