

**ARTICLES OF
A COLLECTIVE AGREEMENT
BINDING
MEDICINE HAT DIAGNOSTIC LABORATORY
AND
THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA
FOR THE PERIOD
December 14, 2015 to March 31, 2017**

THIS COLLECTIVE AGREEMENT made this 13 day of November A.D. 2015

BETWEEN

**Medicine Hat Diagnostic Laboratory
(hereinafter referred to as the "Employer")**

OF THE FIRST PART

- and -

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
ALL EMPLOYEE BARGAINING UNIT
(hereinafter called the "Union")**

OF THE SECOND PART

PREAMBLE

WHEREAS the Parties acknowledge that their primary purpose is to provide efficient, health services and believe this purpose can be achieved most readily when harmonious relationships exist between the Employer and its Employees,

AND WHEREAS the Parties recognize that a positive work environment raises the level of job satisfaction for employees which directly impacts the quality of patient /client care, the Parties shall endeavor to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES that the Parties hereto in consideration of the covenants herein contained agree with each other as follows:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Health Sciences Association of Alberta and Medicine Hat Diagnostic Laboratory exchange notice of ratification by their principals of this Collective Agreement, up to and including the 31st day of March, 2017, and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.

1.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed or until strike or lockout commences under Division 13 of the Alberta Labour Relations Code.

ARTICLE 2: DEFINITIONS

In this Collective Agreement:

- 2.01 “Code” means The Labour Relations Code as amended from time to time.
- 2.02 “Arbitration” shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 “Union” means the Health Sciences Association of Alberta.
- 2.04 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix, but exclusive of all other allowances and premium payments.
- 2.05 “Employee” means any person employed in the bargaining unit referred to in Article 4.01. It shall further include any person employed in any new classification added to the bargaining unit in the future.
- 2.06 All Employees will be designated as follows:
- (a) “Regular Employee” is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) “full-time Employee” is a regular Employee who works the full specified hours in the Hours of Work Article of this Collective Agreement.
 - (ii) “part-time Employee” is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.
 - (b) “Casual Employee” is a person who:
 - (i) works on a call-in basis and is not regularly scheduled; or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (iii) relieves for an absence the duration of which is three (3) months or less.

- (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months and less than 15 (fifteen) months; or
 - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a full-time or part-time Employee who is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.
 - (iv) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

2.07 "Site" means the building or series of proximate buildings established by the Employer as a designated work location for Employees.

2.08 "Shift" means a daily tour of duty exclusive of overtime hours.

2.09 "Month" is the period of time between the date in one month and the preceding date in the following month.

2.10 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.

3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) maintain order, discipline and efficiency;
- (b) make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;

- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (d) hire, promote, transfer, layoff and recall;
- (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 4: RECOGNITION AND UNION BUSINESS

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees employed at all Medicine Hat Diagnostic Laboratory locations, save and except Management.
- 4.02 No Employee shall be required or permitted to make any verbal or written agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Manager of the Employer and the Union with a copy to the Chair of the Local Unit.
- 4.04 An Employee shall not engage in Union business during her working hours without prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Union may be permitted on the Employer's premises for the purpose of transacting Union business provided prior permission to do so has been granted by the Employer.
- 4.06 A representative of the Union shall have the right to meet with members as required, provided such meetings do not interfere with operational efficiencies and prior management approval is obtained.
- 4.07 The name of a Union representative shall be supplied in writing to the Employer before she is recognized as a Union representative. A representative of the Union shall be entitled to leave work to carry out her functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the manager. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.
- 4.08 The Employer agrees that the Union may spend thirty (30) paid minutes with a new hire for the purpose of orientation to the Union structure, and explaining the rights, responsibilities and benefits under the Collective Agreement. The Employer shall notify the Union of any new

hires.

- 4.09 Subject to operational requirements, time off granted in accordance with Article 30.07 shall be with pay, and the Union agrees to reimburse the Employer for the total cost of the absence plus a fifteen (15) percent administration fee.

ARTICLE 5: DUES DEDUCTION AND UNION MEMBERSHIP

- 5.01 Membership in the Union is voluntary.
- 5.02 (a) Notwithstanding the provisions of Article 5.01, the Employer will deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as specified by the Union, provided the deduction formula is compatible with the accounting system of the Employer. Such deductions shall be forwarded to the Union, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list showing the name and classification and category [regular, temporary, casual (including Employees on recall)] of the Employees from whom deductions have been taken and the amount of the deductions and gross earnings of each Employee. Such list shall indicate newly hired and terminated Employees, and, where the existing computer system is capable, status of Employees, the increment level, Employees reclassified, promoted or transferred outside the scope of this Collective Agreement, and address of Employees.
- (b) For the purposes of this article, "gross earnings" shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.
- 5.03 Dues will be deducted from an Employee during sick leave with pay and during a leave of absence with pay.
- 5.04 The Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted.
- 5.05 The Employer will record the amount of Union dues deducted on the T4 forms issued to an Employee for income tax purposes.
- 5.06 The Union shall give not less than thirty (30) days notice of a Special Assessment deduction.
- 5.07 Where possible, an electronic copy of monthly dues that are outlined in Article 5.02 above shall be supplied to the Union.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall 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, age, physical disability, mental disability, nor by reason of membership or non-membership or lawful activity in the Union, nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 7: NO STRIKE OR LOCKOUT

- 7.01 There shall be no strike, lockout or slowdown during the life of this Collective Agreement.
- 7.02 If an Employee engages in a strike, slowdown, stoppage of work, picketing of the Employer's premises or refusal to perform work, during the life of this Collective Agreement, the Union shall instruct her to return to work immediately and perform her duties faithfully and resort to the grievance procedure established herein for the settlement of any difference or grievance. If the Employee does not return immediately, she shall be deemed to have terminated her employment.

