

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COVENANT HEALTH –  
BONNYVILLE HEALTH CENTRE**

**AND**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA  
(Covering all Employees When Employed  
in a General Support Services Capacity)**

**APRIL 1, 2014 TO MARCH 31, 2017**

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THIS COLLECTIVE AGREEMENT made this 7th day of September A.D. 2016

BETWEEN

**COVENANT HEALTH -  
BONNYVILLE HEALTH CENTRE**  
(hereinafter referred to as the "Employer")

- and -

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

**PREAMBLE**

Agreeing that the primary purpose of the Employer and the Employees is to provide the community with quality health care with compassion consistent with Covenant Health's mission, vision and values, it is the intent of the parties to:

- (a) ensure the provisions of the best possible service and care;
- (b) protect the interests of patients, Employees and the community;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

- 1.01 This Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from April 1, 2014, up to and including March 31, 2017, 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) calendar days and one hundred and twenty (120) calendar days prior to its expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.

- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.
- 1.04 An employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) to basic hourly salary schedules that they would have received but for the termination of employment, upon the submission of a written application to the Employer within sixty (60) calendar days of the ratification of the Collective Agreement.

## **ARTICLE 2: DEFINITIONS**

- 2.01 An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as bargaining agent, and whose employment is designated as:
- (a) "Regular Employee" is one who works on a full-time or part-time basis:
    - (i) "Full-Time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 14 - Hours of Work.
    - (ii) "Part-Time Employee" shall mean an Employee who works scheduled shifts pursuant to Article 14.08 provided however that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time Employees.
  - (b) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
    - (i) for a specific job of more than three (3) months but less than twelve (12) months; or
    - (ii) to replace a Full-Time or Part-Time Employee who is on approved leave of absence for a period in excess of ninety (90) calendar days; or
    - (iii) to replace a Full-Time or Part-Time Employee who is on leave due to illness or injury, where the Employee has indicated that the duration of such leave will be in excess of ninety (90) calendar days.

When a Temporary Employee is hired for a specific job in accordance with Article 2.01(b)(i), the Employer shall advise the Union in writing of the Temporary Employee's name, classification, department and nature of the temporary assignment. The term of employment of such Temporary Employee may be extended only by mutual agreement in writing between the Employer and the Union.

- (c) "Casual Employee" is one who:
- (i) works on a call-in basis and is not regularly scheduled; or
  - (ii) is scheduled for a period of ninety (90) calendar days or less for a specific job; or
  - (iii) relieves for absences the duration of which is ninety (90) calendar days or less.

When a Casual Employee is hired for a specific job in accordance with Article 2.01(c)(ii) or (iii), the Employer shall advise the Union in writing of the Casual Employee's name, classification, department and nature of the casual assignment.

- 2.02 (a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-Time Employees.
- (b) Temporary and Casual Employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 37 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to Temporary and Casual Employees.
- 2.03 "Vacation" means annual vacation with pay.
- 2.04 "Date of Employment" for the purpose of calculating annual vacation means date of hire with the Employer.
- 2.05 Where indicated by context or intent of this Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.
- 2.06 "Chair" means a local representative of the Health Sciences Association of Alberta (HSAA) referenced in the agreement strictly for the purpose of communication within the bargaining unit.
- 2.07 "Union" means the Health Sciences Association of Alberta (HSAA).
- 2.08 "Shift" means a daily tour of duty exclusive of overtime hours. The first (1st) shift of the day shall be that shift in which the majority of hours fall between midnight and zero eight hundred (0800) hours.
- 2.09 "Basic Rate of Pay" shall mean the applicable step in the pay range of the Employee's classification as set out in the Salaries Schedule.

- 2.10 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.
- 2.11 “Pyramiding” means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.
- 2.12 “Code” means the *Labour Relations Code* as amended from time to time.
- 2.13 “Arbitration” shall take the meaning from the section of the *Code* dealing with the resolution of a difference.

### **ARTICLE 3: RECOGNITION AND UNION BUSINESS**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Collective Agreement as described in the following Certificate issued by the Labour Relations Board, and any amendments thereto:
- (a) Certificate No. 55-99 (Bonnyville Health Centre).
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 3.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Site Leader or designate of the Employer and the Union with a copy to the Chair of the local unit.
- 3.04 An Employee shall not engage in Union business during her working hours without prior permission of the Employer.
- 3.05 Any duly accredited Officer employed by the Union may be permitted on the Employer’s premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.
- 3.06 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the probationary period or at the orientation of new Employees with respect to the structure of the Union, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. Notice of an orientation session shall be provided to the Chair of the local unit.
- 3.07 The names of Union representatives shall be supplied in writing to the Employer before she is recognized as a Union representative. Representatives of the Union shall be entitled to leave work to carry out her functions as provided in this

Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.

#### **ARTICLE 4: UNION MEMBERSHIP, SECURITY AND DUES DEDUCTION**

- 4.01 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 the 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.
- 4.02 Notwithstanding the provisions of Article 4.01:
- (a) The Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name, classification, Employee type [regular, temporary, casual (including Employees on recall)], full-time equivalency (FTE), and home address of the Employees from whom deductions have been taken and the amount of the deductions. Such list shall indicate newly hired and terminated Employees, and, where the existing computer system is capable, status of Employees, the increment level and Employees reclassified, promoted or transferred outside the scope of this Collective Agreement.
  - (b) For the purposes of this Article, "gross earnings" shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.
- 4.03 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.
- 4.04 The Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted, or notice of a special assessment deduction.
- 4.05 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.

- 4.06 Unless otherwise agreed between the Union and the Employer, persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction or in an emergency, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any Regular Employee. For the purpose of this clause, “persons” shall mean all other Employees of the Employer who are not included in the bargaining unit.

#### **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.01 The Employer reserves all rights not specifically restricted by the provisions of this Collective Agreement.

#### **ARTICLE 6: NO DISCRIMINATION**

- 6.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination and harassment are not tolerated.
- 6.02 The Employer shall not at any time discriminate against any Employee on account of creed, colour, nationality, ancestry or place of origin, political or religious beliefs, gender, sexual orientation, age, physical disability, mental disability, or marital status nor reason of membership or non-membership or lawful activity in the Union, nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.03 Article 6.02 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

#### **ARTICLE 7: OCCUPATIONAL HEALTH AND SAFETY**

- 7.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention. The Employer agrees to provide safety equipment when required and to install devices where necessary.
- 7.02 An Occupational Health and Safety Committee will be established at the worksite. The Union will have the right to designate two (2) members 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.
- 7.03 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of this Committee.

- 7.04 The Committee shall meet at least quarterly at a mutually acceptable hour and date. Either the Chair or Vice-Chair 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.
- 7.05 The Chair of the Committee will be determined in accordance with its terms of reference.
- 7.06 The Employer will co-operate with the Committee by providing:
- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
  - (b) data pertaining to workplace health and safety conditions;
  - (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the worksite.
- 7.07 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, security and health of Employees in the work site and to check the effectiveness of such measures.
- 7.08 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 Employer's senior management. The Employer's senior management will reply in writing to the Health and Safety Committee within thirty (30) days of the receipt of recommendations.
- 7.09 Where the Employer requires that the Employee receive specific immunization and titre, as a result of or related to her work, it shall be provided at no cost.
- 7.10 An Employee's rights shall be respected in accordance with the *Occupational Health and Safety Act*.
- 7.11 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections, including monitoring.

## **ARTICLE 8: JOB CLASSIFICATION**

### **8.01 New Classifications**

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

- (a) The Employer shall establish a position title and salary scale and give written notice of same to the Health Sciences Association of Alberta.
- (b) If the Union does not agree with the position title and/or salary scale, representatives for the Employer and the Union, shall, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.
- (c) Should the parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date that the new classification was implemented.
- (d) Should the parties through discussion and negotiation not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration Procedure contained in this Collective Agreement or under the *Code*.
- (e) Should the parties not agree to the salary scale, the Union may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time frame, the final position of the Employer, as stated in negotiations, shall be implemented.

### **8.02 Classification Review**

- (a) An Employee who has good reason to believe that she is improperly classified may apply to the Department/Program Manager or designate to have her classification reviewed. The Department/Program Manager or designate will give consideration to such application and notify the Employee accordingly within sixty (60) days of the request.
- (b) Should the Employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between the Union and the Employer.



- (c) The Employer shall notify the Union of the outcome of the review within sixty (60) days.
- (d) Where a decision from this review results in an increase in pay for the affected Employee, such pay increase will be effective the date the Employee submitted the request for review in writing to the Employer.

#### 8.03 **Classification Adjustment**

- (a) Prior to implementation of a classification adjustment due to restructuring, the Employer will arrange a meeting with the Union to inform the Union of the Employers intention and to discuss how the process of reclassification will occur. A consultation meeting will subsequently be arranged by the Employer with the affected Employee(s) and the Union a minimum of sixty (60) days prior to the reclassification process proceeding.
- (b) In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee to a classification with a lower Basic Rate of Pay, such Employee, while employed in such a position, shall continue to receive her previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than her previous Basic Rate of Pay, or for a period of six (6) months, whichever is earlier, at which time she will then receive the Basic Rate of Pay for the classification to which the position is allocated.

#### 8.04 **Classification Appeal**

- (a) Where the decision of the Employer relates to an Employee-initiated request for a change in classification, the Employer's decision shall not be subject to the Grievance Procedure and Arbitration.
- (b) In the event that the primary functions of a position within the bargaining unit are changed, the Employer shall determine the appropriate classification for such position, subject to an appeal by the incumbent Regular Employee in accordance with Article 10: Grievance Procedure, commencing at Step 1.

#### 8.05 **Classification Appeal Process**

The purpose of the Classification Appeal and Reconsideration Process is to provide the Employer and the Union with an effective process to deal with a Classification Appeal. If the Employer changes the classification allocation of the work being performed by a Regular Employee and the Employee disagrees with the classification allocation, or if the Employee disagrees with the outcome of the classification review, the Employee may appeal the Employer's decision.

**(A) Classification Appeal Process (Internal)**

- (a) Within ten (10) days following notification of the decision of a Classification Review (the Review), an Employee, may request, in writing, an appeal of the Review. Such appeals shall be sent to the Classification and Compensation Department (Class & Comp), with a copy to the Employee's Manager. The request shall outline the basis for the Appeal.
- (b) Upon receipt of the Appeal from the Employee, Class & Comp shall reassess the identified position and advise the Employee in writing of its Appeal decision.
- (c) In the event the Union and the Employee do not agree with the Appeal decision, the Union may submit an appeal to the Senior Vice-President, Human Resources or designate, within ten (10) days of the date the decision was received.
- (d) At each step of the process, both parties will have the opportunity to submit verbal and written reasons for their respective positions.
- (e) Where a decision from this process results in an increase in pay for the affected Employee, such pay increase will be effective the date the Union /Employee submitted the request for review.
- (f) Where a decision from this process results in decrease in pay for the affected Employee, Article 8.03(b) shall apply.

**(B) Classification Review Reconsideration Process (External)**

- (a) In the event that the Union and Employee do not agree with the Appeal decision pursuant to the Internal Process, the Union shall notify the Director of Total Compensation of their intention to initiate the External Review Process.
- (b) The Parties agree that a single adjudicator, agreed to by the Parties, shall be appointed to hear the appeal and render a decision based on the Employer's classification system. The decision of the adjudicator shall be final and binding upon the parties and the Employee affected by the decision.
- (c) This process is not subject to the Grievance and Arbitration Process.

## 8.06 **Position Descriptions**

- (a) Copies of position descriptions shall be on hand within the appropriate department(s) and shall be available to each Employee upon request.
- (b) Upon request, the Employer will provide the Union with a copy of a position description for any classification in the bargaining unit provided that a request for a particular position description is not made more than once in a calendar year.

## **ARTICLE 9: BULLETIN BOARDS**

- 9.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location for the exclusive use of the Union. In addition, and where requested by the Union, space may be provided on other existing bulletin boards.
- 9.02 The Union may post, on such bulletin boards, notices of meetings and other notices which may be of interest to Employees.
- 9.03 The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

### 10.01 **Definition of a Grievance**

- (a) A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.
- (b) An Employee shall have the right at any time to have the assistance of a Union Representative. A Management Officer shall have the right at any time to have the assistance of Human Resources Personnel or a designate.

### 10.02 **Definition of Time Periods**

- (a) For the purpose of this Article and Article 11, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 23.
- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

## 10.03 Resolution of a Difference between an Employee and the Employer

### (a) Initial Discussion

- (i) If a difference arises between one or more Employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the difference through discussion with her/their immediate Supervisor. "Immediate Supervisor" means that person from whom an Employee normally receives her work assignments. 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 her decision within ten (10) days of the date 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 grievance and may be advanced to Step 1.
- (ii) However, the mandatory initial discussion set out in Article 10.03(a)(i) may be bypassed when the Employee has been given a letter of discipline pursuant to Article 33.
- (iii) In the event that the difference is of a general nature affecting two or more Employees, the Employer and the Union may agree that the grievances shall be batched as a group grievance commencing at Step 1.

