Collective Agreement

between

Covenant Health

Compassionate care led by Catholic values

Misericordia Community Hospital

and Villa Caritas

and

CUPE | Canadian Union of Public Employees

LOCAL 2111

Expiry: March 31, 2021

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PREAMBLE

The parties agree the primary purpose and concern 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.

In implementing this Collective Agreement it is recognized that the welfare of the Employer and of its Employees depends upon the welfare of the Employer as a whole, and recognize further that a relationship of goodwill and mutual respect between the Employer and the Union can contribute greatly to the maintenance of that welfare. The parties recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

Therefore, the Employer and the Union intend to conclude a Collective Agreement that will:

(1) provide the means by which the Employer and the Union may cultivate friendly relations and obtain a clearer understanding of each other's problems;

(2) set forth the terms and conditions of employment relating to salaries, hours of work and other working conditions affecting the Employees covered by this Collective Agreement;

(3) provide for a cooperative means of settling disputes and grievances.

The parties agree as follows:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices, 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, 2021 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.

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 a 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.; or

(iii) works on a call-in basis and is not regularly scheduled.

(iv) 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.

(iv) to replace a Regular Full-time or Regular Part-time Employee who is on approved maternity leave or parental leave of absence of up to eighteen (18) months.

(v) 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 provision of this Collective Agreement are intended to be gender neutral and gender exclusive.

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 35. Should a dispute arise regarding an Employee's seniority date, the Employer will provide the Employee and/or the Union with the information necessary to establish the accurate seniority date.

2.11 "Vacation" shall mean annual vacation with pay.

2.12 "Weekend" shall mean Saturday and Sunday.

2.13 Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time Employees.

2.14 "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 and signed by both 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 or a Council of Hospital Unions 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 CHECK-OFF

5.01 Membership in the Union shall be voluntary on the part of each Employee. All Employees covered by this Collective Agreement who are members of the Union at the time of signing of this Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain their membership in the Union during the life of this Collective Agreement.

5.02 (a) 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 (15th) 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.

(b) The Employer shall provide to the Union, on a quarterly basis, a list of Employees specifying the following information:

(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) Temporary end date, and

(viii) Status (Regular Full-time, Regular Part-Time, Casual or Temporary)

5.03 The Employer shall provide to the Union on a quarterly basis a listing of all terminated Employees in the previous months, inclusive of the Employee name and the Employee number.

5.04 The Employer shall note the individual union dues deducted and enter the amount on T-4 slips issued for income tax purposes.

5.05 The Union shall provide the Employer with sixty (60) calendar days' notice of changes in the amounts of dues deductions.

ARTICLE 6: MANAGEMENT RIGHTS

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

ARTICLE 7: DISCRIMINATION

7.01 There shall be no discrimination, restrictions 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 belief, 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 organizations nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

7.02 Article 7.01 shall not prevent the Employer from establishing essential job qualifications.

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 A hospital Occupational Health and Safety Committee shall be established and the Union shall have the right to designate 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 shall 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 shall be determined in accordance with its terms of reference.

8.06 The Employer shall cooperate with the Committee by providing:

(a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;

(b) data pertaining to workplace health and safety conditions;

(c) access to information pertaining to accidents, incidents or occupational diseases that occur at the work site.

8.07 The Committee shall assist the Employer:

(a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;

(b) in the development and promotion of measures to protect the safety and health of Employees in the Hospital 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 not unreasonably deny committee members access to the workplace to conduct safety inspections, including monitoring.

ARTICLE 9: JOB CLASSIFICATION

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) 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) calendar days, 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) calendar days, to refer, in writing, the matter of the Basic Rate of Pay for the new classification to Arbitration in accordance with Clause 12.02 (d), 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(ii).

(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 to 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**

(i) 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) calendar days, 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) calendar days, 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) calendar days of receipt of the request.

(ii) Step 2

Within ten (10) calendar days 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) calendar days, 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 twenty four (24) months from the date of reclassification. After the expiry of the twenty four (24) 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 twenty four (24) 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 The time limits established in this article may be extended by mutual agreement.

9.10 An Arbitration Board established in accordance with Clauses 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. One bulletin board will have a glass or other locking cover and the Union will be provided with a key.

ARTICLE 11: SHOP STEWARDS

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

11.02 Union Officers shall 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 the Shop Steward shall not leave their work during working hours except to perform Shop Steward duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of their Supervisor. Such permission shall not be unreasonably withheld.

11.04 Shop Stewards shall suffer no loss of pay for time spent on the Employer's premises 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 & 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 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 - Manager (Formal 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, 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 – Director (Advancement of Grievance)**

If the grievance is not settled under Step II above, the Union shall, submit the grievance in writing to Human Resources. Human Resources shall forward the grievance to the appropriate Director or designate within ten (10) days of receipt of the decision of the Employer under Step II, and the Director or designate shall render a decision to the Union in writing within ten (10) days.

(d) **Step IV – Arbitration**

If the grievance is not settled under Step III above, the Union shall within twenty (20) days of receiving the decision of the Director or designate, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within twenty (20) days, appoint a third person who shall be the Chairperson of the Arbitration Board.

(i) If the two (2) members fail to appoint a third person within the time limits, the Director of Mediation Services shall appoint a third 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. When there is no majority decision, the decision of the Chairperson shall be the 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. A group grievance shall be submitted in writing within twenty (20) days of the date they first became aware of, or reasonably should have become aware of, the occurrence.

(b) **Policy Grievance**

(i) Where a dispute involving the question of general application or interpretation occurs the Union may initiate a policy grievance within twenty (20) 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 I.

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 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 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.

13.03 Employees shall be kept advised of their progress during the probation period.

13.04 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 may be required to complete a new probation period commencing on the date of the transfer.

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 to the bargaining unit having job specific and relevant experience within the preceding three (3) years, the Employee's starting salary will be adjusted one (1) salary increment for each full year of experience, 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 (a), (b) or (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.

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 twenty five cents ($1.25) 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.

14.07 **Temporary Assignment**

(a) When an Employee is required to temporarily perform the duties of a higher paid classification for two (2) hours or longer in any one (1) shift, they shall be entitled, in addition to their basic rate of pay, an amount equal to the difference between maximum salary of the higher classification and the maximum salary of their own classification for all hours worked while performing the duties of the higher paid classification.

(b) When an Employee is required to temporarily perform the duties of a lower paid classification their rate of pay will remain unchanged.

(c) Where an Employee agrees to substitute on another job outside of this Agreement, the Employee will receive, in addition to their regular salary, an amount commensurate with the additional responsibilities.

ARTICLE 15: PAYDAYS

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. No new system will be initiated without prior consultation with the Union.

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, within two (2) business 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.

16.02 Work schedules shall be established by the Employer and shall be posted in each department, twenty-eight (28) calendar days in advance. 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. The twenty-eight (28) days notice may be waived by mutual agreement between the Parties.

(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 two times (2X) the Basic Rate of Pay for all hours worked on the first (1st) 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 overtime premium 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 Day Light Savings Time in accordance with the Day Light Savings Time Act the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for that shift reduced by one (1) hour.

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 other than Power Engineers referenced in Clause 16.05 (b), shall be:

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

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

(b) Normal hours of work for Regular Full-time Power Engineers who are scheduled to work a regular eight (8) hour shift, shall be:

(i) eight (8) hours per day; and

(ii) eighty (80) hours in a fourteen (14) calendar day period.

(c) Regular Full-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 Employee(s) to work permanent afternoons and/or night shifts.

(d) 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) days off to be consecutive;

(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 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).

(e) 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. Power Engineers referenced in Clause 16.05(b) may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Boilers and Pressure Vessels Act.

(f) Regular hours of work shall exclude an unpaid meal break as scheduled by the Employer of not less than one-half (½) hour and not more than one (1) hour.

16.06 **Regular Part-time Employees**

(a) Hours of work for Regular Part-time Employees other than Power Engineers referenced in Clause 16.06(b) shall be:

(i) up to seven and three-quarter (7 ¾) 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.

(iii) A Regular Part-time Employee will work a minimum of three (3) hours per shift.

(iv) up to seventy-seven and one-half hours (77 ½) in fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule.

(b) Hours of work for Regular Part-time Power Engineers may be:

(i) up to eight (8) hours in any one (1) day; and

(ii) scheduled to work in a manner where the ratio of work days to days off does not exceed ten (10) work days in a fourteen (14) calendar day period.

(c) Regular Part-time Employees who are scheduled to rotate shifts (days, afternoons and nights; or days and afternoons; or day 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.

(d) 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) consecutive days off per week, averaged over the work cycle of not more than fourteen (14) calendar days;

(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 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).

(e) (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. Power Engineers referenced in Clause 16.06(b) may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Boilers and Pressure Vessels Act.

(ii) Regular hours of work shall exclude an unpaid meal break of not less than one-half (½) hour for shifts worked greater than four (4) hours.

(f) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor or designate, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available Regular Part-time Employees who have requested additional hours of work. Notwithstanding the foregoing, where mutually agreed between the Employer and the Employee, the Employer shall endeavor 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.

(g) 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 ¾) hours per day;

(iii) the hours worked do not exceed seventy-seven and one-half (77 ½) hours over a period of fourteen (14) calendar days;

(iv) the 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.

(h) 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) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

(b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given the remainder of the meal period or rest period later in their shift, or, where that is not possible, be paid for the portion of the meal period or rest period missed at two times (2X) their Basic Rate of Pay.

16.08 (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 subject to the terms and conditions as set out in Article 40 during such assignment.

16.09 (a) Employees may exchange shifts amongst themselves provided that:

(i) the exchange is agreed to in writing between the affected Employees; and

(ii) prior approval of such an exchange has been given by the Employees' immediate supervisor.

(b) 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.

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-quarter (7 ¾) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay.

For Power Engineers who are scheduled to work the normal hours of eight (8) hours per day, all authorized overtime worked in excess of and in conjunction with eight (8) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay.

17.02 Failure to provide at least twelve (12) hours rest between regularly scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than twelve (12) hours rest between regularly scheduled shifts.

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

17.04 (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. Effective April 1, 2020 such accumulation shall not exceed thirty-eight and three quarter (38 ¾) hours.

(b) Where time off in lieu of overtime is granted in accordance with clause 17.04 (a), the overtime worked shall be paid at the time worked at one time (1x) the Basic Rate of Pay and the equivalent time shall be banked at one time (1x) the Basic Rate.

(c) Time off in lieu of overtime shall be paid out by March 31st of each year.

17.05 **Full-Time Employees**

Overtime shall be shared as equally as possible amongst Full-Time Employees who perform the work involved.

17.06 Full-Time Employees required to work by the Employer on their scheduled days off shall be paid at two times (2X) the Basic Rate of Pay for hours worked on each such day.

17.07 A Full-Time Employee may request time off in lieu of overtime worked to be taken in conjunction with their annual vacation by mutual agreement.