ARTICLE 8: BULLETIN BOARDS

- 8.01 The Employer shall provide a bulletin board to be placed in a reasonably accessible location for the exclusive use of the Union. In addition, and where requested by the Union, space may be provided on other existing bulletin boards.

The Union may post, on such bulletin boards, notices of meetings and other notices which may be of interest to Employees.

The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.

ARTICLE 9: PROBATIONARY PERIOD

- 9.01 A newly hired regular or temporary Employee shall serve a probationary period of five hundred, three and three-quarter hours (503 ¾) worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced.
- 9.02 The Employer shall review employees monthly during the probationary period. At least one of the reviews shall be in written format and will notify the Employee of any deficiencies and

provide the Employee with an opportunity to correct them during the probationary period. If, in the opinion of the Employer, the Employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure.

9.03 An Employee who has completed her probationary period and has remained in a position covered by the same certificate shall not subsequently be placed on probation.

9.04 If, in the opinion of the Employer, the Employee is found to be unsatisfactory, the Employee's probationary period may be extended if mutually agreed upon by the Union and the Employer. During the extended period, the Employee shall be given monthly feedback regarding her performance.

ARTICLE 10: HOURS OF WORK

10.01 (A) Regular hours of work for a full-time Medical Laboratory Technologist Employee, exclusive of meal periods, shall be:

- (a) seven and three quarter ($7 \frac{3}{4}$) hours per day;
- (b) an average of seventy-seven and one-half ($77 \frac{1}{2}$) work hours in a fourteen (14) day period.

(B) Regular hours of work for all other full-time employees, exclusive of meal periods, shall be:

- (a) eight (8) hours per day;
- (b) an average of eighty (80) work hours in a fourteen (14) day period.

10.02 Meal Periods and Rest Periods

(a) Regular hours of work shall include, as scheduled by the Employer, two (2) rest periods of twenty-five (25) minutes during each shift of seven and three-quarter ($7 \frac{3}{4}$) hours or eight (8) hours and exclude an unpaid meal period of not less than thirty (30) minutes.

(b) Working During Meal and Rest Periods

If an Employee is required to work or is recalled to duty during her meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift.

10.03 Subject to Article 10.02, hours of work shall be consecutive.

10.04 Modified hours of work may be implemented where mutually agreed between the Employer and the Union.

ARTICLE 11: WORK SCHEDULES AND SHIFTS

11.01 Employees acknowledge that they may be scheduled to work various shifts to cover business needs.

11.02 Shift Scheduling

Shift scheduling shall continue in the similar fashion as the employer has structured it prior to ratification.

Where employees have concerns with shift scheduling they may discuss this with the Employer. The Employer will attempt to address concerns as it may be able.

11.03 Schedule Posting and Schedule Changes

Unless otherwise agreed between the Employer and the Union, shift schedules shall be posted four (4) weeks in advance. If a shift schedule is changed after being posted, the affected Employees will be provided as much advance notice as is practical of such change.

11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, she shall be compensated for that inconvenience by receiving three (3) hours pay at her basic rate of pay.

11.05 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of her scheduled shift and return to duty at a later hour, she shall receive her basic hourly rate of pay for all hours worked with an addition of three (3) hours pay at her basic rate of pay for that inconvenience.

11.06 Employee Shift Trading

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

ARTICLE 12: OVERTIME

12.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of regular hours of work as per Article 10.01 per day or on scheduled days of rest. Overtime will

be earned at the basic rate of pay, for all hours worked. All employees shall be able to bank overtime and able to take time off in lieu of overtime payment.

- 12.02 The Employer shall designate an individual who may authorize overtime.
- 12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 12.04 Except in cases of emergency, no Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports for work.
- 12.05 Rest periods and meal periods shall be provided in accordance with Article 10.02.

ARTICLE 13: ON-CALL DUTY

- 13.01 The term “on-call duty” shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to return to duty.

- 13.02 **On-Call Pay**

For each occasion that an employee is called back to duty during the employee’s on-call period, in addition to the payment received for being on-call, the employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer. An employee called back to duty will be permitted to leave the site upon completion of the procedure or examination for which she was called back. However, any further request for emergent procedures received by an employee prior to leaving the site following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

- 13.03 **Call-Back Pay**

The compensation for being on call for an eight (8) hour period is fifty dollars (\$50). On-call staff are scheduled for each Saturday on the posted weekend schedule.

