

# COLLECTIVE AGREEMENT

BETWEEN

ST. MICHAEL'S HEALTH CENTRE

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES

**CUPE** Local 408

representing

General Support Services Employees

April 1, 2018 through March 31, 2020

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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**

The Parties agree that the primary purpose of the Employer and its Employees is to provide quality health care with compassion and in accordance with the vision, mission and values of Covenant Health. 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, clients, patients, 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, including appendices hereto, unless altered by mutual consent of both Parties, shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification of this Collective Agreement up to and including March 31, 2020 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 Clause 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 or a strike or lockout commences as prescribed in *Section 130 of the Alberta Labour Relations Code*.

## ARTICLE 2: DEFINITIONS

- 2.01 "Union" shall mean the Canadian Union of Public Employees Local which is Party to this Collective Agreement.
- 2.02 "Employer" shall mean and include such persons as may be, appointed or designated to carry out administrative duties in respect of the operation and management on behalf of Covenant Health.
- 2.03 "Employee" shall mean any person who is employed by 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 on regularly scheduled shifts of a continuing nature:
    - (i) "Regular Full-time Employee" is an Employee who is scheduled to work the full specified hours in Article 16.
    - (ii) "Regular Part-time Employee" is an Employee who works scheduled shifts pursuant to Article 16 provided that such hours of work are less than those specified for Regular Full-time Employees.
  - (b) "Casual Employee" is:
    - (i) one who is hired to relieve for absences resulting from sickness, injury, vacation, Named Holiday or any Leaves of Absence, the duration of which shall not exceed three (3) months; or
    - (ii) one who is hired for a specific job, the duration of which will not exceed three (3) months.

A Casual Employee may work either full-time or part-time hours.
  - (c) "Temporary Employee" is one who is hired:
    - (i) For a period of more than three (3) months and less than twelve (12) months for a specific job; or
    - (ii) to replace a Regular Full-time or Regular Part-time Employee who is on an approved Leave of Absence for a period in excess of three (3) months; or
    - (iii) to replace a Regular Full-time or Regular Part-time Employee who is on a Leave due to illness or injury where the Employee has indicated that the duration of such Leave will be in excess of three (3) months.

A Temporary Employee may work either full-time or part-time hours.

- 2.04 “Basic Rate of Pay” shall mean the applicable rate in the pay range of the Employee’s classification as set out in the Salary Schedule, exclusive of any premium payments or allowances.
- 2.05 The singular shall include the plural and vice versa.
- 2.06 “Shift” means the scheduled hours of work exclusive of overtime hours:
- (a) “Day Shift”  
– the majority of scheduled hours fall within the period of 0700 to 1500 hours;
  - (b) “Evening Shift”  
– the majority of scheduled hours fall within the period of 1500 hours to 2300 hours;
  - (c) “Night Shift”  
– the majority of scheduled hours fall within the period of 2300 hours to 0700 hours.
- 2.07 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.
- 2.08 “Cycle of the Shift Schedule” shall be defined as that period of time which is required for a shift schedule to repeat itself or six (6) weeks.
- 2.09 A “Grievance” shall mean any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.
- 2.10 Seniority is defined as the length of continuous employment with the Employer as determined by the latest date of hire within the Bargaining Unit. Seniority shall not apply during the Probation Period, however, once the Probation Period has been completed, seniority shall be credited from the latest date of hire within the Bargaining Unit subject to Article 36. Should a dispute arise regarding an Employee’s seniority date, the Parties will exchange the information necessary to establish the accurate seniority date. If the Parties agree on the correction, the information will be corrected accordingly. Failing such agreement, the Employee’s seniority date shall remain as originally established by the Employer.
- 2.11 “Vacation” shall mean annual vacation with pay.
- 2.12 “Vacation Year” means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of April in each calendar year and concluding on the thirty-first (31<sup>st</sup>) day of March of the following calendar year.
- 2.13 “Weekend” shall mean Saturday and Sunday.
- 2.14 Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time Employees.
- 2.15 “Pyramiding” means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.

### 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 exclusive 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*. The Employer recognizes the Union as exclusive bargaining agent for all Employees within the classifications listed in the Collective Agreement.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement with the Employer which may be in conflict with the terms of this Collective Agreement.
- 4.03 Correspondence:  
All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Senior Administrator or Designate and the President of the Local or their Designate.
- 4.04 Directive:  
Copies of all directives issued by the Senior Administrator or Designate that apply to the members of this Union shall be forwarded to the Union and communicated to the Employees.
- 4.05 Employees whose jobs are not in the Bargaining Unit shall not work on any job which is included in the Bargaining Unit, except for purposes of instruction, in an emergency and provided that the act of performing the work does not reduce the hours of work or pay of any Employee.
- 4.06 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 rights as outlined in this Collective Agreement.
- 4.07 The Employer agrees to recognize duly appointed or elected Officers of the Local Union to deal with matters affecting Employees whom they represent in the worksite.
- 4.08 The Union shall supply the Employer with a list of all Officers and shall notify the Employer immediately, in writing, of any changes.
- 4.09 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. Attendance at the presentation shall not be compulsory. A representative of the Employer may be present at such presentation.

## **ARTICLE 5: UNION MEMBERSHIP, SECURITY AND 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 this Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain their 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 with the Employer. In all instances such deductions shall be forwarded to the Union not later than the fifteenth (15<sup>th</sup>) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each Employee's name and the amount deducted from each Employee.
- 5.03 A quarterly statement shall be forwarded to the Union showing the following information for each Employee:
- (i) Name;
  - (ii) Date of hire;
  - (iii) Mailing address on file;
  - (iv) Telephone number on file;
  - (v) Current Full-time Equivalent (FTE);
  - (vi) Classification;
  - (vii) Seniority date, and
  - (viii) Status (Regular Full-time, Regular Part-time, Casual or Temporary).
- 5.04 The Employer shall note the individual Union dues deducted and enter the amount on T4 slips issued for income tax purposes.
- 5.05 The Union will provide the Payroll section of the Employer with sixty (60) calendar days' notice of changes in the amounts of dues deductions.
- 5.06 The Employer will provide to the union, on a monthly basis, a listing of Employees who terminated from the Employer in the previous month, inclusive of the Employee name and Employee number.

## **ARTICLE 6: MANAGEMENT RIGHTS**

- 6.01 Management reserves all rights not specifically restricted by this Collective Agreement.
- 6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) Maintain order, discipline and efficiency;



- (b) Make, alter, and enforce, from time-to-time, rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;
- (c) Direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time-to-time in any work unit or classification and to determine whether or not a position, work unit, or classification will either be continued or declared redundant;
- (d) Hire, promote, transfer, layoff and recall;
- (e) Demote, discipline, suspend or discharge for just cause.

6.03 Upon request, the Employer will provide a copy of all Human Resource policies to the Union.

6.04 The Employer shall exercise its rights in a manner, which is consistent with the terms of this Collective Agreement.

## **ARTICLE 7: DISCRIMINATION, ABUSE AND HARASSMENT**

7.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect.

7.02 There shall be no discrimination, restriction or coercion exercised or practiced by either Party in respect of any Employee by reason of age, race, colour, place of origin, ancestry, political or religious beliefs, gender, gender identity, gender expression, sexual orientation, marital status, source of income, family status, physical or mental disability nor by reason of membership or non-membership or activity in the Union, or because of their connection with trade Union organization nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

7.03 The foregoing shall not apply with respect to the refusal, limitation, specification or preference based upon a bona fide occupational requirement.

7.04 The Employer shall maintain current policies to ensure the workplace is free from harassment, abuse and discrimination. Should the Employer change, modify or remove the policy, the Union will be notified of the change.

7.05 For the purpose of this Agreement, abuse and harassment are defined as set out in the Employer Policy, *Alberta Human Rights* and *Alberta Occupational Health and Safety Acts*.

## ARTICLE 8: OCCUPATIONAL HEALTH AND 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 An Occupational Health and Safety Committee shall be established, and the Union shall have the right to designate up to two (2) members and alternates of the Bargaining Unit as members 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. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.
- 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 worksite.
- 8.07 The Committee shall assist the Employer:
- (a) By identifying situations which may be unhealthy or unsafe in respect of the worksite and make appropriate recommendations;
  - (b) In the development and promotion of measures to protect the safety and health of Employees on the Site, and to check the effectiveness of such measures.
- 8.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety and security 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. The Board shall reply in writing to the Committee within thirty (30) days of the presentation by the Committee.

- 8.09 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*.
- 8.10 The Employer shall implement a psychological health and safety plan consistent with the current CSA psychological health and safety standard in the workplace. Aspects of this plan relevant to a particular workplace may be reviewed annually by the Health and Safety Committee.
- 8.11 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections, including monitoring.

## **ARTICLE 9: JOB CLASSIFICATION DESCRIPTIONS AND REVIEW PROCEDURE**

- 9.01 (a) The Employer and the Union mutually agree the classifications listed in the Salary Schedule in this Collective Agreement shall remain in force and effect throughout the life of this Agreement.
- (b) Upon request, the Employer shall provide the Union with copies of all job descriptions including qualifications and classifications of the positions.
- 9.02 New Classifications:
- (a) In the event the Employer creates a new classification which falls within the scope of the Bargaining Unit in accordance with Clause 4.01 of this Agreement, the Employer shall have the right to establish the Basic Rate of Pay for such classification and to fill any positions within such classification in accordance with Article 33. Within seven (7) days, exclusive of Saturdays, Sundays and Named Holidays, from the creation of such classification, the Employer will:
- (i) notify the Union in writing of the creation of the classification and the rate of pay.
- (ii) provide classification specifications for the new classification to the Union.
- (b) In the event that the Basic Rate of Pay for the new classification established by the Employer is not acceptable, the Union shall, within thirty (30) calendar days, from the date they received notification of the Basic Rate of Pay for the new classification, notify the Employer that they wish to negotiate the Basic Rate of Pay for the new classification.
- (c) The Employer and the Union shall meet to negotiate the Basic Rate of Pay for the new classification.
- (d) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days, from the date that the Union received the Basic Rate of Pay for the new classification, the Union shall have an additional fourteen (14) days, exclusive of Saturdays, Sundays and Named Holidays, to refer in writing, the matter of the Basic Rate of Pay for the new classification to Arbitration in accordance with Clause 12.02, Step IV – Arbitration.
- (e) Should the Parties through discussion and negotiation not be able to agree to a position title, it is understood that the Employer's decision in respect to the

position title shall not be subject to the Arbitration procedure in this Collective Agreement or under the *Code*.

- (f) Any adjustments resulting from the creation of the classification shall become effective from the date the Employer notified the Union of the creation of the classification.

#### 9.03 Change to Existing Classifications:

- (a) If changes have the effect of significantly altering the core functions of an existing classification listed in the Salary Schedule, the amended job description and classification specifications shall be provided to the Union. The Union may, within thirty (30) calendar days from the date they received written notification of the change, notify the Employer that they wish to negotiate the Basic Rate of Pay for that classification.
- (b) If the Union is notified of the change within the four (4) month period prior to the expiration date of the Collective Agreement, negotiation and resolution of the Basic Rate of Pay shall occur during the negotiation of the next Collective Agreement between the Parties.
- (c) If the Union is notified of the change before the four (4) month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:
  - (i) The Employer and the Union shall meet to negotiate the Basic Rate of Pay for the classification for which the job description has been changed;
  - (ii) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received notification of the change, the Union shall have the right to refer, in writing, the matter of the Basic Rate of Pay for the classification to the Classification Appeal Committee as per Clause 9.05(b).
- (d) Any adjustments resulting from the change to an existing classification shall become effective from the date the Employer notified the Union of the change in the classification.

#### 9.04 Change in Job Content:

Any Employee who considers their position should be reclassified due to a significant change in job content shall have the privilege of appeal, as per Clause 9.05.