### (b) Step 1 – Department Manager/Program Manager – Submission of Grievance

If the grievance is not resolved during the Initial Discussion, the grievance shall within ten (10) days be submitted, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Department/Program Manager or designate. The decision of the Department/Program Manager or designate shall be made known to the Employee and the Union within ten (10) days of receipt of the written statement of grievance.

### (c) Step 2 – Senior Leader

Within ten (10) days of receipt of the decision of the Senior Leader or designate, the grievance may be advanced to Step 2 by submitting to the Employer, a copy of the original grievance with a letter indicating that the grievance has not been resolved.

Upon receipt of the grievance, a meeting which may be arranged by either party shall occur.

The Employer shall render a decision, in writing, to be forwarded to the Union and the grievor within ten (10) days of the date of the meeting.

### **Optional Mediation**

The parties may mutually agree to non-binding mediation:

- (i) After receipt of the decision from the Employer under Step 2 above, either party may request that a Mediator be appointed to meet with the parties, to investigate and define the issues in dispute and facilitate a resolution.
- (ii) The Mediator shall be appointed by mutual agreement between the parties.
- (iii) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (iv) The expenses of the Mediator shall be equally borne by both parties.
- (v) The grievance may be resolved by mutual agreement between the parties.

### **(d) Step 3 - Arbitration**

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

10.04 Neither the Employee nor a representative of the local unit of the Union who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the Basic Rate of Pay for the time spent at such a meeting.

An Employee shall be entitled to have a member of the local unit Executive or any duly accredited officer employed by the Union present during any meeting

pursuant to this Grievance Procedure.

10.05 A dismissal or suspension grievance may commence at Step 2. The grievance shall be filed within ten (10) days of the occurrence.

10.06 **Resolution of a Difference between the Union and the Employer**

(a) **Initial Discussion**

In the event that a difference of a general nature arises regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion with the Department/ Program Manager or designate, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance and may be submitted at Step 1.

(b) **Step 1 – Submission of Grievance**

A policy grievance shall be submitted, in writing, to the Employer or designate and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Employer or designate within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Employer or designate shall be made known to the Union, in writing, within twenty (20) days of the receipt of the written statement of the grievance.

(c) **Step 2 - Arbitration**

Should the Union elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within ten (10) days of the receipt of the Step 1 decision and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the parties, a single Arbitrator may be appointed.

10.07 **Default**

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

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

## **ARTICLE 11: GRIEVANCE ARBITRATION**

11.01 Within ten (10) days following receipt of notification pursuant to Article 10.03(d) or 10.06(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within ten (10) days, endeavour to select a mutually acceptable chair of the Arbitration Board. In the alternative, the parties may agree to the appointment of a single Arbitrator who shall act as the Arbitration Board.

If they fail to agree, Mediation Services of the Alberta Government shall be requested to appoint a Chair, or a single Arbitrator, pursuant to the *Code*.

11.02 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chair shall be the decision of the Board. The award is final and binding upon the parties and upon any Employee affected by it and is enforceable pursuant to the *Code*.

11.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by 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 Arbitrator may substitute any penalty for the discharge or discipline that to her seems just and reasonable in all circumstances.

11.04 Each of the parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be borne equally by the parties.

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

## **ARTICLE 12: PROBATIONARY PERIOD**

### **12.01 Dismissal**

A newly hired Regular Employee shall serve a probationary period. Such Employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probationary period without notice. Such termination shall not be subject to the grievance procedure.

### **12.02 Transfers to Another Classification**

If a probationary Regular Employee is transferred to another classification, the Employee will be required to complete the probationary period. Employer requests to extend the probationary period shall not be unreasonably denied.

### **12.03 Feedback on Progress**

A Regular Employee will be kept advised of progress during the probationary period.

### **12.04 Length of Probationary Period**

- (a) The probationary period for a Regular Employee consists of five hundred and three and three-quarters (503  $\frac{3}{4}$ ) hours worked or six (6) months, whichever is less exclusive of overtime, from the date the last period of continuous employment commenced.
- (b) The probationary period may be extended by up to five hundred and three and three-quarters (503  $\frac{3}{4}$ ) hours worked or less by mutual agreement in writing between the Employer and the Union. Prior to the extension of a probationary period, the Employer shall complete a performance appraisal, outlining areas where the Employee must demonstrate improved performance.

## **ARTICLE 13: SALARIES**

### **13.01 Salary Schedule/Paydays**

- (a) The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Schedule which forms a part of this Collective Agreement, and shall be effective from and after the dates specified.
- (b) Paydays will be established by the Employer, but in no event will Employees be paid less frequently than twice monthly.



## 13.02 **Pay Steps**

Employees shall advance from Pay Step 1 to Pay Step 2 as set out in the Salaries Appendix upon completion of two thousand and twenty-two and three-quarters (2,022 3/4) hours paid at the Basic Rate of Pay and on a Named Holiday to a maximum of seven and three-quarters (7 3/4) hours within the classification, and then shall receive further Pay Step advancements, if applicable, based upon the completion of one thousand eight hundred and thirteen point five zero (1813.50) hours worked at each subsequent Pay Step in the pay range.

## 13.03 **Achieving a Different Position**

- (a) When a Regular Employee achieves a position in a classification with the same end rate as the Employee's present classification, such Employee shall move to the Pay Step which has a rate which is equal to the Employee's present Basic Rate of Pay, or if there is no such Pay Step, to the Pay Step that has a Basic Rate of Pay that is next higher to her present Basic Rate of Pay.
- (b) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of the Employee's present classification, and the Employee has not yet achieved "Pay Step 2" in the Employee's present pay range, the Employee shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" upon completion of two thousand and twenty-two and three-quarters (2,022 3/4) hours worked (inclusive of those hours worked in the Employee's former classification); however, if "Pay Step 1" of the higher pay range is less than "Pay Step 1" in the Employee's present pay range, the Employee shall be advanced to the next Pay Step that provides the Employee with an increase in the Employee's Basic Rate of Pay.
- (c) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of the Employee's present classification, and the Employee has achieved "Pay Step 2" or greater in the pay range for the Employee's present classification, the Employee shall advance to "Pay Step 2" in the higher pay range; however, if "Pay Step 2" in the higher pay range has a Basic Rate of Pay less than the Employee's current Basic Rate of Pay, the Employee shall be advanced to the next Pay Step that provides the Employee with an increase in the Employee's Basic Rate of Pay.
- (d) When a Regular Employee achieves a position in a classification with an end rate that is less than the Employee's present classification, the Employee shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in the Employee's present Basic Rate of Pay.

#### 13.04 **In-scope Supervisor Premium**

The Employer may designate an Employee, in writing, to assume the responsibilities of In-scope Supervisor. Employees so designated shall receive, in addition to their regular earnings, a premium of one dollar and fifty cents (\$1.50) per hour worked for the duration of such appointment. In addition to their normal duties, an In-scope Supervisor shall be responsible for organizing the efforts of other Employees in their program area to ensure the work is completed satisfactorily.

#### 13.05 **Over or Underpayment of Wages and/or Entitlements**

Should the Employer issue an Employee an over or underpayment 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 over or underpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

### **ARTICLE 14: HOURS OF WORK**

#### 14.01 **Continuous Operation**

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. For the purpose of this provision, "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum of forty-eight (48) hours off duty.

#### 14.02 **Posting of Shift Schedules**

- (a) All shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. Shift schedules posted shall cover a minimum four (4) week period. 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.
- (b) Unless agreed to by the Employee, if, in the course of a posted schedule, the Employer changes the Employee's scheduled shift ( i.e. days to evenings, days to nights or evenings to nights) with less than forty-eight (48) hours notice, she shall be paid at the rate of two times (2X) her Basic Rate

of Pay for all hours worked on the changed shifts.

- (c) Unless agreed to by the Employee, if, in the course of a posted schedule, the Employer changes a regular Employee's scheduled start time and/or end time with less than forty-eight (48) hours notice, she shall be paid at two times (2X) her Basic Rate of Pay for all hours worked outside of the originally scheduled hours.

#### 14.03 **Daylight Saving Time**

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

#### 14.04 **Request to Report for a Later Shift**

In the event a Regular Employee reports for work as scheduled and is requested by the Employer to report for a later shift, or not required to work, the Regular Employee shall be compensated by payment of three (3) hours pay at the Employee's Basic Rate of Pay.

#### 14.05 **Required to Cease Work Prior to End of Shift**

Should an Employee report and commence work as scheduled and be required to cease work prior to completion of her scheduled shift and return to duty at a later hour, she shall receive her basic hourly rate of pay for all hours worked with an addition of two (2) hours pay at her Basic Rate of Pay for that inconvenience.

#### 14.06 **Rest Periods**

All Regular Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three decimal 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. Every shift five (5) hours or over shall include an unpaid meal period of not less than thirty (30) minutes, to be scheduled by the Employer, unless mutually agreed otherwise.

#### 14.07 **Full-Time Employees**

- (a) Regular hours of work, exclusive of meal periods, for regular Full-Time Employees, shall be:

- (i) seven and three-quarter (7 3/4) work hours per day; and
  - (ii) seventy-seven and one-half (77 1/2) work hours in a fourteen (14) calendar day period.
- (b) Regular Full-Time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for regular Full-Time Employees shall provide for:
- (i) not more than two (2) different shift starting times between scheduled days off;
  - (ii) days off to be consecutive;
  - (iii) not more than six (6) consecutive days of work without receiving her days off;
  - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts;
  - (v) no split shifts; and
  - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular Full-Time Employees who perform the work involved.

#### 14.08 **Part-Time Employees**

- (a) Hours of work for regular Part-Time Employees shall be:
- (i) a minimum of three (3) hours per shift; and
  - (ii) up to seven and three-quarter (7 3/4) hours in any one (1) day, exclusive of meal periods; and
  - (iii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen (14) calendar days.

- (b) Regular Part-Time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and Employee, shift schedules for regular Part-Time Employees shall provide for:
  - (i) not more than two (2) different shift starting times between days off;
  - (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days;
  - (iii) not more than six (6) consecutive days of work without receiving her days off;
  - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts;
  - (v) no split shifts; and
  - (vi) excepting Part-Time Employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular Part-Time Employees who perform the work involved.
- (d) Regular Part-Time Employees who wish to be considered for additional hours of work which:
  - (i) are made available to relieve for absences the duration of which is less than ninety (90) calendar days; or
  - (ii) are not regularly scheduled;shall advise their immediate supervisor, in writing, as to the extent of their availability.
- (e) The Basic Rate of Pay will prevail for additional hours of work assigned to a regular Part-Time Employee beyond the Employee's scheduled hours, provided:
  - (i) the assignment is accepted;
  - (ii) the hours worked do not exceed seven and three-quarter (7 3/4) hours per day;

- (iii) the hours worked do not exceed seventy-seven and one-half (77 1/2) hours over a period of fourteen (14) calendar days;
- (iv) the Part-Time Employee does not work in excess of six (6) consecutive days without days off;
- (v) the Part-Time Employee does not work in excess of ten (10) days in a fourteen (14) day period.

When a regular Part-Time Employee accepts additional hours as per the preceding conditions, the Employee's schedule shall not be considered to have been changed and therefore Article 14.02 does not apply.

- (f) At the time of hire or transfer, the Employer shall state in writing the Full-Time Equivalency status for each part-time Employee. Such Full-Time Equivalency shall not be altered except by the operation of the provisions of this Collective Agreement.

#### **14.09 Optional Scheduling Provisions**

Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

#### **14.10 Employee Shift Trading**

Employees may exchange shifts and/or days off with the approval (in writing) of the Employer provided no increase in cost is incurred by the Employer.

### **ARTICLE 15: OVERTIME**

15.01 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 3/4) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay. Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

15.02 Failure to provide at least fifteen and one-half (15 1/2) 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 fifteen and one-half (15 1/2) hours rest between regularly scheduled shifts.

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

### **Full-Time Employees**

- 15.04 Overtime shall be shared as equally as possible amongst Full-Time Employees who perform the work involved.
- 15.05 Full-time Employees required to work by the Employer on their scheduled days off shall be paid two times (2X) the Basic Rate of Pay for hours worked on each such day.
- 15.06 (a) A Full-Time Employee may request time off in lieu of overtime worked, to be taken at a time mutually agreed between the Employer and Employee.
- (b) In the event mutual agreement between the Full-Time Employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked.
- (c) Time off in lieu of overtime shall be paid out by March 31<sup>st</sup> of each year.