- 13.04 **Telephone Consultation**

When an Employee, who has been assigned to on-call duty, is consulted by telephone and is authorized to handle client-related matters without returning to the work place, she shall be paid at her basic rate of pay for the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period. If the

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

ARTICLE 14: SALARIES

- 14.01 Minimum basic salary scales and increments shall be as set out in the Salaries Appendix and shall:
- (a) be effective on the dates specified therein;
 - (b) be applicable to an Employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
 - (c) form a part of this Collective Agreement.
- 14.02 (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for regular full-time Employees shall be applied on the appropriate anniversary of the date the Employee commenced employment as a regular full-time Employee.
- (b) Unless otherwise changed by the operation of this Collective Agreement, a regular part-time Employee who has had a change in status to a regular full-time Employee shall have her anniversary date established based on hours worked with the Employer at the increment level such Employee was entitled to receive immediately prior to her change in status.
- 14.03 Both parties to this Collective Agreement recognize that an Employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the Employee and the Union shall be so advised, in writing, and the Employee's performance will be evaluated, in writing, on a month-to-month basis. After she reaches a satisfactory performance level, the increment shall be granted as of that date; however, her anniversary date, for annual increment purposes, shall not be changed.

ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE

- 15.01 Salary recognition shall be granted for work experience satisfactory to the Employer provided not more than five (5) years have elapsed since such experience was obtained as outlined in the following guidelines.

For regulated professions, the Employer may recognize work experience notwithstanding a break in service of more than five (5) years if the Employee has fulfilled the licensing requirements of the Employee's professional body to maintain standing in that profession.

Employees hired subsequent to ratification shall be paid in accordance with the provisions of Article 14.01 as amended.

- (a) one (1) annual increment for one (1) year's experience within the last six (6) years;
- (b) two (2) annual increments for two (2) year's experience within the last seven (7) years;
- (c) three (3) annual increments for three (3) year's experience within the last eight (8) years;
- (d) four (4) annual increments for four (4) year's experience within the last nine (9) years;
- (e) five (5) annual increments for five (5) year's experience within the last ten (10) years;
- (f) six (6) annual increments for six (6) year's experience within the last eleven (11) years;
- (g) seven (7) annual increments for seven (7) year's experience within the last twelve (12) years;
- (h) eight (8) annual increments for eight (8) year's experience within the last thirteen (13) years.

15.02 Additional time worked, measured in hourly units, and not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.

15.03 This Article shall be applicable only to Employees whose date of hire is on or after the date of exchange of ratification of this Collective Agreement.

15.04 The Employer shall advise all Employees in writing at the time of hire as to the pay grade and step in the Salary Appendix.

ARTICLE 16: SUNDAY PREMIUM

16.01 A premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid when employees are required to work on a Sunday.

ARTICLE 17: RESPONSIBILITY PAY

- 17.01 When an employee, other than Medical Laboratory Technologists, is designated supervisory duties, she shall receive one dollar (\$1.00) per hour for such responsibility.
- 17.02 When an employee is designated mobile collection duties, she shall be paid one dollar (\$1.00) per hour for such responsibility.
- 17.03 The Employer may designate an employee with “extra responsibilities”, for such responsibilities she shall be paid an additional one hundred dollars (\$100.00) per month.

ARTICLE 18: TRAVEL EXPENSES

- 18.01 When an employee, at the request of the Employer, drives a motor vehicle other than a motor vehicle supplied by the Employer a transportation allowance of four dollars and fifty cents (\$4.50) per trip or forty-nine cents (\$0.49) per kilometer for each trip, whichever is greater.

Employees should ensure that they contact their personal vehicle insurance provider to ensure that they have appropriate business coverage, based on total business use, to ensure that they claim for reimbursement at an appropriate level.

- 18.02 When an employee is required by the Employer to travel for employment purposes, she shall be reimbursed for all reasonable, necessary and substantiated expenses. An Employer supplied Lab car is to be used whenever possible.
- 18.03 Travel expenses are to be paid in cash as the employer is not required to remit Tax/EI/ CPP.
- 18.04 Employees who are required to travel beyond a fifty (50) kilometer radius from their work site on the employer’s request, they shall be reimbursed for expenses incurred as shown below:

(a) Meals:

Breakfast	\$12.00
Lunch	\$15.00
Supper	\$25.00

Reimbursement for meals may be claimed as follows:

- (i) Breakfast, if the time of departure is earlier of the time of return is later than zero seven thirty (0730) hours; or
- (ii) Lunch, if the time of departure is earlier or the time of return is later than thirteen hundred (1300) hours; or
- (iii) Supper, if the time of departure is earlier or the time of return is later than eighteen thirty (1830) hours.

(b) Accommodation:

Where an employee requires overnight accommodation in conducting required or authorized Employer business, the employee may claim reimbursement as follows:

- (i) Full reimbursement for approved hotel or motel accommodation upon the provision of a receipt.
- (ii) Thirty dollars (\$30.00) for each overnight stay where private arrangements are made by the employee.

18.05 Miscellaneous Travel Cost

- (a) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts.
- (b) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

ARTICLE 19: VACATION WITH PAY

19.01 Definitions

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the twelve (12) month period commencing on the first (1st) day of June in each calendar year and concluding on the last day of May of the following calendar year.

19.02 Vacation Entitlement

Vacation entitlement will be based on calendar years for part-time and full-time employees. The Employer will designate the employee for the particular entitlement level, as per the entitlements noted below.

Casual employees will not be included in this category and their vacation entitlement will be based on hours worked.

Vacation/Named holiday time are eligible to be paid on an employee's monthly pay (in lieu). The employee is then eligible to take time off without pay as requested, and in accordance with length of service rate.