#### 9.05 Classification Appeal Committee:

##### (a) STEP 1

The request to appeal a classification decision shall be in writing and signed by the Employee. The request to appeal shall list the reasons for disagreeing with the classification decision. The appeal shall be requested by the Employee to the Employee's immediate Supervisor within ten (10) days, exclusive of Saturdays, Sundays and Named Holidays, of the time that the Employee reasonably became

aware of the Employer's classification decision. The decision regarding the classification appeal shall be made known to the Employee within three (3) months of receipt of the written appeal. A copy of all appeals shall be sent to the President of the Union.

Should the Employee not agree with the decision they may, within ten (10) days, exclusive of Saturdays, Sundays and Named Holidays, request that the classification decision be reviewed by a representative of the Classification and Compensation department. The decision of the Employer from the Classification and Compensation department shall be made known to the Employee within ten (10) days, exclusive of Saturdays, Sundays and Named Holidays, of receipt of the request.

(b) STEP 2

Within ten (10) days, exclusive of Saturdays, Sundays and Named Holidays, of receipt of the decision of the Classification and Compensation Department, the Employee and/or Union may submit to the Human Resources Department a written request to have the classification decision reviewed by a Classification Appeal Committee. The Classification Appeal Committee shall consist of the Vice-President of the Site or Department, where applicable, or a designate, a representative from the Human Resources Department and a representative of the Union. Upon receipt of the appeal, a meeting, if requested by either Party, shall be arranged by the Employer within thirty (30) calendar days. The Parties shall be permitted to present information relevant to the classification of the position to the Classification Appeal Committee.

The Classification Appeal Committee shall render a classification decision, in writing, to be forwarded to the Union and the applicant within ten (10) days, exclusive of Saturdays, Sundays and Named Holidays, of the date of the meeting. The decision of the Appeal Committee shall be final and binding on the Parties.

The effective date of a reclassification to a higher rate of pay shall be the date the application to the Supervisor was first submitted.

9.06 Classification Adjustment:

In the event that the Employer changes the classification 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 remain on the pay range of the former classification and continue to accumulate entitlement salary increments within the pay range for a period of twelve (12) months from the date of the reclassification. After the expiry of the twelve (12) month period, the Employee shall not have their Basic Rate of Pay altered until such time as the Basic Rate of Pay in the lower paid classification is equal to or greater than the Employee's Basic Rate of Pay in effect at the expiry of the twelve (12) month period.

9.07 In the event that the Union does not comply with the time limits established in Clause 9.02, the Basic Rate of Pay established by the Employer for the new job classification shall prevail.

9.08 In the event that the Union does not comply with the time limits established in Clause 9.03, the Basic Rate of Pay for the classification for which the core functions have changed shall prevail.

9.09 Time Limits:

The time limits established in this Article may be extended by mutual agreement.

9.10 An Arbitration Board established in accordance with Clause 9.02 shall have the authority to deal with the establishment of the Basic Rate of Pay for the matter that has been referred to the Arbitration Board.

## **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 At Sites 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 with in any way in the performance of their 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 they will not leave their work during working hours except to perform their duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave their work without obtaining the permission of their 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 Steps in the Grievance Procedure:

(a) Step I – Immediate Supervisor and Employee (Initial Discussion):

An Employee who believes that they have a problem arising out of the interpretation, application, administration or alleged violation of this Collective Agreement shall first discuss the matter with their immediate Supervisor within ten (10) days of the date they first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an Employee normally receives their work assignments. The Employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with the immediate Supervisor.

A sincere attempt shall be made by both Parties through discussion to resolve the problem at this level. The immediate Supervisor shall advise the Employee of the decision within ten (10) days of the date when the matter was first discussed. In the event that it is not resolved satisfactorily within ten (10) days of its being discussed with the immediate Supervisor, it may then become a written grievance and may be advanced in accordance with the following Steps.

(b) Step II – Human Resources (Submission of Grievance):

If the grievance is not resolved under Step I above, the grievance shall, within ten (10) days of the decision of the immediate Supervisor, be forwarded in writing by the Union and the Employee concerned, to Human Resources, specifying the nature of the grievance and the redress sought. Human Resources shall forward the grievance to the appropriate Manager or designate who will render a decision in writing to the Union within ten (10) days of the receipt of the grievance by Human Resources.

(c) Step III – Senior Management:

If the grievance is not settled under Step II above, the Union shall, submit the grievance in writing to the Senior Management or Designate, within ten (10) days of receipt of the decision of the Employer under Step II, and the Senior Management shall render a decision to the Union in writing within ten (10) days.

(d) Step IV – Arbitration:

Either Party wishing to submit a grievance to Arbitration shall, within twenty (20) days of receiving the decision of the Senior Management or Designate, notify the other Party in writing of its intention to submit the grievance to arbitration and name its Nominee to the Arbitration Board. The Party receiving such notice shall, within ten (10) days of receipt of such notice, notify the other Party of its Nominee to the Arbitration Board. The two (2) appointees so named shall, within

twenty (20) days, appoint a third (3<sup>rd</sup>) person who shall be the Chairperson of the Arbitration Board.

- (i) If the two (2) members fail to appoint a third (3<sup>rd</sup>) person within the time limits, the Director of Mediation Services shall appoint a third (3<sup>rd</sup>) member who shall be Chairperson of the Arbitration Board.
- (ii) The Arbitration Board shall hear and determine the difference and shall issue a decision in writing. 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 decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be decision of the Board.
- (iii) 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.
- (iv) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- (v) If the Arbitration Board determines that an Employee has been discharged or otherwise disciplined by the Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitration Board may substitute some other penalty for the discharge or discipline that to the Arbitration Board seems just and reasonable in all the circumstances.

#### 12.03 Grievance Definitions:

(a) Group Grievances:

In the event that the difference affects two (2) or more Employees, the grievances may be grouped upon agreement of both Parties and dealt with as a single grievance commencing at Step II. The timelines outlined in this Article shall apply.

(b) Policy Grievance:

- (i) Where a dispute involving the question of general application or interpretation occurs the Union may initiate a Policy Grievance within ten (10) days of the date the Union first became aware of, or reasonably should have become aware of, the occurrence.
- (ii) 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.

#### 12.04 Complaints:

If an Employee has a complaint as opposed to a grievance, they may take the matter up under this procedure, but the complaint shall not be processed beyond Step III and the decision of the Senior Administrator or their Designate shall be binding.



12.05 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. Management shall have the right at any time to have the assistance of Human Resources Personnel or Designate.

12.06 Suspension and Dismissal:

In the event an Employee alleges dismissal or suspension without just cause, the Employee may commence a grievance at Step II. The grievance shall be filed within ten (10) days of the occurrence.

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

12.08 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.

12.09 Should the Employee or the Union fail to comply with any time limit in the Grievance Procedure, the grievance shall 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, unless the Parties have mutually agreed, in writing, to extend the time limits.

12.10 Replies in Writing:

Replies to grievances shall be in writing at all stages except Step 1.

12.11 Facilities for Grievances:

The Employer shall supply the necessary facilities for joint grievance meetings.

12.12 Mutually Agreed Changes:

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

12.13 Grievances affecting departments other than the Employee's department (i.e. transfers and promotions) will be commenced with Human Resources.

12.14 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.

12.15 The Employer and the Union may mutually agree to the use of a single Arbitrator instead of an Arbitration Board as provided in Clause 12.02. If the Parties are unable to agree upon the choice of a person to act as a single Arbitrator, application shall be made to the Director of Mediation Services to appoint a single Arbitrator.

## ARTICLE 13: PROBATION PERIOD

- 13.01 An Employee shall serve a single Probationary Period of five hundred and three point seven-five (503.75) hours worked for each period of continuous employment not interrupted by termination or dismissal. In the case of Part-time, Temporary, or Casual Employees upon completion of six (6) calendar months of employment and who have not completed five hundred and three point seven-five (503.75) hours, their Probationary Period shall be deemed to have been completed. If such Employee is found to be unsatisfactory during the Probation Period, they may be terminated at any time during that period without notice or pay in lieu thereof. Such termination shall not be subject to the grievance procedure.
- 13.02 During the Probationary Period an Employee will be restricted from transferring outside the department until they have completed the Probationary Period.
- 13.03 The Probation Period may be extended upon mutual agreement between the Employer and the Union for a period up to an additional five hundred and three point seven-five (503.75) hours worked.
- 13.04 Employees shall be kept advised of their progress during the Probation Period.
- 13.05 A Probationary Employee who is absent for any reason on a scheduled work day may have their Probation Period extended by the number of working days equal to the number of working days absent. A Probationary Employee who is transferred to another classification will be required to complete the remainder of the Probation Period.

## ARTICLE 14: SALARIES

- 14.01 The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salary Schedule 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 Salary Schedule upon completion of two thousand twenty-two point seven-five (2,022.75) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred thirteen point five (1,813.5) hours worked at each subsequent Pay Step in the pay range.
- 14.03 Upon verification of a new Employee having job specific and relevant experience within the preceding twelve (12) months, the Employee's starting salary may be adjusted one (1) salary increment for each full year of experience (i.e. 2022.75 hours), up to the top increment of the pay range.
- 14.04 (a) When an Employee achieves a position in a classification within the Salary Schedule, with the same end rate as their present classification, such Employee shall move to the Pay Step which is equal to their present Basic Rate of Pay, or if there is no such Pay Step, they shall move to the Pay Step that has a Basic Rate of Pay that is next higher to their present Basic Rate of Pay.

- (b) When an Employee achieves a position in a classification within the Salary Schedule having a higher end rate than their present classification, the salary of such Employee shall be advanced to the same Step in the new pay range. Where the same Step in the new pay range is less than or equal to the Employee's current rate of pay, they shall advance to the next Step in the new pay range that provides an increase.
- (c) When an Employee achieves a position in a classification within the Salary Schedule having a lower end rate than their present classification, they shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in their present Basic Rate of Pay.
- (d) When an Employee achieves a position in a classification in accordance with Clauses 14.04(a), 14.04(b) or 14.04(c) the hours worked since their last increment shall be credited towards their next increment in the new position.

- 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 errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements 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. The repayment shall be limited to monies owed during the term of this Agreement.
- 14.06 The Employer may designate an Employee to assume 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 their normal duties, a Lead Hand shall be responsible for coordinating the efforts of other Employees assigned to work with them to ensure the work is completed satisfactorily.

## **ARTICLE 15: PAY DAYS**

- 15.01 Employees shall be paid no less frequently than bi-weekly, through a direct bank deposit to the Employee's designated bank account. Employees will receive a bi-weekly statement of earnings and deductions, where possible, on the day prior to payday. The Union will be provided with advance notice of the introduction of any new system.
- 15.02 When an error occurs on the Employee's bi-weekly pay through an Employer error, upon request, the Employer will issue a manual cheque or process a direct deposit, within seven (7) days for the corrected amount.

