

COLLECTIVE AGREEMENT

BINDING

**THE CALGARY LABORATORY SERVICES
(OFFICE AND CLERICAL)**

And

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA

FOR THE PERIOD

January 1, 2015 to December 31, 2017

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TERMS, CONDITIONS AND BENEFITS OF EMPLOYMENT APPLICABLE TO
REGULAR FULL-TIME, REGULAR PART-TIME, TEMPORARY AND CASUAL
EMPLOYEES

ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT

- 1.01 This Collective Agreement shall take effect as of the date of signing and shall remain in full force and effect until, December 31, 2017 and from year to year thereafter unless notice is served by either party pursuant to the Labour Relations Code.
- 1.02 Where notice is served by either party under the Act, provisions of this Collective Agreement shall continue until:
- (a) Settlement is agreed upon and a new Collective Agreement signed;
 - (b) If the settlement is not agreed upon, then this Collective Agreement shall remain in effect until a new Agreement is signed as provided in the Labour Relations Code.
- 1.03 Unless otherwise specified all benefits granted pursuant to this Collective Agreement shall be effective from the date of signing.

ARTICLE 2 - DEFINITIONS

- 2.01 In this Collective Agreement unless the context otherwise requires:
- (a) "Act" means The Labour Relations Code or as such Act may be amended from time to time as the case requires;
 - (b) "Union" means the Health Sciences Association of Alberta (HSAA);
 - (c) "Employer" means Calgary Laboratory Services (CLS);
 - (d) "EMAC" means the Employee Management Advisory Committee of CLS;
 - (e) "Employee" is any person employed in the bargaining unit defined by Labour Relations Board certificate Number #298-2002 and any amendments to that certificate.
 - (f) "Regular Employee" is one who works on a full-time or part-time basis;
 - (g) "Full-time Employee" shall mean an employee who is scheduled to work the hours specified in Article 18: Hours of Work.

- (h) "Part-time Employee" shall mean an employee who works scheduled shifts pursuant to Article 18 provided, however, than such hours worked in any fourteen (14) calendar day period shall be less than those established for a full-time Employee. A part-time employee will work a minimum of four (4) hours per shift.
- (i) "Temporary Employee" is one who is hired:
 - (i) for a specific job of more than six (6) months and less than twelve (12) months duration; or
 - (ii) to replace a full-time or part-time Employee who is on a leave of absence which is expected to be no less than six (6) months in duration.
 - (iii) The term of a temporary Employee may be extended with agreement of the Union and Employer.
- (j) "Casual Employee" is one who:
 - (i) works only on a call-in basis and, therefore, is not regularly scheduled except for;
 - (ii) works on a specific job of less than six (6) months in duration; or
 - (iii) works relieving an absent Employee who is expected to be absent for less than six (6) months.
- (k) "Full-time equivalency" or "FTE" is the expression of the permanent status of a regular full or part-time employee determined by the ratio of the regular hours per shift cycle set out for the employee under Article 18, compared to the full hours of work.
- (l) "Regularly Scheduled" shall mean the scheduling of work in a manner requiring an individual to be available for performance of assigned duties on specific days.
- (m) "Anniversary Date", unless otherwise changed by the operation of this Collective Agreement, means, for salary increment purposes, the date upon which a Regular Full-time Employee commenced employment.
- (n) Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and a word used in the singular applies also in the plural, unless the context otherwise requires.
- (o) "Vacation" shall mean annual vacation at the Basic Rate of Pay.

- (p) "Vacation Year" shall mean the twelve (12) month period commencing on the first day of April in one calendar year and concluding on the last day of March in the following calendar year.
- (q) "Basic Rate of Pay" is an employee's wage from the Salary Schedule, or the rate payable for an Acting Incumbent. It excludes all other premiums and allowances.
- (r) "Cycle of Shift Schedule" 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 and shall not exceed twelve (12) weeks.
- (s) "Shift" means a daily tour of duty exclusive of overtime hours
- (t) "Classification Series" is the broad characterization of a bundle of job duties for the purpose of grouping employees in the agreement. Examples of Classification Series are Secretary and Clerk.
- (u) "Classification" is a more specific characterization of a bundle of job duties inside a Classification Series. For example, Secretary I, Secretary II are the classification inside the Classification Series of Secretaries.

ARTICLE 3 - APPLICATION

- 3.01 This Collective Agreement shall not be changed after the effective date except in accordance with the collective bargaining procedure as provided in the Act.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of the Basic Rate of Pay as set out in Schedule A hereof, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions as set out in this Collective Agreement.
- 3.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to CLS, the Section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.04 The parties agree that negotiations during the life of this Collective Agreement can only be reopened on any part thereof if the opening is mutually acceptable to all Parties.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 CLS reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 4.02 Without limiting the generality of the foregoing, HSAA acknowledges that it will be the exclusive right of CLS to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make, alter, and enforce, from time to time, rules and regulations to be observed by an employee, provided there will be no conflict with any provision of the agreement;
 - (c) direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (d) hire, promote, transfer, lay-off and recall;
 - (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 5 - BULLETIN BOARDS

- 5.01 CLS will provide a bulletin board placed in a reasonably accessible location in each of its sites for the exclusive use of HSAA. Where requested by HSAA, additional space may be provided on other existing bulletin boards.
- 5.02 HSAA may post on such bulletin boards notices of meetings and other notices which may be of interest to employees.
- 5.03 CLS reserves the right to require that posted material objectionable to CLS be removed from bulletin boards.
- 5.04 The regular courier service to the sites may be used to deliver approved notices free of charge to HSAA.
- 5.05 Notices approved by CLS may also be sent over CLS electronic mail (E-mail) systems.

ARTICLE 6 - NO DISCRIMINATION

6.01 There will be no discrimination, restriction or coercion exercised or practiced by either party in respect of an employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, sexual orientation, marital status, family status, age, physical disability, mental disability, nor by reason of membership or non- membership or lawful activity in HSAA, nor in respect of an employee, HSAA, or CLS exercising any right conferred under this agreement or any law of Canada or Alberta.

(a) This article shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 7 - UNION RIGHTS

7.01 CLS recognizes HSAA as the exclusive bargaining agent for all employees employed in the bargaining unit defined by Labour Relations Board certificate Number 298-2002 and any amendments to that certificate.

7.02 No employee will be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this agreement.

7.03 Except as otherwise specified in this agreement, all correspondence between the parties will be exchanged between the authorized representatives of CLS and HSAA with a copy to the HSAA Local Unit Chair.

7.04 No persons other than members of the Bargaining Unit shall perform Bargaining Unit work, except for the purposes of instruction, or in an emergency, and provided that Bargaining Unit employees are not available to perform the work, and provided that the act of performing the aforementioned work does not reduce the regular hours of work or pay of any regular employee.

7.05 HSAA Business

An Employee will not engage in HSAA business during her working hours without prior permission of CLS.

7.06 Any duly accredited Officer of HSAA may be permitted on CLS's premises for the purpose of transacting HSAA business provided prior permission to do so has been granted by CLS.

- 7.07 The names of HSAA's local unit representatives will be supplied in writing to CLS. A local unit representative's name must be provided to CLS on this list before she is recognized as an HSAA representative. Local unit representatives will be entitled to leave work to carry out their functions, provided permission to leave work during working hours, and agreement on the length of time of such leave, has been obtained from their supervisors. Such permission will not be unreasonably withheld. Representatives will suffer no loss of pay for time spent on CLS's premises in performing such duties.
- 7.08 At some point during the orientation of new employees, CLS will make arrangements with the HSAA Local Unit Chair to make a presentation to the new employees on the structure of HSAA, as well as the rights, responsibilities and benefits under the agreement. These presentations will not exceed forty-five (45) minutes in length. New employees will have the right to not attend the presentation. A representative of CLS may attend the presentations. The Employer shall provide the Association with a list of all new employees and notify the Chair one (1) week in advance of the orientation, where feasible.
- 7.09 An employee elected or appointed to represent HSAA on HSAA business will be granted time off with pay by CLS to tend to HSAA business as long as the operational efficiency of CLS will not be disrupted. If the request is denied, reasons will be given by CLS. HSAA agrees to reimburse CLS for actual salary paid to the employee while on leave. In addition, an administrative charge of fifteen percent (15%) will be paid to CLS when the employee is replaced.
- 7.10 Representatives of HSAA will be granted time off with pay in order to participate in collective bargaining with CLS. HSAA agrees to reimburse CLS for actual salary paid to the employee while on leave. In addition, an administrative charge of fifteen percent (15%) will be paid to CLS when the employee is replaced.
- 7.11 Members of the Board of Directors of HSAA will be granted time off with pay to attend meetings of the Board of Directors of HSAA. Such members will provide CLS with a request in writing with as much advance notice as possible. HSAA agrees to reimburse CLS for actual salary paid to the Employee while on leave. In addition, an administrative charge of fifteen percent (15%) will be paid to CLS when the employee is replaced.
- 7.12 The President of HSAA will be granted a leave of absence without pay.
- 7.13 The Employer will provide to the Association all policies and procedures affecting employees which are related to employment matters.

Where the Employer's policies and procedures are maintained only in a hard copy format, the Employer will place the Association on a distribution list and ensure that as amendments are approved, or as new policies and procedures are approved, they are forwarded to the Association. Where maintained electronically, the Employer will e-mail a copy to the Association.

ARTICLE 8 - HSAA MEMBERSHIP

8.01 Membership in HSAA is voluntary.

8.02 Dues

CLS will deduct from the gross earnings of each Employee covered by this collective agreement an amount equal to the dues as specified by HSAA.

(a) For the purposes of this article, "gross earnings" will mean all monies paid by CLS and earned by an Employee under the terms of this collective agreement.

8.03 Dues will be forwarded to HSAA every two (2) weeks.

8.04 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.

8.05 HSAA will give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted.

8.06 Dues will be accompanied by a current and updated electronic list showing for each of the employees from whom deductions have been taken:

- (a) her name;
- (b) her home address, telephone number and e-mail address if available;
- (c) her classification;
- (d) her employment status;
- (e) her increment level;
- (f) the amount of the deductions, on an ongoing basis;
- (g) her work site and telephone numbers; and
- (h) employees seniority date.

- 8.07 Biweekly, CLS will send HSAA a current and updated list showing:
- (a) employees reclassified, promoted or transferred outside the scope of this collective agreement;
 - (b) newly hired and terminated employees (including resignations);
 - (c) any changes of employees' status (including sick leave, maternity leave, or any other leave of absence expected to exceed thirty (30) calendar days); and
 - (d) any layoffs and recalls.
- 8.08 CLS will record the amount of Association dues deducted on the T4 forms issued to an Employee for income tax purposes.
- 8.09 Bi-weekly dues that are outlined above shall be supplied to HSAA in an electronic spreadsheet format, agreed to by the parties.

ARTICLE 9 - EVALUATIONS

- 9.01 CLS and HSAA recognize the desirability of employee evaluations. Evaluations will be conducted at least on an annual basis.
- 9.02 All evaluations will be in writing, and will be for the constructive review of the performance of the employee.
- 9.03 Meetings for the purpose of an evaluation will be scheduled by CLS with reasonable advance notice, which will not be less than twenty-four (24) hours. The employee may review her personnel file prior to the meeting upon her request.
- 9.04 If an evaluation meeting is scheduled on an employee's off duty hours or on days of rest, the employee will be compensated according to the overtime provisions of this agreement.
- 9.05 The employee will be given a copy of her completed evaluation at the conclusion of the meeting or no later than seven (7) calendar days from the meeting date. The employee will sign the completed evaluation document upon receipt for the sole purpose of indicating that she is aware of the evaluation. She will have the right to respond in writing within seven (7) calendar days of receipt of the evaluation document, and her reply will be placed in her personnel file.
- 9.06 An employee's evaluation will be considered confidential and will not be released by CLS to any person, except a Board of Arbitration, CLS' counsel, or as required by law, without the written consent of the employee.