Medical Laboratory Technologist

Year(s)	Days	%
---------	------	---

1	15	6
2-9	20	8
10-19	25	10
20 +	30	12

Office and Medical Laboratory Assistants

Year(s)	Days	%
1-6	15	6
7-16	20	8
17-24	25	10
25+	30	12

Employees shall have no change to their vacation entitlement which they were eligible for prior to the ratification of this collective agreement.

Time of Vacation

19.03 All vacation earned in one vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an employee may be permitted to carry forward a portion of the vacation entitlement to the next vacation year.

Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Employer.

The employer shall continue to grant vacation based on operational ability and in accordance with principles of fairness.

Employees may request a minimum of a ½ day for vacation.

19.04 When an employee’s vacation is cancelled by the Employer, the Employer shall be responsible for all non-refundable cost related to the cancellation of the vacation.

ARTICLE 20: NAMED HOLIDAYS

20.01 (a) Full-Time Employees shall be entitled to a day off with pay on or for the following 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 to be a statutory holiday by any of the following:

- (i) the Municipality in which the site is located;
 - (ii) the Province of Alberta; or
 - (iii) the Government of Canada.
- (b) Parade time – employees scheduled to work on Stampede Parade Day (Annually in July) who wish to attend will be allowed three (3) hours each year, or equivalent time off.
- (c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the site 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.
- 20.02 An Employee obliged, in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at two and one-half times (2 1/2X) her basic rate of pay.
- 20.03 The Employer shall rotate, as evenly as possible, amongst Employees in a department or section, as applicable, the requirement to work on a Named Holiday.
- 20.04 (a) No payment shall be due for a Named Holiday which occurs during:
- (i) a layoff; or
 - (ii) all forms of leave during which an Employee is not paid.
- (b) No additional payment shall be due for a Named Holiday which occurs during a period when an Employee is receiving Long-Term Disability.

ARTICLE 21: SICK LEAVE

- 21.01 (a) Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.

- 21.02 An employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.
- 21.03 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.
- 21.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine.
- 21.05 An employee absent on sick leave shall make every reasonable effort to keep the Employer advised as to the expected return to work date.
- 21.06 When an employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, 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.
- 21.07 Except as otherwise specifically provided in this Collective Agreement, sick leave pay shall not be granted during any leave of absence.
- 21.08 Sick leave credits shall accrue for the first (1st) month during periods of illness, injury, layoff, and/or leaves of absence in excess of one (1) month.
- 21.09 (a) No sick leave shall be granted for any illness which is incurred once an employee commences her vacation; in this event, the employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.
- (b) Sick leave shall be granted:
- (i) if an employee becomes ill during her vacation period as stated in Article 21.10(a) above, only after the expiry of the employee's vacation and provided the illness continues beyond the vacation;
 - (ii) for the period of sick time falling within a scheduled vacation period provided that the employee becomes ill prior to the commencement of the scheduled vacation. If the employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.

- (c) Notwithstanding the provision of Article 21.10(a), should an employee suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the employee from attending work for three (3) working days or more, the employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.

21.10 An employee who commences employment within six (6) months of the date that she voluntarily terminated employment with either the same Employer or an Employer signatory to a Collective Agreement containing identical sick leave provisions shall retain to her benefit, in accordance with the provisions of this Article, entitlement to the balance of accumulated sick leave credits at the time of said termination. Otherwise, sick leave credits will be cancelled and no payment will be due therefore. The employee shall be provided with a written statement of such entitlement upon her termination.

21.11 Employees are strongly encouraged to schedule personal medical appointments outside of working hours. When this is not possible, the employee shall obtain prior authorization twenty-four (24) hours in advance of the appointment. Requests for authorization to attend a qualifying appointment with less than twenty-four (24) hours notice shall not be unreasonably denied. If an employee requires time off for the purpose of attending an appointment, provided she has been given prior authorization by the Employer, the whole period of absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

21.12 Information on an employee's sick leave shall be confidential unless the employee consents in writing to such release.

ARTICLE 22: NOT ALLOCATED

ARTICLE 23: EMPLOYEE BENEFIT PLANS

23.01 The Employer shall provide the group benefit plan summarized in the benefit booklet for eligible Employees. It is understood that the Employer shall be responsible for payment of their portion of premiums only to maintain the benefits.

23.02 (a) The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.

(b) The Employer shall provide one copy of the plan to the Health Sciences Association of Alberta.

23.03 Such coverage shall be provided to a Regular Employee provided they work a minimum of sixteen (16) hours per week.

ARTICLE 24: NOT ALLOCATED

ARTICLE 25: SENIORITY

25.01 (a) For regular or temporary Employees, seniority with the Employer starts on the date on which the Employee commenced employment in the bargaining unit.

(b) For casual Employees whose status changes to regular Full-time or Part-time or temporary; or someone determined by the Labour Relations Board or agreed to by the parties as being in the bargaining unit, the "seniority date" shall be established by dividing their contiguous hours worked by two thousand and twenty-two point seven five (2,022.75) regular hours of work for Medical Laboratory Technologists OR two thousand and eighty (2080) regular hours of work for all other employees, and converting the result to a seniority date.

25.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 25.01.

25.03 Seniority shall be the determining factor in:

(a) layoffs and recalls, subject to the qualifications specified in Article 27;

(b) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 26.