## 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 Work schedules shall be established by the Employer and shall be posted in each department, twenty-eight (28) calendar days in advance. The Employer and the Union may mutually agree in writing on a shorter time period than twenty-eight (28) calendar days. They shall show the days scheduled to be worked, the shifts to be worked on those days, and the days scheduled to be off duty.
- (a) 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 ( $1\frac{1}{2}X$ ) the Basic Rate of Pay for all hours worked on the first (1<sup>st</sup>) shift of the changed schedule, unless requested by the Employee and agreed to by the Employer.
  - (b) Where mutually agreed between the Employer and the Employee, a change to the shift schedule may be made without seven (7) calendar days' notice and the premium outlined in Clause 16.02(a) will be waived.
- 16.03 (a) When time is converted to Mountain Standard Time in accordance with the *Daylight Savings Time Act* regular hours of work shall be extended to include the additional hour and the Employee shall be paid at the overtime rate for that hour.
- (b) When time is converted to Daylight Savings Time in accordance with the *Daylight Savings Time Act* the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for the shift reduced by one (1) hour.
- 16.04 If an Employee reports for work as scheduled but is sent home by the Employer without having commenced working, the Employee shall be paid three (3) hours' pay at the Basic Rate of Pay. If under similar circumstances, the Employee actually commences working, the Employee shall be paid four (4) hours' pay at the Basic Rate of Pay, or for the hours actually worked, whichever is greater.
- 16.05 Regular Full-time Employees
- (a) Regular hours of work, exclusive of meal periods, for Regular Full-time Employees shall be:
    - (i) seven and three-quarter ( $7\frac{3}{4}$ ) work hours per day; and
    - (ii) seventy-seven and one-half ( $77\frac{1}{2}$ ) work hours in a fourteen (14) calendar day period, averaged over one (1) complete cycle of the shift schedule.
  - (b) Regular Full-time Employees who are scheduled to rotate shifts (days, afternoons and nights; or days and afternoon; or days and nights) shall be assigned not less than one-third ( $1/3$ ) day shifts during a shift cycle; unless otherwise mutually

agreed between the Employer and the Union. The Employer shall consider a request by Employee(s) to work permanent afternoons and/or night shifts.

- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for Regular Full-time Employees shall provide for:
- (i) not more than two (2) different starting times between scheduled days off (i.e. days to nights, afternoons to days, etc.);
  - (ii) at least two (2) of the days of rest to be consecutive over a fourteen (14) calendar day period;
  - (iii) not more than six (6) consecutive days of work without receiving their days off or not more than seven (7) consecutive days of work without receiving their days off by mutual agreement, in writing, between the Employer and the Union;
  - (iv) at least twelve (12) hours off between regularly 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, but not less than one (1) weekend off in three (3).
- (d) All Regular Full-time Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement between the Employee and the Employer.
- (e) Regular hours of work shall exclude an unpaid meal break as scheduled by the Employer of not less than one-half (1/2) hour and not more than one (1) hour.

16.06 (a) Regular Part-time Employees:

Hours of work for Regular Part-time Employees shall be:

- (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 ten (10) work days in a fourteen (14) calendar day period averaged over one (1) complete cycle of the shift schedule, beginning on the first (1st) day of the first (1st) pay period following ninety (90) days after the date of ratification.
- (iii) A minimum of three (3) hours per shift.
- (iv) Up to seventy-seven and one-half hours ( $77 \frac{1}{2}$ ) in fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule.

- (b) Regular Part-time Employees who are scheduled to rotate shifts (days, afternoons and nights; or days and afternoons; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed between the Employer and the Union. The Employer shall consider a request by an Employee(s) to work permanent afternoons and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for Regular Part-time Employees shall provide for:
  - (i) Not more than two (2) different starting times between days off (i.e. days to nights, afternoons to days, etc.);
  - (ii) At least two (2) of the days of rest to be consecutive over a fourteen (14) calendar day period;
  - (iii) Not more than six (6) consecutive days of work without receiving their days off or not more than seven (7) consecutive days of work without receiving their days off by mutual agreement, in writing, between the Employer and the Union;
  - (iv) At least twelve (12) hours off between regularly 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, but not less than one (1) weekend off in three (3).
- (d)
  - (i) All Regular Part-time Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.
  - (ii) Regular hours of work shall exclude an unpaid meal break of not less than one-half (1/2) hour for shifts worked greater than four (4) hours.
- (e) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise as to the extent of their availability by entering the information into the scheduling system or such other process as established by the Employer. 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. Notwithstanding the foregoing, where mutually agreed between the Employer and the Employee, the Employer shall endeavour to offer a Part-time Employee the opportunity of working additional available hours up to seven and three-quarter (7 ¾) hours per day or thirty-eight point seven five (38.75) hours per week which would otherwise require the use of Casual Employees.

- (f) The Basic Rate of Pay will prevail for additional hours of work assigned to a Regular Part-time Employee beyond their scheduled hours provided:
  - (i) the Employee 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 ( $77 \frac{1}{2}$ ) hours over a period of fourteen (14) calendar days, averaged over one (1) complete cycle of the shift schedule, beginning on the first (1st) day of the first (1st) pay period following ninety (90) days after the date of ratification;
  - (iv) the Regular Part-time Employee does not work in excess of six (6) consecutive days without days off, or not more than seven (7) consecutive days of work without receiving their days off by mutual agreement, in writing, between the Employer and the Union;
  - (v) the Regular Part-time Employee does not work in excess of ten (10) days in fourteen (14) calendar days;
  - (vi) if the hours worked would constitute a split shift, the call-back provisions of Article 19 will apply.
- (g) When a Regular Part-time Employee accepts additional hours as per the preceding conditions their schedule shall not be considered to have been changed and therefore Clause 16.02 does not apply.

- 16.07 (a) Modified hours of work may be implemented where mutually agreed between the Employer and the Union. In this event, they shall agree to and sign an Addendum to that effect.
- (b) Employees who are not normally assigned to work an extended work day, and who relieve for Employees who work an extended work day, shall be paid at the Basic Rate of Pay for the length of the scheduled shift.

16.08 Employees may exchange shifts amongst themselves provided that:

- (a) the exchange is agreed to in writing between the affected Employees; and
- (b) prior approval of such an exchange has been given by the Employees' immediate supervisor.

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

16.09 Failure to provide at least twelve (12) hours rest between regularly scheduled shifts shall result in payment at two times (2X) the Basic Rate of Pay 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 twelve (12) hours' rest between scheduled shifts.

## ARTICLE 17: OVERTIME

- 17.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized overtime worked in excess of and in conjunction with seven and three-quarters ( $7\frac{3}{4}$ ) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay.
- 17.02 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.
- 17.03 (a) Time off in lieu of overtime and/or call-back pay may be given if elected by the Employee and approved by the Employer. The compensating time off shall be at the applicable overtime rate.
- (b) Where time off in lieu of overtime is granted in accordance with Clause 17.03(a), the overtime worked shall be paid at the time it is worked at one time (1X) the Employee's Basic Rate of Pay and the equivalent time shall be banked at one time (1X) the Basic Rate of Pay.
- (c) Where mutual agreement with respect to scheduling time in lieu of overtime cannot be reached, all overtime shall be paid out by March 31<sup>st</sup> of each year.
- 17.04 Regular Full-time Employees:  
Overtime shall be shared as equally as possible amongst Regular Full-time Employees who perform the work involved.
- 17.05 A Regular Full-time Employees required to work by the Employer on their scheduled days off shall be paid at the rate of two times (2X) the Basic Rate of Pay for hours worked on each such day.
- 17.06 A Regular Full-time Employee may request time off in lieu of overtime worked to be taken in conjunction with their annual vacation by mutual agreement.
- 17.07 Regular Part-time Employees:
- (a) Overtime shall be shared as equally as possible amongst Regular Part-time Employees who perform the work involved.
- (b) The overtime rate of two times (2X) the Basic Rate of Pay shall be paid for all hours of work authorized by the Employer and worked by the Employee on days in excess of seven point seven five (7.75) hours per day or more than seventy-seven and one-half ( $77\frac{1}{2}$ ) hours in a fourteen (14) calendar day period averaged over a shift cycle.



- 17.08 An Employee who is required to perform overtime following and in conjunction with their regular shift:
- (a) Of a duration greater than two (2) hours shall be allowed a one-half (1/2) hour meal break and will be reimbursed for the meal purchased by the Employee of up to seven dollars and fifty cents (\$7.50);
  - (b) If an Employee is required to work an additional four (4) hours overtime an additional one-half (1/2) hour meal break shall be supplied and the Employee will be reimbursed for the meal purchased by them of up to seven dollars and fifty cents (\$7.50).
- 17.09 The time of taking the meal break will be decided by the Supervisor in charge and may be varied due to the nature of the work being performed.
- 17.10 The Employer shall not be expected to pay for the meal period.

## **ARTICLE 18: ON-CALL**

- 18.01 On-Call duty shall mean any period during which a Regular or Temporary Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- 18.02 For each assigned hour of authorized On-Call duty, a Regular or Temporary Employee shall be paid:
- (a) On regularly scheduled days of work, the sum of three dollars (\$3.00) per hour; and
  - (b) On scheduled days off and Named Holidays, the sum of four dollars and twenty-five cents (\$4.25) per hour. A Named Holiday or scheduled day off shall run from zero one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.
- 18.03 When an Employee is supplied a communication device by the Employer for the purpose of On-Call duty, there shall be no cost to the Employee for the use of the communication device.

## **ARTICLE 19: CALL-BACK**

- 19.01 Regular Employees who are called back to work outside their regularly scheduled hours shall be paid in accordance with Article 19.
- 19.02 Regular Full-time Employees:  
A Regular Full-time Employee who is called back and required to return to work without undue delay, outside of their 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.

### 19.03 Regular Part-time Employees:

A Regular Part-time Employee who is called back and required to return to work without undue delay, outside the Regular 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.

19.04 An Employee who is called back to the worksite shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be in accordance with the Covenant Health Travel Policy rate per kilometre from the Employee's residence to the worksite and return. A Regular Part-time Employee will not be paid transportation allowance when reporting for additional hours of work pursuant to Clauses 16.06(f) and 16.06(g) and Article 23.

## **ARTICLE 20: PYRAMIDING**

20.01 Where two (2) or more of the applicable premiums may apply, the Employee will be paid only one (1) such premium, that being the greatest of the applicable premiums.

- (a) Overtime in accordance with the provisions in Article 17;
- (b) Call-Back;
- (c) On-Call;
- (d) Named Holidays;
- (e) Scheduling premiums in accordance with Clause 16.02(a) and 16.06(f).

## **ARTICLE 21: SHIFT AND WEEKEND PREMIUM**

21.01 A weekend premium of three dollars and twenty-five cents (\$3.25) per hour will be paid to an Employee for hours worked between 1500 hours Friday and 0700 hours Monday, provided that a minimum of two (2) hours is worked within that time period.

### 21.02 Evening Shift Differential:

A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; and
- (b) to Employees for all overtime hours worked which fall within the period between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

21.03 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 22: NIGHT SHIFT DIFFERENTIAL

### 22.01 Night Shift Differential:

A shift differential of four dollars (\$4.00) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; and
- (b) to Employees for all overtime hours worked which fall within the period between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

## ARTICLE 23: TRANSPORTATION ALLOWANCE

23.01 An Employee required to use their private automobile on Employer business shall be reimbursed in accordance with the Covenant Health Travel Policy rate per kilometre.

23.02 An Employee who normally travels from the worksite to the Employee's place of residence by means of public transportation following the completion of the Employee's duty shift but who is prevented from doing so by being required to remain on duty longer than their 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 worksite to the Employee's place of residence.

23.03 Where an Employee who normally travels from the worksite to the Employee's place of residence by means of public transportation following the completion of the Employee's duty shift is required to change shifts at the instigation of the Employer and such change results in the Employee's scheduled quitting time occurring at an hour during which normal public transportation is not available, the Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the worksite to the Employee's place of residence.

### 23.04 Regular Full-time Employees:

A Regular Full-time Employee who is called back to the worksite shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Regular Full-time Employee travels for such purpose by private automobile, reimbursement shall be in accordance with the Covenant Health Travel Policy rate per kilometre from the Regular Full-time Employee's residence to the Site and return.

### 23.05 Regular Part-time Employees:

A Regular Part-time Employee who has completed their 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 in accordance with the Employer's Travel Policy rate per kilometre from the Regular Part-time Employee's residence to the Site and return. Such allowance will not be paid when reporting for additional hours of work pursuant to Article 16.06 or overtime in accordance with Article 17.