ARTICLE 10 - TRAVEL EXPENSES

- 10.01 When an employee is required by CLS to travel for employment purposes she will be reimbursed for all reasonable expenses supported by receipts as required by CLS.
- 10.02 Where an employee reports for duty as scheduled and is then directed by CLS to work at another location on the same day the employee will be reimbursed for authorized transportation costs resulting from travel to the new location. Should she use her own vehicle, she will be reimbursed at the per kilometre rate paid by the Government of Alberta.
- 10.03 Time spent traveling to the work site at the start of the day, or returning from the work site at the end of the day, is on the Employee's own time and is unpaid. Calculations of mileage are as follows:
 - (a) Payment for mileage shall only be applicable when the distance from place of residence to an alternate worksite is more than the distance from the place of residence to the normal worksite.
 - (b) Mileage will be calculated based on the difference between the distance from the employee's place of residence to their normal work site and the distance from the employee's place of residence to the alternate work site.
- 10.04 Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance coverage as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the employee as follows:

$$\begin{array}{r}
 \text{Cost of Business Use} \\
 \text{Insurance Coverage \$} \\
 \hline
 \text{Basic Age Group-Good} \\
 \text{Record}
 \end{array}
 \text{ Less }
 \begin{array}{r}
 \text{Cost of Personal Use} \\
 \text{Insurance} \\
 \text{Coverage} \\
 \hline
 \text{Basic Age Group-Good} \\
 \text{Record}
 \end{array}
 =
 \begin{array}{r}
 \text{Reimbursement to} \\
 \text{a Maximum of} \\
 \text{\$600.00}
 \end{array}$$

ARTICLE 11 - PROBATION

- 11.01 A newly hired Regular or Temporary Employee will serve a probationary period of nine hundred and thirty (930) hours worked (exclusive of overtime hours) immediately following the date on which the current period of continuous employment commenced.
- 11.02 If, in the opinion of CLS, the Employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure. This decision must be made in good faith and not be arbitrary in nature.

- 11.03 Work experience satisfactory to CLS as a Casual Employee in the same classification will be considered as contributing to the completion of a probationary period up to a maximum of two hundred and thirty-two (232) hours provided that not more than three (3) months have elapsed since she last worked for CLS.
- 11.04 CLS will provide a written evaluation to the Employee at least four (4) weeks prior to completion of her probationary period. The written evaluation will notify the employee of any required performance competencies and if there are any deficiencies and provide the employee with an opportunity to correct them during the probationary period.
- 11.05 An Employee who has completed her probationary period and has remained in the same bargaining unit, or has returned to the same bargaining unit after not more than a twelve (12) month absence, will not subsequently be placed on probation.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is the length of service of an Employee with CLS or its immediate predecessors, commencing on the last date of hire.
- 12.02 An Employee who resigns from the service of CLS and is subsequently re-employed shall have seniority only from the date of such re-employment.
- 12.03 Employees changing status between Regular or Temporary Full-time or a Regular or Temporary Part-time, to Casual shall retain entitlement to seniority that had accrued in their former status within this bargaining unit. However, seniority rights cannot be accrued or exercised during Casual employment.
- 12.04 The Employer shall provide the Association within two (2) months of the signing of this Agreement and in January and July of each year thereafter a listing of employees in order of seniority in accordance with the provisions of Article 11. Such seniority list shall include the employee names, classification, status, base location and seniority date. The Employer shall make the list available to all employees. This listing shall be provided monthly if there are employees on layoff.

ARTICLE 13 - PROMOTIONS AND TRANSFERS

- 13.01 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position will be the primary consideration. Where these factors are adjudged by CLS to be relatively equal, seniority will be the deciding factor.
- (b) Promotions shall only be made in accordance with Articles 13, 16 and 17.
- 13.02 (a) When an Employee is promoted and/or transferred to a higher rated classification, the wage of the Employee will be advanced to that step in the new scale which is next higher than her current rate. If the wage increase is less than the Employee's next increment on the former scale, then her wage will be advanced to the step which is next higher again. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, her wage will be advanced to that step in the new scale which is next higher than her current rate. If such wage increase is less than the Employee's last normal annual increase, she will be advanced to the step which is next higher again in the new scale.
- (b) When the Employee's salary is advanced to the start rate of the higher classification, a new anniversary date shall thereupon be established and the Employee's salary shall be advanced to the next higher step upon completion of twelve (12) months from the date of the promotion and/or transfer, or such shorter period as may be solely determined by CLS.
- 13.03 When an Employee is transferred to a lower rated classification, the Employee shall not have her Basic Rate of Pay altered and shall continue to accumulate entitlement to the next increment for a period of twelve (12) months from the date of reclassification. After the expiry of the twelve (12) month period, the Employee shall not have her rate of pay altered until such time as the rate of pay in the lower employment classification exceeds her current rate of pay.
- 13.04 All transfers and promotions will be on a trial basis. The transferred or promoted employee will be given a trial period of four hundred and sixty-five (465) hours worked (exclusive of overtime hours) in which to demonstrate her ability to perform the new tasks to the satisfaction of CLS. Should such employee fail to succeed during the trial period, CLS will reinstate the employee in her former position, or, if such reinstatement is not possible, place the employee in another suitable position. Such reinstatement or placement will be without loss of seniority and at not less than the same rate of pay to which the Employee would be entitled had she remained in her former position.

13.05 Requirement to remain in position

Once a vacancy that has been posted and selected as per Article 13.01, and the successful candidate accepts the position, the employee agrees to commence the position on the date determined by the supervisor, and will remain in the position not less than 465 hours, subject to the following:

- (a) Should a vacancy resulting in a change of status become available prior to the expiration of the 465 hours, the employee is eligible to apply and secure the position under the following conditions:
 - A casual employee secures a temporary or permanent position
 - A temporary employee secures a permanent position
 - A part-time employee secures a regular 1.0 FTE position

- (b) Should a vacancy resulting in a change of classification (either a promotion or a decrease in classification) become available prior to the expiration of the 465 hours, the employee is eligible to apply for and secure the resulting vacancy

ARTICLE 14 - LAY-OFF AND RECALL

- 14.01 (a) Prior to layoffs occurring, the parties will meet and discuss the appropriate application of Article 14.3 to the circumstances, including but not limited to:
 - (i) the timing and specific process to be followed;
 - (ii) any other issue the parties deem appropriate.

- (b) Lay-off will mean:
 - (i) elimination of positions; or
 - (ii) reduction in hours of work.

- 14.02 If it becomes necessary to reduce the work force, CLS will notify HSAA and all Employees who are to be laid off, in writing by registered mail or in person, at least twenty-eight (28) days prior to layoff.
 - (a) The twenty-eight (28) days' notice will not apply where the layoff results from an Act of God, fire, or flood. However, the affected Employee will receive pay for the days when work was not available up to a maximum of twenty-eight (28) days pay in lieu of notice.

- (b) If the Employee laid off has not been provided with an opportunity to work her regularly scheduled hours for twenty-eight (28) days after notice of layoff, the Employee will be paid in lieu of such work for that portion of the twenty-eight (28) days during which work was not made available.

14.03 Layoff will be in reverse order of seniority of Employees within the affected classification and site. However, CLS will have the right to retain Employees who would otherwise be laid off when layoff in accordance with this Article would result in retraining employees who are not qualified and capable of performing the work required. No employee shall be permitted to increase her classification or FTE through displacement or accepting a vacant position.

- (a) For the purposes of Article 14: Layoff and Recall "qualified and capable of performing the work required" shall be assessed by the Employer recognizing the need to provide a period of familiarization and orientation.

- (b) An Employee who receives a layoff notice will have seven (7) calendar days, from the receipt of the notice to elect one of the following:

- (i) displace the most junior employee in her current classification and current FTE provided that the Employee is qualified and capable of performing the required work;

- (ii) take a position at her current classification and current FTE or less which is a vacant position within the bargaining unit and for which the employee is qualified and capable of performing the work. The length of such familiarization and orientation period shall be discussed and agreed on a case by case basis between the Employer and the Association; or

- (iii) at the employee's option, accept layoff with the right to recall.

- (c) If an employee elects (b) (i) or (b) (ii) above, and the Employer determines that the employee is not capable and qualified of performing the work of the position selected, the Employer shall inform the employee and HSAA of such within ten (10) working days of the employee making such selection. The employee shall then have the right to make another selection in accordance with Article 14.03.

- (d) A Regular Employee who has received layoff notice in accordance with Article 14.02 and for whom no alternative vacant position is available shall have the option to select either of:

- (i) Layoff with recall rights as specified in Article 14 of the Collective Agreement; or

- (ii) Severance as offered by the Employer in accordance with this Article. A Regular Employee who receives notice of layoff shall have twenty (20) working days from the date the notice of layoff is received to advise the Employer in writing, that the employee wishes to take the Severance Option offered by the Employer. Any employee who does not advise the Employer, in writing, of the employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 14 of this Collective Agreement.

14.04 Should an employee be incapable of displacement in her classification she may look within the classification series in accordance with Article 14.03(b).

14.05 **Grievance on Lay-off and Recall**

Grievances concerning lay-off and recalls shall be initiated at Step III of the grievance procedure.

14.06 Laid off employees will accrue sick leave and earned vacation for the first thirty (30) days of layoff.

14.07 Laid off employees will not be entitled to Named Holidays with pay which may fall during the period of layoff.

14.08 If CLS proposes to layoff an employee while she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall not be served with notice under Article 14.02 until she has advised CLS of her readiness to return to work.

14.09 When notice of layoff is delivered to an employee in person, the employee may be accompanied by a representative of HSAA.

14.10 **Leave to Attend Personnel Matters**

When an employee is to be laid off, the employee shall be allowed up to four (4) hours off during the last shift in order to attend to any personnel or pay-related matters not yet settled.

14.11 **Severance**

The Employer shall approve the following severance option to be offered to eligible Regular Employees as selected in Article 14.03(d) and defined in Article 14.11.

- (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks 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 regular pay at the basic rate of pay for each full period of one thousand eight hundred and twenty nine (1829) hours worked at the basic rate of pay to a maximum of forty (40) weeks pay.
- (c) Supplemental severance of one (1) additional week for each year of service over thirty (30) years will be paid to eligible employees.
- (d) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purposes of clarity means regularly scheduled hours of work exclusive of overtime hours, callback hours, and additional hours for Part-time Employees) X Basic Rate of Pay (which for the purposes of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
- (e) For purposes of severance, continuous employment shall be calculated on the basis of the seniority date with CLS, and shall exclude absences in excess of one (1) year.
- (f) A Regular Employee who accepts severance pay as described in Article 14.11 above shall have terminated their employment, with no further right to recall.
- (g) An employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- (h) 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).
- (i) The employee may be considered for hire by an Employer referred to in (h) provided they repay the Employer from whom severance is received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
- (j) Severance pay or notice provided under this Article shall be deemed to be inclusive of any and all legislative requirements for termination notice.

14.12 **Recall**

- (a) An employee who has lost her classification, or hours of work, or both, will have a right of recall until she is returned to her former classification and hours of work (FTE status) or her recall rights expire.

- (i) An employee who has voluntarily accepted a vacancy of a lesser FTE or temporary vacancy, where a vacancy exists that would have made them whole (same FTE and same classification) will have no further right to recall.
- (b) Prior to hiring any new regular or temporary employees, CLS will recall laid off employees in reverse order of seniority provided that the recalled employees are qualified and capable of performing the work required.
- (c) If a recall is to a position in the original classification and at the full-time equivalency of the employee being recalled, or some other position which would leave her less than made whole, then no posting under Article 16 is required. However, if the recall would result in the recalled employee increasing either her classification or full-time equivalency, then a posting under Article 16 is required.
- (d) An employee's recall rights will expire unless she is recalled to a position which makes her whole within:
 - (i) one (1) year from the effective date of her layoff, in the case of a reduction in classification.
 - (ii) two (2) years of the effective date of her layoff, in the case of a decrease in hours (including a layoff to the street).
- (e) A recalled employee's increment date will be adjusted by the same amount of time as the lay-off and the new increment date will prevail after that.
- (f) Recall to Casual Work

For the purpose of this clause "Casual Work" will mean:

- (i) work on a call-basis inside their classification which is not regularly scheduled;
- (ii) regularly scheduled work for a period of less than six (6) months for a specific job; or
- (iii) work to relieve for an absence the duration of which is anticipated to be six (6) months or less, and is at least one (1) full shift in length; or at least three (3) hours per day for a minimum of three (3) days in seven (7) day period.