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

(a) when an Employee resigns or is terminated from her position with the Employer; or

(b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work; or

(b) if an Employee does not return to work on recall to her former classification and full-time equivalency.

25.05 The Employer shall provide the Union 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 25.01. This listing shall be provided monthly if there are Employees on layoff.

ARTICLE 26: PROMOTIONS, TRANSFERS AND VACANCIES

- 26.01 (a) Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of three (3) months or more, shall be posted not less than eight (8) calendar days in advance of making an appointment.
- (b) Where circumstances require the Employer to fill a posted vacancy before the expiry of eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.
- (c) Subject to Article 26.05 where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit.
- (d) The notice of posting referred to in Article 26.01(a) shall contain the following information:
- (i) duties of the position;
 - (i) qualifications required;
 - (iii) hours of work;
 - (iv) status of position, and expected term if a temporary position;
 - (v) salary; and
 - (vi) for information purposes only, current site(s).
- (e) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 26.01(a) to the appropriate Union office within seven (7) calendar days of the posting.
- 26.02 Applications for newly created positions, transfers, or promotions shall be made, in writing, to the Employer.
- 26.03 The appropriate Union office shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an Employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.

- 26.04 (a) 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, the Employer decides that the Employee is no longer required in that position, she shall be reinstated in her former position. If such reinstatement is not possible, the Employee shall be placed in another suitable position. Such reinstatement or placement shall 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 Article 26.04(a) shall not be construed as a violation of the posting provisions of Article 26.01.

- (b) Where a vacancy for a temporary position has been filled by the appointment of a casual Employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, she shall be reinstated to casual status.
- (c) During the term of the temporary position, the incumbent Employee shall not be eligible to apply for other temporary positions that commence before the current temporary position ends unless otherwise mutually agreed. The forgoing shall not apply to Employees occupying temporary positions prior to the date of ratification.

- 26.05 (a) In making promotions and transfers, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, seniority shall be the deciding factor.

- (b) If all applicants for a vacancy are casual Employees, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by the Employer to be relatively equal, the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.

- 26.06 When an Employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted Employee shall be advanced to that step in the new scale which is next higher than her current rate or to the step which is next higher again if such salary increase is less than the Employee's next normal increment on the former salary scale. In the event that a promoted Employee is at the last increment in the scale for the classification held prior to the promotion, her salary shall be advanced to that step in the scale which is next higher than her current rate, or if such salary increase is less than the Employee's last normal annual increase, she shall be advanced to the step which is next higher again in the scale.

- 26.07 An Employee's anniversary date for the purpose of qualifying for an annual increment shall

not be changed as a result of a promotion.

26.08 When, because of inability to perform the functions of a position or because of ill health or by her request, an Employee is transferred to a classification to which is assigned a lower salary scale, her rate will be adjusted immediately step for step in the lower classification salary scale.

26.09 Promotion shall not be used to fill a temporary vacancy of less than three (3) months.

ARTICLE 27: LAYOFF AND RECALL

27.01 (a) Prior to layoffs occurring, the parties will meet and discuss the timing and specific process to be followed and any other issue the parties deem appropriate.

(b) In case it becomes necessary to reduce the number of Employees or regularly scheduled hours worked by Employees, the Employer will notify the Union and all Employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days notice shall not apply where the layoff results from an Act of God, fire, or flood.

(c) When notice of layoff is delivered to an Employee in person, the Employee may be accompanied by a representative of the Union, if one is available.

27.02 (a) Layoff shall be in reverse order of seniority within the affected classification and site, however, the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining Employees who are not capable and qualified of performing the work required.

(b) If an Employee who is subject to layoff is not the least senior Employee in the classification within the bargaining unit, the Employee may choose one of the following options subject to being capable and qualified to do the work:

(i) acceptance of an available vacancy;

(ii) displacement of the least senior Employee in the classification in the bargaining unit;

(iii) acceptance of layoff.

An Employee affected by layoff may elect not to displace the least senior Employee and be laid off without forfeiting recall rights.

If the Employee chooses a vacancy or displacement in a different site from which she

was laid off, the Employee shall bear all applicable travel and/or relocation costs associated with such acceptance and the chosen location becomes the Employee's new site.

27.03 Recall

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee is capable and qualified of performing the work required.
- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.
- (c)
 - (i) The Employer shall endeavor to offer opportunities for casual work to laid off Employees in order of their seniority before assigning the work to a casual Employee, providing the laid off Employee is qualified and capable of performing the work required.
 - (ii) Notwithstanding the provisions of Article 27.03(c)(i), casual work shall first be made available to laid off Employees of the site from which the Employee was laid off.
 - (iii) A laid off Employee may refuse an offer of casual work without adversely affecting her recall status.
 - (iv) An Employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual Employee, however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.
- (d) For the purpose of this clause "Casual Work" shall mean:
 - (i) work on a call-in basis which is not regularly scheduled;
 - (ii) regularly scheduled work for a period of three (3) months or less for a specific job; or
 - (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.
- (e) Notwithstanding the provisions of Article 25.04, if an Employee is recalled for any length

of time, other than for Casual Work, then that Employee's period of recall rights starts anew.

27.04 No new regular or temporary Employees will be hired while there are other Employees within the bargaining unit on layoff as long as laid off Employees are qualified and capable of performing the work required.