17.08 **Part-Time Employees**

(a) Overtime shall be shared as equally as possible amongst Part-Time Employees who perform the work involved.

(b) The overtime rate of two times (2X) 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 ten (10) days in a fourteen (14) calendar day period.

17.09 An Employee who is required to perform overtime following and in conjunction with their regular shift of a duration greater than two (2) hours shall be allowed a one-half (½) hour lunch break and will be reimbursed for the meal purchased by the Employee of up to five dollars ($5.00). If an Employee is required to work additional four (4) hours overtime an additional one-half (½) hour lunch break shall be supplied and the Employee will be reimbursed for the meal purchased by them of up to five dollars ($5.00).

17.10 The time of taking the lunch break will be decided by the Supervisor in charge and may be varied due to the nature of the work being performed.

17.11 The Employer shall not be expected to pay for the lunch 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 A Regular Employee who is called back to work during the On-Call period shall not be paid for those hours worked during the On-Call period in accordance with Article 18, but shall be paid for the hours worked during the On-Call period in accordance with the Call-Back provisions of 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; 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 has completed a shift and 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; 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 kilometer 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 (g) and 16.06 (h).

ARTICLE 20: PYRAMIDING

20.01 Where two (2) or more of the following premiums apply the Employee shall be paid only one (1) of the premiums, 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) Scheduling premiums in accordance with Clause 16.02 (a) and 16.06 (g).

ARTICLE 21: SHIFT PREMIUM

21.01 **Evening shift differential:**

A shift premium 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 fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or

(b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than two (2) hours are worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours;

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

(d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700) hours, no shift differential will be paid.

21.02 **Night Shift differential**

A shift differential of five dollars ($5.00) 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 provided that greater than two (2) hours are worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or

(b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

(c) 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 22: WEEKEND PREMIUM

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

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

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

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

(d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

22.02 All premiums and differentials payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

22.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 23: TRANSPORTATION ALLOWANCE

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

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 kilometer from the Regular Full-time Employee's residence to the Institution and return.

ARTICLE 24: ANNUAL VACATION

24.01 The anniversary date for calculating an Employee's vacation entitlement shall be the Employee's most recent date of hire with the Employer.

24.02 An Employee will not normally be allowed to have more than five (5) days above their current annual entitlement to carry over to the next vacation year. All accumulated vacation beyond the current annual entitlement plus five (5) days shall be paid out to the Employee prior to March 31st of each year.

24.03 Subject to the provisions of Clause 24.06 below, a Full-time Employee shall be entitled to vacation with pay at the Employee's basic rate as follows:

(a) during each of the first (1st) and second (2nd) years of continuous service, an Employee shall earn vacation at a rate of fifteen (15) working days per year (116.25 hours);

(b) during each of third (3rd) to ninth (9th) years of continuous service, an Employee shall earn vacation at a rate of twenty (20) working days per year (155 hours);

(c) during each of tenth (10th) to nineteenth (19th) years of continuous service, an Employee shall earn vacation at a rate of twenty-five (25) working days per year (193.75 hours);

(d) during the twentieth (20th) and subsequent years of continuous service, an Employee shall earn vacation at a rate of thirty (30) working days per year (232.5 hours).

Supplementary Vacation:

(e) 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 is to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date, with Employer approval.

(f) Upon having reached thirty (30) 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 is to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date, with Employer approval.

(g) Upon having reached thirty five (35) 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 is to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date, with the Employer approval.

(h) Upon having reached forty (40) 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 is to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date, with the Employer approval.

(i) Upon having reached forty five (45) 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 is to be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date, with the Employer approval.

(j) For purposes of implementation, any Employee achieving a vacation anniversary date of thirty five (35), forty (40) or forty five (45) years after the ratification of this Collective Agreement, will receive such entitlement when they attain their next supplementary vacation anniversary date.

24.04 Regular Part-time Employees shall be entitled to receive time off for vacation purposes based on the number of years of continuous employment within the bargaining unit as outlined below and shall receive vacation pay in accordance with clause 24.05:

(a) during each of the first (1st) and second (2nd) years of continuous service, twenty-one (21) calendar days;

(b) during each of the third (3rd) to the ninth (9th) years of continuous service, twenty-eight (28) calendar days;

(c) during each of tenth (10th) to nineteenth (19th) years of continuous service, thirty-five (35) calendar days;

(d) during the twentieth (20th) and each subsequent years of continuous service, forty-two (42) calendar days.

24.05 (a) Regular Part-time Employees shall earn vacation pay as follows:

(i) during each of the first (1st) and second (2nd) years of continuous service, the Employee shall earn vacation pay at a rate of six percent (6%) of their regular hours paid at the Basic Rate of Pay;

(ii) during each of the third (3rd) to ninth (9th) years of continuous service, the Employee shall earn vacation pay at a rate of eight percent (8%) of their regular hours paid at the Basic Rate of Pay;

(iii) during each of the tenth (10th) to nineteenth (19th) years of continuous service, the Employee shall earn vacation pay at a rate of ten percent (10%) of their regular hours paid at the Basic Rate of Pay; and

(iv) during the twentieth (20th) and each subsequent years of continuous service, the Employee shall earn vacation pay at a rate of twelve percent (12%) of their regular hours paid at the Basic Rate of Pay.

(v) Upon having reached twenty five (25) years of continuous employment, an Employee shall earn a one-time additional supplemental vacation entitlement of two percent (2%) of their regular earnings in the preceding year. The supplementary vacation is to be taken at the Employee's option at any time subsequent to the current supplementary anniversary date but prior to the next supplementary vacation employment anniversary date, with Employer approval.

(vi) Upon having reached thirty (30) years of continuous employment, an Employee shall earn a one-time additional supplemental vacation entitlement of two percent (2%) of their regular earnings in the preceding year. The supplementary vacation is to be taken at the Employee's option at any time subsequent to the current supplementary anniversary date but prior to the next supplementary vacation employment anniversary date, with Employer approval.

(vii) Upon having reached thirty five (35) years of continuous employment, an Employee shall earn a one-time additional supplemental vacation entitlement of two percent (2%) of their regular earnings in the preceding year. The supplementary vacation is to be taken at the Employee's option at any time subsequent to the current supplementary anniversary date but prior to the next supplementary vacation employment anniversary date, with Employer approval.

(viii) Upon having reached forty (40) years of continuous employment, an Employee shall earn a one-time additional supplemental vacation entitlement of two percent (2%) of their regular earnings in the preceding year. The supplementary vacation is to be taken at the Employee's option at any time subsequent to the current supplementary anniversary date but prior to the next supplementary vacation employment anniversary date, with Employer approval.

(ix) Upon having reached forty five (45) years of continuous employment, an Employee shall earn a one-time additional supplemental vacation entitlement of two percent (2%) of their regular earnings in the preceding year.

(x) For the purposes of implementation, any Employee achieving a vacation anniversary date of thirty five (35), forty (40) or forty five (45) years after the ratification of this Collective Agreement, will receive such entitlement when they attain their next supplementary vacation anniversary date.

(b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled each pay period.

24.06 There shall be no accrual of vacation entitlements during:

(i) layoff; or

(ii) a leave of absence without pay which is in excess of thirty (30) calendar days, for the period which exceeds thirty (30) days; or

(iii) an absence while on unpaid sick leave, STD or LTD which is in excess of thirty (30) calendar days, for the period which exceeds thirty (30) days; or

(iv) an absence while in receipt of payments from Worker's Compensation which is in excess of thirty (30) calendar days, for the period which exceeds thirty (30) calendar days.

24.07 The choice of vacation time, unless otherwise mutually agreed between the Employer and the Employee, shall be granted according to seniority in the Bargaining Unit as defined in Article 35. Preference of vacation time based on seniority will only apply to requests received prior to April 1st in any given year. Requests received after that date will be prioritized on the basis of when they are received. The granting of vacation time is subject to the approval of the Employer based upon operational requirements and other relevant factors.

24.08 In any given year, an Employee must take at least two (2), one (1) week blocks of time as vacation. This could be combined as a two (2), three (3), or four (4) week vacation, or as two (2) separate vacations of one week in length.

Requests for single days or groups of days less than one (1) week will be considered at the discretion of the Employer.

24.09 The vacation request list shall be made available by January 1st of each year. Choice(s) of vacation dates shall be submitted by the Employee prior to March 31st. The Employer shall post the approved vacation schedule no later than April 30th.

24.10 Employees who, after April 1st in any year, make vacation requests shall provide thirty (30) calendar days notice wherever possible. Exceptions to this will be considered at the discretion of the Employer. The Employees shall be advised within thirty (30) calendar days if their vacation request has been approved or denied.

24.11 Between June 1st and September 1st in any given year, an Employee may only request to take a maximum of one (1), three (3) week block of vacation. Exceptions may be considered by the Employer where such a request is operationally feasible.

24.12 If a Named Holiday occurs during an Employee's vacation period, the Employee shall receive recognition of the Named Holiday in accordance with Article 25.06.

24.13 Where, during an Employee's vacation, the Employee:

(a) encounters a bereavement in accordance with Article 31, or

(b) becomes sick or injured requiring hospitalization, or

(c) becomes sick or injured, without being hospitalized, for a period in excess of one (1) week and this is substantiated by a medical certificate,

the Employee may elect to have these periods considered as being vacation days not taken and they may be rescheduled and taken at a later date with pay. Instead, the Employee shall be entitled to bereavement leave or sick pay for such periods pursuant to the terms of Articles 26 or 31, as applicable.

24.14 Vacation pay will be payable in advance at the commencement of the Employee's vacation, but only if requested by the Employee to the Department Head, and only if such request is made, in writing, at least two (2) weeks in advance.

24.15 An Employee who terminates employment shall:

(a) be entitled to vacation pay on a pro-rata basis as determined by the application of Clause 24.03 or 24.04, provided the Employee gives proper notice as per Clause 35.02;

(b) be entitled to vacation pay as provided in the Employment Standards Code and regulations thereunder, if the Employee does not give proper notice as per Clause

35.02; except that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

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	Labour Day	August Civic Holiday
Family Day	Thanksgiving Day	
Good Friday	Remembrance Day	
Victoria Day	Christmas Day	
Canada 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 day off with pay at a time mutually agreed upon between the Employer and the Employee. An Employee is only entitled to such Holiday if they are in the employ of the Employer on January 1st of the year in which the Holiday is to be provided. Failing mutual agreement by December 31st 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.

(c) not be on a leave of absence.

25.05 (a) A Regular Full-time Employee scheduled or required to work on any of the Named Holidays shall:

(i) be paid at one and one-half (1 ½X) times the Employee's Basic Rate of Pay, and

(ii) by mutual agreement, have a day added to their next annual vacation at their Basic Rate of 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:

(i) be paid at two times (2X) the Employee's Basic Rate of Pay, and

(ii) by mutual agreement, have a day added to their next annual vacation at their Basic Rate or 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 at their Basic Rate of Pay added to the Regular Full-time Employee's 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) 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 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 When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a Full-time Employee's regularly scheduled day off; such Employee shall then be entitled to the provisions of Clause 25.07.