- (g) CLS will offer opportunities for casual work to laid off employees in order of their seniority before assigning the work to another employee, providing the laid off employee is qualified and capable of performing the work required.
 - (i) notwithstanding the provisions of Article 14.11(f) (i), casual work will first be made available to laid off employees of the specific location from which the employee was laid off.
 - (ii) A laid off employee may refuse an offer of casual work without adversely affecting her recall status.
 - (iii) An employee who accepts an offer of casual work will be governed by the Collective Agreement provisions governing casual employees. However, such employee's recall status and seniority standing upon recall will not be affected by the period of casual employment.

ARTICLE 15 - CALL-BACK

- 15.01 (a) When an Employee is called back to work outside of scheduled working hours, the Employee shall be paid for all time worked at overtime rates or a minimum of three (3) hours at overtime rates whichever is greater.
 - (b) A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining minimum call-back pay.
- 15.02 An Employee who is called back to work on a paid holiday in accordance with Article 15.01 shall receive:
 - (a) Two times (2X) the Basic Rate of Pay for the actual hours worked or a minimum of three (3) hours whichever is greater; plus
 - (b) time off at the Basic Rate of Pay for the actual hours worked.
- 15.03 Such Employee shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private motor vehicle, reimbursement will be at the per kilometer rate paid by the Government of Alberta from the employee's residence and return.
- 15.04 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.

ARTICLE 16 - JOB OPPORTUNITIES

- 16.01 Vacancies for Regular, Full-time, Part-time and Temporary positions will be posted for a period of not less than six (6) calendar days. All regular full-time equivalents of less than or equal to zero point three (0.3) FTE that become available in a given department, or if an existing position of less than or equal to zero point three (0.3) FTE is vacated such additional hours may be offered in whole or in part to Regular Part-time Employees who are performing work in that immediate department of the same nature as the newly vacated hours, in order of seniority (with the exception of those serving the probationary period), or may be posted for the members of the bargaining unit.
- 16.02 The notice of posting shall contain duties of the position, FTE, job title, qualifications required, hours of work, location and salary range. HSAA shall be copied on all job postings within five (5) calendar days of the posting
- 16.03 All applications received during such period of posting will be considered. The name of the successful applicant shall be posted.
- 16.04 When circumstances require CLS to fill a vacancy before expiry of the posting period, the appointment shall be made on a casual basis only, until a regular appointment is made.
- 16.05 When vacancies are filled, first consideration will be given to Employees who are already members of the bargaining unit.
- 16.06 When a vacancy for a Temporary position is filled with a Regular Full-time or Part-time Employee, CLS shall arrange for a replacement in their regular position, unless a review of operational needs indicates no need to replace.
- 16.07 Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time employee, and where, at the completion of the expected term of the temporary position, CLS decides that the employee is no longer required in that position, she will be reinstated in her former position. If such reinstatement is not possible, the employee will be placed in another suitable position. Such reinstatement or placement will be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position. The reinstatement or placement of an employee in accordance with this Article will not be construed as a violation of the posting provisions of Article 16.
- 16.08 The foregoing provisions shall be waived when placement of an Employee in a job within the bargaining unit is affected to accommodate a request by the Workers' Compensation Board or the underwriters of the Long Term Disability Plan for return to work.

- 16.09 An employee's anniversary date for the purpose of qualifying for an annual increment will not be changed as a result of a promotion or transfer.
- 16.10 If an employee is transferred by CLS to another site other than their base location, CLS shall ensure that satisfactory training is provided following an assessment of the employee's skills and abilities and the identified need resulting from that.
- 16.11 A temporary or casual employee who transfers to regular full-time or regular part-time employment will be credited with the following entitlements earned during her period of employment, provided not more than six (6) months have elapsed since she last worked for CLS:
- (a) salary increments; and
 - (b) vacation entitlements; and
 - (c) seniority; and
 - (d) A temporary employee will also be credited with sick leave earned and not taken during her period of temporary employment.

ARTICLE 17 - CLASSIFICATION

- 17.01 (a) Copies of job descriptions will be on hand within the appropriate department(s) and will be available to each employee upon request.
- (b) Upon request, CLS will provide HSAA with a copy of a job description for any classification in the bargaining unit. CLS will provide HSAA with a copy of the job description when changes are made.
- 17.02 (a) An employee who has good reason to believe that she is improperly classified may apply to the Division Manager/Supervisor to have her classification reviewed. The Division Manager/Supervisor will give consideration to such application and notify the employee accordingly.
- (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 HSAA and CLS.

- (c) CLS will notify HSAA of its position within thirty (30) days of the matter being raised by HSAA. Should the parties not be able to agree on the classification review, HSAA may, within sixty (60) days of the date the position of the Employer is finalized, refer the classification to an appeal process, which may include access to third party involvement. Should HSAA not refer the matter to an appeal process, which may include access to third party involvement within the stated time limit, the final position of CLS, as stated in negotiations, will be implemented.
- 17.03
- (a) When the duties of a classification are significantly altered by an action of CLS or where a new classification is formed during the life of this collective agreement which may fall within the bargaining unit, CLS shall give written notice to the Union of the new or altered classification and the proposed Basic Rate of Pay for such classification within twenty-one (21) calendar days.
 - (b) The Union may contest the proposed Basic Rate of Pay by sending written notice to CLS. A notice to contest the Basic Rate of Pay must be sent to CLS not later than twenty-one (21) calendar days from the CLS notice.
 - (c) The parties shall attempt to resolve the Basic Rate of Pay through negotiations. Should the parties fail to reach an agreement through negotiations, the grievance procedure shall apply commencing at Step III.
 - (d) The proposed Basic Rate of Pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed Basic Rate of Pay. Such amended Basic Rate of Pay will be effective from the date of written notice from CLS to the Union.
- 17.04
- An Employee whose position is reclassified to a position with the same or a higher rate of pay, will be advanced to that step in the new scale which is next higher than her current rate. If the wage increase is less than the Employee's next increment on the former scale, then her wage will be advanced to the step which is next higher again. In the event that a reclassified Employee is at the last increment in the scale for classification held prior to the reclassification her wage will be advanced to that step in the new scale which is next higher than her current rate. If such wage increase is less than the Employee's last normal annual increase, she will be advanced to the step which is next higher again in the new scale.
- 17.05
- An Employee whose position is reclassified to a position with a lower rate of pay, through no cause of her own shall not have her Basic Rate of Pay altered and shall continue to accumulate entitlements to the next increment for a period of twelve (12) months from the date of reclassification. After the expiry of the twelve (12) month period, the Employee shall not have her rate of pay altered until such time as the rate of pay in the lower employment classification exceeds the rate of pay in effect at the expiry of the twelve (12) month period.

ARTICLE 18 - HOURS OF WORK

- 18.01 The normal hours of work shall be seventy-seven and one-half ($77 \frac{1}{2}$) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal work day, or shift, shall be seven and three-quarter ($7 \frac{3}{4}$) work hours.
- 18.02 (a) Time off duty for meals will not be considered as working time and will not be less than one half ($\frac{1}{2}$) hour in each shift. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (b) A paid rest period of fifteen (15) minutes will be permitted during each full half ($\frac{1}{2}$) shift. Where feasible, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and CLS. Rest periods and/or meal periods may be combined by agreement, subject to operational requirements.
- (c) Shifts of less than seven and three-quarter ($7 \frac{3}{4}$) hours will include one (1) rest period of fifteen (15) minutes, scheduled by CLS during each shift where the shift is more than three and three-quarter ($3 \frac{3}{4}$) hours and up to five (5) hours; one (1) rest period of thirty (30) minutes where the shift is more than five (5) hours and less than seven and three-quarter ($7 \frac{3}{4}$) hours; rest periods for an employee working seven and three-quarter ($7 \frac{3}{4}$) hours shall be as outlined in Article 18.02(b). Rest periods and/or meal periods may be combined by agreement, subject to operational requirements
- 18.03 Shift schedules for each department shall be posted in an area accessible to all departmental Employees at all times, not less than twenty-eight (28) calendar days in advance. Where a change is made in the Employee's schedule with less than five (5) calendar days' notice, the Employee shall be paid at two times (2X) for all hours worked on the first shift of the changed schedule.
- 18.04 Failure to provide sufficient notice of a change in the employee shift start time by two (2) hours or more will result in the payment of two times (2X) basic rate of pay for all hours worked on the shift. If in the course of a posted schedule, the employer changes the employee's shift starting time by two (2) hours or more, she shall be paid at the rate of two times (2X) her basic rate of pay on this shift unless five (5) calendar days notice of such change has been given.

- 18.05 Except by mutual agreement between the Employee and CLS, an Employee will receive at least one weekend off in three (3) averaged over one (1) complete cycle of the shift schedule. A weekend shall mean a Saturday and a Sunday. In no instance will an Employee be required to work more than 6 consecutive days without receiving her day(s) off except as mutually agreed between the Employee and CLS.
- 18.06 Employees will not have less than twelve (12) hours off between changes in shifts except in the case of overtime work or as otherwise mutually agreed.
- 18.07 So far as is practical, CLS shall schedule the shifts of regular full-time Employees to provide Saturday and Sunday as days off for a maximum number of Employees. This provision is only operative subject to acceptable standards of efficiency as determined by CLS, being maintained in the Lab.
- 18.08 The first shift of any day will be the one on which the majority of hours are worked on that day.
- 18.09 Regular hours of work for a part-time employee, exclusive of meal periods, will be up to seven and three-quarter (7 $\frac{3}{4}$) hours in any day. The ratio of work days to non-work days shall not exceed five to two (5:2) averaged over a period of not more than four (4) weeks.
- 18.10 A part-time employee may work additional shifts from time to time. Part-time Employees who wish to work in excess of their FTE, shall make a written request to their supervisor and may be given preference over casual employees for extra shifts/hours provided:
- (i) they have given written notification of their availability
 - (ii) shifts/hours are available prior to the schedule being posted and shifts that may become available after the schedule is posted
 - (iii) Part-time Employees who wish to work additional shifts/hours in excess of their FTE may also be asked to work additional shifts/hours on short notice at their basic rate of pay. Hours worked in excess of 7.75 hours will be at the applicable overtime rate.
- 18.11 Where a part-time employee volunteers or agrees, when requested, to work additional hours or shifts, she will be paid at her basic rate of pay for such hours or, if applicable, at the overtime rate for those hours worked in excess of seven and three-quarter (7 $\frac{3}{4}$) hours per day.
- 18.12 Where a part-time employee is required by CLS to work on her scheduled day off, or an additional shift she will be paid at two times (2X) her basic rate of pay for all overtime hours worked. This premium payment will cease and the employee's basic rate of pay will apply at the start of her next scheduled shift, or additional shift worked pursuant to Article 18.12.

18.13 When an employee works overtime immediately after her scheduled shift, she shall be provided with an unpaid rest period of fifteen (15) minutes prior to commencing her overtime. Such rest periods may be waived, subject to employee discretion or operational requirements.

18.14 At the time of hire or transfer, CLS will state in writing a specific number of hours per shift cycle which will constitute the regular hours of work for each part-time employee. Such hours will not be altered except by agreement between CLS and the employee, or by the operations of Article 14 of the Collective Agreement.

18.15 In the event that a casual employee reports to work for a scheduled shift or for a shift for which she has been called in for, and is not permitted to commence work, she will be paid three (3) hours pay at the basic rate of pay.

18.16 **Split Shifts**

Split shifts shall not be scheduled except by mutual agreement between the Employee and the Employer. Written notification to the Union should be provided within seven (7) calendar days.

18.17 **Modified Hours of Work**

For the purpose of adopting a compressed work week or flex-time system, modified hours of work, job share agreements and provision related thereto may be implemented or terminated by mutual agreement in writing between CLS and the Union.

18.18 **Daylight Saving Time**

On the date fixed by proclamation under the Daylight Saving Time Act for conversion to Mountain Standard Time, regular hours of work will be extended to include the resultant additional hour with additional payment due for the hour 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 will be effected with the appropriate deduction in regular earnings.