## ARTICLE 24: ANNUAL VACATION

- 24.01 (a) The Employees shall submit vacation requests to the Employee's direct Manager by March 1<sup>st</sup> of each year. Where an Employee submits their vacation preference by 1<sup>st</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by March 31<sup>st</sup> of that year.
- (b) Where an Employee submits their request in writing for vacation by March 1<sup>st</sup>, and insofar as the efficient operation of a department will permit, vacation dates shall be allocated based on seniority. Requests for vacation, which are submitted after March 1<sup>st</sup> shall be dealt with on a first-come, first-serve basis.
- (c) A Regular Employee shall be allowed to exercise their preference as to the choice of vacation dates for only one (1) vacation period of a maximum of three (3) weeks, which falls in whole or in part during the period June 1<sup>st</sup> to August 31<sup>st</sup> inclusive. Exceptions may be considered by the Employer where such request is mutually agreed between the Employer and the Employee and is operationally feasible.
- 24.02 No Regular Employee may continue to work and draw vacation pay in lieu of taking their vacation.
- 24.03 (a) 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.
- (b) All unused vacation shall be paid out by March 31<sup>st</sup> of each year.
- 24.04 Should a Regular Employee demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, they 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 26: Sick Leave. Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

### Effective April 1, 2020:

#### 24.05 Vacation Entitlement:

- (a) Regular 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 (1<sup>st</sup>) to second (2<sup>nd</sup>) years of such employment an Employee earns a vacation of fifteen (15) working days;
- (ii) during the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of such employment an Employee earns a vacation of twenty (20) working days;

- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of such employment an Employee earns a vacation of twenty-five (25) working days;
- (iv) during the twentieth (20<sup>th</sup>) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.

(b) Regular 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 (1<sup>st</sup>) regularly scheduled workday away on Vacation Leave and ends on the first (1<sup>st</sup>) regularly scheduled workday back from Vacation Leave.

Vacation pay to be paid to a Regular Part-time Employee based on the following formula: the hours worked as a Regular Employee at the Basic Rate of Pay 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:

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

24.06 Cessation of Vacation Accrual:

There shall be no accrual of vacation entitlements during:

- (a) Layoff; or
- (b) A Leave of Absence without pay which is in excess of thirty (30) calendar days; or
- (c) An absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- (d) Unpaid Sick Leave, STD or LTD.

24.07 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 their 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.

- 24.08 Regular Part-time Employees will be paid for their scheduled shifts during their approved vacation blocks. To supplement their income while on vacation, a Regular Part-time Employee may request, and their manager may agree, to provide vacation pay for all unscheduled days within their approved vacation block up to full-time hours, provided the Employee has enough vacation accrued in their bank at the start of their approved block. This arrangement will not be considered a pay-out but instead will be coded and paid as “regular vacation”.
- 24.09 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 <sup>3</sup>/<sub>4</sub>) hours will be recognized for the purposes of determining vacation pay.
- 24.10 Supplementary Vacation – Full Time Employees  
Upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional thirty-eight point seven five (38.75) hours of supplementary vacation. Subject to Clause 24.06, the supplementary vacation may be taken at the Employee’s option at any subsequent time, with Employer approval.
- 24.11 Supplementary Vacation – Part Time Employees  
Upon having reached twenty-five (25) years of continuous employment, an Employee shall earn a one-time additional supplemental vacation pay of two percent (2%) of their regular earnings in the preceding year.
- 24.12 For the purpose of implementation of Clauses 24.10 and 24.11, any Employee achieving a vacation anniversary date of twenty-five (25) years or more prior to the date of ratification will receive a supplementary vacation entitlement on their next vacation employment anniversary date in accordance with Clauses 24.10 and 24.11.

## ARTICLE 25: NAMED HOLIDAYS

- 25.01 Regular Full-time Employees shall be entitled to a day off with pay on or for each of the following Named Holidays:

|                |                  |                      |
|----------------|------------------|----------------------|
| New Year’s Day | Family Day       | Good Friday          |
| Victoria Day   | Canada Day       | August Civic Holiday |
| Labour Day     | Thanksgiving Day | Remembrance Day      |
| Christmas Day  | Boxing Day       |                      |

and all General Holidays proclaimed to be a Statutory Holiday by any of the following levels of Government:

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

Provided that the August Civic Holiday shall be considered a Named Holiday only if the Municipality declares it to be so.

25.02 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.

25.03 Regular Full-time Employees:

Each Regular Full-time Employee will be granted an additional “floater” Holiday at a time mutually agreed upon between the Employer and the Employee. An Employee is only entitled to such “floater” Holiday if they are in the employ of the Employer on January 1<sup>st</sup> of the year in which the Holiday is to be provided. Failing mutual agreement by December 31<sup>st</sup> of the year, the Employee shall receive payment for such day at their Basic Rate of Pay.

25.04 A Regular Full-time Employee shall be entitled to a day off with pay on or for a Named Holiday provided they:

- (a) work their 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) work on the Named Holiday when scheduled or required to do so, and
- (c) not be on a Leave of Absence.

25.05 (a) A Regular Full-time Employee scheduled or required to work on a Named Holiday (except Christmas Day or August Civic Holiday) shall be paid at one and one-half times (1½X) the Employee's Basic Rate of Pay plus:

- (i) by mutual agreement, have a day added to their next annual vacation at their Basic Rate of Pay, or
- (ii) one (1) regular day's pay, or
- (iii) receive a mutually agreed day off with pay at their Basic Rate of Pay.

(b) A Regular Full-time Employee scheduled or required to work on Christmas Day, or the August Civic Holiday shall be paid at two times (2X) the Employee's Basic Rate of Pay plus:

- (i) by mutual agreement, have a day added to their next annual vacation at their Basic Rate of Pay, or
- (ii) one (1) regular day's pay, or
- (iii) receive a mutually agreed day off with pay at their Basic Rate of Pay.

- 25.06 Subject to Clause 25.04 when a Named Holiday falls during a Regular Full-time Employee's annual vacation the Employee shall receive:
- (a) by mutual agreement, a day off with pay added at their Basic Rate of Pay added to the Regular Full-time Employee's annual vacation; or
  - (b) a mutually agreeable day off with pay at their Basic Rate of Pay in conjunction with the Regular Full-time Employee's regular days off; or
  - (c) one (1) day of pay at their Basic Rate of Pay in lieu of the Named Holiday.
- 25.07 When a Named Holiday falls on a Regular Full-time Employee's regularly scheduled day off, the Employee shall receive:
- (a) by mutual agreement a day off with pay at their Basic Rate of Pay added to the Regular Full-time Employee's next annual vacation; or
  - (b) a mutually agreed day off with pay at their Basic Rate of Pay in conjunction with the Regular Full-time Employee's regular days off; or
  - (c) one (1) regular day of pay at their Basic Rate of Pay in lieu of the Named Holiday.
- 25.08 Regular Part-time Employees:
- (a) A Regular Part-time Employee who works on a Named Holiday (except Christmas Day or August Civic Holiday) shall be paid at the rate of one and one-half times (1½X) their Basic Rate of Pay for all hours worked.
  - (b) Regular Part-time Employees shall be paid, five percent (5%) of their earnings paid at the Basic Rate of Pay and of their vacation, in lieu of Named Holiday pay.
  - (c) A Regular Part-time Employee who works on Christmas Day or the August Civic Holiday shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked.
- 25.09 In addition to an alternate day off, an Employee who is obliged to work overtime on any Named Holiday shall be paid for all hours worked on a Named Holiday at two point five times (2.5X) their Basic Rate of Pay.
- 25.10 An Employee off sick when regularly scheduled to work on a Named Holiday shall not be deducted Sick Leave on the Named Holiday but shall be paid at their Basic Rate of Pay for having taken and received their Named Holiday entitlement.
- 25.11 All accumulated time in lieu of Named Holidays shall be paid out prior to March 31<sup>st</sup> of each year.



## ARTICLE 26: SICK LEAVE

- 26.01 (a) 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*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses, which can respond to therapy and treatment as determined by a physician, and that absences from work due to such therapy shall be considered Sick Leave.
- 26.02 After a Regular Employee has completed their Probation Period, they 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 their Probation Period.
- 26.03 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.
- 26.04 A Regular Employee granted Sick Leave shall be paid for the period of such Leave at one hundred percent (100%) of their Basic Rate of Pay, and the number of days thus paid shall be deducted from their accumulated credits up to the total amount of the Employee's accumulated credits at the time Sick Leave commenced.
- 26.05 Regular Employees are encouraged to schedule personal medical appointments outside of working hours. When this is not possible, the Employee shall obtain prior authorization from their Supervisor at least forty-eight (48) hours in advance of the appointment. Qualifying appointments include all medical, dental and paramedical covered by the Extended Health Care Plan and excludes massage therapy and those covered by the Flexible Spending Account. Such absence shall be charged against the Employee's sick credit accumulation. The Employee may be required to submit satisfactory proof of such appointments.
- 26.06 Regular Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident, or quarantine. Where the Employee must pay a fee for such proof, upon presentation of receipt, the fee shall be reimbursed by the Employer.
- 26.07 When a Regular Employee has accrued the maximum Sick Leave credits, they shall no longer accrue Sick Leave credits until such time as their total accumulation is reduced below the maximum. At that time, they shall recommence accumulating Sick Leave credits.

- 26.08 A Regular Employee who has exhausted their Sick Leave credits during the course of an illness, and the illness continues, shall be deemed to be on Leave of Absence without pay for the duration of the illness, or as provided below. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with fourteen (14) days' notice of readiness to return to work. An Employee who:
- (a) is capable of performing the duties of their former classification shall be reinstated by the Employer in the same classification which they held immediately prior to their absence.
  - (b) is not capable of performing the duties of their 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 them in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.
- 26.09 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 (1<sup>st</sup>) day of Long-Term-Disability entitlement, whichever is greater, an Employee who is not capable of returning to work pursuant to 26.08 (a) or 26.08 (b) above shall be considered to have terminated their employment relationship with the Employer.
- 26.10 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.
- 26.11 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 their 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.
- 26.12 Sick Time on Named Holiday:
- An Employee off sick, when regularly scheduled to work on a Named Holiday, shall not be deducted Sick Leave on the Named Holiday but shall be paid at straight time for having taken and received their Named Holiday entitlement.
- 26.13 Regular Full-time Employees:
- Sick Leave credits for a Regular 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 nine hundred and thirty (930) hours.

#### 26.14 Regular Part-time Employees:

- (a) Sick Leave credits for a Regular 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.

Example:

|     |   |       |
|-----|---|-------|
| 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 27: WORKERS' COMPENSATION**

- 27.01 *Workers' Compensation Board (WCB)* coverage will be provided by the Employer for an Employee.
- 27.02 Employees shall not be paid Sick Leave benefits when they are absent from work and drawing Workers' Compensation benefits except as provided in Clause 27.04 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.
- 27.03 Clause 27.02 above shall not exclude an Employee from Sick Leave benefits for periods of absence resulting from an accident, which is non-compensable under the *Workers' Compensation Act*.
- 27.04 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.
- 27.05 A Regular Employee absent from work and receiving Workers' Compensation benefits shall provide the Employer with twenty-eight (28) calendar days' written notice of readiness to return to work. Such advance notice shall not be required in the case of short-term absence on Workers' Compensation Leave, i.e., where the expected duration of the Leave at the time of onset was less than twenty-eight (28) calendar days.
- 27.06 (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 26 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.