25.09 **Regular Part-time Employees**

(a) A Regular Part-time Employee who works on a Named Holiday shall be paid at the rate of one and one-half times (1 ½X) 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 pay, 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.

25.10 All accumulated time in lieu of a Named Holiday shall be paid out at the rate in effect on March 31st 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 and that absence from duty due to such therapy or treatment shall be considered as sick leave.

26.02 After an Employee has completed their probation period they shall be allowed a credit for sick leave from the date of employment provided however, that an Employee shall be entitled to apply sick leave credits prior to the completion of their probation period.

(a) **Regular Full-time Employees**

Sick leave credits for a Regular Full-time Employee shall be earned and computed at the rate of one and one-half (1 ½) working days for each full month of employment up to a maximum nine hundred and thirty (930) hours.

(b) **Regular Part-time Employees**

(i) Part-time Employees shall accumulate sick leave credits on the basis of one and one-half (1 ½) working days per month, pro-rated on the basis of regularly scheduled and additional hours worked at the Basic Rate of Pay by the Part-time Employee, in relation to the regularly scheduled hours of a Full-time Employee, up to a maximum of nine hundred and thirty (930) hours.

(ii) When a Regular Part-time Employee accepts 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.

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 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 Health Benefit Spending Account. Such absence shall neither be charged against the Employee's sick credit accumulation nor shall they suffer any loss of income proved such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. The Employee may be required to submit satisfactory proof of such appointments.

26.05 Employees may be required to submit proof, satisfactory to the Employer, of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, upon presentation of a receipt, the full fee shall be reimbursed by the Employer.

26.06 When an 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.

26.07 (a) An Employee who has exhausted their sick leave credits during the course of an

illness and the illness continues, shall be deemed to be on a 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 seven (7) days notice of readiness to return to work. An Employee who:

(i) 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;

(ii) 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 the Employee 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;

(b) After thirty months (30) months from the initial date of illness for an Employee receiving LTD benefits, or Workers' Compensation benefits for a period of up to thirty-six (36) months, an Employee deemed by the Employer to be incapable of returning to work pursuant to (a) or (b) above, shall be considered to have terminated the employment relationship with the Employer.

(c) Prior to the termination date as provided for in (b) above, the Employer shall review, with the Union, the status of the Employee. The time lines identified in part (b) above may be extended by mutual agreement in writing between the Employer and the Union.

26.08 When an Employee informs the Employer of an intention to terminate services on a given date and subsequently becomes ill prior to such date, the Employee shall be entitled to sick pay for all days lost up to but not beyond that date of the termination of services. Employees may be required to submit satisfactory proof as outlined in Clause 26.05.

26.09 For each occasion of Employee illness**,** which necessitates losing time from work**,** the Employee shall be entitled to sick pay up to the total of sick credits accrued. Sick pay shall be at the Employee's Basic Rate of Pay and all days so paid shall be deducted from the Employee's sick credits accumulation.

26.10 (a) No sick pay payments shall be made with respect to:

(i) any illness or injury which is incurred once an Employee commences their vacation, except as provided in Clause 24.13;

(ii) periods during which an Employee is on a leave of absence;

(iii) any illness or injury incurred while the Employee has not yet qualified for sick pay as specified in Clause 26.02 above.

(b) Sick pay will be payable if an Employee has scheduled vacation dates and becomes ill or injured prior to the date on which the Employee was scheduled to commence vacation and which illness or injury extends into the vacation period scheduled, for the period of time falling within the scheduled vacation period. In this event, the number of days paid for shall, if the Employee so wishes, be considered as vacation days not taken and may be rescheduled for a later date and taken then with pay.

26.11 Should an Employee experience the recurrence of the illness requiring the Employee to leave work during the first shift following an absence due to illness, such absence shall be considered a continuation of the immediately preceding illness.

26.12 Employees reporting sick shall do so to the Employer as soon as possible in order that a

replacement may be arranged or duties re-distributed. Failing to do so, the 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 Employee should have reported for work and the time at which the Employee reported.

26.13 The amount of sick leave accrued to an Employee shall appear on every pay stub.

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.

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 not compensable under the Workers' Compensation Act.

27.04 An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net salary for regular hours at the basic rate of pay provided they assign to the Employer the monies received from the Workers' Compensation Board for the time lost due to the accident. Days on which an Employee is absent on compensation shall not be charged against sick leave credits. The maximum continuous duration for the supplement to the WCB payments shall be twenty-four (24) months.

27.05 An Employee who is in receipt of Workers' Compensation benefits in excess of thirty (30) calendar days shall cease to accrue Named Holidays, Annual Vacation, and Sick Leave entitlements.

27.06 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 enrollment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:

(a) Alberta Blue Cross Supplementary Health Benefits Plan; or equivalent, through 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 ($3000) 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 ($3000) 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, a "El 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.

Regular Part-time Employees

28.04 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 Plan.

28.05 **Flexible Spending Account**

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

1. **Eligibility**

(a) A FSA 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**

The FSA will be calculated as follows:

(a) Following the date of ratification, up to one hundred dollars ($100.00), 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 agreement;

(b) Effective January 1, 2020, eligible Employees will have the ability to allocate the full amount of up to Eight hundred fifty dollars ($850.00), depending on an Employee's FTE, into any of the accounts outlined in Article 28.05 clause 3 of the collective agreement.

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, such expenditures such as fitness centre memberships and fitness equipment.

(f) Family care including day care and elder care.

4. **Allocation**

(a) By the allocation date set by the Employer of each year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.

(b) Any unused allocation in an Employee's FSA as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.

(c) Employees who are laid off after January 1st in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.

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

5. **Implementation**

(a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.

(b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.

(c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

6. An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

Note: The Employer agreed to Amend Employee Benefit Plan to reflect the changes listed below;

Benefit	**Per Visit**	**Annual Max**
Massage	$50.00	$1,000.00
Psychologist	$50.00	$1,000.00
Podiatrist	$50.00	$1,000.00
Hearing Aids	$500.00	Every 2 years
Naturopath	$35.00	$ 700.00
Acupuncture	$35.00	$ 700.00

ARTICLE 29: PENSION PLAN

29.01 The Employer shall contribute to the Local Authorities Pension Plan, 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.

29.02 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.

(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 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 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 **Maternity Leave**

(a) An Employee who has completed 90 days of continuous employment with the Employer, shall upon two (2) weeks written notice commence Maternity Leave. The two (2) week notice will be waived in case of an emergency, and the Employee will submit in writing the notice for Maternity Leave as soon as possible. Such leave shall become effective thirteen (13) weeks preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that the Employee commences maternity leave no later than the date of delivery. 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, Short Term or Long Term Disability. Maternity Leave shall not exceed sixteen (16) consecutive weeks**,** unless extended by mutual agreement between the Employer and the Employee.

(b) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same classification held by her immediately prior to taking Maternity Leave and at the same Basic Rate of Pay.

30.06 **Parental Leave/Adoption Leave**

(a) Parental Leave

Upon their written request, providing at least two (2) week's advance notice an Employee shall be granted parental leave without pay and benefits. Such leave shall be taken as follows:

(i) For an Employee entitled to maternity leave, other than an Employee described in 30.05, 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 is place with the adoptive parent for the purpose of adoption.

(b) The total period of maternity and parental leave shall not exceed seventy eight (78) weeks unless mutually agreed between the Employer and Employee.

(c) Maternity and Parental leaves shall be without loss of seniority

(d) A regular Employee on maternity or parental leave shall provide the Employer with at least two (2) week's written notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or comparable position at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date they commenced leave.

30.07 **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 Department Head 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 (½) 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 (½) of the Employees scheduled hours of work for that day the Employee will be paid for all scheduled hours as if worked.

(e) 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.

30.08 (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

30.08(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.

30.09 **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.

30.10 When an Employee is on leave of absence without pay and is receiving Long Term Disability**,** the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a period not exceeding twenty-four (24) months from the beginning of Short Term Disability or Long Term Disability provided that the Employee makes prior arrangements with the Employer for the payment of the Employee's share of Alberta Health Care premiums. Failure by an Employee to submit their portion twenty-five percent (25%) will result in the Employer discontinuing premium payments for that Employee.

30.11 **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, and 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.

30.12 **Caregiver Leaves**

(a) Compassionate/Terminal Care Leave

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

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

- The Employee's family members: spouse, adult interdependent partner or common-law partner; children (and their partner/spouse); current or former foster children (and their partner/spouse); current or former wards; parents, step-parents and /or current or former guardians (and their partner/spouse); current or former foster parents; siblings, half-

siblings, step-siblings, (and their partner/spouse); grandchildren, step-grandchildren (and their partner/spouse); grandparents, step-grandparents; aunts, uncles, step-aunts, step-uncles (and their partner/spouse) ; nieces, nephews (and their partner/spouse); a person the Employee isn't related to but considers to be like a close relative; or,

- Family members of the Employee's spouse, common-law or adult interdependent partner: children (and their partner/spouse); current or former wards; parents, step-parents, foster parents; siblings, half-siblings, step-siblings; grandparents; grandchildren; aunts, uncles; nieces, nephews.

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

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

(iv) Notwithstanding Article 30.01, and Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) Critical Illness Leave

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

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

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

(iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the Alberta *Employment Standards Code* and regulations.

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

(v) Notwithstanding Article 30.01 an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employee if they want to take the leave in weekly increments.

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

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

(a) An Employee who is the parent of a child who has disappeared, and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to fifty-two (52) weeks.

(b) An Employee who is the parent of a child who has died, and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.

(c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.

(d) The period during which the Employee may take death or disappearance of a child leave:

(i) begins on the day on which the death or disappearance occurs, and

(ii) ends on the earliest of:

- the length of the leave specified in Article 30.13 (a) or (b), or
- in the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, not no later than the end of the fifty-two (52) week period, or
- on the day on which the circumstances are such that it is not longer probable that the death or disappearance was the result of a crime.

(iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.

(iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

30.14 **Domestic Violence Leave**

(a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.

(b) Alternatively, an Employee may access applicable leaves of absence or banks such as sick leave or special leave.

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

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

(e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

30.15 **Citizenship Ceremony Leave**

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

30.16 **Military Leave**

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

ARTICLE 31: BEREAVEMENT

31.01 (a) An Employee shall be granted reasonable leave of absence in the event of a 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 spouse)

son-in-law	child
daughter-in-law	parent
mother-in-law	brother
father-in-law	sister
brother-in-law	legal guardian
sister-in-law	grandparent
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 to attend the funeral or service if travel in excess of three hundred and twenty-two (322) kilometers 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 (a) The Employer will furnish and maintain (launder, alter and repair) without charge such uniforms which 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, color and style of uniforms and the requirements of each group of Employees shall be determined by the Employer.

(b) When an Employee requests to supply their own uniform; the nature, colour and style of the uniform shall be determined by the Employer. In such case, the uniform shall be furnished and maintained (laundered, altered and repaired) at the Employee's cost. The Employee request shall not be unreasonably denied.