18.19 **Employee Shift Trading**

Employees may exchange shifts or days off with the approval of CLS, provided that no increase in cost is incurred by CLS

ARTICLE 19 - PAYMENT OF SALARY/SALARY INCREMENTS/OVER/UNDER PAYMENTS

- 19.01 All wages are earned by the hour.
- 19.02 Pay days will be established by CLS, but Employees will be paid at least bi-weekly.
- 19.03 Regular Full-time Employees shall be paid in accordance with Schedule A. An Employee will be advanced to the next increment on each anniversary date (as defined in Article 2) until the maximum increment is obtained.
- 19.04 Regular Part-time, Temporary and Casual Employees will receive an increment on the satisfactory completion of two thousand and fifteen (2,015) hours of work, and further increments on the satisfactory completion of one thousand eight hundred and twenty-nine (1,829) regular hours of work thereafter until the maximum rate is reached.
- 19.05 Wage recognition will be granted for work experience satisfactory to CLS provided not more than three (3) years have elapsed since such experience was obtained as outlined in the following guidelines:
- (a) one (1) increment for one (1) year's experience within the last four (4) years;
 - (b) two (2) increments for two (2) years experience within the last five (5) years;
 - (c) three (3) increments for three (3) years experience in the last six (6) years;
 - (d) four (4) increments for four (4) years experience in the last seven (7) years;
- 19.06 Recognition of partial years of experience will be granted by rounding off to the nearest whole year of experience.
- 19.07 The Employer shall advise all employees in writing at the time of hire as to the pay grade and step in the Salary Schedule. The employee shall also be advised in writing at the time of hire that Article 19 of the Collective Agreement may apply.
- Employees will have six (6) months from their date of hire to request a review of their placement in the wage appendix.
- 19.08 **OVER/UNDER PAYMENTS:** In the event that an employee is over or under compensated within the period of the previous six (6) months the Employer shall correct such compensation error within two (2) pay periods.

- (a) In the case of an overpayment, the Employer shall notify the employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the employee's gross earnings per pay period.

ARTICLE 20 - OVERTIME

20.01 All overtime must be authorized in advance.

Authorization for overtime after the fact will not be unreasonably denied where the overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization. An Employee who works overtime shall be paid at the rate of two times (2X) her rate of pay for all overtime.

- (a) Time worked in excess of seven and three quarter (7 ³/₄) hours per day; and
- (b) Time worked when an Employee is called back to duty beyond the Employee's normal working hours, pursuant to Article 15.
- (c) Time worked on an Employee's scheduled day(s) off. Clause 18.03 shall not apply if the scheduled day(s) off are changed by giving not less than five (5) calendar days notice.

20.02 Employees may bank earned overtime. Banked overtime may be taken as time off in lieu of payment by agreement. Unless banked overtime has been used as time in lieu by March 31, the end of the CLS fiscal year in each year, CLS will pay it out, subject to a carryover of thirty eight point seven five (38.75) hours.

- (a) Unless the employee makes prior arrangements with the supervisor for utilization, hours in excess of thirty-eight point seven five (38.75) will be automatically paid out on a quarterly basis.

20.03 Failure to provide at least twelve (12) hours rest between shifts when the shift schedule is changed, shall result in payment of overtime for any hours worked during such normal rest period.

20.04 All overtime shall be calculated to the nearest one-quarter (1/4) hour.

- 20.05 An Employee who normally travels from work to her place of residence by means other than her own vehicle following completion of her regular shift, but who is prevented from doing so by being required to remain on duty longer than her regular shift and past the time when public transportation is available, shall be reimbursed for reasonable, necessary and substantiated transportation expenses of alternate transportation from the site to her residence.
- 20.06 Where an Employee is authorized to work a full seven and three quarters (7 ³/₄) hours overtime assignment, the provisions of Clause 18.02 (a) (b) (c) shall apply as though it were a regular shift.

ARTICLE 21 - REPORTING PAY

- 21.01 (a) In the event that an Employee reports for work as scheduled and is requested by the Supervisor or designate to return home and report for a later shift, the Employee shall be compensated for the inconvenience by a payment equivalent to four (4) hours pay at her Basic Rate of Pay.
- (b) Such Employees shall be reimbursed reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private motor vehicle, reimbursement will be at the per kilometer rate paid by the Government of Alberta from the employee's residence and return.

ARTICLE 22 - SHIFT PREMIUMS

- 22.01 A shift premium of two dollars and seventy-five (\$2.75) per hour will be paid to Employees for each hour worked between seventeen hundred (1700) hours and twenty-three hundred (2300) hours.
- 22.02 A night shift premium of five dollars (\$5.00) per hour will be paid to employees for each hour worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- 22.03 Shift premium is not part of the basic hourly rate of pay.
- 22.04 Shift premium and weekend premium will be stacked.
- 22.05 **Weekend Premium**
- In addition to any premium paid pursuant to Article 22.01 a weekend premium of three dollars and twenty-five cents (\$3.25) per hour will be paid to Employees for each hour worked between seventeen hundred (1700) hours on Friday to zero seven hundred (0700) hours on Monday.

ARTICLE 23 - ACTING INCUMBENTS

- 23.01 An Employee required by CLS to replace another Employee holding a position within this bargaining unit, to which is assigned a higher pay grade, for a period of one hour or more shall in addition to her Basic Rate of Pay be paid the difference between the beginning rate in the wage scale of her classification and the beginning rate in the wage scale of the classification to which the Employee is temporarily assigned, or two dollars (\$2.00) per hour, whichever is greater.
- 23.02 An Employee required by CLS to temporarily replace another Employee in a position of greater responsibility outside the scope for the bargaining unit for a period of one hour or more shall, in addition to her Basic Rate of Pay, be paid an amount to commensurate with the additional responsibilities, however not less than two dollars (\$2.00) per hour. An employee so assigned shall continue to be covered by the terms and conditions of this Collective Agreement.
- 23.03 An Employee required by CLS to temporarily replace another Employee holding a position with the bargaining unit to which is assigned a lower pay grade, except as provided in Clause 13.03, shall not have her Basic Rate of Pay adjusted.

ARTICLE 24 - VACATIONS

24.01 Vacation Entitlement

- (a) Except as provided in Clause 24.06(b), during each year of continuous service in the employ of CLS, an Employee shall earn vacation with pay to be taken in the next following vacation year in proportion to the number of months worked during the vacation year. The rate at which vacation is earned shall be governed by the total length of such employment as follows:
- (b) Full-time employees will be entitled to vacation with pay as follows:
- (i) during each of the first (1st) to second (2nd) years of continuous full-time employment, an employee will earn vacation credits at the rate of four point four eight (4.48) hours per pay period.
 - (ii) during each of the third (3rd) to ninth (9th) years of continuous full-time employment, an employee will earn vacation credits at the rate of five point nine seven (5.97) hours per pay period; and
 - (iii) during the tenth (10th) to nineteenth (19th) years of continuous full-time employment an employee will earn vacation credits at the rate of seven point four six (7.46) hours per pay period; and

(iv) during the twentieth (20th) and subsequent years of continuous Full-time Employment, an Employee will earn vacation credits at the rate of eight point nine five (8.95) hours per pay period.

(c) Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following:

Regular and additional hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarters (7 $\frac{3}{4}$) hours.	X	The percentage outlined in (i) or (ii) or (iii) or (iv) below.	=	Number of hours paid time to be taken.
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(i) during each of the first (1st) and second (2nd) years of employment, six (6) percent of her regular earnings; or

(ii) during each of the third (3rd) to ninth (9th) years of employment, eight (8) percent of her regular earnings; or

(iii) during each of the tenth (10th) to nineteenth (19th) years of employment, ten (10) percent of her regular earnings; or

(iv) during each of the twentieth (20th) and subsequent years of employment, twelve (12) percent of her regular earnings.

(d) Casual Employees will be paid vacation pay in accordance with the following:

(i) during each of the first (1st) and second (2nd) years of employment six (6) percent of her regular earnings; or

(ii) during each of the third (3rd) to ninth (9th) years of employment, eight (8) percent of her regular earnings; or

(iii) during each of the tenth (10th) to nineteenth (19th) years of employment, ten (10) percent of her regular earnings; or

(iv) during each of the twentieth (20th) and subsequent years of employment, twelve (12) percent of her regular earnings.

24.02 Transition

No Employee who was entitled to or earned vacation benefits in excess of those set out in Clause 24.01 immediately prior to being covered by this Agreement, will have her vacation entitlements reduced.

24.03 **Scheduling Preferences**

Employees will make vacation requests by a deadline of February 01 in each year if they wish to exercise seniority on scheduling preferences. Requests received after the deadline will be on a first-come, first-served basis for vacation until the next deadline.

- 24.04 In expressing their vacation preferences, subject only to CLS' operational requirements, employees will have a guarantee of vacation at least once during the vacation year on the basis of seniority during non-prime time.

Subject only to CLS' operational requirements, employees will be granted one (1) request for vacation during the Christmas prime time, the Easter prime time or the summer months on the basis of seniority. Subsequent requests for vacation time within the same prime time period will only be considered after all other vacation requests of employees with less seniority have been granted.

- 24.05 (a) Seniority shall not be used to book Christmas prime time vacation in two (2) consecutive years. Christmas prime time shall be from December 20th until January 2nd.
- (b) Seniority shall not be used to book Easter prime time vacation in two (2) consecutive years. Easter prime time shall be one (1) week before and one (1) week after Easter Sunday in each year.
- (c) CLS shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during the summer prime time, defined as the period between June 15 and September 15 in each year. Seniority shall not be used to book summer prime time in two (2) consecutive years.
- (d) Seniority shall not be used to book the same non-prime time period in two (2) consecutive years.
- 24.06 (a) Vacations shall not be carried over from one vacation period to the next unless special circumstances exist. Any such carry over must be approved by CLS.
- (b) Notwithstanding Clause 24.01, an Employee shall have the right to utilize vacation credits during the vacation year in which they are accrued provided the following conditions are met:
- (i) the utilization does not exceed the total vacation accrued by the Employee at the time of taking the vacation; and
- (ii) such vacation can be taken at a mutually agreeable time.

- 24.07 When an Employee is required to work during her vacation, the Employee shall receive pay of two times (2X). Hours worked while on vacation shall not be deducted from the Employee's vacation credits.
- 24.08 An Employee who terminates her service or who is terminated shall receive vacation pay in lieu of all vacation earned but not taken.
- 24.09 An Employee shall earn vacation leave pursuant to Clause 24.01 during the following authorized absences:
- (a) financially assisted Education Leave;
 - (b) paid sick leave;
 - (c) any other leave of absence with or without pay for the first thirty (30) calendar days.
- 24.10 CLS will respond to vacation requests within three (3) weeks of the deadlines, or within three (3) weeks of the requests received past the deadlines.
- 24.11 Where a request for scheduled vacation has been approved and where it becomes operationally necessary to subsequently cancel or otherwise alter the vacation request, the Employer will compensate the employee for any non-refundable costs the employee may incur as the result of such alteration or cancellation of the vacation period.
- 24.12 Only those regularly scheduled hours and additional hours worked at the Basic Rate of Pay and on a Named Holiday to a maximum of seven and three-quarters (7 ³/₄) hours will be recognized as regular earnings for the purpose of determining vacation pay.
- 24.13 Vacation pay for casual Employees will be paid on every pay period.
- 24.14 **Supplementary Vacation**

Full Time employees will be entitled starting at twenty-five years of service and every fifth year employment anniversary thereafter to a total of five bonus vacation days to be taken in the next following five years either as a block or spread out

- (a) At twenty five (25) years of service and each fifth (5) year employment anniversary thereafter, part-time Employees shall be entitled starting at twenty-five years of service and every fifth year employment anniversary thereafter to earn supplementary vacation with pay based on the average number of hours worked over the previous sixty (60) months in accordance with the following formula:

Hours worked during the vacation year at the rate specified in Article 24.01 (c)	X	2%	=	Number of hours of paid supplementary vacation time to be taken in current supplementary vacation period
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ARTICLE 25 - NAMED HOLIDAYS

25.01 (a) The following are considered named holidays:

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 by the municipality or the Government of Alberta or Canada.

- (b) In addition to the foregoing "Named Holidays" Employees who are in the employ of CLS on February 1st of each Contract year, shall be granted an additional "floater" holiday in that Contract year. The "floater" holiday shall be taken at a time to be mutually agreed upon by CLS and the Employee. If the Holiday is not taken by the last day of March in the following year, it will be paid out.
- (c) CLS may designate a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday. CLS will post notice of the common date in all CLS sites at least six (6) months prior to the occurrence of the Named Holiday.
- (d) When July 1st falls on a Sunday, July 2nd is the legal holiday and shall be kept and observed as such.

25.02 To qualify for a Named Holiday with pay the Employee must:

- (a) work 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 CLS;
- (b) work on the Named Holiday when scheduled or required to do so.