### **Part-Time Employees**

- 15.07 Overtime shall be shared as equally as possible amongst Part-Time Employees who perform the work involved.
- 15.08 Where mutually agreed by the Employer and the regular Part-Time Employee, the Regular Part-Time Employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the Regular Part-Time Employee.
- 15.09 Part-Time Employees must work greater than 7.75 hours in a shift or greater than 38.75 hours in a week averaged over a four (4) week period, before overtime is paid.

## **ARTICLE 16: ON-CALL**

### **16.01 Definition**

On-call duty shall mean any period during which a Regular 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. Unless otherwise agreed between the Employer and the Employee on-call periods shall be scheduled at least twenty-eight (28) days in advance covering

four (4) weeks excepting in cases of emergency.

**16.02 On-Call Pay**

For each assigned hour of authorized on-call duty, a Regular Employee shall be paid:

- (a) on regularly scheduled days of work, the sum of three dollars and thirty cents (\$3.30) per hour; and
- (b) on scheduled days off and Named Holidays, the sum of four dollars and fifty cents (\$4.50) per hour. A Named Holiday or scheduled day off shall run from 0001 hours on the Named Holiday or scheduled day off to 2400 hours of the same day.

**16.03 Pocket Pagers/Cell Phone**

When an Employee is supplied a pocket pager/cell phone 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/cell phone.

**ARTICLE 17: CALL-BACK**

**17.01 Call-Back Pay**

- (a) A Regular Employee who is called back and required to return to work without undue delay during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Article 16.02 but shall be paid for the hours worked during the on-call period in accordance with the call-back provisions of Article 17.
- (b) When a call-back forms a continuous period with the Employee's normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled shift and the normal working hours shall not be reduced as a result of such call-back except by mutual consent.

**17.02 Full-Time Employees**

- (a) A regular Full-Time Employee who is called back and required to return to work outside of the Full-Time Employee's regular hours shall be paid for any one (1) call at either:
  - (i) the overtime rate as specified in Article 15.01; or
  - (ii) four (4) hours at the Basic Rate of Pay; whichever is greater.



- (b) A Full-Time Employee who is called back to the work site shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Full-Time Employee travels for such purpose by private automobile, reimbursement shall be at the Alberta Government rate per kilometre from the Full-Time Employee's residence to the work site and return.

### 17.03 **Part-Time Employees**

- (a) A regular Part-Time Employee who has completed a shift and is called back and required to return to work outside the Part-Time Employee's regular hours shall be paid for any one (1) call at either:
  - (i) the overtime rate as specified in Article 15.01; or
  - (ii) four (4) hours at the Basic Rate of Pay; whichever is greater.
- (b) A Part-Time Employee who has completed a shift and is called back and required to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the Alberta Government rate per kilometre from the Part-Time Employee's residence to the work site and return. Such allowance will not be paid when reporting for additional hours of work pursuant to Article 14.

- 17.04 (a) In the twelve (12) hour period immediately preceding an employee's next regularly scheduled shift an employee:
- (i) who works more than eight (8) hours pursuant to Article 17.02 or 17.03; or
  - (ii) is called-back to work more than two times (2X);
- shall be entitled to eight (8) consecutive hours rest before commencing her next scheduled shift, without loss of earnings.
- (b) The employee in the above situation will advise her Supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.
  - (c) Due to operational circumstances where an employee cannot be provided eight (8) consecutive hours of rest in accordance with Article 17.04(a), she shall be paid at two times (2X) her basic rate of pay for all hours worked during what would have been the eight (8) hour rest period.

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

#### 17.05 **Telephone Consultation**

When an Employee is consulted by telephone and has been:

- (a) assigned on call duty and is authorized by the Employer to handle job-related matters without returning to the workplace, or
- (b) authorized by the Employer to handle job-related matters without returning to the workplace,

the Employee shall be paid at the applicable rate for the total accumulated time spent on telephone consultation(s) and corresponding documentation during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes.

### **ARTICLE 18: PYRAMIDING**

- 18.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 18.02 Where two (2) or more applicable premiums may apply the Employee will be paid only one (1) such premium, that being the greatest of the applicable premiums.
- 18.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

### **ARTICLE 19: SHIFT PREMIUM**

#### 19.01 **Shift Differential**

- (a) An evening shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to:
  - (i) Employees working a shift wherein the majority of the hours of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
  - (ii) Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided that greater than two (2) hours are worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours; or

- (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) to twenty-three hundred (2300) hours.
- (b) A night shift premium of five dollars (\$5.00) per hour shall be paid to:
  - (i) Employees working a shift wherein the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
  - (ii) Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked within twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or
  - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) to zero seven hundred (0700) hours.

19.02 Shift Differential shall not be considered part of the basic hourly rate of pay.

#### **ARTICLE 20: WEEKEND PREMIUM**

- 20.01 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 a 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 working within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
  - (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.

20.02 Weekend Premium shall not be considered part of the basic hourly rate of pay.

#### **ARTICLE 21: TRAVEL EXPENSES**

##### **21.01 Mileage**

When an Employee, at the request of the Employer, drives a motor vehicle for work related travel other than a motor vehicle supplied by the Employer, a

transportation allowance of the Alberta Government rate per kilometre shall be paid.

#### 21.02 **Travel Expenses**

When an Employee is required by the Employer to travel for employment purposes, she shall be reimbursed for all reasonable expenses as per the Employer's policy.

#### 21.03 **Business Insurance**

Employees who are required to use their personal vehicles for Employer business shall maintain business use insurance coverage as per the Employer's policy.

### **ARTICLE 22: ANNUAL VACATION**

#### 22.01 **Vacation Entitlement for Full-Time Employees**

(a) 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 (1<sup>st</sup>) and second (2<sup>nd</sup>) years of such employment a Full-Time Employee earns a vacation time of fifteen (15) working days;
- (ii) during the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of such employment a Full-Time Employee earns a vacation time of twenty (20) working days;
- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of such employment a Full-Time Employee earns a vacation time of twenty-five (25) working days;
- (iv) during the twentieth (20<sup>th</sup>) and subsequent years of such employment a Full-Time Employee earns a vacation time of thirty (30) working days;
- (v) an additional five (5) days supplemental vacation at twenty-five (25) years of continuous employment.

#### (b) **Supplementary Vacation**

- (i) Upon having reached the employment anniversary of twenty-five (25) years of continuous service, Full-time Employees shall have earned an additional five (5) working days vacation with pay.

- (ii) Upon having reached the employment anniversary of thirty (30) years of continuous service, Full-Time Employees shall have earned an additional five (5) working days vacation with pay.
- (iii) Upon having reached the employment anniversary of thirty-five (35) years of continuous service, Full-Time Employees shall have earned an additional five (5) working days vacation with pay.
- (iv) Upon having reached the employment anniversary of forty (40) years of continuous service, Full-Time Employees shall have earned an additional five (5) working days vacation with pay.
- (v) Upon having reached the employment anniversary of forty-five (45) years of continuous service, Full-Time Employees shall have earned an additional five (5) working days vacation with pay.
- (vi) Subject to Article 22.04, the supplementary vacation may 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.

#### **22.02 Hours Recognized for Determining Vacation Pay**

Employer-paid hours at the Basic Rate of Pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized for the purposes of determining vacation pay.

#### **22.03 Cessation of Vacation Accrual**

- (a) There shall be no accrual of vacation pay or time entitlements during:
  - (i) layoff; or
  - (ii) a leave of absence without pay which is in excess of thirty (30) calendar days; or
  - (iii) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.

#### **22.04 Time of Vacation**

- (a) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits a vacation preference by March 31 of that year, the Employer shall indicate approval or disapproval of that

vacation request by April 30th of that year.

- (b) Where Employees have submitted their requests for vacation within the time frame of January 1 to March 31 stipulated in Article 22.04(a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation which are submitted after March 31 shall be dealt with on a first-come, first-serve basis.
- (c) When an Employee submits a request in writing after March 31 for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) working days of the request.
- (d) A Regular Employee who chooses to take vacation in broken periods shall be allowed to exercise a preference as to choice of vacation dates for only one vacation period within a calendar year.
- (e) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (f) A Regular Employee shall be entitled to an unbroken period of vacation equal to one (1) year's vacation accrual, unless otherwise mutually agreed between the Employee and the Employer.
- (g) Vacation time off commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave.
- (h) Employees shall be permitted to maintain a level of vacation entitlement equal to one (1) year's vacation entitlement plus an additional five (5) days (38.75 hours). All accumulated vacation beyond the current entitlement plus five (5) days shall be paid out to the Employee prior to March 31<sup>st</sup> of each year exclusive of supplementary vacation.
- (i) No Regular Employee may continue to work and draw vacation pay in lieu of taking vacation.

#### **22.05 Sick While on Vacation**

Should a Regular Employee demonstrate to the satisfaction of the Employer that she was ill and required a defined course of medical treatment for an acute condition that would normally render her unable to work, during the course of her vacation, she may be considered to be on sick leave for such period of time, subject to the provisions of Article 24 (Sick Leave). Vacation time not taken as a result of such medical treatment shall be taken at a mutually agreeable later date.

**22.06 Vacation Pay Upon Termination**

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

**22.07 Vacation Entitlement for Part-Time Employees**

(a) Regular Part-Time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Employer-paid hours at} \\ \text{the Basic Rate of Pay} \end{array} \times \begin{array}{l} \text{The applicable \% as} \\ \text{outlined below} \end{array} = \begin{array}{l} \text{Number of hours} \\ \text{of paid vacation} \\ \text{time to be taken} \end{array}$$

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

**(b) Supplementary Vacation**

- (i) Upon having reached the employment anniversary date of twenty-five (25) years of continuous employment, Employees shall have earned an additional two percent (2%) for supplementary vacation,
- (ii) Upon having reached the Employee anniversary date of thirty (30) years of continuous employment, Employees shall have earned an additional two percent (2%) for supplementary vacation,
- (iii) Upon having reached the Employee anniversary date of thirty-five (35) years of continuous employment, Employees shall have earned an additional two percent (2%) for supplementary vacation,
- (iv) Upon having reached the Employee anniversary date of forty (40) years of continuous employment, Employees shall have earned an additional two percent (2%) for supplementary vacation,

- (v) Upon having reached the Employee anniversary date of forty-five (45) years of continuous employment, Employees shall have earned an additional two percent (2%) for supplementary vacation.
- (c) Part-time employees will be paid for their scheduled shifts during their approved vacation blocks. To supplement their income while on vacation, a part-time employee may request, and their manager may agree, to provide vacation pay for all unscheduled days within their approved vacation block up to full-time hours, provided the employee has enough vacation accrued in their bank at the start of their approved block. This arrangement will not be considered a payout but instead will be coded and paid as “regular Vacation”.

22.08 When an Employee is required to work during her vacation she shall receive pay for all regular hours worked at two times (2X) her Basic Rate of Pay. Hours worked while on vacation shall not be deducted from an Employee’s vacation credits and her vacation will be rescheduled to a time mutually agreed between the Employer and the Employee. In addition the Employer shall be responsible for all non-refundable costs related to the cancellation of the vacation.

**ARTICLE 23: NAMED HOLIDAYS**

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

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

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

- (a) the Municipal Government in which the work site is located;
- (b) the Province of Alberta; or
- (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.



- 23.02 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.

23.03 **"Floater" Holiday**

In addition to the foregoing named holidays, Full-time Employees who are in the employ of the Employer on January 1<sup>st</sup>, shall be granted one (1) additional holiday as a 'floater' holiday. The floater holiday will be scheduled by mutual agreement between the Employer and the Employee.

23.04 **"Lieu" Day**

A Full-Time Employee shall be entitled to a day off with pay on or for a Named Holiday provided the Full-Time Employee:

- (a) works her scheduled shift immediately prior to and immediately following the Holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) works on the Named Holiday when scheduled or required to do so.

23.05 **Named Holiday Pay**

- (a) Subject to Article 15.01 a Full-Time Employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times (1 1/2X) the Basic Rate of Pay plus:
  - (i) by mutual agreement, a day added to the Full-Time Employee's next annual vacation; or
  - (ii) a mutually agreeable day off with pay in conjunction with the Full-Time Employee's regular days off within thirty (30) days either before or after the Named Holiday; or
  - (iii) one (1) regular day's pay.
- (b) A Full-Time Employee who works on Christmas Day and the August Civic Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay plus:

- (i) by mutual agreement, a day added to their next annual vacation: or
- (ii) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) days after the named holiday: or
- (iii) one (1) regular day's pay.

**(c) Overtime on Named Holiday**

Subject to Article 15.01 a Full-time Employee who works overtime on a Named Holiday shall be paid at the rate of two and one-half times (2 1/2X) the basic rate of pay for all overtime hours worked.