27.05 In the case of layoff, the Employee shall accrue earned vacation for the first (1st) month. The Employee's increment date shall also be adjusted by the same amount of time as the layoff and the new increment date shall prevail thereafter. Employees shall not be entitled to Named Holidays with pay which may fall during the period of layoff.

ARTICLE 28: TECHNOLOGICAL CHANGE

28.01 Should the Employer find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.

28.02 If the Employer introduces technological change which results in the displacement of an Employee, the Employer shall make every reasonable effort to provide alternative employment acceptable to the Employee.

28.03 Where the alternate employment is in a lower paid classification, the Employee shall continue to receive the salary of the higher paid classification at the time of the transfer until the salary of the lower paid classification passes that of the higher paid classification.

28.04 Where alternative employment is not available or is not acceptable to the Employee, the Employer will give the Employee a minimum of six (6) weeks notice or pay in lieu of notice of displacement, and all conditions of the Layoff and Recall Article shall apply with the exception that notice contained in Article 27.01 will not apply.

ARTICLE 29: CONTRACTING OUT

29.01 Where the Employer finds it becomes necessary to transfer, assign, sub-contract or contract out any work or functions performed by regular Employees covered by this Collective Agreement, the Employer shall notify the Union two (2) months in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected Employees.

ARTICLE 30: LEAVES OF ABSENCE

30.01 **General Policies Covering Leaves of Absence**

- (a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence.
- (b) An Employee who has been granted leave of absence of any kind and who overstays her leave without permission of the Employer shall be deemed to have terminated her employment.
- (c) Except as provided in Article 30.01(d), where an Employee is granted a leave of absence of more than one (1) months duration, and that Employee is covered by any or all of the plans specified in Article 23, that Employee may, subject to the Insurer's requirements, make prior arrangement 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.
- (d) 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, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) During an Employee's leave of absence, the Employee may work as a casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

30.02 **General Leave**

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.

30.03 **Bereavement Leave**

- (a) Bereavement Leave with pay of:
 - (i) five (5) consecutive working days shall 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, fiancé, and grandchild. Step-parent, step-children, step-brother, and step-sister, shall be considered as members of the Employee's immediate family. "Spouse" shall

include common-law or same-sex relationship and shall be deemed to mean a man or woman who resided with the Employee and who was held out publicly as his/her spouse for a period of at least one (1) year before the death.

- (ii) three (3) consecutive working days shall be granted in the event of the death of the following members of the Employee's family (i.e. grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and legal guardian).
- (b) Bereavement Leave shall 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) Notwithstanding the provisions of Article 30.03(a) and (b), where special circumstances exist, an Employee may request that Bereavement Leave be divided into two (2) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall 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, the Employer may grant time off with pay to attend the funeral service.

30.04 Parental Leave

- (a) An Employee who has completed her probationary period shall, upon her written request, be granted Maternity Leave to become effective six (6) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI benefits, or LTD. Maternity Leave shall not exceed twelve (12) months unless an extension is granted by the Employer. Request for an extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.
- (b) A pregnant Employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request Maternity Leave as provided by Article 30.06(a) 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 further leave without pay as provided by Article 30.01.

- (c) A father-to-be who has completed his probationary period shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed twelve (12) months.
- (d) An Employee absent on Parental Leave shall provide the Employer with six (6) weeks written advance notice of her readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

30.05 **Adoptive Parent Leave**

- (a) An Employee who has completed the probationary period shall 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 the Employer advised of the status of such application; and
 - (ii) she provides the Employer with at least one (1) days notice that such leave is to commence.
- (b) An Employee absent on Adoptive Parent Leave shall provide the Employer with six (6) weeks written notice of readiness to return to work following which the Employer 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 salary scale and with other benefits accrued to her at the date the leave commenced.

30.06 **Paternity Leave**

Paternity/Adoption leave of at least one (1) working day with pay shall be granted upon written request of the father, same sex partner or adoptive parent to attend to matters directly related to the birth or adoption of a child. A request for Paternity/Adoption Leave shall be made with as much advanced notice as possible.

30.07 **Union Business**

Subject to the provisions of Article 4.08:

- (a) Provided operational efficiency shall not in any case be disrupted, leave of absence shall be granted by the Employer to an employee elected or appointed to represent the Union at conventions, meetings, workshops, seminars, schools, Union business; or Union members hired to a paid position in the Union for a period of up to one (1) year. Such leave shall be with pay. If the request is denied, reasons shall be given by the Employer.
- (b) Representatives of the Union shall be granted time off with pay in order to participate in collective bargaining with the Employer or its bargaining agent.

30.08 **Terminal Care Leave**

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to a leave of absence without pay but with benefits at the normal cost sharing, for a period of up to two (2) months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under the Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

ARTICLE 31: IN-SERVICE PROGRAMS

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

ARTICLE 32: COURT APPEARANCE

- 32.01 (a) In the event an Employee is required to appear before a court of law as a witness in matters arising out of her employment with the Employer, or as a member of a jury or for jury selection, the Employee shall:

- (i) suffer no loss of regular earnings for the scheduled shifts so missed;
 - (ii) be paid at her basic rate of pay for the hours of attendance at court on her scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 11.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) she is called as a witness in matters arising out of her employment with the Employer, or as a juror, she shall be granted a leave of absence for those scheduled shift(s) so missed and suffer no loss of earnings.
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, she shall be granted a leave of absence without pay.