25.03 (a) A Regular Employee obligated in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 ½X) her Basic Rate of Pay plus:

- (i) one (1) regular day's pay; or
 - (ii) an alternate day off at an agreed time; and
 - (iii) where applicable, an Employee shall receive compensating time off at her Basic Rate of Pay for all hours worked in excess of seven and three quarter ($7 \frac{3}{4}$) hours on a Named Holiday.
 - (b) An employee obliged, in the course of duty, to work on Christmas Day and/or the August Civic Holiday shall be paid for all hours worked on the Named Holiday(s) at two times (2X) her basic rate of pay, plus:
 - (i) one (1) day's pay; or
 - (ii) an alternate day off at an agreed time; and compensating time off at her basic rate of pay for all hours worked in excess of seven and three quarters ($7 \frac{3}{4}$) hours.
 - (iii) compensating time off at her basic rate of pay for all hours worked in excess of seven and three quarters ($7 \frac{3}{4}$) hours.
 - (c) Temporary or Casual Employees required to work on a Named Holiday shall be paid at one and one-half ($1 \frac{1}{2}$) their Basic Rate of Pay for all hours worked on the Named Holiday.
- 25.04 Part-time, Temporary and Casual Employees shall be paid, in addition to her Basic Rate of Pay, four point six percent (4.6%) of her Basic Rate of Pay in lieu of Named Holidays.
- 25.05 Should a Named Holiday fall during a full-time Employee's vacation period, she shall be allowed an extra day for such Named Holiday. Should it not be possible for the Employee to take such extra day in connection with her vacation, she shall be allowed the extra day within thirty (30) calendar days of return to duty. Failing this, the Employee shall be given one (1) day's pay at her Basic Rate of Pay.
- 25.06 When a Named Holiday falls on a day that would otherwise be a Full-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off. Where such alternate day off cannot be arranged within thirty (30) calendar days of the Named Holiday, the Employee shall receive one (1) day's pay at her Basic Rate of Pay in lieu of the Named Holiday.
- 25.07 No payment shall be made for any Named Holiday occurring during:
- (a) a layoff; or

- (b) unpaid leave of absence of eight (8) calendar days or more.

ARTICLE 26 - HEALTH AND WELLNESS BENEFITS

26.01 Sick Leave

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.

- 26.02 a) A full-time employee will earn sick leave credits at the rate of eleven point six two five (11.625) hours for each full month of employment computed from the date of employment up to a maximum credit of nine hundred and thirty (930) hours
 - (b) Part-time Employees will accumulate sick leave benefits on the basis of one and one half (1 ½) days per month pro-rated to the scheduled hours she works each month in relation to the regularly scheduled hours worked for a Regular Full-time Employee.
 - (i) When an Employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, she will no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At the time, she will recommence accumulating sick leave credits.
 - (ii) Sick leave credits will accrue for the first thirty (30) calendar days of illness, injury, lay-off, or leaves of absence in excess of thirty (30) calendar days.
 - (c) An employee who commences employment with CLS within six (6) months of the date that she voluntarily terminated employment with another Employer containing similar sick leave provisions shall retain to her benefit, in accordance with the provisions of the Article, entitlement to the balance of sick leave credits at the time of said termination. Employees will only be eligible to transfer a maximum of 930 hours of sick leave credits.
 - (d) Sick leave credits shall not accrue during any period of sick leave in excess of thirty (30) calendar days.
- 26.03 An Employee granted sick leave shall be paid for the period of such leave at her Basic Rate of Pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 26.04 A part-time employee shall be granted paid sick leave if she becomes ill and is unable to work an additional scheduled shift, or any portion thereof, and the shift thus paid will be deducted from her accumulated sick leave credits.
- 26.05 Employees may be required to submit satisfactory proof to CLS of any illness, non-occupational accident or quarantine in excess of two (2) consecutive days or when an Employee demonstrates a discernible pattern of frequent illnesses. When the Employer requires an Employee to produce a medical certificate the Employer will reimburse the Employee of any costs associated with the production of such certificate.
- 26.06 When an Employee has accrued the maximum sick leave credit of 930 hours she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 26.07 Employees shall make reasonable efforts to make health appointments outside of work time. If an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, wherever possible she will provide eight (8) days notice and receive prior authorization by CLS. Such absence will be neither charged against her accumulated sick leave, nor will she suffer any loss of income provided such absence does not exceed two (2) hours during one workday. If the absence is longer than two (2) hours, the time in excess of two (2) hours of such absence will be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 26.08 Approval for time off pursuant to Article 26.07 shall not be unreasonably denied.
- 26.09 Leave of absence without pay may be granted to an Employee who does not qualify for sick leave or who is able to return to work at the termination of the period for which sick leave is granted. An Employee who is on leave of absence without pay shall endeavour to notify CLS three (3) days prior to returning to work, but in no event less than one (1) day prior to returning to work.
- 26.10 Should an employee become ill during the course of her vacation and require a prescribed course of medical treatment for an acute condition that would normally render her unable to work, and if at least fifty percent (50%) of her scheduled vacation time has been affected, pending investigation through the Disability Management Process she will be considered to be on sick leave for such period of time, subject to Articles 26.02, 26.03 and 26.04, Sick Leave. Vacation time not taken as a result of such medical treatment will be rescheduled to a mutually agreeable later date.

- 26.11 Employees reporting sick shall do so to CLS as soon as possible in order that a replacement may be arranged for/or duties re-distributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported.
- 26.12 An Employee shall keep CLS advised as to when the Employee shall be expected back to work.
- 26.13 Information on an employee's nature of illness will be confidential unless the employee consents in writing to such release. Information on an employee's prognosis, work restrictions and/or limitations and expected date of return to work will be shared with CLS. Employees shall not be required to disclose diagnosis information and it is incumbent upon employees to cooperate in providing employment related health information.

26.14 **Supplemental Unemployment Benefits**

Employees who have exhausted their sick leave bank shall apply for Employment Insurance (EI) sick benefits. Upon receipt of proof of EI earnings for the EI weekly period, CLS shall provide SUB payment of the difference between the EI payment and an Employee's regular base earnings or insurable earnings (as per the insured Record of Employment), whichever is the greater. SUB payment will be provided based on length of service, at the time of last day paid by CLS, in accordance with the following formula:

Less than 6 months	= top-up 0
6 months to 2 years	= top-up 60%
2 years to 3 years	= top-up 75%
3 years to 4 years	= top-up 80%
4 years to 5 years	= top-up 90%
5+ years	= top-up 95%

In situations where an Employee has exhausted the number of weeks of EI sick benefits, CLS shall continue to provide SUB payment plus the EI portion to the employee.

Supplemental Unemployment Benefit shall not exceed seventeen (17) weeks in a fifty-two (52) week period.

- (a) In situations where an Employee has an open approved EI sick claim and is participating in an approved return-to-work program where their actual earnings exceed the maximum EI payment, CLS shall provide the difference between the actual earnings and the maximum EI/SUB earnings established under the SUB program.

- (b) The registered SUB plan legislation requires strict adherence as per HRDC requirements. In the event such modification would occur, the parties would agree to meet for the purpose of discussion and protecting the best interest of the Employee and the Employer.
- 26.15 CLS recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- 26.16 An Employee whose work performance is adversely affected by a condition mentioned in clause 26.15 above, may be referred by CLS to an appropriate Employee Assistance Program.

ARTICLE 27 - EMPLOYEE BENEFITS PLANS

- 27.01 CLS will provide group benefits for all eligible employees:
 - (a) regular Full-time Employees;
 - (b) regular Part-time Employees who's FTE is equal to or greater than point four (.4);
 - (c) temporary employees who are hired to work in a position of six (6) months duration or greater, and whose FTE is equal to or greater than point four (.4).
- 27.02 Regular and Temporary Part-time Employees whose hours of work average less than point four (.4) FTE, temporary employees hired for a position of less than six (6) months duration, and casual employees, will not be eligible to participate in the Employee Benefits Plan, unless otherwise specified by the employer. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement will not have benefits discontinued solely due to the application of this provision.
- 27.03 Eligible employees who worked on a casual basis for CLS shall have up to four hundred and sixty five (465) hours of service recognized towards the benefits waiting period.
- 27.04 Waiting periods for benefits shall be waived for those employees who change employment from a previous HSAA bargaining unit and who are hired by CLS in a benefits eligible position, as long as six (6) months has not passed since the employee terminated their employment.

- 27.05 Employee group benefit plan coverage is deemed to be compulsory. Extended Health and Dental benefit coverage will not be deemed compulsory if evidence of coverage in another plan is provided. Benefits provided include:
- (a) Group Life Insurance - One times (1X) annual salary for Employees. Dependent Life coverage of \$25,000 for spouse, and \$10,000 for each child up to age 21/25;
 - (b) Voluntary Group Life Insurance - Optional coverage for Employee and/or spouse in units of \$10,000, to a maximum of \$500,000;
 - (c) Accidental Death & Dismemberment - One times (1X) annual salary for employees;
 - (d) Voluntary Accidental Death & Dismemberment - Employees will have the option to purchase individual or family units of \$10,000 to a maximum of \$500,000. If the Employee selects the family plan, the spouse is insured for fifty percent (50%) of the Employee coverage if they have no children or forty percent (40%) if they have children. Each child is insured for fifteen percent (15%) of the Employee's coverage if the Employee has a spouse or twenty-five percent (25%) if the Employee has no spouse. The amount of coverage for each child is limited to a maximum of \$50,000.
 - (e) Long Term Disability - Sixty percent (60%) of monthly salary to a maximum benefit of \$8,000, following seventeen (17) weeks of disability, to age 65.
 - (f) Extended Health Care - The plan will provide a one hundred percent (100%) direct payment provision for all physician or dentist prescribed medications, with a dispensing fee cap of six dollars (\$6.00) and one hundred percent (100%) of all eligible expenses. Eligible expenses include, but are not limited to semi-private hospital room, ambulance services and other medical services and supplies, out-of-country medical care, and paramedical services. Paramedical services are limited to a maximum of \$1200 per year for registered massage therapists, physio therapists and chiropractors; and \$300 per year for all other paramedical services in the plan. There is no per visit cap for paramedical services.
 - (g) Dental - The plan will provide eighty percent (80%) reimbursement of basic services, fifty percent (50%) of major restorative services, and fifty percent (50%) of orthodontic services, in accordance with the current Alberta Dental Association Fee Guide to a maximum of three thousand dollars (\$3,000) per person per calendar year for major restorative services, and three thousand dollars (\$3,000) per person in a lifetime for orthodontic services.
 - (h) Maternity Supplement to EI SUB Plan - to supplement an eligible

employee's Employment Insurance to meet CLS' obligation to provide benefit payments during that period of maternity leave where there is a valid health-related period of absence due to pregnancy for which she has provided satisfactory medical substantiation. It is agreed that the decision as to when to apply for this benefit rests entirely with the employee

- 27.06 The premiums for Long Term disability will be one hundred percent (100%) Employee paid. The premiums for all other benefits in Clause 27.05 shall be cost-shared with Employees paying twenty-five percent (25%) of the cost and CLS paying seventy-five percent (75%) of the cost.

EFFECTIVE THE 1ST PAY PERIOD OF 2017 – The premiums for all other benefits in Clause 27.05 will be 100% paid by CLS.

- 27.07 Where the benefits specified in this article are provided through insurance obtained by CLS, the administration of such plans will be subject to and governed by the terms and conditions of the applicable benefit policies or contracts.
- 27.08 An Employee will cease to earn sick leave credits and vacation credits while on LTD, however CLS shall continue to pay the benefit premiums for employees while on LTD.
- 27.09 The employment of an Employee may be terminated when she has been on LTD for twenty-four (24) months, and there is no reasonable expectation of return to work.
- 27.10 CLS will provide to Employees, upon hiring or when there are changes to the plan, brochures and other relevant information regarding the benefit plans.
- 27.11 CLS will provide the Union with one (1) copy of the benefit plan. CLS will advise the Union of all premium rate changes.

ARTICLE 28 - WORKERS' COMPENSATION

- 28.01 Workers' Compensation Board coverage will be provided by CLS for an Employee.
- 28.02 Employees suffering accidents which are compensable under The Workers' Compensation Act shall not be entitled to sick benefits during the period of compensation.