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.

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**,** 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 made in accordance with the procedures established by the Employer. Applications for posted positions will be accepted at any time within the posting period.

33.04 In considering such applicants the Employer shall take into account qualifications, job related skills, abilities, documented performance, and seniority. Where these factors are considered by the Employer to be relatively equal, preferential consideration shall be given to 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 (a) Successful applicants that are transferring from within CUPE Covenant Health Locals 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. Employees shall be required to serve the probationary period, as per Article 13 of the applicable Collective Agreement.

(b) Successful applicants who are transferring from other Covenant Health non-CUPE facilities shall transfer their vacation entitlement date, unused vacation up to a maximum of one (1) year's entitlement plus five (5) days, and accrued sick leave. 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 The Successful Candidate listing will be forwarded to the Union on a weekly basis.

33.08 (a) All promotions and transfers shall be on a trial basis. The promoted or transferred Employee shall be given a trial period of three hundred and twenty-five point five (325.5) hours worked or to a maximum of three months (3) for Regular Part-time Employees in which to demonstrate their ability to perform the duties of the position satisfactorily. The trial period may be extended by up to three hundred and twenty-five point five (325.5) hours, 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, shall serve a new probation period from the effective date of the transfer or promotion.

(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: DISCIPLINE, DISMISSAL AND RESIGNATION

34.01 An Employee shall be considered to have terminated services if the Employee:

(a) is absent for three (3) scheduled shifts without good and proper reason and without notification being given to the Department Head or Designate; or

(b) does not return as scheduled from a leave of absence or vacation, except where such is for reasons acceptable to the Employer, or

(c) does not return from layoff when recalled, except where such is for reasons acceptable to the Employer, or

(d) has been on layoff in excess of half the Employee's length of service to a maximum of twenty-four (24) months.

34.02 An Employee intending to terminate services with the Employer shall give a minimum of two (2) weeks notice, exclusive of vacation, in writing, to that effect.

34.03 (a) Except for the dismissal of an Employee serving a probationary period, there shall be no discipline or dismissal except for just cause;

(b) Copies of all disciplinary notices shall be forwarded to the Union;

(c) An Employee shall have the right to have a Shop Steward or Local Union Officer present at the disciplinary meeting with the Employer;

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

34.04 (a) Employees shall have access to review their personnel file by request made in writing at least one (1) working day in advance once each year or when the Employee has filed a grievance. The Employee may request that a representative of the Union be present when their file is reviewed;

(b) An Employee shall be given a copy of the contents of their personnel file upon request, but not more frequently than once in a calendar year; or when the Employee has filed a grievance.

34.05 Any notice of discipline placed on an Employee's file shall be deemed to be removed after a period of eighteen (18) months exclusive of absences due to illness greater than 30 calendar days, provided that:

(a) no further disciplinary action has been taken during that eighteen (18) month period; or

(b) the disciplinary action is not the subject of an unresolved grievance.

34.06 The Employer shall whenever possible and appropriate provide the Employee advance notice of not less than twenty-four (24) hours of any disciplinary meeting.

34.07 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 35: SENIORITY

35.01 "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 36 Layoff and Recall Procedure and authorized leave(s) of absence.

35.02 (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 Employer will provide the Employee and/or the Union with the information necessary to establish the accurate seniority date.

(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.

35.03 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.

35.04 (a) An up-to-date seniority list shall be sent to the Union 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.

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

35.06 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.

35.07 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 36: LAYOFF AND RECALL PROCEDURE

36.01 Prior to reducing the work force, the Employer shall notify an 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.

36.02 Prior to implementation of the provisions of this Article the Employer will meet with the Union to inform the Union of the Employer's intentions.

36.03 For the purpose of this Article, "paygrade" shall mean classifications with the same maximum rate of pay.

36.04 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.

36.05 When there is a classification where the least senior Employee occupies a position with a particular skill set, that position will 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.

36.06 Affected employees whose FTE is 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**.**

36.07 Regular Full-time Employees who are given position elimination or displacement notice will exercise one of the following options within five (5) 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 or less senior Regular Employee for which they have the ability to perform the work without training, and 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 36.07 (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.

36.08 Regular Part-time Employees with benefit eligibility (i.e. 0.3875 FTE or greater) who are given position elimination or displacement notice will exercise one of the following options within five (5) calendar days:

(a) (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 required 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 position in length remaining in their own classification currently occupied by a Casual, Temporary or less senior Regular Employee for which they have the ability to perform the work without training and 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 36.08 (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.

36.09 Regular Part-time Employees without benefit eligibility (i.e. less than 0.3875 FTE) who are given position elimination or displacement notice will exercise one of the following options within five (5) calendar days:

(a) (i) select a vacancy of less than 0.3875 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 qualifications 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 position, without benefit eligibility, in their own classification currently occupied by a Casual, Temporary or less senior Regular Employee for which they have the ability to perform the work without training, and 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 36.09 (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.

36.10 **Notice Provisions**

(a) Notice of layoff shall be in writing and shall be served either in person or by double registered letter directed to the Employee's last known address. Layoff notices served by double 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 re-assignments as they occur.

(c) An Employee shall receive written confirmation of re-assignment following their option selection in consultation with the Employer and the Union.

36.11 **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) 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.

36.12 **Trial Period**

Employees reassigned as a result of layoff or displacement shall serve a trial period of three hundred and twenty-five and one-half (325½) hours worked in which to demonstrate the ability to perform the work satisfactorily. If, in the opinion of the Employer, the Employee fails to succeed or the Employee chooses to return to their prior status, during the trial period, the Employee will be placed on the recall list and will not have their original expiry date of recall changed.

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

36.14 **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.

36.15 **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 Employee's on layoff preference in other positions where the Employee can perform the work satisfactorily**.**

36.16 If a Department is to be closed or a substantial number of Regular Employees are to be affected by a staff reduction, the Employer will provide as much notice as possible to the Union. In such circumstances the Employer will resort to available government assistance programs which provide placement elsewhere or retraining.

36.17 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 one

hundred and twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the Bargaining Unit.

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 37: TEMPORARY AND CASUAL EMPLOYEES

37.01 A Temporary Employee shall be covered by the terms and conditions of this collective agreement except that Article 36 shall not apply.

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

37.03 When a Temporary Employee is hired the Employer shall advise the Union in writing of the Temporary Employee's name, classification, department, position and nature of the temporary assignment, and where applicable, the name of the Employee being replaced on a temporary basis. The term of employment of such Temporary Employee may be extended only by mutual agreement in writing between the Employer and the Union.

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

CASUAL EMPLOYEES

37.05 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 20, 21, 22, 32, 33, 37, and 38 shall apply.

37.06 **Hours of Work**

(a) Hours of work for a Casual Employee shall be up to seven and three-quarter hours (7 ¾) in a day.

(b) Casual employees will not be required to work in a manner where the ratio of work days to non-work days exceeds ten (10) work days in a fourteen calendar day period.

(c) Casual Employee shall not work 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 between the Employer and the Union.

(d) No Casual Employee shall be scheduled except with their consent. However, a Casual may be scheduled with consent for a specific job or as a relief for absences, the duration of which is three (3) months or less.

(e) A Casual Employee scheduled with consent for a specific job or as relief for absences as outlined in (d) above shall be entitled to the Court appearance provisions of this Collective Agreement.

(f) Hours of Work shall be deemed to:

(i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter (7 ¾) hours; or

(ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours. If this is more compatible with the scheduling

of work assignments, the alternative to be applied shall be at the discretion of the Employer; or

(iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift or three point eight seven five (3.875) hours; and

(iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours;

(v) if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:

(a) for a rest period, at two times (2X) their Basic Rate of Pay rather than one (1X); or

(b) for a missed meal period; at two times (2X) their Basic Rate of Pay.

(c) Casual Power Engineers may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the *Safety Codes Act.*

(g) Named Holiday

(i) Casual Employees required to work on a Named Holiday shall be paid at one and one-half times (1 ½ X) the Basic Rate of Pay for all hours worked on such day.

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

(iv) A Casual Employee who works on August Civic Holiday or Christmas Day shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked.

(h) Vacation Pay

Casual employees shall be paid in addition to their Basic Rate of Pay, six percent (6%), eight percent (8%), 10 percent (10%) or twelve percent (12%) whichever is applicable, depending on vacation entitlement, of their regular earnings in lieu of vacation.

(i) during each of the first (1st) and second (2nd) years of continuous service, the Casual Employee shall earn vacation pay at a rate of six percent (6%) of their regular hours worked at the Basic Rate of Pay;

(ii) during each of the third (3rd) to ninth (9th) years of continuous service, the Casual Employee shall earn vacation pay at a rate of eight percent (8%) of their regular hours worked at their Basic Rate of Pay;

(iii) during each of the tenth (10th) to nineteenth (19th) years of continuous service, the Casual Employee shall earn vacation pay at a rate of ten percent (10%) of their regular hours worked at their Basic Rate of Pay; and

(iv) during the twentieth (20th) and each subsequent years of continuous service, the Casual Employee shall earn vacation pay at a rate of twelve percent (12%) of their regular hours worked at their Basic Rate of Pay.

(i) Reporting pay

If 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. 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.

(j) Call Back

(i) 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 at the rate in accordance with the Covenant Health Travel Policy rate per kilometer from the Employee's residence to the institution and return provided the return is prior to the commencement of their next shift.

(ii) A Casual employee who normally travels from the institution 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 institution to their place of residence.

(k) Overtime

The Employer shall determine when overtime is necessary and for what period of time it is required:

(a) (i) For all authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 ¾) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay; or

(ii) For all overtime worked in excess of seventy-seven and one half (77 ½) hours in a fourteen calendar day period shall be paid at two times (2X) the Basic Rate of Pay;

whichever is greater.

(b) Failure to provide at least twelve (12) hours rest between regularly scheduled shifts for regularly scheduled Employees, 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 twelve (12) 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.

(l) On Call Duty

(i) If a Casual Employee is not working but the Employee is required by the Employer to be readily available to respond without undue delay to any request to report to work, the Employee shall be paid three dollars ($3.00) for each assigned hour of authorized on-call duty.

(ii) On Named Holidays they shall be paid four dollars and twenty five cents ($4.25) per hour. A Named Holiday shall run from zero one (0001) hours on the Named Holiday to twenty-four hundred (2400) hours of the same day.

(iii) A Casual Employee who is called back to work and required to report for work without undue delay during the on-call period shall not be paid the on-call rate during the period they are working but will be paid for the hours worked during the on-call period at either:

(a) the overtime rate of two times (2X) the Basic Rate of Pay; or

(b) four (4) hours at the Basic Rate of Pay;

whichever is greater.

(iv) When employees are supplied a pocket pager by the Employer for the purpose of On-Call Duty, there shall be no cost to the Employee for the use of the pocket pager.