ARTICLE 33: EVALUATIONS AND PERSONNEL FILES

- 33.01 (a) The Parties to this Collective Agreement recognize the desirability of Employee evaluations. Evaluations shall be conducted at least on an annual basis.
- (b) Evaluations shall be for the constructive review of the performance of the Employee.
- 33.02 All such evaluations shall be in writing.
- 33.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than forty-eight (48) hours. The Employee may review her personnel file prior to the interview upon her written request.
- (b) The Employee shall be given a copy of her completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The Employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that she is aware of the evaluation. She shall have the right to respond in writing within ten (10) calendar days of receipt of the evaluation document, and her reply shall be placed in her personnel file.
- (c) If an evaluation interview is scheduled on an Employee's off duty hours or on days of rest, the Employee shall be compensated according to the provisions of Article 12 or Article 39.
- 33.04 An Employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required

by law, without the written consent of the Employee.

- 33.05 By appointment made in writing at least one (1) working day in advance, an Employee may view her personnel file. Upon request, an Employee shall be given a copy of requested documents from her file. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying, which fee shall be established by the Employer.

ARTICLE 34: DISCIPLINE AND DISMISSAL

- 34.01 Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 34.02 Unsatisfactory conduct by an employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the employee within twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written warning shall indicate that it is disciplinary action.
- 34.03 Unsatisfactory performance by an employee which is considered by the Employer to be serious enough to be entered on the employee's record, but not serious enough to warrant suspension or dismissal, may result in a written warning to the employee within twenty (20) working days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the employee's performance shall be reviewed with respect to the discipline. The employee shall be informed in writing of the results of the review.
- 34.04 The procedures stated in Articles 34.02, 34.03 and 34.10 do not prevent immediate suspension or dismissal for just cause.
- 34.05 An Employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Union within two (2) working days.
- 34.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 34.07 An Employee, who has been subject to disciplinary action, after two (2) years from the date the disciplinary measure was initiated, shall request in writing that her record be cleared of that disciplinary action. The Employer shall confirm in writing to the Employee that such action has been effected.

- 34.08 An Employee who is dismissed shall receive her termination entitlements at the time she leaves.
- 34.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 20.
- 34.10 When circumstances permit, the Employer shall provide at least twenty-four (24) hours advance notice to an Employee required to meet with the Employer for the purposes of discussing or issuing discipline. The Employer shall advise the Employee of the nature of the meeting and that they may be accompanied by a representative of the Union at such meeting(s). The Employee shall be compensated at their basic rate of pay for the duration of such meeting(s).

ARTICLE 35: RESIGNATION/TERMINATION

- 35.01 An Employee shall make every reasonable effort to provide to the Employer fourteen (14) calendar days notice of her desire to terminate her employment.
- 35.02 If the required notice of termination is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the day on which she terminates her employment.
- 35.03 **Vacation Pay on Termination**
- (a) If employment is terminated and proper notice given, an Employee shall receive vacation pay in lieu of:
- (i) the unused vacation earned during the previous vacation year at her basic rate of pay, together with;
 - (ii) the applicable percentage value of vacation entitlement for the employee as per Article 19, if eligible, for thirty (30) working days of her earnings at the basic rate of pay from the end of the previous vacation year to the date of termination.
- (b) Notwithstanding other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice pursuant to Article 38.01, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacations with pay provided that this clause may be waived if termination is due to cause which is acceptable to the Employer.
- 35.04 An Employee shall be deemed to have terminated her employment when:
- (a) she is absent from work without good and proper reason and/or the approval of the

Employer; or

- (b) she does not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.
- (c) she fails to return to work on the completion of an authorized leave of absence, unless such failure is due to provable sickness.

ARTICLE 36: JOB DESCRIPTIONS

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

ARTICLE 37: NOT ALLOCATED

ARTICLE 38: OCCUPATIONAL HEALTH AND SAFETY

- 38.01 The Parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer.

ARTICLE 39: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

- 39.01 Except as modified by this Article, all provisions of this Collective Agreement apply to part-time, temporary and casual Employees, except that casual Employees shall not be entitled to benefits provided for in:

- Article 9: Probationary Period
- Article 11: Work Schedules and Shifts
- Article 23: Employee Benefit Plans
- Article 25: Seniority
- Article 27: Layoff and Recall
- Article 28: Technological Change
- Article 30: Leaves of Absence
- Article 34: Discipline and Dismissal
- Article 35: Resignation/Termination

- 39.02 (a) A temporary full-time or temporary part-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to full-time or part-time

Employees as the case may be.

- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A temporary Employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 26.04(b).

39.03 **Hours of Work**

- (A) Amend Article 10.01 (A) to read:

“Regular hours of work for Medical Laboratory Technologists, exclusive of meal periods, shall be less than thirty-eight and three quarter (38.75) hours per week, unless relieving for sickness or leaves of absence. The ratio of work days to non-work days shall not exceed 5:2 averaged over a period of not more than four (4) weeks. Such four (4) week periods shall be consecutive and non inclusive.”

- (B) Amend Article 10.01 (B) to read:

“Regular hours of work for all other employees, exclusive of meal periods, shall be less than forty (40) hours per week, unless relieving for sickness or leaves of absence. The ratio of work days to non-work days shall not exceed 5:2 averaged over a period of not more than four (4) weeks. Such four (4) week periods shall be consecutive and non inclusive.”