- 28.03 The foregoing Clause 28.02 shall not exclude an Employee from sick benefits for periods of absence due to an accident which is not compensable under the Workers' Compensation Act, and such cases shall be dealt with under Article 26.
- 28.04 An employee who is unable to work as a result of an accident covered by the Workers' Compensation Act will continue to receive full net earnings less any statutory or benefit deductions provided that:
- (a) the Employee assigns over to CLS, on proper forms the monies due to her from the WCB for time lost due to an accident; and
 - (b) the Employee keeps CLS informed regarding the status of her WCB claim and provides any medical or claim information that may be required by CLS;
 - (c) the employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one - tenth (1/10th) day, can be charged such sick leave credits for each day an employee is off work due to accident within the meaning of the WCB Act.
- 28.05 The Union recognizes that CLS may be required to reconcile payments to the Employee with subsequent assigned payments from the WCB. Accordingly, once CLS has received reimbursement from WCB, it will be entitled to adjust payments to the Employee under this Article.
- 28.06 An Employee who is in receipt of Workers' Compensation Benefits will be deemed to be on a leave of absence without pay, therefore:
- (a) she will also be deemed to remain in the continuous service of CLS for purposes of prepaid health benefits and wage increments; and
 - (b) she will accrue vacation credits and sick leave for the first (1st) month of such absence.
- 28.07 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of her former position will provide CLS with two (2) weeks' written notice, of readiness to return to work. CLS will reinstate the Employee in the same classification held by her immediately prior to the disability with benefits that accrued to her prior to the disability;
 - (b) incapable of performing the duties of her former position, will be entitled to benefits she is eligible for under Sick Leave or Long Term Disability.

28.08 The reinstatement of an Employee in accordance with this Article will not be construed as being in violation of the posting or scheduling provisions of the agreement.

ARTICLE 29 - PENSION PLAN

29.01 Participation in the CLS pension plan is voluntary. Following a 465 hour eligibility period, the following employees are eligible to participate in the plan:

- (a) Regular full and part-time Employees who's FTE is zero point four (0.4) or greater.
- (b) Temporary full or part-time employees when the term of employment is equal to or greater than six (6) months.
- (c) Part-time employees whose FTE is less than 0.4 and casual employees are eligible to join the plan when their earnings in each of the two previous years are at least 30% of the Yearly Maximum Pensionable Earnings (YMPE) for those years.

29.02 The pension plan will be a Defined Contribution Plan (DCPP). Participating employees will contribute three point five percent (3.5%) of regular earnings (exclusive of overtime and shift premiums) into the plan each pay period. CLS will contribute seven percent (7%) for each participating employee.

29.03 Participating employees wishing to contribute additional monies towards their retirement are eligible to participate in the employer's group RRSP plan. These additional monies will be deducted as a percentage of pay each period.

29.04 The pension plan is governed by a Pension Advisory Committee (PAC), which is comprised of representation of CLS and one (1) representative from HSAA. There may also be representation from other employee groups.

29.05 A plan booklet and enrolment package will be provided to an employee when they are eligible to join the plan.

29.06 Once enrolled in the Plan, membership continues until the employment relationship terminates. Contributions can only be suspended when an employee reduces their FTE to below zero point four (0.4) FTE or goes Casual, or when annual regular earnings fall below thirty percent (30%) of the Yearly Maximum Pensionable Earnings (YMPE).

29.07 Participating employees can elect to continue participation during periods of LTD, Sick leave, and Maternity/Parental leaves of absence up to one year. Contributions will be based upon the employee's FTE/earnings prior to the leave.

29.08 The pension plan is governed by a Pension Advisory Committee (PAC) which is comprised of representatives of CLS and representatives from HSAA. There may also be representation from other employee groups.

ARTICLE 30 - LEAVES OF ABSENCE

30.01 General Policies Covering Leaves of Absence

- (a) An application for leave of absence will be made with a minimum fourteen (14) calendar days' notice where possible, in writing, to CLS in order for CLS to arrange for a replacement, unless a review of operational needs indicates no need to replace. The application will indicate the desired dates for departure and return from the leave of absence. Where approval is denied, reasons will be given.
- (b) Except for maternity leaves, where an Employee is granted a leave of absence of more than thirty (30) calendar days duration, and the Employee is covered by any or all of the benefit plans specified in this agreement, the Employee may, subject to the Insurer's requirements, make prior arrangements for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, or LTD, benefit plan premium payments will be administered in the same fashion as an Employee absent due to illness.
- (d) In the case of a leave of absence or a deemed leave of absence, an Employee will accrue sick leave and vacation credits for thirty (30) calendar days. An Employee's increment date will be adjusted by the same amount of time as the leave of absence and the new increment date will prevail after that.

30.02 General Leave

Leave of absence without pay may be granted to an employee at the discretion of CLS. When requesting a leave of absence, employees will provide written reasons regarding their need for this leave. The employee will not work for gain during a leave of absence except with the express consent of CLS. Where approval is denied, CLS will respond in writing and reasons will be given. Benefit coverage may be retained if paid as in Article 30.01 (b), however, pension and RRSP contributions will be suspended.

CLS will respond in writing within seven (7) calendar days' of the request for any general leave of absence in excess of four (4) weeks and reasons shall be given.

- (a) The existence of vacation and/or banked overtime may be a consideration in granting a general leave.

30.03 **Special Leave**

Each calendar year, each regular or temporary full-time employee shall be entitled to up to three (3) Special Leave days (23.25 hours) without loss of pay, as either family leave, or pressing necessity leave. Regular or temporary part-time employees shall receive special leave prorated based on their FTE.

(a) **Family Leave**

Family leave is intended to provide Employees with a way of attending to the health needs of members of their immediate family. For the purposes of this article immediate families shall include same sex partners.

It is for use when the Employee's attendance is necessary and they are unable to change the time when they need to be in attendance. Employees are required to provide CLS with notification of leave requirements as early as possible after determining the need.

CLS will not unreasonably deny other forms of leave when it is asked, to allow the Employee to attend to the health needs of members of their immediate family.

(b) **Pressing Necessity Leave**

A pressing necessity is a sudden or unusual circumstance that could not, by the exercise of reasonable judgment, have been foreseen by the Employee and which requires the Employee's immediate attention or makes the Employee's attendance at work impossible. This may include sudden or unusual circumstances involving a need to attend to members of their immediate family, or a critical situation with respect to her property.

- (c) An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave.
- (d) Where there are issues of confidentiality involving requests for Special Leave, such requests for approval may be obtained through appropriate Human resources Department personnel.

30.04 **Wellness Day**

Each calendar year. Each regular or temporary fulltime Employee shall be entitled to one (1) Wellness day (7.75 hours) without loss of pay. The Wellness day will be scheduled at a time mutually agreed upon between CLS and the Employee. Regular or temporary part-time Employees shall receive wellness leave prorated based on their FTE.

30.05 **Educational Leave**

- (a) The Union and CLS recognize the value of continuing education for each Employee and recognize that:
 - (i) continuing education is necessary with technological change; and
 - (ii) the responsibility for such continuing education lies not only with the individual but also with CLS.
- (b) Paid leave of absences or reasonable expenses, or both, may be granted to Employees at the discretion of CLS to enable Employees to participate in education programs.
- (c) Should CLS direct an Employee to participate in a specific program, such Employee will be compensated in accordance with the following:
 - (i) for program attendance on regularly scheduled working days, the Employee will suffer no loss of regular earnings;
 - (ii) for program attendance on a regularly scheduled days off, the Employee will be paid at her basic rate of pay for the actual time of attendance to a maximum of seven and three-quarter (7 ³/₄) hours per day;
 - (iii) CLS will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.
- (d) For the purpose of qualifying for a wage increment, an Employee granted educational leave will be deemed to remain in the continuous service of CLS for the first eighteen (18) calendar months only of such period of leave. In the event the duration of educational leave continues for a period in excess of eighteen (18) months, an Employee's anniversary date for wage increment purposes will be delayed by the amount of time that said leave exceeds eighteen (18) months, and the newly established anniversary date will prevail after that.

- (e) An Employee absent on approved education leave will be reinstated by CLS in the same position and classification held by her immediately prior to taking such leave or be provided with alternate work of a comparable nature.

30.06 **Bereavement Leave**

- (a) Bereavement leave with pay of:
 - (i) five (5) consecutive working days will be granted in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as spouse, parent, child, brother, sister, grandparent, grandchild, fiancée. Step-parent, step-children, step-brother and step-sister will be considered as members of the Employee's immediate family. "Spouse" will include common-law or same sex relationship and will be deemed to mean a man or woman who resided with the Employee and who was held out publicly as her spouse for a period of at least one (1) year before the death.
 - (ii) three (3) consecutive working days will be granted in the event of the death of the following members of the Employee's family (i.e. mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandparent-in-law and step grandparent).
- (b) Bereavement leave will be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.
- (c) Where special circumstances exist, an Employee may request that bereavement leave be divided into two (2) periods, notwithstanding the requirements in Clause 30.05 (a) and for consecutive bereavement days. Such a request is subject to the approval of CLS. In no circumstances will an Employee be eligible for more days off with pay than she would have been eligible to receive had the bereavement leave been taken in one (1) undivided period.
- (d) In the event of the death of another relative or friend CLS may grant time off with pay to attend the funeral service.

- (e) Should an employee require bereavement leave while on vacation, the employee shall be considered to be on bereavement leave for such period of time subject to the provisions of Article 30.05. Vacation time not taken as a result of such bereavement leave shall be considered as vacation days not taken and rescheduled to a later date. Employees may be required to provide satisfactory proof for the leave.

30.07 **Maternity Leave**

- (a) An Employee who has completed her probationary period will, upon her written request, be granted maternity and parental leave. Maternity leave may become effective any time during the twelve (12) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commence maternity leave no later than the date of delivery. When an employee requests maternity leave she must give written notice to the employer if she also intends to take parental leave.
- (b) Maternity and Parental leave will be without pay and benefits except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI Maternity Plan Benefits, SUB, or LTD.
- (c) Maternity and Parental leave will not exceed twelve (12) months unless an extension is granted by CLS. Request for an extension due to ill health of the mother or the child or for other maternal reasons will not be unreasonably denied. Such an extension will not exceed an additional six (6) months. Participation in the benefit plan cannot exceed twelve (12) months.
- (d) A pregnant Employee whose continued employment in her position, in the written opinion of her physician, may be hazardous to herself or to her unborn child, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request maternity leave if the Employee is eligible for such leave. In the event that such maternity leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than twelve (12) months, the Employee may request general leave without pay.
- (e) An Employee absent on parental leave will provide CLS with six (6) weeks' written advance notice of her readiness to return to work following which CLS will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the wage scale or provide her with alternate work of a comparable nature at not less than the same step in the wage scale and other benefits that accrued to her up to the date she commenced the leave.

- (f) An employee must take at least six (6) weeks of maternity leave after the birth of her child, unless CLS agrees to an early resumption of employment and the employee provides a medical certificate indicating that resumption of work will not endanger her health.

30.08 **Parent-to-Be**

- (a) Parent-to-be leave of at least three (3) working days with pay will be granted upon the written request of an employee to enable such employee to attend to matters directly related to the birth of the child.
- (b) A parent-to-be who has completed the probationary period will, upon written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be agreed between the employee and CLS. Such leave will be without pay and will not exceed twelve (12) months. Group benefit coverage may continue for up to twelve (12) months provided the employee pays both the employee and employer portions of the benefit premium costs.

30.09 **Adoptive Parent Leave**

- (a) An Employee who has completed the probationary period will be granted leave of absence without pay and benefits for a period of up to twelve (12) months in duration for the purpose of adopting a child provided that:
 - (i) she makes written request for such leave at the time the application for adoption is approved and keeps CLS advised of the status of such application; and
 - (ii) she provides CLS with at least one (1) day's notice that such leave is to commence.
- (b) An Employee absent on adoptive parent leave will provide CLS with six (6) weeks' written notice or readiness to return to work following which CLS will reinstate her in the same position held immediately prior to taking such leave or provide her with alternate work of a comparable nature at not less than the same step in the wage scale and with other benefits accrued to her at the date the leave commenced.
- (c) Group benefit coverage may continue for up to twelve (12) months provided the employee pays both the employee and employer portions of the benefit premium costs.