(v) A Casual Employee who was not on call and is employed in a regularly scheduled full-time or part-time capacity and who is called back and required to report for work outside of their scheduled hours shall be paid for any one (1) call at either:

(a) the overtime rate of two times (2X) the Basic Rate of Pay; or

(b) four (4) hours at the Basic Rate of Pay;

whichever is greater.

(m) Court Leave

A Casual Employee summoned to serve jury duty or who has been served with a subpoena to appear as a witness in a court of law in a matter arising out of their employment shall be paid pursuant to Clause 30.07.

(n) Seniority

Casual Employees do not accumulate seniority.

(o) Workers' Compensation

Casual Employees will be provided with Workers' Compensation coverage.

(p) Grievance Procedure

Casual Employees who initiate a grievance shall have access to review their personnel file upon service of at least one (1) days notice.

(q) Transportation

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 institution to their place of residence

ARTICLE 38: RETROACTIVITY

38.01 An Employee whose employment has left the employ of the Employer prior to the date upon which this Collective Agreement is signed by the Employer, shall be eligible to receive retroactively any increase in salary which 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.

ARTICLE 39: EXTENDED WORK DAY

39.01 Where the parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such agreement by signing a document indicating such agreement applies.

39.02 Either party may, by giving at least 60 calendar days notice in writing to the other party, terminate this agreement.

39.03 The Employer and the Union acknowledge and confirm that, with the exception of those amendments detailed below, when the extended work day is implemented, all other articles of this Collective Agreement shall remain in force and effect.

39.04 **Hours of Work**

(a) Regular hours of work for Regular Full-time Employees shall:

(i) Not exceed eleven point five (11.5) consecutive hours per day;

(ii) Be an average of seventy seven point five (77.5) hours in a fourteen (14) calendar day period over one (1) complete cycle of the schedule rotation.

(iii) Except where overtime is necessitated, maximum in hospital hours shall not exceed twelve and one quarter (12 ¼) hours per day as determined by the start and finish times of the shift;

(iv) Provide for at least eleven and three quarter (11 ¾) hours between regularly scheduled shifts;

(v) No more than four (4) consecutive extended shifts without receiving days off unless otherwise mutually agreed.

(b) Regular hours of work for Regular Full-Time Power Engineers, shall be:

(i) Up to, but not exceeding twelve (12) consecutive hours per day;

(ii) Up to, but not exceeding eighty four (84) hours in a fourteen (14) calendar day period over one (1) complete cycle of the schedule rotation; and

(iii) Up to, but not exceeding two thousand and eighty eight (2088) hours in a year;

(iv) Except where overtime is necessitated, maximum in hospital hours shall not exceed twelve and one quarter (12 ¼) hours per day as determined by the start and finish times of the shift;

(v) At least eleven and three quarter (11 ¾) hours between regularly scheduled shifts;

(vi) No more than four (4) consecutive extended shifts without receiving days off unless otherwise mutually agreed.

(c) Regular hours of work for Regular Part-time Employees, shall be:

(i) Up to but not exceeding eleven point five (11.5) consecutive hours per day;

(ii) Up to, but not exceeding seventy seven point five (77.5) hours in a fourteen (14) calendar day period over one (1) complete cycle of the schedule rotation; and

(iii) Except where overtime is necessitated, maximum in hospital hours shall not exceed twelve and one quarter (12 ¼) hours per day as determined by the start and finish times of the shift;

(iv) At least eleven and three quarter (11 ¾) hours between regularly scheduled shifts;

(v) No more than four (4) consecutive extended shifts without receiving days off unless otherwise mutually agreed.

(d) Meal Periods and Rest Periods

Regular hours of work shall include paid rest periods as scheduled by the employer and shall exclude at least one (1) and not more than two (2) unpaid meal periods of up to thirty five (35) minutes each.

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

$$\frac{\text{LENGTH OF SHIFT X 0.5 X 60}}{7.75}$$

(EXAMPLE: $\frac{\text{11.5 HRS X 0.5X 60}}{7.75}$ = 45 MINUTES

or three (3) fifteen (15) minute breaks)

(e) OVERTIME

Authorized periods of work in excess of the regular working periods specified in Article 40.04 (a) and (b) will be compensated for in accordance with Article 17 and Article 19 of the Collective Agreement.

(f) SHIFT DIFFERENTIAL

The provisions of Article 21 shall apply**.**

(g) WEEKEND PREMIUM

The provisions of Article 22 shall apply.

(h) NAMED HOLIDAY PAYMENT

It is agreed that a Full-time Employee covered by this Article shall be entitled to eleven (11) Named Holidays plus a Floater, as specified in Article 25.03 of the Collective Agreement and shall be paid at their basic rate of pay for, seven and three-quarter (7 ¾) hours to a total of ninety-three (93) hours per annum.

(a) Where an employee works a Named Holiday as specified in Article 25.01 of the Collective Agreement**,** the employee will be paid one and a half times (1½ X) for all hours worked on the Named Holiday plus:

(i) By mutual agreement, seven point seven five (7.75) hours added to the employee's next annual vacation, or

(ii) A mutually agreeable seven point seven five (7.75) hours off with pay in conjunction with the Full-time Employee's regular days off, or

(iii) One day of pay at seven point seven five (7.75) hours at their basic rate of pay.

(b) An Employee who works on the August Civic Holiday or Christmas Day shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked.

(i) By mutual agreement, seven point seven five (7.75) hours added to the Employee's next annual vacation, or

(ii) A mutually agreeable seven point seven five (7.75) hours off with pay in conjunction with the Full-time Employee's regular days off, or

(iii) One day of pay at seven point seven five (7.75) hours at their Basic Rate of Pay.

(c) All accumulated time in lieu of a Named Holiday shall be paid out prior to March 31st of each year.

(i) SICK LEAVE

(i) After a Regular Employee has successfully completed the probationary period as outlined in Article 13 of the Collective Agreement, the Employee shall be allowed credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for full time hours worked per month, up to a maximum of nine hundred thirty hours (930) hours (Prorated for Part-time Employees).

(ii) A Regular Employee granted sick leave shall be paid for the period of such sick leave at her basic rate of pay and in accordance with the terms and conditions of Article 26 of the Collective Agreement. The number of hours thus paid shall be deducted from the employee's accumulated sick leave bank up to the total amount of the employee's accumulated sick leave credits.

(j) BEREAVEMENT LEAVE

The Provisions of Article 23 shall apply.

(k) VACATIONS WITH PAY

During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:

i) During the first (1st) and second (2nd) years of such employment a Full-time Employee earns a vacation time of one hundred and twenty (120) hours; or

ii) During the third (3rd) to ninth (9th) years of such employment a Full-time Employee earns a vacation time of one hundred and sixty (160) hours; or

iii) During the tenth to nineteenth (19th) years of such employment a Full-time Employee earns a vacation time of two hundred (200) hours; or

iv) During the twentieth (20th) and subsequent years of such employment a Full-time Employee earns a vacation time of two hundred and forty (240) hours.

SUPPLEMENTAL VACATION

Regular Full-Time Employees refer to Article 24.03 (e)-(j) and Regular Part-Time Employees refer to Article 24.05 (v)-(x).

(l) CASUAL ASSIGNMENTS

Employees, who relieve in positions which follow an extended work day schedule, shall follow the provisions of this extended work day option for such casual assignment.

A Casual Employee may be called or required for an extended work day shift in accordance with Article 39. In such case, the Employee will be paid at the Basic Rate of Pay for all hours worked up to eleven and one-half (11 ½) hours per day.

ARTICLE 40: COPIES OF COLLECTIVE AGREEMENT

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

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

40.03 The Agreement shall be printed and the costs shall be shared equally between the parties.

ARTICLE 41: EMPLOYMENT INSURANCE REDUCTION

41.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions will be returned to all eligible Employees as a payroll credit in December each year. In the event the payment dates changes, the Employer will notify the Union of such change.

On behalf of Covenant Health

_____

_____

Dated: _____

On behalf of the Canadian Union of Public Employees, Local 2111

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_____

Dated: _____

LETTER OF UNDERSTANDING #1:

BETWEEN

COVENANT HEALTH
THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: CONTRACTING OUT AND SEVERANCE

The parties agree as follows:

1. **Contracting Out**

   1.1 The parties recognize the important contribution the General Support Staff make in the delivery of support service and are committed to ensure job security where reasonably possible. Whenever possible, work will be completed by qualified bargaining unit members before contracting out. To this end, it is understood by the parties that this Employer will consult with the Union as soon as reasonably possible and at a minimum, one (1) month prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.

   1.2 In the event of an adjustment, as outlined in 1.1, the Employer agrees that Employees affected shall be given no less than ninety (90) calendar day's written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required layoff notice carried out in accordance with Article 36 (Layoff and Recall).

   1.3 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.

   1.4 This Letter of Understanding will not prevent the transfer of services and the associated Employees between health care facilities operated by the Alberta Health Services within the Province of Alberta.

2. **Severance**

   2.1 In the event the work performed by an Employee in the Bargaining Unit is contracted out and no alternate employment is found for an affected Employee, resulting in the permanent reduction in the number of CUPE Regular Employees, the Employee shall be eligible for severance calculated as follows:

      (a) The equivalent of two (2) weeks regular salary for each full year of continuous employment to a maximum payment of forty (40) weeks.

(b) Regular salary = (regularly scheduled hours of work as at the date of application for the program) x (Basic Rate of Pay). For calculation purposes, service in excess of six (6) months shall be considered a full year (e.g. five (5) years and seven (7) months would be considered as six (6) years of service).

(c) If the terms of contracting out require employment with the contractor and if the basic rate of pay is less than their current rate of pay, the Employer will provide severance as per the aforementioned schedule for the difference between the two rates.

(d) For purpose of severance, continuous employment will be calculated from the last date of hire recognized within the bargaining unit.

(e) 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.

2.2 Employees who receives severance 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, Alberta Health Services or Alberta Health and Wellness for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

2.3 The Employee may be considered for hire by an Employer referred to in 2.2 provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

2.4 Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's full-time equivalency or a comparable full-time equivalency.

2.5 The 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.

2.6 The Employer reserves the right to determine the date of termination and once approved, the decision to take severance and terminate employment is irrevocable.

The Letter of Understanding will expire on March 31, 2021.

On behalf of Covenant Health

On behalf of the Canadian Union of Public Employees, Local 2111

_____

_____

_____ _____

Dated: _____ Dated: _____

LETTER OF UNDERSTANDING # 2

BETWEEN

COVENANT HEALTH

THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: APPRENTICESHIP

The Employer and the Union agree that the training of tradespersons through the apprenticeship system is essential to ensure an adequate supply of competent tradespersons for the future of the industry, and to that end, agree as follows:

1. a) An emphasis on recruiting apprentices shall be made;

   b) Apprentices will be supported during their school period by being paid their regular wage for eight (8) hours per day, Monday to Friday while in attendance at school. If the apprentice is unsuccessful in completing their school period, the Employer shall not be required to pay for the next school period. If that school period is successfully completed, the Employer shall resume paying regular wages during the subsequent school periods, subject to successful completion.

   c) The Employer shall pay for any tuition fees, books, and course materials required for the apprentice to attend the school periods.

   d) The Employee shall enter into a Return Service Commitment Agreement.