**23.06 Named Holiday While on Vacation**

Subject to Article 23.04, when a Named Holiday falls during a Full-Time Employee's annual vacation, the Employee shall receive:

- (a) by mutual agreement, a day off with pay added to the Full-Time Employee's annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Full-Time Employee's regular days off within thirty (30) calendar days of the Full-Time Employee's return from annual vacation; or
- (c) one (1) day's regular pay in lieu of the Named Holiday.

**23.07 Named Holiday on Day Off**

When a Named Holiday falls on a Full-Time Employee's regularly scheduled day off, the Full-Time Employee shall receive:

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

**23.08 Named Holiday on a Saturday or Sunday**

When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off

in lieu of the Named Holiday. If such designated day off is a Full-Time Employee's regularly scheduled day off, such Employee shall then be entitled to the provisions of Article 23.07.

**23.09 Part-Time Employees**

- (a) A Part-Time Employee who works on a Named Holiday shall be paid at the rate of one and one-half times (1 1/2X) the Part-Time Employee's Basic Rate of Pay for all hours worked.
- (b) Part-time Employees shall be paid four point six percent (4.6%) of their earnings paid at the Basic Rate of Pay and of their vacation pay, in lieu of Named Holiday pay.
- (c) Subject to Article 15.01 a Part-time Employee who works overtime on a Named Holiday shall be paid at the rate of two and one-half times (2 1/2X) the Basic Rate of Pay for all overtime hours worked.
- (d) A Part-Time Employee who works on Christmas Day and on August Civic Holiday shall be paid the rate of two times (2X) her Basic Rate of Pay for all hours worked up to seven point seven five (7.75) hours.

23.10 (a) A Regular Employee shall be so scheduled as to provide her with days off on at least three (3) of the actual Named Holidays. In addition, she shall be given either Christmas or New Year's Day off unless otherwise requested by the Employee.

- (b) (i) A Regular Employee granted Christmas Day off in accordance with Article 23.10 shall be scheduled such that she shall have two (2) consecutive days where she will not be obliged to work (i.e., December 24th and 25th or December 25th and 26th); and
- (ii) A Regular Employee granted New Year's Day off in accordance with Article 23.10 shall be scheduled such that she shall have two (2) consecutive days where she shall not be obliged to work (i.e., December 31st and January 1st or January 1st and 2nd).

23.11 If a Part-time Employee's regularly scheduled day of work falls on a Named Holiday, resulting in that Employee having less than their full FTE scheduled for that week, the Employer shall, at the request of the Employee, schedule another day of work to make up for the day of work lost due to the Named Holiday, when the Employer has an available shift.

## **ARTICLE 24: SICK LEAVE**

### **24.01 Definition**

- (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 work due to such therapy shall be considered sick leave.

### **24.02 Sick Leave During Probation Period**

A Regular Employee shall be entitled to apply sick leave credits prior to the completion of her probation period.

### **24.03 Accrual of Sick Leave Credits**

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.

### **24.04 Payment for Sick Leave**

A Regular Employee granted sick leave shall be paid for the period of such leave at the Regular Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Regular Employee's accumulated sick leave credits up to the total amount of the Regular Employee's accumulated credits at the time sick leave commenced.

### **24.05 Sick Credits for Medical Appointments, Referrals and/or Treatment**

When an Employee:

- (a) is required to travel for the purpose of medical referral and/or treatment, or;

- (b) is unable to schedule medical appointments outside of his work hours and requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, providing he has provided the Employer with as much advance notice as possible and has been given authorization by the Employer; such absence shall be neither charged against his accumulated sick leave, nor shall he suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against his accumulated sick leave. Employees may be required to submit proof, to the Employer, of appointments.

#### 24.06 **Satisfactory Proof**

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

#### 24.07 **Maximum Credits**

When a Regular Employee has accrued the maximum sick leave credits, the Employee shall no longer accrue sick leave credits until such time as the total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

#### 24.08 **Extended Illness**

- (a) An Employee who has exhausted all sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay for the duration of the illness or as provided below.
- (b) The Employee shall keep the Employer advised as to when the Employee shall be expected back to work. Where the Employee is absent due to illness for a period of more than sixty (60) calendar days, the Employee shall provide the Employer with fourteen (14) days' notice of readiness to return to work. The return to work of an Employee in accordance with Article 24.08(b) shall not be construed as being a violation of the posting and/or scheduling provisions of Article 14.
  - (i) An Employee who is capable of performing the duties of the Employee's former classification shall be reinstated by the Employer in the same classification which was held immediately prior to the Employee's absence.
  - (ii) An Employee who is not capable of performing the duties of the 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 the Employee is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.

- (c) At the expiration of either twenty-four (24) months from the last day of paid sick leave or twenty-four (24) months from the first (1st) day of Long Term Disability entitlement, whichever is greater, an Employee who is not capable of returning to work pursuant to (a) or (b) above shall be considered to have terminated the employment relationship with the Employer, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

#### **24.09 Reporting Sick**

Regular Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties re-distributed. Failing to do so, the Regular Employee may be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Regular Employee should have reported for work and the time at which the Regular Employee reported.

#### **24.10 Reporting of Accumulated Sick Leave Credits**

Subject to the capabilities of the payroll system, the amount of sick leave credits accumulated by the Employee will be reported on the Employee's pay stub.

#### **24.11 Full-Time Employees**

Sick leave credits for a Full-Time Employee shall be earned and computed at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

#### **24.12 Part-Time Employees**

- (a) An Employee shall be allowed a credit for sick leave computed from the date of employment.
- (b) A Part-time Employee shall accumulate sick leave credits up to a maximum credit of one-hundred and twenty (120) working days, pro-rated to the regularly scheduled hours of the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.
- (c) A Part-time Employee shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

- (d) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional shifts worked, to a maximum of Full-time hours.
- (e) When a regular Part-Time Employee accepts an assignment for additional hours of work and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for such assignment.

## **ARTICLE 25: WORKERS' COMPENSATION**

- 25.01 Workers' Compensation Board coverage will be provided by the Employer for a Regular Employee.
- 25.02 An Employee shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.
- 25.03 Article 25.02 above shall not exclude a Regular Employee from sick leave benefits for periods of absence resulting from an accident which is non-compensable under the *Workers' Compensation Act*.
- 25.04 Regular Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 25.05 A Regular Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when he/she shall be expected back to work.
- 25.06
  - (a) An Employee who is in receipt of Workers' Compensation benefits shall be deemed to be on approved leave of absence without pay. The Employer and the Employee shall continue their portion of the health care benefit cost-share, as defined in Article 26 during such leave of absence.
  - (b) The Employee shall assign Workers' Compensation benefits to the Employer so that the Employer will receive Workers' Compensation payments directly from the Workers' Compensation Board. The Employer will make all necessary deductions to continue health care benefits during such leave of absence.

## **ARTICLE 26: EMPLOYEE BENEFITS**

### **26.01 Employee Benefits Plans**

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

- (a) Supplementary Health Benefits Plan;
- (b) Dental Plan, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of all eligible Extensive Services; and fifty percent (50%) of eligible Orthodontic Services, in accordance with a Fee Guide as established by the Provider. A maximum annual reimbursement of three thousand (\$3,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand (\$3,000) per insured person;
- (c) The Employee Benefits Plan, or equivalent, inclusive of:
  - (i) Group Life Insurance;
  - (ii) Accidental Death and Dismemberment;
  - (iii) Short Term Disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings; and
  - (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings at the Basic Rate of Pay to the established maximum following a one hundred and twenty (120) working day elimination period);
- (d) At the Employer's option, an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.

### **26.02 Plan Information**

- (a) Where the benefits specified in Article 26.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.



- (b) The Employer shall make available to all Employees participating in these Plans copies of information booklets of these Plans.

**26.03 Benefit Plan Premiums**

Benefit premiums shall be cost-shared with Employees paying twenty-five percent (25%) of the cost and the Employer paying seventy-five percent (75%) of the cost for benefits listed in Article 26.01.

**26.04 Part-Time Employees**

Subject to the preceding provisions, where it is anticipated that a Part-Time Employee will work a minimum of fifteen (15) hours per week, averaged over one (1) complete shift cycle, the Part-Time Employee shall participate in the Employee Benefits Plans. The shift cycle shall be defined as that period of time which is required for a shift schedule to repeat itself or two (2) weeks, whichever is greater.

- 26.05 The Employee Benefits Plans shall be provided to a Temporary Employee who has completed her probationary period and who is hired to work for a period of six (6) months' duration or longer and whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

- 26.06 A Regular Employee filling a Temporary vacancy shall continue to receive benefits in accordance with Article 26, provided they received benefits in their regular position.

**26.07 Flexible Spending Account (FSA)**

**(a) Eligibility**

- (i) A FSA shall be implemented for all Full-time Employees and Employees eligible for benefits in accordance with Article 26.04.
- (ii) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their full-time equivalencies (FTEs).

**(b) Calculation**

The FSA will be calculated as follows:

- (i) Seven hundred and fifty hundred dollars (\$750.00) to be allocated to each eligible Full-time Employee prorated for each

eligible Part-time Employee based on their FTE as of December 1st (eligibility date) of each year.

- (c) The FSA may be used for the following purposes:
- (i) Reimbursement for expenses associated with professional development including:
    - tuition costs or course registration fees;
    - travel costs associated with course attendance;
    - professional journals;
    - books or publications;
    - computer hardware; and
    - software.
  - (ii) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
  - (iii) 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 26.01(a) and (b) of the Collective Agreement.
  - (iv) Contribution to a Registered Retirement Savings Plan administered by the Employer.
  - (v) Wellness expenses which may include, but are not limited to, such expenditures such as fitness centre memberships and fitness equipment.
  - (vi) Family care including day care and elder care.
  - (vii) Contributions to a Tax Free Savings Account, in accordance with CRA guidelines.
- (d) **Allocation**
- (i) By December 1<sup>st</sup> (allocation date) of each year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
  - (ii) 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.

- (iii) 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.
  - (iv) Reimbursement will be provided by the Employer upon submission of an original receipt.
- (e) **Implementation**
- (i) 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.
  - (ii) 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.
  - (iii) 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.
- (f) 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 her FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

**ARTICLE 27: PENSION PLAN**

- 27.01 (a) The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits for eligible participating Full-time Employees in accordance with the regulations of the plan.
- (b) The Employer shall contribute to the aforementioned pension plan for eligible Part-time Employees who request enrolment in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over a complete cycle of the shift schedule.
- 27.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the plan that have been communicated to the Employer by LAPP.

## **ARTICLE 28: LEAVES OF ABSENCE**

### **28.01 Applications for Leave**

Applications for leave of absence shall be submitted in writing to the Employer for approval. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Regular Employee's immediate family or for any other reason which the Employer and Regular Employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

### **28.02 Leave for Union Business**

- (a) Provided the efficiency of the Employer shall not in any case be disrupted, a leave of absence with 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, Schools, or to attend Union Business. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus fifteen percent (15%) for administrative charges.
- (b) Representatives of the Union shall be granted time off with pay and without loss of seniority in order to participate in collective bargaining with the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus fifteen percent (15%) for administrative charges.
- (c) Regular Employees who are elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during their term of office.

### **28.03 Leave for Public Office**

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

#### 28.04 **Parental Leave**

- (a) A Regular Employee who has completed six (6) months continuous employment shall, upon her written request at least two (2) weeks in advance, be granted parental leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences parental leave not later than the date of delivery.
- (b) Parental leave shall be without pay and benefits except for that portion of parental leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, STD, EI SUB Plan Benefits or LTD. Parental leave shall be without loss of seniority. The total period of parental leave shall not exceed twelve (12) months unless mutually agreed between the Employer and Employee.
- (c) A Regular Employee on parental leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work at which time the Employer will reinstate the Regular Employee in the same classification held by her immediately prior to taking parental leave and at the same Basic Rate of Pay.

#### 28.05 **Adoption Leave**

- (a) A Regular Employee who has completed six (6) months of continuous employment shall, upon written request, be granted leave without pay and benefits for up to twelve (12) months as necessary for the purpose of adopting a child.
- (b) The Employee may commence adoption leave upon one (1) days' notice, provided the application for such leave is made when the adoption has been approved. The Employer shall be kept informed of the progress of the adoption proceedings.
- (c) 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 the Employee in the same classification held by the Employee immediately prior to taking adoption leave and at the same rate of pay.

#### 28.06 **Court Appearance**

A Regular Employee required by law to appear before a court of law as a witness in matters arising out of her employment with the Employer, as a witness subpoenaed by a court of law to appear in any court, or as a member of a jury, shall be paid the difference between the pay received for such court service and the pay the Regular Employee would have normally received if she had been

working, based on the Basic Rate of Pay. The Employee will report to work during those hours that she is not required to attend court. For the purpose of the Employee reporting to work, travel time shall be considered as time required to attend court.