27.07 A Regular Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when they shall be expected back to work.

## **ARTICLE 28: EMPLOYEE BENEFITS PLAN**

28.01 When the enrolment 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) Alberta Blue Cross Supplementary Health Benefits Plan; or equivalent, through eighty percent (80%) direct payment;
- (b) Alberta Blue Cross Dental Plan or equivalent, which provides for:
  - (i) The reimbursement of eighty percent (80%) of eligible Basic Services;
  - (ii) Fifty percent (50%) of all eligible extensive services; and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Dental Association Fee Schedule, or any similar device as may be amended from year to year. A maximum annual reimbursement of three thousand dollars (\$3,000.00) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000.00) per insured person.
- (c) Alberta Health Care Insurance Plan;
- (d) Employee Benefits Plan, or equivalent inclusive of:
  - (i) Group Life Insurance
  - (ii) Accidental Death and Dismemberment
  - (iii) Short-Term Disability (66 2/3%) of basic weekly earnings at the Basic Rate of Pay to the established maximum;
  - (iv) Long-Term Disability (66 2/3%) of basic monthly earnings at the Basic Rate of Pay to the established maximum;
- (e) At the Employers' option, an "EI SUB Plan" to supplement an eligible Employee's Employment 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.

28.02 (a) The implementation and operation of the Employee Benefits 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.

28.03 The Employer shall implement these plans with the premium costs being shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Regular Employee.

28.04 Regular Part-time Employees:

Where it is anticipated that a Regular Part-time Employee will work a minimum of fifteen (15) hours per week, averaged over a calendar year, they shall participate in the Employee Benefits Plans.

28.05 Flexible Spending Account (FSA):

The Employer will offer a Flexible Spending Account (FSA) as follows:

(1) Eligibility:

- (a) A Flexible Spending Account shall be implemented for all Regular Employees eligible for benefits in accordance with Article 28.
- (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their fulltime equivalencies (FTEs).

(2) Calculation:

Effective January 1, 2019 the FSA will be calculated as follows:

- (a) Eight hundred and fifty dollars (\$850.00) to be allocated to each eligible Regular Full-time Employee.
- (b) Eligible Part-time Employees shall have their FSA pro-rated as follows:
- (i) Six hundred dollars (\$600.00) for each eligible Part-time Employee; and
- (ii) Two Hundred Fifty dollars (\$250.00) pro-rated based on their FTE as of December 1<sup>st</sup> (eligibility date) of each year.
- (c) For the purpose of implementation on January 1, 2019 only, up to three hundred and fifty dollars (\$350.00), depending on an Employee's FTE, will be deposited into the Employee's Health Spending Account and the Employee will not have the ability to allocate those funds into any of the other accounts outlined in this Article.
- (d) Effective January 1, 2020, eligible Employees will have the ability to allocate the full amount of up to eight hundred and fifty dollars (\$850.00), depending on an Employee's FTE, into any of the outlined accounts.

- (3) The FSA may be used for the following purposes:
- (a) Reimbursement for expenses associated with professional development including:
    - (i) tuition costs or course registration fees;
    - (ii) travel costs associated with course attendance;
    - (iii) professional journals;
    - (iv) books or publications; and
    - (v) Computer hardware or software.
  - (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
  - (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 28.01 (a) and (b) of the Collective Agreement.
  - (d) In accordance with CRA guidelines, contribution to a Registered Retirement Savings Plan or a Tax-Free Savings Account administered by the Employer.
  - (e) Wellness expenses which may include, but are not limited to, expenditures such as fitness centre memberships and fitness equipment.
  - (f) Family care including day care and elder care.
- (4) Allocation:
- (a) In December (allocation date) of each year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
  - (b) Any unused allocation in an Employee's FSA as of December 31<sup>st</sup> of each calendar year may be carried forward for a maximum of one (1) calendar year.
  - (c) Employees who are laid off after January 1<sup>st</sup> in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.
  - (d) Reimbursement will be provided by the Employer upon submission of an original receipt.

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

## ARTICLE 29: PENSION PLAN

- 29.01 (a) The Employer shall contribute to the Local Authorities Pension Plan (LAPP) for retirement benefits for participating Employees, provided they are regularly scheduled to work at least fourteen (14) hours per week as averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the applicable plan.
- (b) The Employer shall make available to all eligible Employees copies of the Local Authorities Pension Plan Booklets.

## ARTICLE 30: LEAVES OF ABSENCE

### 30.01 Applications:

Applications for Leave of Absence shall be submitted in writing to the Employer for approval. The written application will be waived in cases of emergency. In this event, the Employee will submit the request in writing for leave as soon as possible. A false statement in an application for Leave of Absence or neglect to 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, birth, adoption, 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. During such Leave of Absence, an Employee shall not work for gain unless agreed upon by the Employer.

### 30.02 Union Leave:

- (a) Provided the efficiency of the Employer 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. Regular Employees elected or appointed must inform the Employer in a reasonable and timely manner of such conventions, workshops, seminars or schools.
- (b) 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. When more than one Employee from a department has requested time off for negotiations and such request impacts on the efficiency of the department, the Employer may request a meeting with the Union to discuss and explore alternatives.
- (c) The Employer shall continue the Employee's applicable benefits and pay the normal salary during the period of Leave. The Union shall reimburse the Employer for these costs.

30.03 An Employee who is selected, elected or appointed to a full-time position with the Union or a full-time position to represent the Union shall, upon proper notice, be granted a Leave of Absence without pay. During such Leave seniority shall accumulate. When more than one (1) Employee has been selected, elected or appointed from a site and such Leave impacts on the efficiency of the site, the Employer may request a meeting with the Union to discuss and explore alternatives. The Union will be responsible for payment of all costs.

- 30.04 (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a Leave of Absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.
- (b) An Employee who is elected to municipal government, the Provincial Legislature or the Parliament of Canada, shall, upon establishing need for same, be granted a Leave of Absence without pay for a period not to exceed the term of this Collective Agreement. Such Employee shall not accumulate seniority while on Leave but shall retain the seniority possessed at the time such Leave was granted.

### 30.05 (a) Maternity Leave:

- (i) An Employee who has completed ninety (90) days of continuous employment shall, upon written request, providing at least fourteen (14) calendar days' advance notice, be granted Maternity Leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery, provided that the Employee commences Maternity Leave no later than the date of delivery. If during the thirteen (13) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence Maternity Leave forthwith. Such Leave shall be without pay



and benefits, except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of Sick Leave, EI SUB Plan benefits, STD or LTD. Maternity Leave shall not exceed sixteen (16) consecutive weeks.

- (ii) A pregnant Employee whose continued employment in their position is, in the opinion of their physician or registered midwife, hazardous to themselves or their unborn child, may request a modification to their job duties. Where a modification to the job duties is not possible, a transfer to a more suitable position if one is available. Where no such position is available, the Employee may request Maternity Leave as provided in Clause 30.05(a)(i).
- (iii) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave.

(b) Parental Leave

Upon their written request, providing at least two (2) weeks' advance notice, an Employee shall be granted parental leave without pay and benefits. Such notice may be waived provided that, the medical condition of the birth mother or child makes it impossible to comply with this requirement or the date of the child's placement with the adoptive parent was not foreseeable. Parental leave shall be taken as follows:

- (i) For an Employee entitled to Maternity Leave, other than an Employee described in Clause 30.05(a)(iii), immediately following the last day of maternity leave, a period not exceeding sixty-two (62) weeks; or
  - (ii) In the case of a parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child's birth; or
  - (iii) In the case of an adoptive parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (c) (i) Subject to Clause 30.05(c)(ii), an Employee on Maternity Leave or Parental Leave shall provide the Employer with at least fourteen (14) calendar days' notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to them up to the date the leave commenced.
- (ii) In the event that during the period of an Employee's Maternity Leave or Parental Leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the

Employee's Maternity Leave or Parental leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 37.11.

#### 30.06 Court Appearance:

An Employee summoned to serve jury duty or one who has been served with a subpoena to appear as a witness in a court of law shall be paid the difference between what the Employee would have earned for scheduled hours at work at the Employee's Basic Rate of Pay and the court fee received exclusive of travel, meals and other expenses. An Employee required to so serve will notify their immediate Supervisor or Manager as soon as possible following receipt of the summons or subpoena.

The Employee will submit a certificate of service from an Officer of the Court indicating fees received before any payment is made under this provision.

- (a) In the event such Court Service does not exceed one-half (1/2) the Employee's scheduled hours of work for that day, the Employee will work the difference in scheduled hours and the time spent in Court Service.
- (b) In the event that such Court Service exceeds one-half (1/2) of the Employees scheduled hours of work for that day the Employee will be paid for all scheduled hours as if worked.
- (c) An Employee called to testify on behalf of the Employer on their day off shall have the time spent testifying considered time worked and shall be paid at their Basic Rate of Pay. By mutual agreement between the Employee and the Employer time off in lieu of this payment may be arranged.

30.07 (a) Benefits, with the exception of seniority, do not accrue during any Leave of Absence without pay in excess of thirty (30) calendar days. Employees taking a Leave of Absence in excess of thirty (30) calendar days are expected to make prior arrangements for the payment of the full premium for the continuation of their contributory benefit plans, i.e. Extended Medical, Alberta Health Care, Group Life, Local Authorities Pension Plan and Dental Plan except as provided in Clause 30.07(b).

- (b) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of Sick Leave, EI SUB Plan Benefits, Short-Term-Disability, Long-Term-Disability, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

#### 30.08 Child Birth Leave:

Upon request, an Employee may be granted up to three (3) calendar days off without pay to attend to matters during and immediately following the birth of their child.

### 30.09 Special Leave:

- (a) The Parties recognize that a Regular Employee may be unable to report to work for their regularly scheduled shifts, due to unanticipated circumstances of pressing necessity which require the Employee's personal attention, and which may include illness in the Employee's immediate family (parent, spouse, child). The Employer shall approve Special Leave in such circumstances to a maximum of four (4) days without loss of pay in each calendar year. Requests for additional Leave of Absence in these circumstances shall be subject to Clause 30.01.
- (b) An Employee may be required to submit proof satisfactory to the Employer demonstrating the need for Special Leave.

### 30.10 Compassionate Care Leave:

Qualifying Employees shall be entitled to Compassionate Care Leave in accordance with the *Alberta Employment Standards Code*.

## ARTICLE 31: BEREAVEMENT

- 31.01 (a) An Employee shall be granted reasonable Leave of Absence in the event of the death of the following relatives of the Employee, up to five (5) working days within a seven (7) calendar day period. The Employee shall be paid at the Basic Rate of Pay:

|                               |                |               |
|-------------------------------|----------------|---------------|
| Spouse (including Common-Law) | Son-in-Law     | Child         |
| Daughter-in-Law               | Parent         | Mother-in-Law |
| Brother                       | Father-in-Law  | Sister        |
| Brother-in-Law                | Legal Guardian | Sister-in-Law |
| Grandparents                  | Grandchild     | Fiancé        |
| Step-Sister                   | Step-Brother   | Step-Parent   |
| Step-Child                    |                |               |

- (b) In case of Aunts, Uncles, Nieces, Nephews, Foster-Parents (if not considered true parents), up to three (3) working days within a seven-calendar day period.

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

31.03 In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay at the Basic Rate of Pay to attend the funeral services, should the funeral fall within scheduled working hours.

## ARTICLE 32: UNIFORMS

32.01 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.

32.02 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.

32.03 For the Support Service Specialist and Maintenance classifications, upon presentation of a receipt, the Employer shall reimburse Employees for the purchase of CSA approved safety footwear to a maximum Employer cost of two hundred dollars (\$200.00) every two (2) years.

### **ARTICLE 33: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES**

33.01 In filling a new position or a vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants, in accordance with Article 33.04, of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description.

33.02 (a) When a new position is created or vacancies are required to be filled for a Regular or Temporary position in any classification covered by this Agreement, notice of such vacancies shall be posted for not less than seven (7) full calendar days excluding Named Holidays as a general posting throughout the organization.

(b) For informational purposes only and without restricting management's rights, the notice of vacancy or vacancies shall contain: position summary, qualifications, Basic Rate of Pay, present shift pattern and current location.

33.03 Requests for transfer or applications for vacancies shall be in writing according to the procedures established in the Site. Applications for posted positions will be accepted at any time within the seven (7) calendar day posting period.