2. When an apprenticeship is offered to an Employee, the rate of pay shall be:

   Year 1: Sixty percent (60%) of the applicable Journeyman Job Rate of Pay.

   Year 2: Seventy percent (70%) of the applicable Journeyman Job Rate of Pay.

   Year 3: Eighty percent (80%) of the applicable Journeyman Job Rate of Pay.

   Year 4: Ninety percent (90%) of the applicable Journeyman Job Rate of Pay.

3. For new employees in the first year of employment, their rate of pay shall be at the appropriate percentage of the journeyman Start Rate of Pay pursuant to clause 14.02. Thereafter their rate of pay shall be at the appropriate percentage of the journeyman Job Rate.

4. When an apprentice is on an approved leave of absence for educational reasons related to the apprenticeship program, the cost sharing for health benefits shall continue.

On behalf of Covenant Health

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_____

Dated: _____

On behalf of the Canadian Union of Public Employees, Local 2111

_____

_____

Dated: _____

LETTER OF UNDERSTANDING # 3

BETWEEN

COVENANT HEALTH
THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: MUTUAL AGREEMENT TO ADJUST FTE'S

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 36: 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.

On behalf of Covenant Health	**On behalf of the Canadian Union of Public Employees, Local 2111**
_____	_____
_____	_____
Dated: _____	Dated: _____

LETTER OF UNDERSTANDING # 4

BETWEEN

COVENANT HEALTH
THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: RETURN SERVICE AGREEMENT - TRAINING PROGRAMS

Whereas it is the intention of the Parties to facilitate recruitment of qualified applicants to positions in a manner that is mutually beneficial to the applicant and the Employer, the Parties agree to the following:

1. The Employer may provide a Training Program that will qualify applicants for vacant positions within the bargaining unit. The Training Program may require a clinical placement. During the period of the training program the "Trainee" will be out of the scope of the bargaining unit and will receive a stipend.

2. Upon successful completion of the Training Program, appointments to vacancies or casual status will be at the current Step I basic rate of pay for the applicable classification.

3. Letters of Offer will include a Return Service Commitment for consideration of the stipend paid during the Training Program. The length of the return service commitment shall be twelve (12) months in a full-time capacity or the equivalent of 2022.75 hours in either a part-time capacity or casual status.

4. Should the employee resign from the Employer or be terminated prior to completing 2022.75 hours worked, the employee will be required to reimburse the Employer for a portion of the total amount of the trainee stipend received. The portion to be reimbursed shall be calculated as a pro-rated amount equaling the total amount of the stipend divided by 2022.75 X number of hours remaining in the return service commitment.

5. This Letter of Understanding may be terminated by either Party by providing ninety (90) calendar days notice in writing of such intent. The termination of the Letter of Understanding does not negate any prior existing return service commitment with employees.

On behalf of Covenant Health

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_____

Dated: _____

On behalf of the Canadian Union of Public Employees, Local 2111

_____

_____

Dated: _____

LETTER OF UNDERSTANDING # 5

BETWEEN

COVENANT HEALTH

THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: TEMPORARY OFF-SITE ASSIGNMENT

Whereas the parties recognize there will be opportunity for Employees to be assigned temporarily to a different site; and

Whereas when this opportunity arises, the Employer will ensure the Employee being requested to work off-site is capable of performing the required duties; and

Whereas Employee assigned to a different site will have their collective agreement rights, base site, salary and benefits maintained as per the Collective Agreement

The Parties agree to the following:

1. An Employee may be directed to temporarily perform functions at another site.

2. The length of exchange between sites covered by different bargaining certificates shall not exceed two (2) days, unless extended by mutual agreement between the Unions and Management.

3. Site to site transportation shall be provided whenever possible. If the Employee's vehicle is used, the Employee shall receive a travel allowance in accordance with the Employer's Travel Policy for the return distance between the base site and assigned site.
4. Every possible effort will be made to call in the Employees normally based in the Department at that site prior to assigning Employees from other sites.
5. This letter may be renewed by agreement of the parties upon expiration.

On behalf of Covenant Health

_____

_____

Dated: _____

On behalf of the Canadian Union of Public Employees, Local 2111

_____

_____

Dated: _____

LETTER OF UNDERSTANDING # 6

BETWEEN

COVENANT HEALTH
THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: PRECEPTOR PAY

1. An Employee assigned by the Employer to act as a Preceptor for students in a post secondary, including but not limited to, a Unit Clerk, Laboratory Assistant, Medical Device Reprocessing Technician or Medical Transcriptionist education or training program shall receive an additional sixty-five cent ($0.65) per hour. The Employer will give consideration to those Employees who express interest in the assignment. The Employee shall have the option to refuse the assignment, unless it is a requirement of their position.

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.

On behalf of Covenant Health	**On behalf of the Canadian Union of Public Employees, Local 2111**
_____	_____
_____	_____
Dated: _____	Dated: _____

LETTER OF UNDERSTANDING #7

Between

COVENANT HEALTH

THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

And

RE: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111

Notwithstanding the provisions of Article 4 (Union Recognition) of the current Agreement between the Covenant Health and C.U.P.E., Local 2111 and Article 3 (Union Recognition, Membership and Dues deduction) of the current agreement between Covenant Health and I.U.O.E., Local Union No. 955, the parties hereby agree that for the term of this agreement or until the date of ratification of the next Collective Agreement, whichever is later**,** the following provisions shall apply:

1. Qualified Employees employed as Electronic Technologist or Journeyman Tradesmen may be assigned by mutual agreement to the Edmonton General, Misericordia or Grey Nuns sites provided that hours worked away from the Employee's base site remain equal between bargaining units.
2. The Employee's base site shall be identified.
3. The length of exchange between sites covered by different bargaining certificates shall not exceed two (2) days, unless extended by mutual agreement between the Unions and Management.
4. Site to site transportation shall be provided whenever possible. If the Employee's vehicle is used, the Employee shall receive an allowance in accordance with the Employer's Travel Policy or the Government of Alberta rate, whichever is higher for the return distance between the base site and assigned site.
5. In the event of an emergency call-in or overtime at any particular site, every possible effort will be made to call in the Employees normally based at that site.

This letter may be renewed by agreement of the parties upon expiration.

ON BEHALF OF

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

Business Manager

President

DATE

ON BEHALF OF THE UNION

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111

DATE

ON BEHALF OF COVENANT HEALTH

DATE

LETTER OF UNDERSTANDING # 8

BETWEEN

COVENANT HEALTH

THE MISERCORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

- and -

CANDIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: EMPLOYMENT IN MULTIPLE POSITIONS

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 her supervisor that she is employed in multiple positions with the Employer.

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

   (b) 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 her 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 35: Seniority.

7. Probation and trial periods will apply to each component of the multiple positions. 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.

8. Layoff and recall provisions shall apply individually to each position.

9. 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.

10. (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 of such 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.

On behalf of Covenant Health	**On behalf of the Canadian Union of Public Employees, Local 2111**
_____	_____
_____	_____
Dated: _____	Dated: _____

LETTER OF UNDERSTANDING # 9

BETWEEN

COVENANT HEALTH
THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: JOINT ALTERNATE DISPUTES RESOLUTION PROCESS

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, for a period from the date of ratification of this Collective Agreement until the last day of the term of this Agreement they will trial a Joint Alternate Dispute Resolution Process (JADRP) mechanism.

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 to 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).

(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.

On behalf of Covenant Health

_____

_____

Dated: _____

On behalf of the Canadian Union of Public Employees, Local 2111

_____

_____

Dated: _____

LETTER OF UNDERSTANDING # 10

BETWEEN

COVENANT HEALTH
THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: SHIFT DIFFERENTIAL

Notwithstanding Article 21.02, an Employee who commences work between 0500 and 0700 hours will receive the night shift differential for the hours worked within that time period, provided they work one (1) hour or greater.

On behalf of Covenant Health	**On behalf of the Canadian Union of Public Employees, Local 2111**
_____	_____
_____	_____
Dated: _____	Dated: _____

LETTER OF UNDERSTANDING # 11

BETWEEN

COVENANT HEALTH
THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: ARTICLE 15 PAYDAYS

Notwithstanding that Article 15.02 requires the Employer to issue a manual cheque within two (2) business days when an error occurs on an Employee's bi-weekly pay through an Employer error; and

The two (2) day timeline is not always possible due to pay processing issues, therefore the Parties agree as follows:

When an error occurs on the Employee's bi-weekly pay through an Employer error, upon Employee request, the Employer will electronically deposit a corrected amount within four (4) business days of HR Shared Services - Payroll receiving the accurately completed time correction form.

In the event there are repeated violations of this Letter of Understanding where an error on an Employee's regular earnings has not been processed within the four (4) day period, the Union may provide sixty (60) calendar days notice to revert to the provisions of Article 15.02.

On behalf of Covenant Health	**On behalf of the Canadian Union of Public Employees, Local 2111**
_____	_____
_____	_____
Dated: _____	Dated: _____

LETTER OF UNDERSTANDING # 12

BETWEEN

COVENANT HEALTH
THE MISERICORDIA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: IMPLEMENTATION - COMMUNITY PEACE OFFICERS RATES OF PAY

Whereas the Parties agree that there is a need to adjust the rates of pay for Community Peace Officers;

Therefore the Parties agree as follows:

1. Effective on the date of ratification of the Collective Agreement the rates of pay for Community Peace Officers (CPO) will be adjusted to match the rates of pay of Community Peace Officers at Alberta Health Services.
2. On transitioning to the new pay scale, affected Employees will be placed at the pay step in the new Pay Scale that is closest to but not lower than their current rate of pay.
3. In the event that an Employee's rate of pay exceeds the maximum rate of pay of the new pay scale, the Employee's rate of pay shall be red circled until the rate of the new classification meets or exceeds the Employees current rate of pay or twenty-four (24) months whichever occurs first.
4. Clause 14.03 shall be amended for new Community Peace Officers to ensure that new Employees hired into the classification are not placed at a step in the pay scale that is higher than current employees as follows:

Classification	Effective date	Maximum step new Employees to be placed in accordance with Clause 14.03
CPO I	Oct 1, 2016- Sept 30/17	Step 1

	Oct 1, 2017 – Sept 30/18	Step 2
	Oct 1/18 – Sept 30/19	Step 3
	Oct. 1/19 – Sept 30/20	Step 4
	Oct 1/20 – Sept 30/21	Step 5
CPO II	Oct 1/16 – Sept 30/17	Step 5
	Oct 1/17 – Sept 30/17	Step 6

On behalf of Covenant Health

_____

_____

Dated: _____

On behalf of the Canadian Union of Public Employees, Local 2111

_____

_____

Dated: _____

LETTER OF UNDERSTANDING #13

BETWEEN

COVENANT HEALTH
THE MISERICORIDA COMMUNITY HOSPITAL AND VILLA CARITAS

AND

THE CANADIAN UNION OF PUBLIC EMNPLOYEES LOCAL 2111

RE: COMMUNITY PEACE OFFICER TRAINING AND CERTIFICIATION

Whereas, all Protective Services Peace Officers are required to have a certification of a Community Peace Officer Status as mandated by the Solicitor General's Office. Training will be based on individual training requirements. Covenant Health will provide the course and site training and will require a return to service agreement of 12 months following the successful completion of the course. The Parties agree to the following:

1. A return to service agreement of a minimum of twelve (12) months which is to be completed with Covenant Health

2. The return to service commitment must be at a minimum of the same employment status held prior to the training program.