#### **28.07 Accrual of Benefits While on Leave**

- (a) Benefits, including vacation, sick leave and Named Holidays do not accrue during any leave of absence without pay in excess of thirty (30) consecutive calendar days.
- (b) When an Employee is on leave of absence without pay and is receiving STD, LTD or EI Sick Leave Benefit, the Employer will continue to pay the Employer's share of all pre-paid premiums for a period not exceeding twenty-four (24) months from the beginning of STD or LTD provided that the Employee makes prior arrangements with the Employer for the payment of the Employee's share of all pre-paid premiums. Failure by an Employee to submit the Employee's portion will result in the Employer discontinuing premium payments for that Employee.

#### **28.08 Education Leave**

- (a) Should the Employer require an Employee to participate in a compulsory educational program, such Employee shall be compensated in accordance with the following:
  - (i) For program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings.
  - (ii) On regularly scheduled days off, the Employee shall be paid at her Basic Rate of Pay to a maximum of seven and three-quarter (7 3/4) hours per day, for actual time in attendance at such program, or, if mutually agreed upon, shall be granted equivalent time off.
  - (iii) The Employer will pay the cost of the course including tuition fees, travel and subsistence expenses according to Employer policy.
- (b) In accordance with the Employer's policy, a leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the Employees to participate in education or exchange programs.

#### **28.09 Notice of Return to Work**

An Employee off work for ninety (90) calendar days or more shall give the Employer at least fourteen (14) days notice of their intent to return to work.

## 28.10 Terminal Care Leave

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period up to six (6) months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

## 28.11 Special Leave

The Parties recognize that an Employee may be unable to report to work 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. The Employer shall approve special leave in such circumstances to a maximum of four (4) days without loss of pay in each calendar year; any requests for additional leave of absence in these circumstances shall be subject to the provisions of Article 28.01.

Effective April 1, 2017 Special Leave shall be replaced with Personal Leave.

## 28.11 Personal Leave

- (a) Benefit eligible employees shall be entitled to Personal Leave days each year, from April 1st through March 31st. Employees shall request Personal Leave as far in advance as possible. Personal Leave is for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for Personal Leave shall be granted where operationally acceptable and shall not be unreasonably denied.
- (b) The number of Personal Leave days are determined by the employee's FTE as of April 1 of each year.
  - (i) Employees with an FTE of zero point eight (0.80) or greater shall be entitled to three (3) days of seven point seven five (7.75) hours each;
  - (ii) Employees with an FTE between zero point six (0.60) and zero point seven nine (0.79) FTE shall be entitled two (2) days of seven point seven five (7.75) hours each;
  - (iii) Employees with an FTE between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day of seven point seven five (7.75) hours.

- (c) Personal Leave days are granted per incident as a full day.
- (d) Any Personal Leave days not used by March 31st of each year shall not be carried over or paid out. Any Personal Leave Days not used upon termination of employment shall not be paid out.
- (e) New employees hired after January 1 of each year shall not receive Personal Leave days until April 1st of the same year.

## **ARTICLE 29: IN-SERVICE PROGRAMS**

- 29.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the Employee. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for actual time in attendance including travel time in accordance with Article 21 (Travel Expenses).

## **ARTICLE 30: BEREAVEMENT**

### **30.01 Bereavement Leave**

Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.

For the purposes of this article, immediate family shall include the following relatives of the Employee:

- spouse (including common-law spouse) and/or same-sex relationship
- child (including of common-law spouse and step-children)
- parent (including of common-law spouse and step-parent)



son-in-law  
mother-in-law  
father-in-law  
brother-in-law  
sister-in-law  
grandchild

daughter-in-law  
brother and step-brother  
sister and step-sister  
legal guardian  
grandparent (both sides)  
fiancé

30.02 In the case of the death of aunts, uncles, nieces, or nephews, the Employer may grant up to three (3) calendar days of leave of absence, for which the Employee shall suffer no loss of regular earnings.

30.03 **Travel for Bereavement**

Bereavement leave shall be extended by up to two (2) days without loss of salary if travel in excess of three hundred and twenty (320) kilometres one-way from the Employee's residence is necessary for the purpose of planning and attending the funeral.

30.04 **Death of Another Relative or Close Friend**

In the event of a death of another relative or close friend, the Employer may grant the Employee up to one (1) working day off with pay to attend the funeral services.

**ARTICLE 31: UNIFORMS/FOOTWEAR/LOCKERS**

31.01 **Uniform Allowance**

Where the Employer requires an Employee to wear a specific uniform, the Employer shall furnish and maintain (launder, alter and repair) without charge such uniform. The uniform shall remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

31.02 **Lockers**

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 32: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES**

### **32.01 Postings**

- (a) Vacancies for Regular and Temporary positions shall be posted for seven (7) calendar days. The posting shall contain the following information:
- i) Classification,
  - ii) responsibilities and qualifications,
  - iii) Department,
  - iv) existing shift pattern and full time equivalency,
  - v) Basic Rate of Pay for the position,
  - vi) status of position, and expected term if a temporary position; and
  - vii) to whom applications should be submitted
- (b) A copy of all postings shall be sent electronically to the person designated by the Union to receive it. Once the appointment has been made, the appointee's name will be sent to the person designated by the Union to receive it.

### **32.02 Applications**

Requests for transfer or applications for vacancies shall be in writing according to the procedures established in the facility. Facilities will be provided to accept applications for posted positions at any time within the seven (7) calendar day posting period.

### **32.03 Appointments**

- (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are judged by the Employer to be relatively equal, seniority shall be the deciding factor.
- (b) Subject to Article 32.03(a), where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit.

### **32.04 Interim Appointments**

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

**32.05 Notification to Applicants**

Employees who are applicants for postings shall be informed of their acceptance within seven (7) calendar days of the date of appointment.

**32.06 Trial Periods**

A Regular Employee who is the successful applicant of a posting shall be considered on a trial period in the new position for three hundred and ten (310) hours worked following the date of appointment. During this trial period the Employee may choose to return or the Employer may direct the Regular Employee to return to the Regular Employee's former position and Basic Rate of Pay without loss of seniority.

**32.07 Regular Employee in a Temporary Position**

A Regular Employee achieving a temporary position shall maintain her status as a Regular Employee. Upon completion of the temporary term the Employee shall return to her former position. If such reinstatement is not possible, such Employee shall be placed in another suitable position. Such reinstatement or placement shall be at not less than the same rate of pay to which the Employee would be entitled had she remained in her former position.

32.08 A temporary position shall be posted for all vacations, sick leave or leave of absence greater than three (3) months' duration. For those absences of less than three (3) months' duration, the shifts will be divided equitably among eligible casual and part-time Employees who wish to work additional shifts.

**ARTICLE 33: DISCIPLINE, DISMISSAL AND RESIGNATION**

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

33.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, within twenty (20) working days of the date the Employer first became aware of, or reasonably become aware of the occurrence of the act may result in a written warning to the Employee with a copy to the Union within two (2) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the Employee's performance so warrant.

- 33.03 The procedures stated in Articles 33.02 and 33.09 do not prevent immediate suspension or dismissal for just cause.
- 33.04 An Employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Union within two (2) working days.
- 33.05 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 33.06 (a) An Employee, who has been subject to disciplinary action, shall after eighteen (18) months from the date the disciplinary measure was initiated, exclusive of any periods of leave of absence in excess of ninety (90) days, request in writing that her record be cleared of that disciplinary action.
- (b) The Employer shall clear the record providing no further disciplinary action(s) have occurred during the eighteen (18) month period.
- (c) The Employer shall confirm in writing to the Employee that such action has been effected.
- 33.07 An Employee who is dismissed shall receive her termination entitlements at the time she leaves.
- 33.08 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 23.
- 33.09 When circumstances permit, the Employer shall provide at least twenty-four (24) hours advance notice to an Employee required to meet with the Employer for the purposes of discussing or issuing discipline. The Employee may be accompanied by a representative of the Union at such meeting.

The Employee shall be compensated at their basic rate of pay for the duration of such meeting(s).

33.10 **Abandonment**

A Regular Employee absent for three (3) consecutive working days without notifying the Employer shall be considered to have vacated his/her position unless, in the opinion of the Employer, such notification was not possible.

33.11 **Personnel Files**

Upon service of at least one (1) days notice, an Employee shall have the right to view her personnel file once each year or when the Employee has filed a

grievance. An Employee shall be given a copy of the contents of her personnel file provided that the Employee pays to the Employer a reasonable fee, determined by the Employer, to cover the cost of copying.

### 33.12 **Resignation**

An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) days' notice, where possible, and shall, in any case, provide the Employer with fourteen (14) days' notice of her desire to terminate her employment.

## **ARTICLE 34: SENIORITY**

### 34.01 **Definition**

"Seniority," except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire and shall continue to accrue during periods of layoff as specified in Article 34.02 and authorized leave of absence.

### 34.02 **Break in Seniority**

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

- (a) the employment relationship is terminated by either the Employer or the Regular Employee;
- (b) twenty-four (24) months have expired following layoffs.

### 34.03 **Seniority Lists**

An up-to-date seniority list and a list of Employees on layoff shall be sent to the Union in January of each year and when any Regular Employee is served notice of layoff and such list shall indicate each Employee's name, classification, status, full time equivalency and seniority date.

### 34.04 **Employees Who Achieve a Regular Position**

- (a) For Casual Employees whose status changes to regular or temporary, the "seniority date" shall be established by dividing their contiguous hours earned since the person started performing work of a general support services nature by 2022.75.
- (b) For someone subsequently determined by the Labour Relations Board (or agreed to by the parties) as being in the bargaining unit, the seniority date

shall be established by dividing their contiguous hours earned since the person started performing work of a general support services nature by 2022.75.

- (c) No seniority shall be credited for time prior to a break in active employment of ninety (90) calendar days or more.

34.05 Seniority shall be the determining factor in:

- (a) preference of vacation time, subject to Article 22.04 (b);
- (b) layoffs and recalls, subject to the qualifications specified in Article 35;
- (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 32.

34.06 **Same Seniority Dates**

In the event seniority dates are the same, the Employee with the earliest dated letter of hire shall be deemed to have the most seniority. In the event that Employees with the same seniority dates also have letters of hire with the same dates, the Employee with the earliest dated application shall be deemed to have the most seniority. In the event the tied seniority cannot be resolved in this manner, the tie shall be resolved by a coin toss.

#### **ARTICLE 35: LAYOFF/DISPLACEMENT/RECALL PROCEDURE**

35.01 Prior to the implementation of the provisions of this Article, the Employer will meet with the Union to inform the Union of the Employer's intentions and provide the Union with current seniority lists.

35.02 In case it becomes necessary to reduce the workforce, the Employer will notify an Employee who is to be removed from her position at least twenty-eight (28) calendar days prior to the position removal, except that the twenty-eight (28) calendar days notice shall not apply where the position removal results from an Act of God, fire, flood, or work stoppage by Employees not covered by this Collective Agreement. If the Employee being removed from her position is not provided with an opportunity to work her scheduled hours during the twenty-eight (28) calendar days after notice of position removal, the Employee shall be paid in lieu of such work for that portion of the twenty-eight (28) calendar days during which work was not made available. In any event, the Employee will be paid no less than that which is provided for in the Employment Standards Code.

35.03 At the time of providing written notice of an Employee's removal from her position, a consultation meeting will be arranged by the Employer, between the Employee, the Employer and the Union, at which time the Employer shall advise the

Employee of her retention options according to Articles 35.04 and 35.05, provided the Employee has the requisite job-related skills, training, knowledge and ability to perform the work required in the retention options.

- 35.04 The Employee shall be presented with the following vacancy options:
- (a) vacant position(s) within her same occupational group and comprised of:
    - (i) the same FTE and pay grade;
    - (ii) the same FTE and lower pay grade; and
    - (iii) a lower FTE and same or lower pay grade.
  - (b) vacant position(s) within the bargaining unit. Such vacant position(s) shall be comprised of the:
    - (i) same or lower FTE; and
    - (ii) same or lower pay grade.
  - (c) An Employee who declines a vacant position pursuant to Article 35.04(a)(i) shall not be eligible for another vacant position, or to displace into an occupied position within the bargaining unit pursuant to Article 35.05, and shall be laid off and forfeit her recall rights.
- 35.05 Subject to Article 35.04(c), an Employee who is not placed in a vacant position pursuant to Article 35.04 shall be presented with the following displacement options:
- (a) an occupied position within her same occupational group. Such displacement shall affect the least senior Employee within her same occupational group in a position comprised of:
    - (i) the same FTE and pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 35.05(a)(ii).
    - (ii) the same FTE and lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 35.05(a)(iii).
    - (iii) a lower FTE and same or lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 35.05(b).