33.04 In considering such applicants the Employer shall take into account qualifications, job related skills, and abilities. Where these factors are considered by the Employer to be relatively equal, preferential consideration shall be given to the most senior Regular Employees.

Should Employees who have applied not meet the requirements of the vacant position, or should no one apply during the posting period, the Employer may fill the position from outside the Bargaining Unit.

33.05 Successful applicants that are transferring within Covenant Health shall transfer their accrued seniority and pension entitlements, vacation entitlement date, unused vacation up to a maximum of one (1) years' entitlement plus five (5) days and accrued Sick Leave. A successful applicant's starting salary may be adjusted in accordance with Article 14.03. Employees shall be required to serve the Probationary Period, as per Article 13 of the applicable Collective Agreement.

- 33.06 Where circumstances require the Employer to fill a vacancy prior to the expiry of the posting period, it shall be made on a temporary basis until a permanent appointment is made. The Employer shall fill such vacant position on a permanent basis as soon as a qualified applicant becomes available.
- 33.07 Copies of all postings stating the name of the successful applicant shall:
- (a) be displayed by the Employer for a one (1) week period, and
  - (b) be forwarded to the Union.
- 33.08 (a) All promotions and transfers shall be on a trial basis. The promoted or transferred Employee (excluding Casual status and/or transferring to Casual Status) shall be given a trial period of three hundred and twenty-five point five (325.5) hours worked or to a maximum of three (3) months for Regular Part-time Employees in which to demonstrate their ability to perform the new tasks satisfactorily. The trial period may be extended by up to three hundred and twenty-five point five (325.5) hours or to a maximum of three (3) months, subject to mutual agreement between the Employer and the Union. A transferred or promoted Employee who is absent for any reason on a scheduled work day may have their trial period extended by the number of working days absent. If, in the opinion of the Employer, the Employee fails to succeed during the trial period or should the Employee elect not to continue in the new position during that time, they shall be reinstated in their former position at their former rate of pay without loss of seniority, if applicable. If such is not possible, the Employee shall be placed in another suitable position.
- (b) In the event that an Employee returns to their former position pursuant to Clause 33.08(a), the Employer may fill any resultant vacancy by selecting from the applicants on the original posting. In such cases, the posting provisions of this Article will be deemed to be satisfied.
  - (c) Notwithstanding Clause 33.01, where a vacancy occurs in a classification within three (3) months of the closing date of a posting for a vacancy in the same classification, FTE, Department/Program, and site, the Employer may offer the position to an applicant from the initial posting in accordance with Clause 33.04, rather than post the vacancy.
- 33.09 (a) An Employee who is serving a Probation Period may make application for a transfer or promotion into a posted position, which is within their current department. An Employee appointed to a new position during a Probationary Period, will be required to complete the remainder of the Probation Period.
- (b) An Employee who is serving a trial period may make application for a transfer or promotion into any posted position. An Employee appointed to a new position during a trial period, shall serve a new trial period from the effective date of the transfer or promotion.
- 33.10 Provided that the Employee's supervisor has granted approval, a Regular Employee who is the successful applicant for a temporary position within the bargaining unit shall be deemed to be on temporary assignment. There shall be no loss of regular status.

Benefits shall be based on the Full-time Equivalency of the temporary assignment. The Employee will return to their regular position at the end of the temporary assignment. It is understood that such approval will be conditional on the operational requirements and shall not be unreasonably withheld. Regular Employees shall maintain their right to seniority and continue to accumulate seniority while in the temporary position.

#### **ARTICLE 34: TEMPORARY ASSIGNMENT**

##### **34.01 Temporary Assignment Pay:**

When the Employer designates a qualified regular Employee to perform the duties normally assigned to a position class with a higher maximum rate of pay, and such assignment:

- (a) is for one (1) full shift or longer; or
- (b) is to replace an Employee who is unable to work the remainder of their shift; or
- (c) is for special event work,

They shall be paid at the same Step in the higher classification that they are at in their current classification.

34.02 When an Employee is required to temporarily perform the duties of a lower paid classification, their Basic Rate of Pay will not be changed.

34.03 When an Employee is assigned by the Employer to assume the duties and responsibilities of an out-of-scope Employee for three (3) full shifts or longer, such Employee shall be paid an additional one dollar (\$1.00) per hour.

#### **ARTICLE 35: DISCIPLINE, DISMISSAL AND RESIGNATION**

35.01 (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 having been read.

(c) An Employee shall have the right to have a Shop Steward or Local Union Officer present when disciplinary notice is issued.

(d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the Grievance Procedure.

35.02 A Regular Employee absent for three (3) scheduled workdays without good and proper reason and without notifying the Employer, shall be considered to have vacated their position.

- 35.03 Upon providing at least one (1) days' notice, an Employee shall have the right to view their personnel file once each year, or when the Employee has filed a grievance. The Employer may ask for an extension to produce the personnel file. Such extension shall not be unreasonably denied. An Employee shall be given a copy of the contents of their personnel file provided that they first pay to the Employer, a fee established by the Employer, to cover the cost of the copying.
- 35.04 (a) An Employee intending to terminate services with the Employer shall make every reasonable effort to give a minimum of twenty-eight (28) days' notice exclusive of vacation, in writing, to that effect, but shall, in any event, provide the Employer with fourteen (14) days' notice exclusive of vacation.
- 35.05 An Employee who has been subject to disciplinary action may, after twenty-four (24) months of continuous service [exclusive of any periods of Leave of Absence in excess of thirty (30) days], from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the twenty-four (24) month period.
- 35.06 An Employee required by the Employer to attend a disciplinary or investigation meeting shall be paid at the Basic Rate of Pay for time spent in attendance at that meeting.

## **ARTICLE 36: SENIORITY**

- 36.01 "Seniority" 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 37 and authorized Leave(s) of Absence.
- 36.02 (a) For Employees hired into regular full-time or part-time positions on or after June 8, 2000, "Seniority" is defined as the length of continuous employment with the Employer as determined by the latest date of hire within the Bargaining Unit. Seniority shall not apply during the Probation Period, nor while employed as a Casual or Temporary Employee. Once the Probation Period has been completed, seniority shall be credited from the latest date of hire within the Bargaining Unit. Should a dispute arise regarding an Employee's seniority date, the Parties will exchange the information necessary to establish the accurate seniority date. If the Parties agree on the correction, the information will be corrected accordingly. Failing such agreement, the Employee's seniority date shall remain as originally established by the Employer.
- (b) For Casual and Temporary Employees whose status changes to Regular Full-time or Part-time, the seniority date shall be established by dividing their continuous hours worked in the Bargaining Unit by 2,022.75.
- (c) Notwithstanding Clause 36.02(b), a Regular Employee who has an established seniority date within the bargaining unit and who changes their status to Casual and then returns to Regular employment, without any breaks in service, shall have their seniority date recalculated for the period of Casual employment only and the

period of employment in Regular status will remain unchanged. The calculation shall be as follows:

New Seniority Date = Seniority as a Regular Employee plus continuous hours worked as a Casual Employee (actual hours worked at the Basic Rate of Pay divided by 2022.75).

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

- (a) when an Employee terminates employment or is terminated;
- (b) upon the expiry of a period of time on layoff for twenty-four (24) months during which the Employee has not been recalled;
- (c) if an Employee does not return to work on recall as required, except for reasons acceptable to the Employer;
- (d) when an Employee fails to return to work from a Leave of Absence or vacation, except for reasons acceptable to the Employer.

36.04 (a) An up-to-date seniority list shall be sent to the Union in quarterly, and when any Regular Employee is served notice of layoff. Such list shall indicate each Employee's classification.

- (b) A seniority list of all Employees covered by this Collective Agreement shall be maintained in the Human Resources Department. The Union or individual Employee may consult this list.

36.05 Regular Employees who transfer to a temporary position shall retain their seniority.

36.06 When an Employee requests and is granted a transfer from a regular position to a casual position, their status shall change to that of a Casual Employee.

36.07 A Regular Employee who accepts or is working in a position outside the jurisdiction of the Bargaining Unit will not accumulate seniority for this period and will have their seniority date adjusted accordingly upon returning to the Bargaining Unit.

These positions must be reviewed with the Union annually to discuss continuation of the original assignment.

## **ARTICLE 37: LAYOFF AND RECALL PROCEDURE**

37.01 Prior to reducing the workforce, the Employer shall notify the Employee to be laid off twenty-one (21) calendar days in advance of the layoff. During those twenty-one (21) calendar days the Employer may, if such is necessary, assign the Employee to other duties. Notwithstanding the foregoing, if the Employer is unable to provide the Employee with work during this twenty-one (21) day period, they shall, for the last fourteen (14) day



period only, pay the Employee at the Basic Rate of Pay in lieu of notice. Neither the twenty-one (21) nor fourteen (14) day provisions apply to a probationary Employee or where the layoff results from an Act of God, fire, flood, or a work stoppage of Employees and others which may be certified in different bargaining units.

- 37.02 Prior to implementation of the provisions of this Article the Employer will meet the Union to inform the Union of the Employer's intentions.
- 37.03 For the purpose of this Article, "paygrade" shall mean classifications with the same maximum rate of pay.
- 37.04 Employees with less than one (1) year of seniority are not eligible to displace and are subject to layoff. Such Employees will be transferred to Casual status and be eligible to apply on open competitions.
- 37.05 When there is a classification where the least senior Employee occupies a position with a particular skill set, that position may be bypassed, and the next senior Employee's position will be considered as the position eligible for displacement. These situations will be closely reviewed on a case-by-case basis.
- 37.06 Affected Employees whose Full-time Equivalent (FTE) are being altered or eliminated will be given an option to remain in their modified position, provided there is no change in status from Part-time to Full-time or Part-time non-benefit eligible to Part-time benefit eligible status. They will not be placed on recall, nor will they be given priority for additional shifts. Employees who are eligible for this option will be given three (3) calendar days to advise the Employer in writing as to their decision. Employees who do not choose this option will enter into the following layoff process.
- 37.07 Regular Full-time Employees who are given position elimination or displacement notice will exercise one of the following options within seven (7) calendar days:
- (a) (i) Select a vacancy for which the Employee has the qualifications to perform the duties of the position in an equal or lower paygrade;
  - (ii) displace the least senior Full-time Employee in the same classification for which the Employee has the required qualifications to perform the duties of the position;
  - (iii) displace the least senior Full-time Employee in an equal or lower paygrade for which the Employee has the required qualifications to perform the duties of the position.
  - (iv) displace the least senior Part-time Employee with benefit eligibility in the same classification or in an equal or lower paygrade for which the Employee has the qualifications to perform the duties of the position;
  - (v) displace the least senior Part-time Employee without benefit eligibility in the same classification or in an equal or lower paygrade for which the Employee has the qualifications to perform the duties of the position;

- (vi) waive the right to displace and accept layoff and placement on the Recall list. The Employee will be transferred to "Casual Recall" and will be given priority for casual shifts up to their previous FTE in their classification for which the Employee has the required qualifications to perform the duties of the position.
  - (vii) select a temporary vacancy in their own classification currently occupied by a Casual or Temporary Employee for which they can perform the work satisfactorily, provided they also choose one of the options cited above.
- (b) Where more than one (1) Full-time position is eliminated within a classification, the number of Full-time Employees to be displaced shall be identified. The provisions of Article 37.07(a) shall then be exercised in order of seniority.
  - (c) The removed Employee is only eligible to displace into a position that will not be deleted within sixty (60) calendar days.
- 37.08 (a) Regular Part-time Employees with benefit eligibility (i.e. .3875 FTE or greater) who are given position elimination or displacement notice will exercise one of the following options within seven (7) calendar days:
- (i) select a vacancy of less than 1.0 FTE in an equal or lower paygrade for which the Employee has the qualifications to perform the duties of the position in an equal or lower paygrade;
  - (ii) displace the least senior Regular Part-time Employee, with benefit eligibility, in the same classification for which the Employee has the required qualifications to perform the duties of the position;
  - (iii) displace the least senior Regular Part-time Employee, with benefit eligibility, in an equal or lower paygrade for which the Employee has the qualifications to perform the duties of the position;
  - (iv) displace the least senior Regular Part-time Employee without benefit eligibility in the same classification or in an equal or lower paygrade for which the Employee has the qualifications to perform the duties of the position;
  - (v) waive the right to displace and accept layoff and placement on the Recall list. The Employee will be transferred to "Casual Recall" and will be given priority for casual shifts up to their previous FTE in their classification;
  - (vi) select a Temporary Part-time vacancy in their own classification currently occupied by a Casual or Temporary Employee for which they can perform the work satisfactorily, provided they also choose one of the options cited above.
- (b) Where more than one (1) Regular Part-time position is eliminated within a classification, the number of Regular Part-time Employees to be displaced shall be identified. The provisions of Article 37.08(a) shall then be exercised in order of seniority.