30.10 **Court Appearance**

- (a) An employee required to appear in Court as a member of a jury, or as a witness in matters arising out of her employment with CLS will be paid:

- (i) her regular earnings for an appearance on the date of a scheduled shift; or
 - (ii) at her basic rate of pay for the hours of attendance for an appearance on the date of a scheduled day of rest.
- (b) In addition, for an appearance on the date of a scheduled day of rest, an employee will be granted an alternate day of rest to be scheduled by CLS.

This rescheduling is not subject to the scheduling provisions of this agreement.

- (c) When an employee is scheduled to work on an evening or night shift on the day of attendance at Court, she will be granted a leave of absence for the scheduled shift and be paid her regular earnings for the shift.
- (d) When an employee is required by law to attend Court for matters arising outside her employment, then she will be granted a leave of absence without pay.
- (e) Any monies received by the employee from the Court shall be given to CLS.

30.11 Leave for Public Office

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay so that an employee may be a candidate in federal, provincial or municipal elections.
- (b) Employees who successfully attain public office shall be granted a further leave of absence without pay to permit them to fulfill the duties of that office.
- (c) An Employee who has been on public office leave shall be reinstated by the Employer in the same position and classification held by her immediately prior to taking such leave or be provided with alternate work of a comparable nature.

30.12 Compassionate Care Leave

- (a) Leave of absence without pay will be provided to an employee to provide compassionate care to a member of their family (as per Federal Government Legislation and CLS Policy).

- (b) Employees may request a further four (4) month Leave of Absence without pay to provide compassionate care for a member of their immediate family. Immediate family will be defined as per the bereavement article. Benefit coverage may be retained if paid as in Article 30.01, however, pension and RRSP contributions will be suspended.

ARTICLE 31 - IN-SERVICE PROGRAMS

- 31.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees 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 compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

ARTICLE 32 - TECHNOLOGICAL CHANGE

32.01 Technological Change - Definition

In this Article "technological change" means any change in:

- (a) the introduction of equipment, material or processes different in nature, or type from that previously utilized.
- (b) in work methods, operations or processes affecting one or more Employees.

32.02 Technological Change - Advance Notice

When the Employer is considering the introduction of technological change:

- (a) The Employer agrees to notify the Union as far as possible in advance of their intentions and to update the information provided as new developments arise and modifications are made;
- (b) The foregoing notwithstanding, the Employer shall provide the Union, at least sixty (60) days before the introduction of a technological change, with a detailed description of the project it intends to carry out disclosing all foreseeable effects and repercussions on Employees.

32.03 Technological Change - Data to be Provided

The notice mentioned in this article shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type and location of Employees likely to be affected by the change;
- (d) the effects the change may be expected to have on Employee's working conditions and terms of employment.

32.04 Technological Change - Transfer Arrangements

An Employee who is rendered redundant or displaced from her job as a result of technological change shall be given an opportunity to fill any vacancy for which she has seniority and in which she is able to perform the work. If there is no vacancy, she shall have the right to access the Lay-off and Recall provisions as per Article 14.

32.05 Technological Change - Training Benefits

Where new or greater skills are required than are already possessed by affected Employees under the present methods of operations, such Employee shall, at the expense of the Employer, be given a reasonable period of time during which they may perfect or acquire the skills necessitated by the new method of operation.

32.06 Technological Change - Training Period

Training authorized by the Employer shall be given during the hours of work whenever possible. Any time devoted to training due to technological change shall be considered as time worked.

ARTICLE 33 - DISCIPLINE AND DISMISSAL

33.01 When CLS decides it must meet with an employee for the purposes of investigating, or issuing discipline to an employee, it will, as circumstances permit, schedule a meeting with the employee and give at least twenty-four (24) hours advance notice of the meeting. The Employer shall advise the Employee of the nature of the investigation and of the availability of Union representation at such meetings. The employee shall be accompanied by a representative of HSAA at such meetings unless the Employee waives this right.

- 33.02 When CLS takes disciplinary action against an Employee, that Employee shall be informed in writing as soon as reasonably possible as to the reason(s) for such action.
- 33.03 An Employee who has been subject to disciplinary action may after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that her official Personnel File in the Human Resources Department be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of disciplinary action during that eighteen (18) month period of which the Employee is aware. CLS will confirm in writing to the Employee that such action has been effected. During the eighteen (18) month period, the Employee may request consideration be given to an early removal of the disciplinary action record, provided no further disciplinary action has occurred, CLS will give such a request consideration.
- 33.04 (a) CLS agrees that access to an Employee's Personnel File in the Human Resources Department shall be provided to the Employee, upon written request, once in every year.
- (b) Upon written request, an Employee shall be permitted to review her Personnel File in the Human Resources Department in the event of a difference or grievance. The Employee shall be given a copy of any documents in such a file pertinent to the difference or grievance. She may request a representative of the Union to be present at such time.
- 33.05 Any Employee who is to be disciplined, shall be notified of her right to have a HSAA Representative present at the disciplinary hearing.

The sole right of CLS to:

- (a) take action required to maintain order and protection of property; shall not be restricted.

It is the sole responsibility of the Employee and the Union to arrange the attendance of such HSAA Representative. If an Employee requests, she will be allowed a reasonable period of time to arrange the attendance of a HSAA Representative. When it becomes necessary for a HSAA Representative to leave her job for this purpose she will give her Supervisor as much advance notice as possible. Arrangements will be made by the Supervisor to permit the HSAA Representative to leave her job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon approval of the Department Supervisor or authorized alternate, such approval shall not be unreasonably withheld.

- 33.06 An Employee who is the subject of an investigation regarding her alleged misconduct shall not suffer any loss of regular earnings during such investigation.
- 33.07 Except for the dismissal of an employee serving a probationary period, there shall be no dismissal or discipline of Employees except for just cause. This decision must be made in good faith and not arbitrary in nature.

ARTICLE 34 - TERMINATION

- 34.01 If the required notice of termination is given, an employee who voluntarily leaves the employ of CLS will receive any unpaid wages, vacation pay and any accumulated Named Holiday pay (including the Floater Holiday) within three (3) calendar days of her termination.
- 34.02 If the required notice of termination is given, an exit interview will be offered.

ARTICLE 35 - GRIEVANCE PROCEDURE

35.01 Communication

- (a) Any notice or advice which the CLS or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the designated Labour Relations Officer, Calgary office.
- (b) For the purpose of Article 35 time periods specified shall not include Saturdays, Sundays, or Named Holidays.

35.02 Policy Grievance

In the event that a difference arises between CLS and the Union regarding the interpretation, application, operation, contravention or any alleged contravention of this Collective Agreement, including any question as to whether the difference can be subject to adjudication, if not resolved through discussion between the Parties, either Party may within twenty (20) days of the act causing the difference or within twenty (20) days of the time when the Union first became aware that a difference had occurred refer the difference for resolution by adjudication pursuant to Step IV of Article 35.

35.03 **Individual Grievance**

The grievance procedure as outlined in the following Article shall not preclude the parties from utilizing a mediation process as a means of resolving conflict. The mediation process may be introduced at any step in the grievance procedure. Should the mediation process be unsuccessful, the parties may return to the grievance procedure at the step in which they were at prior to attempting the mediation.

If a difference arises between CLS and one (1) or more of its Employee(s) regarding the interpretation, application, operation, alleged violation of this Collective Agreement or disciplinary action, including any question as to whether the difference can be subject to arbitration, the following sequence of steps shall be followed:

Step I

Where a difference allegedly has occurred, the Employee shall discuss the matter with her Departmental Supervisor who is not within the scope of this Collective Agreement with a view to resolving it. An Employee shall have the right to have a HSAA Representative present during the discussions at this step.

Step II

If the difference is not resolved in Step I, it becomes a grievance provided that it is reduced to writing specifying the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based and the redress sought and is submitted to the Division Manager (and copied to Human Resources) or her authorized alternate within ten (10) days from the date of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance allegedly had occurred. The decision of the Division Manager or her authorized alternate will be issued to the Employee, in writing, within ten (10) days of receipt of the written grievance. The HSAA Representative shall also be issued a copy of the decision within these time limits.

Step III

If the grievance is not resolved in Step II, the grievance shall be submitted in the same form as in Step II, namely in writing specifying the nature of the grievance, The Article or Articles of this Collective Agreement upon which the grievance is based and the redress sought, to the Vice-President of Operations, or her authorized alternate, within ten (10) days from the date of the decision by the Division Manager or her authorized alternate. The Vice-President of Operations or her authorized alternate shall issue her decision in writing to the Employee and a copy to the Local within ten (10) days of receipt of the grievance. The HSAA Representative shall also be issued a copy of the decision within these time limits.

Mediation

- (a) If the grievance is not settled within ten (10) days of receipt of the Employer's decision at any step of the grievance, the matter may be referred, by agreement of the Parties, to a Mediator for a final attempt at resolving the outstanding issues prior to referring the grievance to Step IV.
- (b) The Employer and the Union will agree upon a Mediator who is available and capable of meeting with the Parties within one (1) month of her appointment.

Step IV

- (a) If the grievance is not resolved in Step III either Party may within fifteen (15) days from the date the decision by the Vice-President of Operations or her authorized alternate was issued and provided the grievance has been properly processed according to the provisions required by the grievance procedure, notify the other Party in writing of its desire to submit the grievance to arbitration and the notice shall specify the nature of the grievance, the Article or Articles of this Collective Agreement upon which the grievance is based and the redress sought and the name of the first Party's appointee to an arbitration board or indicate the desire to have the matter heard by a sole arbitrator. The recipient of the notice shall within ten (10) days inform the other Party of the name of its appointee to the arbitration board or indicate their agreement to a sole arbitrator. The two appointees so selected shall within ten (10) days of their appointment of the second of them, appoint a third person who shall be the chair.
- (b) If the two members fail to appoint a third member within ten (10) days after the day on which the last of the two members is appointed, a third member who shall be chair shall be appointed pursuant to the appropriate Act.

- (c) The hearing will be held as soon as possible but under no circumstances beyond ninety (90) days of the appointment unless otherwise directed by the Parties.
- (d) The arbitration board shall hear and determine the difference and shall issue an award in writing within sixty (60) days of the close of hearing and the decision is final and binding upon the Parties and upon any Employee affected by it. The award of a majority is the award of the arbitration board, but if there is no majority the decision of the chair governs and shall be deemed to be the award of the board.

Expedited Arbitration

In that economic hardship to an Employee who is dismissed is minimized to the greatest possible extent by the fastest possible resolution of any grievance arising out of such dismissal, both Parties agree that either side may, in the case of a dismissal, waive the normal grievance procedure and the matter shall be processed to arbitration by a sole arbitrator in the following matter. Other grievances may also be dealt with in this manner by agreement of the Parties.

Unless unavoidably delayed, or delayed by agreement of the Parties to this agreement and of the arbitrator, any hearings required with respect to such dismissal shall be held within thirty (30) working days following selection of the arbitrator. Selection of the arbitrator by the Parties shall be concluded within two (2) calendar weeks of the date of dismissal. Selection shall be made by the process of elimination from a panel of five (5) arbitrators. The first Party to strike a name from the panel will be selected by lot. Thereafter the Parties shall alternately strike names until only one arbitrator remains, and that arbitrator shall be the arbitrator selected to decide the case. Following conclusion of any and all hearings which may be required, the arbitrator shall be required to render her decision in writing, giving her reasons in support thereof, within a two (2) calendar week period from the date of the final hearing.

It is agreed that this procedure shall only apply to cases of disciplinary dismissal unless otherwise agreed by the parties. Both Parties agree to make every reasonable effort to process grievances with respect to dismissals other than disciplinary dismissals as rapidly as possible.

The provisions of this article do not bar an Employee from presenting a complaint to the Employer, but any resolution of the complaint shall not violate this agreement, and may be subject by either Party hereto to review and correction through this article.

Each Party to the difference shall bear the expense of its respective appointee to the arbitration board and the two parties shall bear equally the expenses of the chair and/or mediator.