- (b) an occupied position within the bargaining unit. Such displacement shall affect the least senior Employee within her same occupational group in a position comprised of the:
  - (i) same or lower FTE; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 35.05 (b) (ii).
  - (ii) same or lower pay grade.
- (c) An Employee who declines displacement under Article 35.05(a)(i) shall not be eligible to displace into another occupied position within the bargaining unit pursuant to Article 35.05(b), and shall be laid off and forfeit her recall rights.
- (d) The Employer and the Union shall discuss the order in which displacement options should be exercised to ensure minimal impact to more senior Employees.

35.06 The Employee shall have seventy-two (72) hours from the date of the consultation meeting in Article 35.03 to advise the Employer of her decision under Articles 35.04 and 35.05.

35.07 Subject to Articles 35.04(c) and 35.05(c), an Employee who elects to not exercise her rights under Articles 35.04 and 35.05 shall be laid off with recall rights.

35.08 An Employee who is displaced as a result of another Employee exercising her rights under Article 35 shall be entitled to exercise her rights in accordance with Articles 35.03 to 35.07.

35.09 **Recall**

Employees on layoff or who have had their normal hours of work reduced shall have priority for additional hours up to their normal hours of work.

35.10 (a) Recall shall occur in order of seniority and shall be to a position in the Employee's previous or lower pay grade and FTE within their previous occupational group, provided the Employee has the requisite job-related skills, training, knowledge and ability to perform the work.

(b) Recall rights shall be forfeited:

- (i) if an Employee refuses recall to a position within the same occupational group, pay grade, and FTE for which the Employee had the requisite job-related skills, training, knowledge and ability



to perform the work;

- (ii) if an Employee accepts recall and returns to a position in her previous occupational group, pay grade and FTE;
- (iii) if an Employee applies on, and is the successful applicant, on a position posted pursuant to Article 32;
- (iv) when twenty-four (24) calendar months from the date of an Employee's initial lay off has passed, inclusive of any periods of casual or temporary employment.

(c) A Regular Employee on layoff shall not be deemed to have abandoned her recall rights to her pre-layoff position by virtue of accepting recall to a temporary position, or position with a lower FTE or pay grade.

35.11 The method of recall shall be by telephone and, if such is not possible, by letter via registered mail sent to the Employee's last known place of residence. The Employee so notified, will return to work as soon as possible but not later than five (5) days, or other mutually agreed date, following the date of the telephone call or the date of delivery of the letter.

35.12 Subject to the terms and conditions of policies and contracts entered into with the underwriters of the Plans:

- (a) the Employer shall make payment for its share of the full premium of the benefits referred to in Article 26: Employee Benefits on behalf of the laid off Employee, for a maximum of one (1) month's premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of, or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 26: Employee Benefits.

35.13 Other than for the continuance of seniority, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall.

35.14 No new Employees will be hired into a classification within an occupational group while there are other Employees on layoff who were employed in that or a higher classification within that occupational group who have the requisite job-related skills, training, knowledge and ability to perform the work required, and who are prepared to accept recall pursuant to Article 35.10.

35.15 If several Employees will be affected by removal from several positions, the Employer and Union may mutually agree to an alternate process that minimizes the impact to affected Employees and the Employer.

- 35.16 In the event an Employee will be removed from her position due to technological change, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interest of an affected Employee.
- 35.17 When an Employee has been given notice of removal from her position in accordance with the notice provisions of this Article, and the Employee is actively seeking replacement employment, the Employer will grant the Employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:
- (a) The Employee notifies the Employer at least twenty-four (24) hours prior to the interview;
  - (b) The Employee will be allowed a maximum of fourteen (14) hours off for the purpose of attending job interviews during the notice period; and
  - (c) The Employee provides the Employer with written confirmation that the Employee attended the job interview.
- 35.18 For the purpose of Article 35:
- (a) "partial layoff" shall mean a Regular Employee who has, due to the application of Article 35:
    - (i) suffered a reduction in regularly scheduled hours in her current classification; or
    - (ii) been placed in a different classification in her current paygrade, either at the same or a lower FTE as her current position; or
    - (iii) been placed in a classification in a lower paygrade, either at the same or a lower FTE as her current position.
  - (b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of Article 35.
  - (c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.

## **ARTICLE 36: TEMPORARY ASSIGNMENT**

### **36.01 Substituting in Another Position**

- (a) When the Employer designates a Regular Employee to substitute on a position in a classification with a greater end rate and such assignment is

for at least two (2) hours in any one (1) shift, the Regular Employee shall be paid, in accordance with the provisions of Article 13.03 for the full period of time the Regular Employee is substituting in the higher paid classification. For the purpose of this sub-clause payment(s) of this premium shall be calculated based on current Basic Rates of Pay identified in the Salaries Appendix.

- (b) When the Employer designates a Regular Employee to temporarily substitute on a position in a classification with a lesser end rate, the Regular Employee shall continue to receive his/her previous Basic Rate of Pay for the full period of time spent substituting in the lower paid classification.

### **36.02 Substituting in a Position Outside the Collective Agreement**

When a Regular Employee agrees to substitute on another position outside of this Collective Agreement, the Regular Employee will receive, in addition to the Regular Employee's Basic Rate of Pay, one dollar and fifty cents (\$1.50) per hour.

### **36.03 Responsibility Pay**

When an Employee works in the absence of any of her regular supervisory personnel and is designated to be responsible for the performance of additional supervisory duties which would otherwise be performed by the regular supervisory personnel, the Employee shall receive responsibility pay of one dollar and fifty cents (\$1.50) per hour.

## **ARTICLE 37: CASUAL AND TEMPORARY EMPLOYEES**

### **37.01 Application**

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.

- (b) The provisions of Articles:

- Article 1: Term
- Article 2: Definitions
- Article 3: Recognition and Union Business
- Article 4: Union Membership, Security and Dues Deduction
- Article 5: Management Rights
- Article 6: No Discrimination
- Article 7: Occupational Health and Safety
- Article 8: Job Classification
- Article 9: Bulletin Boards
- Article 10: Grievance Procedure

Article 11: Grievance Arbitration  
Article 13: Salaries  
Article 18: Pyramiding  
Article 19: Shift Premium  
Article 20: Weekend Premium  
Article 21: Travel Expenses  
Article 29: In-Service Programs, and  
Article 31: Uniforms/Footwear/Lockers

shall apply to Casual and Temporary Employees.

### **37.02 Hours of Work**

- (a) The provisions of Article 14.01 through 14.06 and 14.09 and 14.10 apply to Casual and Temporary Employees employed in a regularly scheduled Full-Time or Part-Time capacity; and
  - (i) the provisions of Article 14.07 apply to Casual and Temporary Employees who are employed in a regularly scheduled Full-Time capacity; and
  - (ii) the provisions of Article 14.08 apply to Casual and Temporary Employees who are employed in a regularly scheduled Part-Time capacity.

### **37.03 Reporting for a Later Shift**

In the event that a Casual or Temporary 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, or not required to work, such Employee shall be compensated by receiving three (3) hours pay at the Basic Rate of Pay.

### **37.04 Required to Cease Work Prior to End of Shift**

Should a Casual or Temporary Employee report and commence work as required by the Employer and be required to cease work prior to completion of her scheduled shift and return to duty at a later hour, she shall receive her basic hourly rate of pay for all hours worked with an addition of two (2) hours' pay at her Basic Rate of Pay for that inconvenience.

### **37.05 Overtime**

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

- (i) all authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 3/4) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay. Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization; or
- (ii) all overtime worked in excess of seventy-seven and one-half (77 1/2) hours in a fourteen (14) calendar day period shall be paid at two times (2X) the Basic Rate of Pay;

whichever is greater.

- (b) Failure to provide at least fifteen and one-half (15 1/2) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15 1/2) hours rest between scheduled shifts.

#### 37.06 **On-Call**

- (a) (i) On-call duty shall mean any period during which a Casual 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 to work.
- (ii) For each assigned hour of authorized on-call duty, a Casual or Temporary Employee shall be paid the sum of three dollars and thirty cents (\$3.30) per hour except that on Named Holidays such Employee shall be paid the sum of four dollars and fifty cents (\$4.50) per hour. A Named Holiday shall run from 0001 hours on the Named Holiday to 2400 hours of the same day.
- (iii) A Casual or Temporary 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 37.06(a)(ii), but shall be paid for the hours worked during the on-call period in accordance with the call-back provision of Article 37.06 (c).
- (iv) When an Employee is supplied a pocket pager/cell phone 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/cell phone.

- (b) When a Casual or Temporary Employee is regularly scheduled, such Employee shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.
- (c) A Casual or Temporary Employee who is employed in a regularly scheduled full-time or part-time capacity and who is called back and required to return to work outside of such Employee's regular hours shall be paid for any one (1) call at either:
  - (i) the overtime rate as specified in Article 37.05 (a); or
  - (ii) four (4) hours at the Basic Rate of Paywhichever is greater.

### 37.07 **Transportation Allowance**

- (a) A Casual or Temporary Employee who has completed a 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 Alberta Government rate per kilometre from the Employee's residence to the work site and return provided the return is prior to the commencement of the Employee's next shift.

### 37.08 **Vacation**

- (a) In lieu of vacation Casual Employees shall be paid in addition to their earnings at the Basic Rate of Pay:
  - (i) six percent (6%) of their earnings at the Basic Rate of Pay.
- (b) Casual Employees shall be allowed:
  - (i) twenty-one (21) calendar days off without pay for their vacation in the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of employment;
  - (ii) twenty-eight (28) calendar days off without pay for their vacation after the third (3<sup>rd</sup>) and subsequent years of employment.
- (c) The provisions of Article 22 Annual Vacation apply to Temporary Employees who are employed in a Full-time or Part-time position.

### 37.09 **Named Holidays**

- (a) Casual and Temporary Employees required to work on a Named Holiday shall be paid at:
  - (i) one and one-half times (1 1/2X) her Basic Rate of Pay for work performed up to seven and three-quarter (7 3/4) hours;
  - (ii) two and one-half times (2 1/2X) her Basic Rate of Pay for all overtime hours worked.
- (b) An Employee to whom these provisions apply required to work on the August Civic Holiday and Christmas Day shall be paid for all hours worked on the Named Holiday at two times (2X) her basic rate of pay.
- (c) Casual and Temporary Employees shall be paid four decimal six percent (4.6%) of their earnings at the Basic Rate of Pay and of their vacation pay in lieu of Named Holidays.

### 37.10 **Employee Benefits**

Casual and Temporary Employees, except as provided in Article 26.05 and Article 26.06, are not entitled to participate in the Health Benefits Plan.

### 37.11 **Bereavement Leave**

- (a) Casual Employees and Temporary Employees with less than six (6) months continuous employment will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 30 of this Collective Agreement.
- (b) Temporary Employees with six (6) months or more of continuous employment will be entitled to time off with pay for bereavement leave pursuant to Article 30 of this Collective Agreement.

### 37.12 **Workers' Compensation**

Workers' Compensation Board coverage will be provided for Casual and Temporary Employees.

### 37.13 **Personnel Files**

A Casual or Temporary Employee who has initiated a grievance shall have access to review his/her personnel file upon service of at least twenty-four (24) hours notice.

37.14 **Seniority**

Casual Employees do not accumulate seniority.

37.15 **Change of Status**

- (a) A Temporary or Casual Employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during her period of employment:
  - (i) salary increments;
  - (ii) vacation entitlement; and
  - (iii) seniority in accordance with Article 34.
- (b) A Temporary Employee shall also be credited with sick leave earned and not taken during her period of temporary employment.

**ARTICLE 38: EVALUATIONS AND PERSONNEL FILES**

- 38.01 (a) The parties to this Collective Agreement recognize the desirability of Employee evaluations. Evaluations shall be conducted regularly in accordance with the policy of the Employer.
- (b) Evaluations shall be for the constructive review of the performance of the Employee.
- 38.02 All such evaluations shall be in writing.
- 38.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than twenty-four (24) hours. The Employee may review her personnel file prior to the interview upon her written request.
- (b) The Employee shall be given a copy of her completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The Employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that she is aware of the evaluation. She shall have the right to respond in writing within seven (7) calendar days of receipt of the evaluation document, and her reply shall be placed in her personnel file.
- (c) If an evaluation interview is scheduled on an Employee's off duty hours or on days of rest, the Employee shall be compensated at the applicable rate.



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

#### **ARTICLE 39: COPIES OF COLLECTIVE AGREEMENT**

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

39.02 The Collective Agreement shall be printed in pocket size form by the Union, and the cost shall be shared equally between the parties.