3. The cost of the training is deemed to be valued at two thousand and five hundred ($2500) dollars.

4. Should the employee voluntarily resign from the Employer or be terminated prior to completing the full completion of twelve (12) months, the employee will be required to reimburse the Employer for a portion of the total amount of the funds of the training received. The portion to be reimbursed shall be calculated as a pro-rated amount equaling the total amount of the funds by the ratio of months remaining in the period. For example, if an employee resigns their position after 6 months of return to service, the amount owed would be $2,500 x 6/12 = $1250.

5. If there are extenuating circumstances, substantiated to the satisfaction of the Employer, leading up to the necessity of a voluntarily termination of employment, the Employer will give due consideration to the terms and/or necessity of the repayment owing.

On behalf of Covenant Health	**On behalf of the Canadian Union of Public Employees, Local 2111**
_____	_____
_____	_____
Dated: _____	**Dated:** _____

ADDENDUM
COMMUNITY PEACE OFFICERS (CPO)

The Employer and the Union acknowledge and confirm that with the exception of the amendments detailed below, all other provisions of this Collective Agreement shall remain in full force and effect for Community Peace Officers (CPO).

ARTICLE 14: SALARIES

Amend Article 14.02 to read:

Employees shall advance from Step 1 to Step 2 as set out in the Salary Schedule upon completion of two thousand forty-seven and one-half (2047 ½) hours worked and then shall receive further Pay Step advancements, if applicable based upon completion of one-thousand eight hundred thirty-eight and one-quarter (1838 ¼) hours worked at each subsequent Pay Step in the Pay range.

ARTICLE 16: HOURS OF WORK

Amend Article 16 to read:

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 at least twenty-eight (28) calendar days in advance. 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. The twenty-eight (28) days notice may be waived by mutual agreement between the Parties.

(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 two times (2X) the Basic Rate of Pay for all hours worked on the first (1st) 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 overtime premium 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 Day Light Savings Time in accordance with the Day Light Savings Time Act the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for that shift reduced by one (1) hour.

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) Normal hours of work for Regular Full-time Community Peace Officers (CPO) who are scheduled to work up to eight (8) hours in a shift, shall be:

(i) Seven and one-half (7 1/2) seven and three quarters (7 3/4**)** or eight (8) hours per day; and

(ii) seventy-eight and three-quarter (78 3/4) hours in a fourteen (14) calendar day period.

(b) Regular Full-time Employees who are scheduled to rotate shifts (days, afternoons and nights; or days and afternoons; or days and nights, etc.) 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) days off to be consecutive;

(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 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. Regular hours of work shall exclude an unpaid meal break as scheduled by the Employer of not less than one-half (½) hour and not more than one (1) hour.

16.06 **Regular Part-time Employees**

(a) Hours of work for Regular Part-time CPO's may be:

(i) Up to eight (8) hours in any one (1) day; and

(ii) scheduled to work in a manner where the ratio of work days to days off does not exceed ten (10) work days in a fourteen (14) calendar day period.

(b) Regular Part-time Employees who are scheduled to rotate shifts (days, afternoons and nights; or days and afternoons; or day 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) consecutive days off per week, averaged over the work cycle of not more than fourteen (14) calendar days;

(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 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 (½) 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 their immediate supervisor or designate, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available Regular Part-time Employees who have requested additional hours of work and who have been trained to work at the Site. Notwithstanding the foregoing, where mutually agreed between the Employer and the Employee, the Employer shall endeavor to offer a Part-time Employee the opportunity of working additional available hours up to eight (8) hours per day or seventy- eight and three-quarter (78 3/4) 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 eight (8) hours per day;

(iii) the hours worked do not exceed seventy-eight and three-quarter (78 3/4) hours over a period of fourteen (14) calendar days;

(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) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

(b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given the remainder of the meal period or rest period later in their shift.

16.08 (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 and/or shift exchange for Employees who work an extended work day, shall be subject to the terms and conditions as set out in Article 40 during such assignment.

16.09 (a) Employees may exchange shifts amongst themselves provided that:

(i) the exchange is agreed to in writing between the affected Employees; and

(ii) prior approval of such an exchange has been given by the Employees immediate supervisor.

(b) 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.

ARTICLE 17: OVERTIME

Amend Article 17 to read:

17.01 For CPO's who are scheduled to work either seven and one-half (7 1/2) seven and three-quarter (7 3/4) or eight (8) hours per day, all authorized overtime worked in excess of and in conjunction with seven and one-half (7 1/2) seven and three-quarter (7 3/4) or eight (8) hours per day shall be paid at the rate of two times (2X) the Basic rate of Pay**.**

17.02 Failure to provide at least twelve (12) hours rest between regularly scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than twelve (12) hours rest between regularly scheduled shifts.

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

17.04 (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) Time off in lieu of overtime shall be paid out by March 31st of each year.

17.05 Overtime shall be shared as equally as possible amongst Full-Time and Part-time Employees who perform the work involved. The order of consideration for such overtime shall be:

(a) Full-time Employees at the site; then
(b) Part-time Employees at site; then
(c) Full-time Employees at other sites; then
(d) Part-time Employees at other sites; then
(e) Casual Employees.

17.06 **Full-Time Employees**

Full-Time Employees required to work by the Employer on their scheduled days off shall be paid at two times (2X) the Basic Rate of Pay for hours worked on each such day.

17.07 A Full-Time Employee may request time off in lieu of overtime worked to be taken in conjunction with their annual vacation by mutual agreement between the Parties.

17.08 **Part-Time Employees**

The overtime rate of two times (2X) shall be paid for all hours of work authorized by the Employer and worked by the Employee on days in excess of seven and one-half (7 1/2),

seven and three-quarter (7 3/4) or eight (8) hours per day, or more than ten (10) days in a fourteen (14) calendar day period.

17.09 (a) An Employee who is required to perform overtime following and in conjunction with their regular shift of a duration greater than two (2) hours shall be allowed a one-half (½) hour lunch break and will be reimbursed for the meal purchased by the Employee of up to five dollars ($5.00). If an Employee is required to work additional four (4) hours overtime an additional one-half (½) hour lunch break shall be supplied and the Employee will be reimbursed for the meal purchased by them of up to five dollars ($5.00).

(b) The time of taking the lunch break will be decided by the Supervisor in charge and may be varied due to the nature of the work being performed.

(c) The Employer shall not be expected to pay for the lunch period.

ARTICLE 24: VACATIONS WITH PAY

Amend Clause 24.03 to read:

During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:

(i) During the first (1st) and second (2nd) years of such employment a Full-time Employee earns a vacation time of one hundred and sixteen point two-five (116.25) hours, or;

(ii) During the third (3rd) to ninth (9th) years of such employment a Full-time Employee earns a vacation time of one hundred and fifty-five (155) hours;

(iii) During the tenth to nineteenth (19th) years of such employment a Full-time Employee earns a vacation time of one hundred, ninety-three point seven-five (193.75) hours;

(iv) During the twentieth (20th) and subsequent years of such employment a Full-time Employee earns a vacation time of two hundred and thirty-two point five (232.5) hours,

Supplemental Vacation

Regular Full-Time Employees refer to Article 24.03 (e)-(j) and Regular Part-Time Employees refer to Article 24.05 (v)-(x).

ARTICLE 25: NAMED HOLIDAY PAYMENT

It is agreed that a Full-time Employee covered by this Article shall be entitled to eleven (11) Named Holidays plus a Floater, as specified in Article 25.03 of the Collective Agreement and shall be paid at

their Basic Rate of Pay for, seven and three-quarter (7 3/4) hours to a total of ninety-three (93) hours per annum.

(a) Where an Employee works a Named Holiday as specified in Article 25.01 of the Collective Agreement**,** the Employee will be paid one and a half times (1½ X) for all hours worked on the Named Holiday plus:

(i) By mutual agreement, seven and three-quarter (7 3/4) hours added to the Employee's next annual vacation, or

(ii) A mutually agreeable seven and three-quarter (7 3/4) hours off with pay in conjunction with the Full-time Employee's regular days off

(iii) One day of pay at seven and three-quarter (7 3/4) hours at their basic rate of pay.

(b) Notwithstanding (a) above, Employees who work 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.

(c) All accumulated time in lieu of a Named Holiday shall be paid out prior to March 31st of each year.

ARTICLE 30: LEAVES OF ABSENCE

Amend Clause 30.07 to read:

30.07 **Court Appearance**

When an Employee, as a result of their duties, is summoned or subpoenaed to appear in court or other legal proceeding as a juror, or as a witness or defendant, in matters arising from their Employment with the Employer, they shall be paid as follows:

(a) During Day Shift

(i) 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.

(ii) 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.

(b) Court on the Day of an Evening Shift

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

(c) Court on Day of Rest

The Employee shall have the time spent testifying considered time worked and shall be paid at their basic rate of pay.

(d) Morning Court, Afternoon Court or Full Day Court Between Night Shifts

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

(e) Court After Last Night Shift

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

(f) Any monies received by the Employee from the court shall be remitted to the Employer.

(g) An Employee required to so serve will notify their Department Head as soon as possible following receipt of the summons or subpoena

ARTICLE 34: DISCIPLINE, DISMISSAL, AND RESIGNATION

Amend Clause 34.05 to read:

34.05 Any notice of discipline placed on an Employee's file shall be deemed to be removed after a period of eighteen (18) months exclusive of absences due to illness greater than 30 calendar days, provided that:

(a) no further disciplinary action has been taken during that eighteen (18) month period; or

(b) the disciplinary action is not the subject of an unresolved grievance.

This clause does not include information to be maintained or disclosed under the Peace Officer Program.

ARTICLE 39: EXTENDED WORK DAY

Article 39 shall apply except as amended below;

1. **Salaries**

Amend Article 14.02 to read:

Employees shall advance from Step 1 to Step 2 as set out in the Salary Schedule upon completion of two thousand forty-seven and one-half (2047 ½) hours worked and then shall receive further Pay Step advancements, it applicable based upon completion of one-thousand eight hundred thirty-eight and one-quarter (1838 ¼) hours worked at each subsequent Pay Step in the Pay range.