- (c) The removed Employee is only eligible to displace into a position that will not be deleted within sixty (60) calendar days.

- 37.09 (a) Regular Part-time Employees with benefit eligibility (i.e. .3875 FTE) who are given position elimination or displacement notice will exercise one of the following options within seven calendar days:
- (i) Select a vacancy of less than .3875 FTE in an equal or lower paygrade, for which the Employee has the qualifications to perform the duties of the position.
  - (ii) Displace the least senior Regular Part-time Employee, without benefit eligibility, in the same classification for which the Employee has the required qualification to perform the duties of the position.
  - (iii) Displace the least senior Regular Part-time Employee, without benefit eligibility, in an equal or lower paygrade for which the Employee has the required qualifications to perform the duties of the position.
  - (iv) Waive the right to displace and accept layoff and placement on the Recall list. The Employee will be transferred to "Casual Recall" and will be given priority for casual shifts up to their previous FTE in their classification for which the Employee has the required qualifications to perform the duties of the position.
  - (v) Select a Temporary Part-time vacancy, without benefit eligibility, in their own classification currently occupied by a Casual or Temporary Employee for which they can perform the work satisfactorily, provided they also choose one of the options cited above.
- (b) Where more than one (1) Regular Part-time position is eliminated within a classification, the number of Regular Part-time Employees to be displaced shall be identified. The provisions of Article 37.09(a) shall then be exercised in order of seniority.
- (c) The removed Employee is only eligible to displace into a position that will not be deleted within sixty (60) calendar days.

#### 37.10 Notice Provisions

- (a) Notice of layoff shall be in writing and shall be served either in person or by registered letter directed to the Employee's last known address. Layoff notices served by registered letter shall be considered served effective the date of the registration with the postal services or, if served in person shall be considered served effective the day of receipt by the Employee.
- (b) The Union shall be notified of layoffs, displacements and reassignments as they occur.
- (c) An Employee shall receive written confirmation of reassignment following their option selection in consultation with the Employer and the Union.

### 37.11 Recalls:

- (a) Vacancies in classifications where there is an active Recall list of Employees shall be posted under a "Restricted Competition". The competition will be restricted to Regular Full-time and Regular Part-time Employees and those on recall in the bargaining unit. Under a restricted competition Employees who apply must meet the minimum required qualifications described on the posting in relation to education, experience, skills, abilities and seniority. If no one is successful on the restricted competition, the Employer will post an open competition in accordance with the Article 33: Appointments, Promotions, Transfers and Vacancies.
- (b) An Employee placed in a permanent position and who is not successful or choose to return to their prior status during the trial period for that position will not have their original date of recall expiry changed.
- (c) Employees who are successful on a temporary competition will remain on recall in their original classification.
- (d) A Recall list shall be maintained by classification and in order of seniority.
- (e) The Union shall be advised of recalls as they occur.
- (f) Employees will be removed from the Recall list when one of the following occurs:
  - (i) twenty-four (24) months from the original date they were placed on recall has expired;
  - (ii) successfully placed in a permanent position of equal or greater FTE in an equal or higher classification than the classification held prior to layoff;
  - (iii) upon termination from employment with the Employer.

37.12 No new Employees will be hired except where those on layoff cannot perform the work available satisfactorily.

### 37.13 Continuation of Health Benefit Plans:

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 rights to recall. Failure by the Regular Employee to submit the premium payments will result in the Employer discontinuing premium payments for that Employee.

### 37.14 Casual and Temporary Assignment During Layoff:

- (a) In the event that a Regular Employee on layoff accepts an offer to work as a Casual or Temporary Employee, such Employee shall be governed by the Collective Agreement provisions applicable to Casual and Temporary Employee(s), however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual or temporary assignment.

- (b) Priority for casual or temporary assignment within the Employee's classification will be given to Employees on layoff up to the Employee's previous FTE. The Employer will give Employees on layoff preference in other positions where the Employee can perform the work satisfactorily.

37.15 If a Department is to be closed or a substantial number of Regular Employees are to be affected by a staff reduction which is known to be permanent in nature, the Employer will provide as much notice as possible to the Union.

37.16 (a) In the event that Regular Employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least ninety (90) 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 not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff procedures of this Article.

The operation of this Article shall not be construed to be a violation of the scheduling or posting provisions of Articles 16, 17 and 33 respectively.

## **ARTICLE 38: CASUAL EMPLOYEES**

38.01 Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual Employees.

38.02 Casual Employees required to work on a Named Holiday shall be paid at one and one-half times (1½X) their Basic Rate of Pay for all hours worked on the Named Holiday.

38.03 Casual Employees shall be paid five percent (5%) of their earnings at the Basic Rate of Pay, and of their vacation pay in lieu of Named Holidays.

38.04 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 (1<sup>st</sup>) and subsequent employment years; or
- (b) Eight percent (8%) of their earnings at the Basic Rate of Pay during the fourth (4<sup>th</sup>) and subsequent employment years if applicable; in lieu of vacation.

38.05 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.

- 38.06 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, they shall be compensated by receiving three (3) hours pay at the Basic Rate of Pay.
- 38.07 Casual Employees are not entitled to participate in the Health Benefits Plan.
- 38.08 (a) A Casual Employee who has completed their 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 in accordance with the Covenant Health Travel Policy rate per-kilometre from the Employee's residence to the Site and return provided the return is prior to the commencement of their next shift.
- (b) A Casual Employee who normally travels from the Site to their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their 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 Site to their place of residence.
- 38.09 (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 (2X) 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 (2X) the Basic Rate of Pay; whichever is greater;
- (b) Failure to provide at least ten (10) hours rest between scheduled shifts to Casual Employees who are employed in a regularly scheduled full-time or part-time capacity, 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, they shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.
- 38.10 Casual Employees will be entitled to time off without pay in lieu of Bereavement Leave pursuant to Article 28 of this Collective Agreement.
- 38.11 Casual Employees do not accumulate seniority.
- 38.12 *Workers' Compensation Board* coverage will be provided for Casual Employees.
- 38.13 A Casual Employee who has initiated a grievance shall have access to review their personnel file upon service of at least one (1) days' notice. The Employer may ask for

an extension to produce the personnel file. Such extension shall not be unreasonably denied.

38.14 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 19, 21, 22, 29, 32, 35 and 38 shall apply to Casual Employees.

38.15 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 their regular hours shall be paid for any one (1) call at either:

- (a) The overtime rate as specified in Article 17.01;
- (b) Four (4) hours at the Basic Rate of Pay; whichever is greater.

38.16 The provisions of Article 16.01 through 16.04 shall 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.

38.17 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 39: TEMPORARY EMPLOYEES**

39.01 Provisions for Supplementary Health Benefits, Dental Benefits, Short-Term-Disability and Long-Term-Disability for Temporary Employees, who are hired for a period of greater than six (6) months, shall be made under the terms and regulations of the applicable plans in accordance with Article 28.

39.02 Temporary Employees shall not have the right to grieve termination of employment upon the expiry of the term for which the Temporary Employee was hired.

39.03 Temporary Employees accrue seniority during the term of the temporary position.

39.04 A Casual Employee who takes a temporary position shall revert back to their casual status upon completion of the temporary position.

39.05 Temporary Employees shall not be able to apply for another temporary position in another department, unless the start date for that position is after completion of the current temporary position.

39.06 Vacation pay will be paid on each pay cheque.

## **ARTICLE 40: RETROACTIVITY**

- 40.01 An Employee whose employment has terminated prior to the date of ratification by both Parties of this Collective Agreement, shall be eligible to receive retroactively any increase in salary which they 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 sixty (60) calendar days after the ratification of this Collective Agreement a written application for such retroactive salary.
- 40.02 The Employer will notify the Union when monetary items that are conditional on external factors are ratified. This notification will trigger the timelines outlined in Article 40.01 above.

## **ARTICLE 41: COPIES OF COLLECTIVE AGREEMENT**

- 41.01 Upon signing of this Collective Agreement, the Union shall provide the Employees with a copy and the Employer shall make electronic copies available to Employees.
- 41.02 The Union shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 41.03 The costs of printing the Agreement shall be shared equally between the Parties.

## **ARTICLE 42: IN-SERVICE**

- 42.01 Where the Employer requires an Employee to attend an In-Service, the Employee will be paid at the Basic Rate of Pay for the time spent in the In-Service, up to the maximum allotted time. An In-Service may include completing required education at home as determined and approved by the Employer.

## **ARTICLE 43: LABOUR MANAGEMENT COMMITTEE**

- 43.01 The Parties agree to establish a Labour Management Committee (LMC). The function of the LMC is to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and the Union.

The LMC will establish the Terms of Reference (TOR) for the Committee within sixty (60) calendar days of the ratification of the Collective Agreement. The TOR shall address, among others:

- frequency of meetings,
- number of attendees/representatives from the Union,
- number of attendees/representatives from the Employer,
- agenda setting, and
- Chair responsibilities



\*\*\* \*\*\*\*\* \*\*\*

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

*Signed this* \_\_\_\_\_ *day of* \_\_\_\_\_ *2019.*

| On behalf of the EMPLOYER | On behalf of the UNION |
|---------------------------|------------------------|
|                           |                        |
|                           |                        |
|                           |                        |

## APPENDIX 'A': SALARIES SCHEDULE

Effective April 1, 2018: 0%

| CLASSIFICATION                                      | Pay Scale Rates: April 1, 2018 – March 31, 2019 |        |        |        |        |        |
|---|---|--------|--------|--------|--------|--------|
|   | STEP 1  | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
| <b>Nutrition and Food Services</b>                  |   |        |        |        |        |        |
| Food Service Worker I                               | 17.60   | 19.20  |        |        |        |        |
| Food Service Worker II                              | 19.24   | 21.02  |        |        |        |        |
| Cook I  | 22.57   | 24.83  |        |        |        |        |
| <b>Administrative and Program Support</b>           |   |        |        |        |        |        |
| Program Assistant I                                 | 19.70   | 19.83  | 20.65  | 21.46  | 22.32  | 23.20  |
| Program Assistant II                                | 20.42   | 21.22  | 22.07  | 22.94  | 23.86  | 24.81  |
| Program Assistant III                               | 22.56   | 23.44  | 24.39  | 25.36  | 26.36  | 27.43  |
| Program Assistant IV                                | 24.99   | 25.99  | 27.02  | 28.10  | 29.21  | 30.38  |
| Unit Clerk  | 24.99   | 25.99  | 27.02  | 28.10  | 29.21  | 30.38  |
| <b>Diagnostic and Therapeutic Support</b>           |   |        |        |        |        |        |
| Therapy Attendant                                   | 20.24   | 20.83  | 21.42  | 22.00  | 22.59  |        |
| Recreation Assistant                                | 22.17   | 23.12  | 24.06  | 25.00  | 25.97  | 26.84  |
| Therapy Assistant                                   | 23.57   | 24.58  | 25.56  | 26.59  | 27.62  | 28.53  |
| <b>Materials, Medical Supplies and Distribution</b> |   |        |        |        |        |        |
| Pharmacy Assistant                                  | 21.62   | 22.42  | 23.23  | 24.02  | 24.83  |        |
| Stores Worker                                       | 21.49   | 24.01  |        |        |        |        |
| <b>Cleaning and Linen Services</b>                  |   |        |        |        |        |        |
| Environmental Services Worker I                     | 17.60   | 19.20  |        |        |        |        |
| Laundry Worker I                                    | 17.60   | 19.20  |        |        |        |        |
| Environmental Services Worker II                    | 19.24   | 21.02  |        |        |        |        |
| Laundry Worker II                                   | 19.24   | 21.02  |        |        |        |        |
| <b>Maintenance and Engineering</b>                  |   |        |        |        |        |        |
| Maintenance Worker I                                | 22.87   | 24.89  |        |        |        |        |
| Maintenance Worker II                               | 25.88   | 28.25  |        |        |        |        |
| 4 <sup>th</sup> Class Power Engineer                | 33.38   | 36.16  |        |        |        |        |