#### **ARTICLE 40: CONTRACTING OUT**

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

**Letter of Understanding #1**

**Between**

**Covenant Health, Bonnyville Health Centre**

**and**

**The Health Sciences Association of Alberta**

**EMPLOYEE MANAGEMENT ADVISORY COMMITTEE**

1. The parties to this Collective Agreement agree to establish an Employee - Management Advisory Committee or the equivalent for the purpose of promoting harmonious relationships between the parties and discussing topics of mutual concern between the Employees of the Employer.
2. There shall be no loss of income for time spent by Employees at meetings and in carrying out the functions of this Committee.
3. This Letter of Understanding will expire March 31, 2017 or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Letter of Understanding #2**

**Between**

**Covenant Health, Bonnyville Health Centre**

**and**

**The Health Sciences Association of Alberta**

### **SEVERANCE**

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in clause 3 of this Letter of Understanding:
  - (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of forty (40) weeks pay.
  - (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay at their Basic Rate of Pay for each full period of one thousand eight hundred and thirteen point five zero (1,813.50) hours worked at the Basic Rate of Pay to a maximum of forty (40) weeks pay.
  - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has been laid off in accordance with Article 35.07, and for whom no alternate employment is available, shall have the option to select either:
  - (a) layoff with recall rights as specified in Article 35.07 of the Collective Agreement; or
  - (b) severance in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described above shall have terminated her employment, with no further rights to recall.

5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who is laid off in accordance with Article 35.07 shall have fourteen (14) calendar days from the date of layoff to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer's decision to accept severance shall be deemed to have selected layoff in accordance with Article 35.07 of this Collective Agreement.
7. (a) Employees who select 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 paying the severance, for the period of severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.
9. This Letter of Understanding shall apply over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending or upon the date of ratification of the next Collective Agreement, whichever is later.
10. Severance will not apply when an Employee is moved from this Bargaining Unit to another Bargaining Unit.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Letter of Understanding #3**

**Between**

**Covenant Health, Bonnyville Health Centre**

**and**

**The Health Sciences Association of Alberta**

### **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. Employees currently employed in greater than a full-time capacity shall be given three (3) month's notice of this requirement. In extenuating circumstances, the three month's notice may be extended.
  - (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, Named Holidays, Increments, placement on the Salary Appendix 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 Employee mutually agree to waive the scheduling provision of

Article 14, Hours of Work, in the Collective Agreement.

4. Where the regular hours of work of multiple positions cannot be combined in accordance with 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 34, 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 her 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 of the positions.
10. An Employee who accepts multiple positions:
  - (a) acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, she shall be given twenty-eight (28) days notice of such requirement or such lesser time as may be agreed between the Employer and the Union.
  - (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.

This Letter of Understanding shall expire on March 31, 2017, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #4**

**Between**

**Covenant Health, Bonnyville Health Centre**

**and**

**The Health Sciences Association of Alberta**

**OFF-SCHEDULE WAGE RATES**

1. Should the Employer experience difficulty recruiting Employees due to marketplace rates of pay, the Employer's Site Leader may set classification-specific off-schedule pay scales above those contained in the salary appendix of this collective agreement (Salary Appendix). The off-schedule classification pay scale shall apply to all incumbents in an affected classification(s).
2. The Union will be notified of off-schedule changes made in paragraph #1. Such notice shall include the affected classification(s), and the off-schedule classification pay scale(s).
3. Affected Employees shall be placed on the step of the pay scale, if applicable, that matches an Employee's step on the day before off-schedule pay scale implementation. Increments under the off-schedule pay scale, if applicable, will be earned at the rate set out in Article 13.02. Affected Employees shall port their hours-towards-next-increment bank to the applicable step under the off-schedule pay scale.
4. The Employer may cancel off-schedule wage rates by providing affected Employees with three (3) months' notice, in writing, of cancellation of the off-schedule rates, following which, affected Employees will be returned to their applicable basic rate of pay in the Salary Schedule.

This Letter of Understanding shall expire on March 31, 2017, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **Letter of Understanding #5**

**Between**

**Covenant Health, Bonnyville Health Centre**

**and**

**The Health Sciences Association of Alberta**

### **ALTERNATE DISPUTE RESOLUTION PROCESS (ADRP)**

Whereas the Parties agree it is in their best interests to have disputes resolved expeditiously, and

Whereas the Parties agree it is in their best interests to have 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 date of ratification of this Collective Agreement until the last day of the term of this Agreement they will trial a Alternate Dispute Resolution Process (ADRP) mechanism.

The basis of the ADRP process is as follows:

- (a) Prior to a matter being arbitrated, the Parties may agree to refer the matter to a ADRP. Reference of a matter to the ADRP is voluntary and must be agreed to by both Parties.
- (b) The purpose of the ADRP 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 ADRP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.
- (e) Each ADRP will be facilitated jointly by one (1) person from the Union and one (1) person from the Employer.
- (f) The ADRP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-

binding on the Parties, have no precedential value, and are considered privileged and may not be used for any other purpose.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Letter of Understanding #6**

**Between**

**Covenant Health, Bonnyville Health Centre**

**and**

**The Health Sciences Association of Alberta**

### **MUTUAL AGREEMENT TO ADJUST FTEs**

WHEREAS the Parties see the mutual value in:

- providing Employees with confirmation of their full-time equivalent (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 Employee.
  - (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. Such changes in FTE shall not exceed 0.3 FTE.
    - (ii) The Employer shall advise the Union of all such requests.
    - (iii) The Employer may offer to increase an Employee's FTE following consultation with the Union.
    - (iv) 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.
- (iv) When an Employee(s) decreases their FTE, the resultant FTE shall first be offered to other Employees in the same department and classification. Seniority shall be used to determine who will receive the additional FTE.
- (v) If the changes, after application of (iv) above result in FTE in excess of 0.4 FTE in any one classification, a new position of the FTE shall be posted.

2. Mutual agreement to amend FTEs shall not be considered a violation of the posting provisions of Article 32: Appointments and Transfers, or the provisions of Article 35: Layoff and Recall.

3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #7**

**Between**

**Covenant Health, Bonnyville Health Centre**

**and**

**The Health Sciences Association of Alberta**

**CLASSIFICATION APPEAL PROCESS WITH RESPECT TO THE GSS**  
**CLASSIFICATION REVIEW**

WHEREAS the Employer has undertaken a complete review of the Classifications of all General Support Services positions throughout the organization, and

WHEREAS the Classifications of the vast majority of Employees will remain unchanged, and

WHEREAS it is the desire of the Employer to recognize equity among classifications and pay thereof, of Employees throughout the organization, and

WHEREAS it is recognized that some Employees may not agree with the Classification to which their position has been assigned,

THEREFORE, the Parties agree the following process will be used to expedite Classification Appeals.

The following process will replace Article 8.04 and 8.05 for the purpose of the appealing classification changes under the General Support Services Classification Review.

**1. Purpose**

The purpose of the Classification Appeal Provision is to provide the Employer and the Union with an effective means to expedite a Classification Appeal in a situation where there may be a large number of Appeals taking place at the same time.

2. If the Employer changes the classification allocation of the work being performed by a Regular Employees and the Employee(s) disagrees with the classification allocation, the Employee may appeal the Employer's decision. Such appeals may be joined with other Appeals within the same Classification, or Occupational Grouping.

### 3. **Classification Appeal Process (Internal)**

- (a) Employees will be notified via mail or Covenant Health e-mail of the Classification to which their current position has been assigned. Employees who hold multiple positions in a General Support Services bargaining unit, shall be notified of the Classification assignment of each position.
- (b) Within thirty (30) working days of the time that the employee could reasonably have become aware of the notice of the Classification assignment, an Employee, may request, in writing, an Appeal of the Review. Such appeals shall be sent to the Classification and Compensation Department (Class & Comp), with a copy to the Employee's Manager. The request shall outline the basis for the Employee's Appeal.
- (c) Upon receipt of the Appeal from the Employee(s), Class & Comp shall reassess the identified position(s) and advise the Employee in writing of its decision, including rationale, within twenty (20) working days (the Appeal Decision).
- (d) In the event the Union and the Employee(s) do not agree with the Appeal Decision, the Union may submit a further Appeal to the Director responsible for Classification and Compensation, within ten (10) working days of the date the Appeal Decision was received.
- (e) The Director responsible for Classification and Compensation, or designate, shall establish a Panel to hear the Appeal within ninety (90) working days of receipt of the further Appeal. This time period can be extended with the mutual agreement of the Union and the Employer. The Panel may jointly hear, the Appeals of all the positions being Appealed in the same Classification.
- (f) The Panel shall consist of:
  - i. The Director, or designate, as Chair;
  - ii. A representative chosen by the Union who is not directly involved (this could include a representative from one of the Unions not directly involved); and
  - iii. An operational manager with knowledge of the position being reviewed, but not the manager of the Employee(s) position(s) being reviewed.
- (g) At each step of the process, interested Parties will have the opportunity to submit verbal and written reasons for their respective positions.

- (h) The Panel will provide their written decision to the Appeal, including rationale, within 20 working days of the completion of the Appeal.
- (i) Where a decision from this process results in a change to the Classification of a position, any changes in pay for affected Employee(s), shall be as follows:
  - i. For reviews resulting in increases in pay, the increases will be retroactive to the date the General Support Services Classification Review under this LOU was implemented; and
  - ii. For reviews resulting in decreases in pay, the decreases will be effective the date of the decision of the Appeal Panel.

**4. Classification Review Reconsideration Process (External)**

- (a) In the event that the Union and Employee do not agree with the Appeal decision pursuant to the Internal Process, the Union shall notify the Director of Labour Relations, or designate, of their intention to initiate the External Review Process.
- (b) The Parties agree that a single adjudicator, agreed to by the Parties, shall be appointed to hear the appeal and render a decision based on the Employer’s classification system. The decision of the adjudicator shall be final and binding upon the parties and the Employee(s) affected by the decision.
- (c) This process is not subject to the Grievance and Arbitration Process.

The Application of this Letter of Understanding is limited to Classification changes made through the General Support Services Classification Review completed and implemented in 2016.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #8**

**Between**

**Covenant Health, Bonnyville Health Centre**

**and**

**The Health Sciences Association of Alberta**

**RED CIRCLING AS A RESULT OF THE CHANGES TO POSITIONS AS A RESULT  
OF THE GENERAL SUPPORT SERVICES CLASSIFICATION REVIEW**

WHEREAS the Employer has undertaken a complete review of the Classifications of all General Support Services positions throughout the organization, and

WHEREAS the Classifications of the vast majority of Employees will remain unchanged, and

WHEREAS it is the desire of the Employer to recognize equity among classifications and pay thereof, of Employees throughout the organization, and

WHEREAS it is recognized that some Employees may be affected by having their current positions assigned to a Classification with a lower payband; and

WHEREAS the Employer recognizes there may be a financial impact to Employees whose positions have moved to a lower payband;

THEREFORE, the Parties agree, in order to minimize the impact for Employees whose positions are placed in a lower payband, the following process will be used for implementation of Red Circling.

1. All Employees whose positions are affected by the General Support Services Review will receive the wage grid increases as negotiated in this Collective Agreement.
2. The positions affected by the General Support Services Review will be moved to the new payband upon the implementation date of the General Support Services Review.
3. Employees whose positions have been moved into a lower payband will be placed on the step in the lower payband that provides for the least amount of reduction in rate of pay.



4. Employees who have been moved to a lower payband will continue to receive Pay Step advancement in accordance with Article 13.
5. The rate of pay for Employees who are placed in a lower payband will be red-circled as follows:
  - a. Employees rates of pay will remain the same until their rate of pay is equivalent to or greater than the rate of pay on the lower payband;  
or
  - b. Upon expiry of eighteen (18) months from the date of implementation.
6. The provisions of this Letter of Understanding shall end for an Employee under the following conditions:
  - a. When the Employee ceases to be an Employee of Covenant Health;
  - b. When the Employee is appointed, promoted, or transferred in accordance with Article 32, to a different classification.
  - c. When the employee's position is subject to layoff in accordance with Article 35 and that affected employee choses a vacancy or a displacement in a different classification.
  - d. Upon successful Appeal of the decision of the placement of the Employee's position under LOU #7;
  - e. When the current Basic Rate of Pay of the Employee's new Classification meets or exceeds the Employee's current Basic Rate of Pay, or
  - f. Upon expiry of eighteen (18) months from the date of implementation.

The Application of this Letter of Understanding is limited to Classification changes made through the General Support Services Classification Review completed and implemented in 2016.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #9**

**Between**

**Covenant Health, Bonnyville Health Centre**

**and**

**The Health Sciences Association of Alberta**

**SENIOR MEDICAL DEVICE REPROCESSING TECHNICIAN**

The Parties agree that on the date of ratification the Employer will implement a six (6) step salary grid for a Senior Medical Device Reprocessing Technician as outlined below:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$26.30	\$26.95	\$27.63	\$28.31	\$28.92	

1. Employees will be placed on the appropriate step on the salary grid based on their hours.
2. Hours towards next increment will remain unchanged.