2. 39.04 **Hours of Work**

Amend 39.04 (a) and (c) to read:

(a) Regular hours of work exclusive of meal periods for Community Peace Officers (CPO) working extended work days shall be:

(i) Up to, but not exceeding eleven and one half (11 1/2) consecutive hours per day;

(ii) Up to, but not exceeding seventy-eight and three-quarter (78. 3/4) hours in a fourteen (14) calendar day period over one (1) complete cycle of the schedule rotation; and

(iii) Up to, but not exceeding two thousand, forty-seven and one-half (2047 1/2) hours in a year.

(iv) Except where overtime is necessitated, maximum on duty hours shall not exceed twelve and one-quarter (12 1/4) hours per day as determined by the start and finish times of the shift

(v) At least eleven and three-quarter (11 3/4) hours between regularly scheduled shifts;

(vi) No more than four (4) consecutive extended shifts without receiving days off unless otherwise mutually agreed by the Parties.

(c) Regular hours of work for Regular Part-time (CPO) Employees, shall be:

(i) Up to but not exceeding eleven and one-half (11 1/2) consecutive hours per day;

(ii) Less than seventy-eight and three-quarter (78 3/4) hours in a fourteen (14) calendar day period over one (1) complete cycle of the schedule rotation; and

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

(iv) At least eleven and three-quarter (11 3/4) hours between regularly scheduled shifts;

(v) No more than four (4) consecutive extended shifts without receiving days off unless otherwise mutually agreed by the Parties.

WAGE SCHEDULE

Clerical Group								
Series	**Classification**	**Effective Date**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
1.1	**Clerk I**	**01-Apr-17**	**19.07**	**19.83**	**20.65**	**21.46**	**22.32**	**23.20**
		01-Apr-18	**19.07**	**19.83**	**20.65**	**21.46**	**22.32**	**23.20**
		01-Apr-19	**Me Too***					
		01-Apr-20	**Me Too***					
Series	**Classification**	**Effective Date**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
1.2	**Clerk II**	**01-Apr-17**	**20.42**	**21.22**	**22.07**	**22.94**	**23.86**	**24.81**
		01-Apr-18	**20.42**	**21.22**	**22.07**	**22.94**	**23.86**	**24.81**
		01-Apr-19	**Me Too***					
		01-Apr-20	**Me Too***					
Series	**Classification**	**Effective Date**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
1.3	**Clerk III**	**01-Apr-17**	**22.55**	**23.44**	**24.39**	**25.36**	**26.36**	**27.42**
	Switchboard Receptionist	**01-Apr-18**	**22.55**	**23.44**	**24.39**	**25.36**	**26.36**	**27.42**
	Typist II	**01-Apr-19**	**Me Too***					
		01-Apr-20	**Me Too***					
Series	**Classification**	**Effective Date**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
1.4	**Clerk IV**	**01-Apr-17**	**24.99**	**25.99**	**27.02**	**28.10**	**29.21**	**30.38**
	Secretary I	**01-Apr-18**	**24.99**	**25.99**	**27.02**	**28.10**	**29.21**	**30.38**
		01-Apr-19	**Me Too***					
		01-Apr-20	**Me Too***					
Series	**Classification**	**Effective Date**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
1.5	**Clerk V**	**01-Apr-17**	**27.28**	**28.37**	**29.50**	**30.67**	**31.90**	**33.17**
	Secretary II	**01-Apr-18**	**27.28**	**28.37**	**29.50**	**30.67**	**31.90**	**33.17**
	Medical Secretary	**01-Apr-19**	**Me Too***					
	Medical Transcriptionist	**01-Apr-20**	**Me Too***					

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1.6	Clerk VI	01-Apr-17	29.70	30.87	32.11	33.42	34.75	36.15
	Accounting Clerk	01-Apr-18	29.70	30.87	32.11	33.42	34.75	36.15
	Secretary III	01-Apr-19	Me Too*					
	Coordinator	01-Apr-20	Me Too*					
	Senior Medical Typist							

Food Services Group

Series	Classification	Effective Date	Step 1	Step 2
2.1	Food Service Attendant I	01-Apr-17	17.60	19.20
	Food Services Cashier	01-Apr-18	17.60	19.20
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
2.2	Food Services Attendant II	01-Apr-17	19.24	21.02
	Cook's Assistant	01-Apr-18	19.24	21.02
	Food Services Ambassador	01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
2.3	Cook I	01-Apr-17	22.56	24.82
		01-Apr-18	22.56	24.82
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
2.4	Baker	01-Apr-17	25.56	28.49
		01-Apr-18	25.56	28.49
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
2.5	Cook II	01-Apr-17	25.56	28.49
		01-Apr-18	25.56	28.49
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
2.6	Butcher	01-Apr-17	25.56	28.49
		01-Apr-18	25.56	28.49
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Linen & Cleaning Group

Series	Classification	Effective Date	Step 1	Step 2
3.1	Housekeeping Attendant I	01-Apr-17	17.60	19.20
		01-Apr-18	17.60	19.20
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
3.1a	Linen Service Attendant	01-Apr-17	18.35	20.27
		01-Apr-18	18.35	20.27
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
3.2	Housekeeping Attendant II	01-Apr-17	19.24	21.02
		01-Apr-18	19.24	21.02
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
3.3	Laundry Worker II	01-Apr-17	20.32	22.16
	Sewing Operator	01-Apr-18	20.32	22.16
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Medical and Technical Support

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
4.1	Therapy Aide	01-Apr-17	20.24	20.83	21.42	22.00	22.58
	Imaging Attendant	01-Apr-18	20.24	20.83	21.42	22.00	22.58
		01-Apr-19	Me Too*				
		01-Apr-20	Me Too*				

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4.2	Therapy Assistant	01-Apr-17	23.57	24.58	25.56	26.57	27.58	28.53
		01-Apr-18	23.57	24.58	25.56	26.57	27.58	28.53
		01-Apr-19	Me Too*					
		01-Apr-20	Me Too*					

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
4.3	Surgical Processor	01-Apr-17	22.54	23.33	24.05	24.87	25.70
		01-Apr-18	22.54	23.33	24.05	24.87	25.70
		01-Apr-19	Me Too*				
		01-Apr-20	Me Too*				

Series	Classification	Effective Date	Step 1
4.4	Surgical Processor - Developmental	01-Apr-17	21.42
		01-Apr-18	21.42
		01-Apr-19	Me Too*
		01-Apr-20	Me Too*

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
4.5	Pharmacy Assistant	09-Mar-17	21.62	22.42	23.23	24.02	24.83
		01-Apr-18	21.62	22.42	23.23	24.02	24.83
		01-Apr-19	Me Too*				
		01-Apr-20	Me Too*				

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4.6	Laboratory Assistant I	01-Apr-17	22.70	23.61	24.55	25.53	26.54	27.24
		01-Apr-18	22.70	23.61	24.55	25.53	26.54	27.24
		01-Apr-19	Me Too*					
		01-Apr-20	Me Too*					

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4.7	Laboratory Assistant II	01-Apr-17	23.84	24.82	25.82	26.86	27.94	28.69
		01-Apr-18	23.84	24.82	25.82	26.86	27.94	28.69
		01-Apr-19	Me Too*					
		01-Apr-20	Me Too*					

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4.8	Laboratory Team Lead	01-Apr-17	26.62	27.67	28.77	29.94	31.12	31.94
		01-Apr-18	26.62	27.67	28.77	29.94	31.12	31.94
		01-Apr-19	Me Too*					
		01-Apr-20	Me Too*					

Materials and Supply Management Group

Series	Classification	Effective Date	Step 1	Step 2
5.1	Service Attendant	01-Apr-17	20.44	22.29
	Porter	01-Apr-18	20.44	22.29
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
5.3	Center Core Attendant	01-Apr-17	22.43	23.20
		01-Apr-18	22.43	23.20
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
5.4	Stores Attendant	01-Apr-17	21.48	24.00
	Stores Attendant/Driver	01-Apr-18	21.48	24.00
	Dispatcher	01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
5.4a	Driver II	01-Apr-17	23.91	26.29
		01-Apr-18	23.91	26.29
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
5.5	Senior Stores Attendant	01-Apr-17	23.45	26.21
		01-Apr-18	23.45	26.21
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
5.6	Receiver	01-Apr-17	22.15	24.85
		01-Apr-18	22.15	24.85
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
5.7	Attendant (Operating Room) Service Attendant II	01-Apr-17	20.35	22.75
		01-Apr-18	20.35	22.75
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Maintenance and Trades Group

Series	Classification	Effective Date	Step 1	Step 2
6.1	Maintenance Worker I	01-Apr-17	22.87	24.89
		01-Apr-18	22.87	24.89
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
6.2	Maintenance Worker II	01-Apr-17	25.87	28.25
		01-Apr-18	25.87	28.25
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
6.3	Maintenance Worker III	01-Apr-17	29.93	32.62
		01-Apr-18	29.93	32.62
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
6.4	4th Class Power Engineer	01-Apr-17	33.38	36.16
		01-Apr-18	33.38	36.16
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
6.5	Draft Person	01-Apr-17	33.38	36.16
		01-Apr-18	33.38	36.16
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
6.6	3rd Class Power Engineer	01-Apr-17	36.13	39.14
		01-Apr-18	36.13	39.14
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
6.7	2nd Class Power Engineer	01-Apr-17	41.81	45.47
		01-Apr-18	41.81	45.47
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
6.8	Mechanic/Welder	01-Apr-17	41.18	44.46
		01-Apr-18	41.18	44.46
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
6.9	Painter	01-Apr-17	33.89	37.18
		01-Apr-18	33.89	37.18
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
6.10	Carpenter	01-Apr-17	35.54	38.65
		01-Apr-18	35.54	38.65
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Series	Classification	Effective Date	Step 1	Step 2
6.11	Refrigeration and Air Conditioning Mechanic Electronics Technician II Electrician Plumber/Steamfitter Instrument Mechanic	01-Apr-17	41.18	44.46
		01-Apr-18	41.18	44.46
		01-Apr-19	Me Too*	
		01-Apr-20	Me Too*	

Community Peace Officers

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7.1	CPO II	01-Apr-18	26.66	27.70	28.75	29.86	31.11	32.52
		01-Apr-19	Me Too*					
		01-Apr-20	Me Too*					

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7.2	CPOI	01-Apr-18	32.04	33.09	34.25	35.44	36.69	
		01-Apr-19	Me Too*					
		01-Apr-20	Me Too*					

Note: An Employee whose rate of pay on the date of ratification of this Collective Agreement, exceeds the rate in the Salary Appendix for their classification, such Employees shall not have their Basic Rate of Pay altered until such time as the Basic Rate of pay in the Salary Appendix is equal to or greater than the Employees rate of pay on the date of ratification of this Collective Agreement.

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

***2020** The Parties agree to apply equivalent general wage increase for AHS General Support Services Employees for April 1, 202 – March 31, 2021.