Effective April 1, 2019:

The Parties agree to apply the equivalent general wage increase for Alberta Health Services General Support Services Employees for April 1, 2019 to March 31, 2020.

| <b>APPENDIX 'A': SALARIES SCHEDULE (continued)</b>  |  |               |               |               |               |               |
|---|--|---------------|---------------|---------------|---------------|---------------|
| <b>CLASSIFICATION</b>                               | <b>Pay Scale Rates: April 1, 2019 – March 31, 2020</b> |               |               |               |               |               |
|   | <b>STEP 1</b>  | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> | <b>STEP 6</b> |
| <b>Nutrition and Food Services</b>                  |  |               |               |               |               |               |
| Food Service Worker I                               | 17.60  | 19.20         |               |               |               |               |
| Food Service Worker II                              | 19.24  | 21.02         |               |               |               |               |
| Cook I  | 22.57  | 24.83         |               |               |               |               |
| <b>Administrative and Program Support</b>           |  |               |               |               |               |               |
| Program Assistant I                                 | 19.70  | 19.83         | 20.65         | 21.46         | 22.32         | 23.20         |
| Program Assistant II                                | 20.42  | 21.22         | 22.07         | 22.94         | 23.86         | 24.81         |
| Program Assistant III                               | 22.56  | 23.44         | 24.39         | 25.36         | 26.36         | 27.43         |
| Program Assistant IV                                | 24.99  | 25.99         | 27.02         | 28.10         | 29.21         | 30.38         |
| Unit Clerk  | 24.99  | 25.99         | 27.02         | 28.10         | 29.21         | 30.38         |
| <b>Diagnostic and Therapeutic Support</b>           |  |               |               |               |               |               |
| Therapy Attendant                                   | 20.24  | 20.83         | 21.42         | 22.00         | 22.59         |               |
| Recreation Assistant                                | 22.17  | 23.12         | 24.06         | 25.00         | 25.97         | 26.84         |
| Therapy Assistant                                   | 23.57  | 24.58         | 25.56         | 26.59         | 27.62         | 28.53         |
| <b>Materials, Medical Supplies and Distribution</b> |  |               |               |               |               |               |
| Pharmacy Assistant                                  | 21.62  | 22.42         | 23.23         | 24.02         | 24.83         |               |
| Stores Worker                                       | 21.49  | 24.01         |               |               |               |               |
| <b>Cleaning and Linen Services</b>                  |  |               |               |               |               |               |
| Environmental Services Worker I                     | 17.60  | 19.20         |               |               |               |               |
| Laundry Worker I                                    | 17.60  | 19.20         |               |               |               |               |
| Environmental Services Worker II                    | 19.24  | 21.02         |               |               |               |               |
| Laundry Worker II                                   | 19.24  | 21.02         |               |               |               |               |
| <b>Maintenance and Engineering</b>                  |  |               |               |               |               |               |
| Maintenance Worker I                                | 22.87  | 24.89         |               |               |               |               |
| Maintenance Worker II                               | 25.88  | 28.25         |               |               |               |               |
| 4 <sup>th</sup> Class Power Engineer                | 33.38  | 36.16         |               |               |               |               |

## LETTER OF UNDERSTANDING #1: Severance

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

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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 37 and for whom no alternate vacant position is available, and who 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 37 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 Basic Rate of Pay 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 Employer.
  - (d) Service in excess of eight months shall be considered a full year. Service of 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.

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 37: Layoff and Displacement Procedure.
7. A Regular Employee who receives notice of layoff shall have seven (7) 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 37 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 times 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, 2020.

*Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.*

| On behalf of the EMPLOYER | On behalf of the UNION |
|---------------------------|------------------------|
|                           |                        |
|                           |                        |
|                           |                        |

## LETTER OF UNDERSTANDING #2: Mutual Agreement to Adjust FTEs

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: Mutual Agreement to Adjust FTEs

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WHEREAS the Parties see the mutual value in:

- Providing Employees with confirmation of their Full-time Equivalency (FTE);
- Defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- Developing larger FTEs and more full-time positions.

The Parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Union.
  - (a) The process for requesting a change to FTEs shall be as follows:
    - (i) Employees may request to increase or decrease the Employee's FTE. The Employer shall advise the Union of such request.
    - (ii) The Employer may offer to increase an Employee's FTE following consultation with the Union.
    - (iii) Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with this Letter of Understanding.
  - (b) Where mutual agreement is reached in accordance with paragraph 1(a) above:
    - (i) Regular hours of work for that classification within the bargaining unit shall not be reduced.
    - (ii) Amendments to FTEs will be limited to the work area from which the original request was received.
    - (iii) Such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.

2. Mutual agreement to amend FTEs shall not be considered a violation of Article 33: Appointments, Promotions, Transfers and Vacancies and Article 37: Layoff and Recall Procedure.
3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.
4. This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later. If this Letter of Understanding expires and is not renewed, any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

*Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.*

| On behalf of the EMPLOYER | On behalf of the UNION |
|---------------------------|------------------------|
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|                           |                        |

**LETTER OF UNDERSTANDING #3: Optional Scheduling for Pharmacy Assistants**

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: Optional Scheduling for Pharmacy Assistants

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Article 16: Hours of Work

The Parties hereby agree as follows:

Operational scheduling provisions may be mutually agreed to in writing between the Employer and the Union. Notwithstanding Article 16.05(c):

1. Regular Full-time Pharmacy Assistant Employees can be scheduled to work a three (3) day week, followed by a seven (7) day week on a two-week rotation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

| On behalf of the EMPLOYER | On behalf of the UNION |
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|                           |                        |



## LETTER OF UNDERSTANDING #4: Joint Alternate Disputes Resolution Process

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: Joint Alternate Disputes Resolution Process (JADRP)

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WHEREAS the Parties agree it is in their best interest to have disputes resolved expediently, and

WHEREAS the Parties agree it is in their best interest to have the disputes resolved in an economical manner, and

WHEREAS, the Parties agree, where possible, the Parties benefit from face-to-face dialogue with a full vetting of the issues.

Therefore, the Parties agree, the basis of the JADRP process is as follows:

- (a) Prior to a matter being referred to arbitration, the Parties may agree to refer the matter to a JADRP. Reference of a matter to a JADRP is voluntary and must be agreed to by both Parties.
- (b) The purpose of the JADRP is to have an open, non-binding discussion in an attempt to reach a resolution.
- (c) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a settlement.
- (d) Any and all information or documents shared during, or in preparation for the JADRP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.
- (e) Both Parties shall put forward three (3) names of individuals from their organization(s) who agree to hear disputes. Each JADRP will be heard jointly by one (1) person from the Union and one (1) person from the Employer(s). Where possible, the Parties will attempt to meet within ninety (90) calendar days of identifying the persons who will hear the dispute.

- (f) The JADRP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties and are considered privileged and may not be used for any other purpose.

*Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.*

| On behalf of the EMPLOYER | On behalf of the UNION |
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**LETTER OF UNDERSTANDING #5: Employment Insurance Premium Reductions**

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: Employment Insurance Premium Reductions

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The Employee's portion of all monies from Employment Insurance Commission Premium Reductions will be returned to all eligible Employees as payroll credit on each pay.

*Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.*

| On behalf of the EMPLOYER | On behalf of the UNION |
|---------------------------|------------------------|
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**LETTER OF UNDERSTANDING #6: Preceptor Pay**

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: Preceptor Pay

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1. An Employee assigned by the Employer to act as a Preceptor for students in a post-secondary Unit Clerk education or training program shall receive an additional sixty-five cents (\$0.65) per hour.
2. "Preceptor" shall mean an Employee who is assigned by the Employer to supervise, educate and evaluate students in a post-secondary or comparable internal education, or training program as referred to in paragraph 1 above.

*Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.*

| On behalf of the EMPLOYER | On behalf of the UNION |
|---------------------------|------------------------|
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## LETTER OF UNDERSTANDING #7: Employment in Multiple Positions

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: Employment in Multiple Positions

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

1. An Employee is responsible for notifying their supervisor that they are employed in multiple positions with the Employer.
2. Employees shall not be employed within the bargaining unit in greater than Full-time capacity.
  - (a) Notwithstanding the above, an Employee who holds a Part-time position(s) may work additional shifts, however, it is intended that the total hours will not normally exceed Full-time hours, and in any case shall not contravene this Collective Agreement.
3. Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, vacation, sick leave, increments, placement on the Salary Schedule(s) and seniority, provided that the following conditions are met:
  - (a) The total hours of the positions do not exceed Full-time employment as defined in this Collective Agreement; and
  - (b) The regular hours of work to be combined are associated with Regular Part-time positions; and
  - (c) The positions are in the same Classification and certificate and their schedules can be made Collective Agreement compliant, or the Employer and Union mutually agree to waive the scheduling provision of Article 16: Hours of Work, in the Collective Agreement.

4. Where the regular hours of work of multiple positions cannot be combined in accordance with Clause 3 above because they are in different classifications, they may be combined for the purposes of determining benefit eligibility only.
5. An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The time period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
6. An Employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 36: Seniority.
7. Probation and trial periods will apply to each component of the multiple positions.
8. Probation is completed upon the successful completion of the first Probationary Period, with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement, except that there shall be no obligation on the Employer's behalf to reinstate the Employee in their former position.
9. Layoff and recall provisions shall apply individually to each position.
10. An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.
11. (a) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one (1) or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, they shall be given twenty-eight (28) calendar days' notice requirement or such lesser time as may be agreed between the Employer and the Union.
- (b) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

*Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.*

| On behalf of the EMPLOYER | On behalf of the UNION |
|---------------------------|------------------------|
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**LETTER OF UNDERSTANDING #8:  
– Named Holidays for Housekeeping and Nutrition Services**

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: Named Holidays for Housekeeping and Nutrition Services

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The following shall be added to Article 25: Named Holidays

25.12 Subsequent to the application of Article 24.01:

- (a) Where possible, an Employee shall be given either Christmas Day or New Year's Day off unless otherwise requested by the Employee.
- (b) Every reasonable effort shall be made to rotate the requirement to work Christmas or New Year's from year-to-year.
- (c) An Employee granted Christmas Day off shall be scheduled such that they shall have two consecutive days where they will not be obliged to work (i.e. December 24 and December 25 or December 25 and December 26) and:
- (d) An Employee granted New Year's Day off shall have two (2) consecutive days where they shall not be obliged to work (i.e. December 31 and January 1 or January 1 and January 2).

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

| On behalf of the EMPLOYER | On behalf of the UNION |
|---------------------------|------------------------|
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