Further, the Parties agree to meet within ten (10) days of ratification of this collective agreement to establish the effective/retroactivity date.

Should the Parties not arrive at a mutually agreeable effective/retroactivity date the Union will exercise its right to bring the matter to Arbitration.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding #10**

**Between**

**Covenant Health, Bonnyville Health Centre**

**and**

**The Health Sciences Association of Alberta**

**RE: DIRECT DEPOSIT**

The Parties agree that:

1. The Employer will deposit an Employee's pay cheque by way of direct deposit in a bank or financial institution of the Employee's choosing.
2. Direct deposit of an Employee's pay cheque shall be made to the bank or financial institution of the Employee's choice no later than 0800 hours on the designated pay day.
3. Employees who are not being paid by direct deposit as of the date of the signing of this Letter of Understanding will provide the Employer with banking information necessary to facilitate direct deposit within thirty (30) days of notification from the Employer.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## HSAA GSS Wage Grid

Payroll Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>1.1</b>	<b>Clerk I</b>						
	April 1, 2013	\$18.15	\$18.87	\$19.65	\$20.42	\$21.24	\$22.08
	April 1, 2014 (2%)	\$18.51	\$19.25	\$20.04	\$20.83	\$21.66	\$22.52
	April 1, 2015 (2%)	\$18.88	\$19.63	\$20.44	\$21.254	\$22. 10	\$22.97
	April 1, 2016 (1%)	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.20
<b>1.2</b>	<b>Clerk II</b>						
	April 1, 2013	\$19.43	\$20.19	\$21.00	\$21.84	\$22.26	\$22.69
	April 1, 2014 (2%)	\$19.82	\$20.59	\$21.42	\$22.28	\$22.71	\$23.14
	April 1, 2015 (2%)	\$20.21	\$21.01	\$21.85	\$22.72	\$23.16	\$23.61
	April 1, 2016 (1%)	\$20.42	\$21.22	\$22.07	\$22.95	\$23.39	\$23.84
<b>1.3</b>	<b>Clerk III</b>						
	<b>Unit Clerk</b>						
	April 1, 2013	\$21.47	\$22.31	\$23.22	\$24.12	\$25.09	\$26.10
	April 1, 2014 (2%)	\$21.90	\$22.76	\$23.68	\$24.60	\$25.59	\$26.62
	April 1, 2015 (2%)	\$22.34	\$23.21	\$24.16	\$25.09	\$26.10	\$27.15
	April 1, 2016 (1%)	\$22.56	\$23.44	\$24.40	\$25.35	\$26.36	\$27.43
<b>1.4</b>	<b>Clerk IV</b>						
	April 1, 2013	\$23.77	\$24.73	\$25.72	\$26.74	\$27.80	\$28.91
	April 1, 2014 (2%)	\$24.25	\$25.22	\$26.23	\$27.27	\$28.36	\$29.49
	April 1, 2015 (2%)	\$24.73	\$25.73	\$26.76	\$27.82	\$28.92	\$30.08
	April 1, 2016 (1%)	\$24.98	\$25.99	\$27.03	\$28.10	\$29.21	\$30.38
<b>1.5</b>	<b>Finance Clerk</b>						
	April 1, 2013	\$28.03	\$29.39	\$30.56	\$31.80		
	April 1, 2014 (2%)	\$28.59	\$29.98	\$31.17	\$32.44		
	April 1, 2015 (2%)	\$29.16	\$30.58	\$31.79	\$33.08		
	April 1, 2016 (1%)	\$29.45	\$30.88	\$32.11	\$33.42		
<b>2.1</b>	<b>Food Services Worker</b>						
	April 1, 2013	\$16.75	\$18.27	\$19.30			
	April 1, 2014 (2%)	\$17.09	\$18.64	\$19.69			
	April 1, 2015 (2%)	\$17.43	\$19.01	\$20.08			
	April 1, 2016 (1%)	\$17.60	\$19.20	\$20.28			
<b>2.2</b>	<b>Cook's Assistant</b>						
	April 1, 2013	\$18.31	\$20.00				
	April 1, 2014 (2%)	\$18.68	\$20.40				
	April 1, 2015 (2%)	\$19.05	\$20.81				

	April 1, 2016 (1%)	\$19.24	\$21.02				
<b>2.3</b>	<b>Cook I</b>						
	April 1, 2013	\$21.48	\$23.63				
	April 1, 2014 (2%)	\$21.91	\$24.10				
	April 1, 2015 (2%)	\$22.35	\$24.58				
	April 1, 2016 (1%)	\$22.57	\$24.83				
<b>2.4</b>	<b>Cook II</b>						
	April 1, 2013	\$24.30	\$26.83				
	April 1, 2014 (2%)	\$24.79	\$27.37				
	April 1, 2015 (2%)	\$25.28	\$27.91				
	April 1, 2016 (1%)	\$25.53	\$28.19				
<b>3.1</b>	<b>Laundry Worker I</b>						
	April 1, 2013	\$16.75	\$18.27				
	April 1, 2014 (2%)	\$17.09	\$18.64				
	April 1, 2015 (2%)	\$17.43	\$19.01				
	April 1, 2016 (1%)	\$17.60	\$19.20				
<b>3.2</b>	<b>Laundry Worker II</b>						
	April 1, 2013	\$18.38	\$20.00				
	April 1, 2014 (2%)	\$18.75	\$20.40				
	April 1, 2015 (2%)	\$19.12	\$20.81				
	April 1, 2016 (1%)	\$19.31	\$21.02				
<b>3.3</b>	<b>Housekeeping Worker</b>						
	April 1, 2013	\$18.21	\$19.91	\$20.00			
	April 1, 2014 (2%)	\$18.57	\$20.31	\$20.40			
	April 1, 2015 (2%)	\$18.95	\$20.71	\$20.81			
	April 1, 2016 (1%)	\$19.14	\$20.92	\$21.02			
<b>3.4</b>	<b>Senior Leader</b>						
	April 1, 2013	\$21.44	\$23.90				
	April 1, 2014 (2%)	\$21.87	\$24.38				
	April 1, 2015 (2%)	\$22.31	\$24.87				
	April 1, 2016 (1%)	\$22.53	\$25.11				
<b>4.1</b>	<b>Pharmacy Assistant</b>						
	April 1, 2013	\$18.97	\$19.66	\$20.38	\$21.06	\$21.78	\$21.78
	April 1, 2014 (2%)	\$19.35	\$20.05	\$20.79	\$21.48	\$22.22	\$22.22
	April 1, 2015 (2%)	\$19.74	\$20.45	\$21.20	\$21.91	\$22.66	\$22.66
	April 1, 2016 (1%)	\$19.93	\$20.66	\$21.42	\$22.13	\$22.89	\$22.89
<b>4.2</b>	<b>Therapy Aide (without course)</b>						
	April 1, 2013	\$17.77	\$18.63	\$19.29	\$20.05	\$20.46	\$20.95
	April 1, 2014 (2%)	\$18.13	\$19.00	\$19.68	\$20.45	\$20.87	\$21.37

	April 1, 2015 (2%)	\$18.49	\$19.38	\$20.07	\$20.86	\$21.29	\$21.80
	April 1, 2016 (1%)	\$18.67	\$19.58	\$20.27	\$21.07	\$21.50	\$22.01
<b>4.2a</b>	<b>Therapy Aide (with course)</b>						
	April 1, 2013	\$19.26	\$19.82	\$20.38	\$20.93	\$21.50	\$21.50
	April 1, 2014 (2%)	\$19.65	\$20.22	\$20.79	\$21.35	\$21.93	\$21.93
	April 1, 2015 (2%)	\$20.04	\$20.62	\$21.20	\$21.78	\$22.37	\$22.37
	April 1, 2016 (1%)	\$20.24	\$20.83	\$21.42	\$21.99	\$22.59	\$22.59
<b>4.3</b>	<b>Surgical Processor</b>						
	April 1, 2013	\$21.46	\$22.25	\$22.96	\$23.68	\$24.44	
	April 1, 2014 (2%)	\$21.89	\$22.70	\$23.42	\$24.15	\$24.93	
	April 1, 2015 (2%)	\$22.33	\$23.15	\$23.89	\$24.64	\$25.43	
	April 1, 2016 (1%)	\$22.55	\$23.38	\$24.13	\$24.88	\$25.68	
<b>4.3a</b>	<b>Senior Medical Device Reprocessing Technician</b>						
	April 1, 2013						
	April 1, 2014 (2%)	23.14	24.11	25.10	26.07	27.07	28.01
	April 1, 2015 (2%)	23.61	24.60	25.60	26.59	27.61	28.57
	April 1, 2016 (1%)	23.84	24.84	25.86	26.86	27.89	28.86
	Sept 7, 2016	26.30	26.95	27.63	28.31	28.92	
<b>4.4</b>	<b>Therapy Assistant</b>						
	April 1, 2013	\$22.42	\$23.39	\$24.32	\$25.30	\$26.24	\$27.15
	April 1, 2014 (2%)	\$22.87	\$23.86	\$24.81	\$25.81	\$26.76	\$27.69
	April 1, 2015 (2%)	\$23.33	\$24.33	\$25.30	\$26.32	\$27.30	\$28.25
	April 1, 2016 (1%)	\$23.56	\$24.58	\$25.56	\$26.59	\$27.57	\$28.53
<b>5.1</b>	<b>Service Worker</b>						
	April 1, 2013	\$18.65	\$20.35	\$20.35			
	April 1, 2014 (2%)	\$19.02	\$20.76	\$20.76			
	April 1, 2015 (2%)	\$19.40	\$21.17	\$21.17			
	April 1, 2016 (1%)	\$19.60	\$21.38	\$21.38			
<b>5.2</b>	<b>Porter</b>						
	April 1, 2013	\$19.45	\$21.21				
	April 1, 2014 (2%)	\$19.84	\$21.63				
	April 1, 2015 (2%)	\$20.24	\$22.07				
	April 1, 2016 (1%)	\$20.44	\$22.29				
<b>5.3</b>	<b>Stores Attendant</b>						
	April 1, 2013	\$20.45	\$22.85				
	April 1, 2014 (2%)	\$20.86	\$23.31				
	April 1, 2015 (2%)	\$21.28	\$23.77				
	April 1, 2016 (1%)	\$21.49	\$24.01				

<b>5.4</b>	<b>Senior Stores Attendant</b>						
	April 1, 2013	\$22.74	\$25.03				
	April 1, 2014 (2%)	\$23.19	\$25.53				
	April 1, 2015 (2%)	\$23.66	\$26.04				
	April 1, 2016 (1%)	\$23.90	\$26.30				
<b>5.5</b>	<b>Purchasing Assistant</b>						
	April 1, 2013	\$25.86	\$28.87				
	April 1, 2014 (2%)	\$26.38	\$29.45				
	April 1, 2015 (2%)	\$26.90	\$30.04				
	April 1, 2016 (1%)	\$27.17	\$30.34				
<b>6.1</b>	<b>Maintenance Worker I</b>						
	April 1, 2013	\$21.29	\$23.57				
	April 1, 2014 (2%)	\$21.72	\$24.04				
	April 1, 2015 (2%)	\$22.15	\$24.52				
	April 1, 2016 (1%)	\$22.37	\$24.77				
<b>6.2</b>	<b>Maintenance Worker II</b>						
	April 1, 2013	\$24.63	\$26.88				
	April 1, 2014 (2%)	\$25.12	\$27.42				
	April 1, 2015 (2%)	\$25.63	\$27.97				
	April 1, 2016 (1%)	\$25.88	\$28.25				
<b>6.3</b>	<b>Maintenance Worker III</b>						
	April 1, 2013	\$28.48	\$31.04				
	April 1, 2014 (2%)	\$29.05	\$31.66				
	April 1, 2015 (2%)	\$29.63	\$32.29				
	April 1, 2016 (1%)	\$29.93	\$32.62				
<b>6.4</b>	<b>Maintenance Worker IV</b>						
	April 1, 2013	\$30.27	\$33.00				
	April 1, 2014 (2%)	\$30.88	\$33.66				
	April 1, 2015 (2%)	\$31.49	\$34.33				
	April 1, 2016 (1%)	\$31.81	\$34.68				
<b>7.1</b>	<b>Electrician</b>						
	April 1, 2013	\$39.19	\$42.31				
	April 1, 2014 (2%)	\$39.97	\$43.16				
	April 1, 2015 (2%)	\$40.77	\$44.02				
	April 1, 2016 (1%)	\$41.18	\$44.46				



IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_