The arbitration board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

- 35.04 (a) In the event an Employee alleges that she has been disciplined without just cause, she may commence her grievance at Step II.
- (b) In the event an Employee alleges that she has been dismissed without just cause, she may commence her grievance at Step III.
- 35.05 (a) In the event that the designated CLS representative fails to respond to the grievance at any step of this grievance procedure, the grievance may be forwarded to the next step within ten (10) days of the expiration of the time allowed for the Employer's response.
- (b) In the event that a grievance is not advanced by the Employee to the next step of the grievance procedure before the expiration of the time provided for doing so, the grievance shall be deemed to be abandoned or resolved unless the Parties have mutually agreed in writing to extend the time limits.
- 35.06 The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and CLS.
- 35.07 In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

ARTICLE 36 - ENVIRONMENTAL HEALTH AND SAFETY

- 36.01 The Union shall select one (1) member and one (1) alternate to serve on the CLS Environmental Health and Safety Committee.
- 36.02 Time spent in meetings of this Committee during an Employee's scheduled working hours shall be considered time worked and the Basic Rate of Pay will be paid to such Employees.
- 36.03 In accordance with its terms of reference, the Committee shall make recommendations to CLS regarding the improvement of health and safety practices, inclusive of worksite ergonomics.

ARTICLE 37 - EMPLOYEE MANAGEMENT ADVISORY COMMITTEE

- 37.01 CLS and the Union agree that there shall be an Employee Management Advisory Committee.
- 37.02 The representatives of CLS on EMAC shall be those persons or alternates employed and designated by CLS from time to time.

- 37.03 The representatives of the Union on EMAC shall be those persons or alternates employed and designated by the Union from time to time.
- 37.04 The Parties agree that the representatives of CLS and the Union on EMAC should be the persons in authority whose membership should be as constant as reasonably possible with alteration or substitution as required.
- 37.05 The Chair of EMAC shall be the senior representative of CLS and the Vice-Chair shall be the senior representative of the Union.

ARTICLE 38 - PRINTING OF COLLECTIVE AGREEMENT

- 38.01 CLS will provide a copy of the Collective Agreement to each new Employee upon appointment.
- 38.02 The parties to this Collective Agreement will equally share the costs for printing of this Collective Agreement.

LETTER OF UNDERSTANDING #1

BETWEEN

**CALGARY LABORATORY SERVICES (CLS)
(Office and Clerical)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Association)**

RE: THIRD PARTY LIABILITY CLAIMS

The parties hereby agree as follows:

The Employer acknowledges the principle of vicarious liability and any other rights conferred under any law of Canada or Alberta with respect to responsibility for Employees acting reasonably and without negligence while carrying out the duties of their employment. The limit of the Employer's liability will be to the maximum of the liability insurance carried by the Employer.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE
ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #2

BETWEEN

**CALGARY LABORATORY SERVICES (CLS)
(Office and Clerical)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Association)**

RE: JOINT COMMITTEE

The Parties recognize the value of joint discussions on issues of mutual concern. Where it is the intent of the parties to create a CLS/HSAA forum for this purpose, the Parties agree as follows:

1. The Joint Committee will be comprised of CLS and HSAA Representatives.
2. The Parties will meet quarterly or as otherwise mutually agreed.
3. The purpose of the Joint Committee will be to:
 - a) exchange information;
 - b) engage in discussions; and
 - c) make recommendations to their respective principals on matters discussed by the committee.
4. The parties agree to meet within ninety (90) days of ratification of the Collective Agreement to discuss topics of mutual interest.
5. The Joint Committee shall establish Terms of Reference outlining the purpose of the Committee, its key functions, Committee membership, and the reporting relationships for each of the Parties. The committee shall determine the issues to be addressed.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE
ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #3

BETWEEN

**CALGARY LABORATORY SERVICES (CLS)
(Office and Clerical)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Association)**

RE: RETROACTIVE PAY FOR FORMER EMPLOYEES

All former Office and Clerical Employees of CLS who have voluntarily resigned from CLS and who wish to apply for retroactive pay shall be entitled to the retroactive negotiated salary increases provided they submit a written request for same to the Employer within ninety (90) calendar days of the ratification of this Collective Agreement.

The Parties agree that the provision of this Letter of Understanding will also apply to the estate of deceased Employees.

This Letter of Understanding shall expire ninety (90) calendar days from the date of ratification of this Collective Agreement.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE
ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #4

BETWEEN

**CALGARY LABORATORY SERVICES (CLS)
(Office and Clerical)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Association)**

RE: PROFESSIONAL DEVELOPMENT AND WELLNESS ACCOUNT
FOR CASUAL EMPLOYEES

In an effort to recognize that CLS' casual staff, the Employer will provide professional development and wellness funds to eligible employees. Casual employees who accumulate a minimum of four hundred and sixty-five (465) hours worked per calendar year will receive two hundred dollars (\$ 200.00) per year for Professional Development and four hundred dollars (\$ 400.00) per year paid as a lump sum payment. Eligibility for each year will be based on the previous calendar years' hours worked and will be effective January 1 of the following year.

This Letter of Understanding shall expire upon ratification of a new Collective Agreement.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE
ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #5

BETWEEN

**CALGARY LABORATORY SERVICES (CLS)
(Office and Clerical)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Association)**

RE: FLEXIBLE SPENDING ACCOUNT

1. Establishment of Flexible Spending Account (FSA)

The Employer agrees to establish a FSA effective January 1, 2009. Such account replaces the provisions of Article 27.12 (Health Spending Account) effective December 31, 2008.

2. Eligibility

- (a) A FSA shall be implemented for all employees eligible for benefits in accordance with Article 27.01
- (b) A regular employee who is employed in more than one position with the Employer will receive one (1) FSA based upon the combined total of their full-time equivalencies (FTE's).

3. Calculation

The FSA will be calculated as follows:

- (a) one thousand two hundred and fifty dollars (\$1250) to be allocated to each eligible employee; plus
- (b) one thousand five hundred dollars (\$1500) to be allocated to each eligible full-time employee, prorated for each eligible part-time or temporary employee based on their FTE as of November 1st (eligibility date) of each year.

4. **Utilization**

The FSA may be used for the following purposes:

- (a) Lump sum payout to cover the cost (s) of other expenses associated with professional development, professional registration and voluntary association fees related to the employee's discipline, wellness and family care including daycare and elder care.

Employees on an unpaid leave of absence will be required to make a formal request to CLS in writing to receive the lump sum payout during their unpaid leave of absence. If a request is not made, the employee will receive the payout upon return from their leave of absence.

- (b) 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 27.05(f) and 27.05(g) of the Collective Agreement.
- (c) Contribution to a Registered Retirement Savings Plan administered by the Employer.

5. **Allocation**

- (a) By December 1 (allocation date) of each year, employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an employee's Health Spending Account (HSA) as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Employees who are laid off after January 1st in the year in which the funds are available shall maintain access to the fund for the balance of that calendar year while on layoff.
- (d) Employees who are on an approved leave of absence 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.

6. **Implementation**

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

- (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Association.
 - (c) The FSA shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.
7. An employee who terminates employment voluntarily and who, within six (6) months of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have her FSA maintained.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE
ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #6

BETWEEN

**CALGARY LABORATORY SERVICES (CLS)
(Office and Clerical)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Association)**

RE: INTERNAL STAFF TRANSFERS

The parties acknowledge that staff members who are the successful candidate on a job competition should be released in a timely fashion to their new position.

Whenever possible, the transfer date will occur within six (6) weeks of the closing of the competition. If there is a delay in transferring an employee longer than the six (6) weeks, the supervisor will contact their HR representative to discuss the rationale that prohibits a release. The HR representative will contact HSAA to discuss the concerns as well as review potential options. If the delay is greater than six (6) weeks, the four hundred sixty five (465) hour clock begins at the 6 week plus one (1) day mark and those hours accumulated will apply towards their four hundred sixty five (465) hours in accordance with Article 13.05.

In order to ensure the transfer of employee(s) transpires as soon as possible, staffing alternatives such as the use of casuals, part time employees, hiring of externals, and any other possible solutions will be taken into consideration.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE
ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #7

BETWEEN

**CALGARY LABORATORY SERVICES (CLS)
(Office and Clerical)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Association)**

RE: CHANGES TO VACATION PROCESS

The parties hereby agree to meet prior to the expiration of this Collective Agreement to discuss possible changes to the vacation process.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE
ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #8

BETWEEN

**CALGARY LABORATORY SERVICES (CLS)
(Office and Clerical)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Association)**

RE: ONE TIME LUMP SUM PAYMENT FOR 2015

- (a) Regular and Temporary Full-Time Employees shall receive a onetime payment of \$1,000.00.
- (b) For Part-Time and Casual Employees, the \$1,000.00 amount is to be prorated based on the proportion of their regular hours actually worked between January 1, 2014 and December 31, 2014 to full-time hours of work, to a maximum of \$1,000.00.
- (c) "Regular hours actually worked" includes:
 - (1) Leave of absence for Union business
 - (2) Other leaves of absence of one month or less
 - (3) Absences while receiving Workers' Compensation, and
 - (4) Educational leave up to twenty four (24) months
- (d) The Employee's status shall be based on their status on the date of ratification.
- (e) All amounts are subject to applicable deductions.
- (f) Such lump sum payments shall not be pensionable.
- (g) The Employer shall pay the lump sum within ninety (90) days of the ratification of the collective agreement.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE
ASSOCIATION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #9

BETWEEN

**CALGARY LABORATORY SERVICES (CLS)
(Office and Clerical)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Association)**

RE: ONE TIME LUMP SUM PAYMENT FOR 2016

- (a) Regular and Temporary Full-Time Employees shall receive a onetime payment of \$1,000.00.
- (b) For Part-Time and Casual Employees, the \$1,000.00 amount is to be prorated based on the proportion of their regular hours actually worked between January 1, 2015 and December 31, 2015 to full-time hours of work, to a maximum of \$1,000.00.
- (c) "Regular hours actually worked" includes:
 - (1) Leave of absence for Union business
 - (2) Other leaves of absence of one month or less
 - (3) Absences while receiving Workers' Compensation, and
 - (4) Educational leave up to twenty four (24) months
- (d) The Employer shall pay the lump sum within ninety (90) days of the ratification of the collective agreement.
- (e) All amounts are subject to applicable deductions.
- (f) Such lump sum payments shall not be pensionable.
- (g) Employees who commence employment or change her or his employment category within one of the defined qualifying periods shall have their entitlement prorated.
- (h) Employees terminating employment shall be entitled to the lump sum payment prorated for the period up to and including the date of termination.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE
ASSOCIATION

DATE: _____

DATE: _____

SALARY SCHEDULE

Medical Transcriptionist					
	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 2014	\$ 24.84	\$ 26.10	\$ 27.39	\$ 28.77	\$ 29.65
January 1, 2015 (1.0%)	\$ 25.09	\$ 26.36	\$ 27.66	\$ 29.06	\$ 29.95
January 1, 2016 (1.25%)	\$ 25.40	\$ 26.69	\$ 28.01	\$ 29.42	\$ 30.32
January 1, 2017 (2.0%)	\$ 25.91	\$ 27.22	\$ 28.57	\$ 30.01	\$ 30.93

Administrative Support III (Secretary II)					
	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 2014	\$ 23.32	\$ 24.26	\$ 25.21	\$ 26.22	\$ 26.76
January 1, 2015 (1.0%)	\$ 23.55	\$ 24.50	\$ 25.46	\$ 26.48	\$ 27.03
January 1, 2016 (1.25%)	\$ 23.84	\$ 24.81	\$ 25.78	\$ 26.81	\$ 27.37
January 1, 2017 (2.0%)	\$ 24.32	\$ 25.31	\$ 26.30	\$ 27.35	\$ 27.92

Administrative Support II (Secretary I / Clerk II)					
	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 2014	\$ 22.05	\$ 22.94	\$ 23.88	\$ 24.82	\$ 25.34
January 1, 2015 (1.0%)	\$ 22.27	\$ 23.17	\$ 24.12	\$ 25.07	\$ 25.59
January 1, 2016 (1.25%)	\$ 22.55	\$ 23.46	\$ 24.42	\$ 25.38	\$ 25.91
January 1, 2017 (2.0%)	\$ 23.00	\$ 23.93	\$ 24.91	\$ 25.89	\$ 26.43

Administrative Support I (Clerk I)					
	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 2014	\$ 20.00	\$ 20.82	\$ 21.63	\$ 22.52	\$ 22.96
January 1, 2015 (1.0%)	\$ 20.20	\$ 21.03	\$ 21.85	\$ 22.75	\$ 23.19
January 1, 2016 (1.25%)	\$ 20.45	\$ 21.29	\$ 22.12	\$ 23.03	\$ 23.48
January 1, 2017 (2.0%)	\$ 20.86	\$ 21.72	\$ 22.56	\$ 23.49	\$ 23.95