- (C) Amend Article 10.02(a) by adding:

“Regular hours of work shall include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes in instances where the shift is less than seven and three-quarter (7 3/4) hours or eight (8) hours but more than three and three-quarter (3 3/4) hours.”

- (D) Amend Article 10.02 by adding:

- (a) A part-time Employee may work additional shifts from time to time.
- (b) Where a part-time Employee volunteers or agrees, when requested, to work additional shifts, she shall be paid her basic rate of pay for such hours.
- (c) At the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle, which shall constitute the regular hours of work for each part-time Employee. Such hours may be altered as follows:

- (i) the Employer and the Employee may mutually agree to an Employee's request to decrease her regular hours of work;
- (ii) the Employer will consult with the Union to determine a process for increasing regular hours of work of an Employee(s) outside the provisions of Article 26. Such process may involve polling of Employees to determine level of interest;
- (iii) the Employer, the Union and the Employee may mutually agree to an Employee's request to increase her regular hours of work.

Agreement to amend regular hours of work pursuant to the above shall not be considered a violation of Articles 11 and 26. Where the Parties are unable to agree on an alternate process, the provisions of Article 26 shall apply.

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

39.04 Amend Article 11 (Work Schedules and Shifts) to read:

"11.04 In the event that an Employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, she shall be compensated for that inconvenience by receiving three (3) hours pay at her basic rate of pay.

11.05 Should an Employee report and commence work as scheduled and be required to cease work prior to completion of her scheduled shift and return to duty at a later hour, she shall receive her basic rate of pay for all hours worked with an addition of three (3) hours pay at her basic rate of pay for that inconvenience.

11.06 Employee Shift Trading

Employees may exchange shifts with the approval of the Employer provided no increase in cost is incurred by the Employer."

39.05 **Salaries**

Amend Article 14.02 (a) to read:

"Notwithstanding the time periods stated for increment advancement in the Salaries

Appendix, part-time, temporary and casual Employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work for Medical Laboratory Technologists OR two thousand and eighty (2080) regular hours of work for all other employees, recognizing employees vacation and named holidays in this computation.”

39.06 **Named Holidays**

(A) With the exception of Article 20.02, Article 20 is replaced in its entirety by the following:

“(a) An Employee to whom these provisions apply required to work on a Named Holiday, which are:

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 Day	

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

- (i) the Municipality in which the site is located;
- (ii) the Province of Alberta; or
- (iii) the Government of Canada;

shall be paid at one and one-half times (1 1/2X) her basic rate of pay for the first seven and three-quarter (7 3/4) hours worked on a Named Holiday and two times (2X) her basic rate of pay for time worked in excess of seven and three-quarter (7 3/4) hours.

(b) An Employee to whom these provisions apply shall be paid, in addition to her basic rate of pay, four point six percent (4.2%) of her basic hourly rate of pay in lieu of the Named Holidays.

(e) Parade time – employees scheduled to work on Stampede Parade Day (Annually in July) who wish to attend will be allowed three (3) hours each year, or equivalent time off.

(c) When July 1st falls on a Sunday, July 2nd is the legal holiday and shall be kept and observed as such.”

39.07 Bereavement Leave

In calculating paid Bereavement Leave entitlement for part-time Employees, the provisions of Article 30.03 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

39.08 Change of Status

A temporary or casual Employee who transfers to regular full-time or regular part-time employment with the Employer shall be credited with the following entitlements earned during her period of employment, provided not more than six (6) months have elapsed since she last worked for the Employer:

- (a) salary increments;
- (b) vacation entitlement; and
- (c) seniority in accordance with Article 25.01.

Further to Article 9.01, part-time Employees will have completed their probationary period after five hundred three and three-quarter (503 $\frac{3}{4}$) hours or six (6) months of employment, whichever is the lesser.

ARTICLE 40: GRIEVANCE PROCEDURE

40.01 Definition of Time Periods

- (a) For the purpose of this Article and Article 41, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 20.01(a).
- (b) Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

40.02 Resolution of a Difference between an Employee and the Employer

- (a) Formal Discussion
 - (i) If a difference arises between one (1) or more Employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the Employee(s) shall first seek to settle the

difference through discussion with her/their immediate supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.

- (ii) However, the mandatory formal discussion stage set out in Article 40.02(a)(i), may be bypassed when the Employee has been given a letter of discipline pursuant to Article 34.
- (iii) In the event that the difference is of a general nature affecting two (2) or more Employees, the Employer and the Union may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

(b) Step 1 (Manager)

The grievance shall be submitted, in writing, and signed by the Employee, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Manager within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the Employee could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Manager shall be made known to the Employee and the Union within seven (7) days of receipt of the written statement of grievance.

(c) Step 2 (Owner)

Within seven (7) days of receipt of the decision of Manager, the grievance may be advanced to Step 2 by submitting to the Owner or designate, a copy of the original grievance with a letter indicating that the grievance has not been resolved. Upon receipt of the grievance, a meeting, which may be arranged by either party, shall occur within ten (10) days of the date of the letter.

A decision, in writing, shall be forwarded to the Union and the grievor within seven (7) days of the date of the meeting.

(d) Step 3 (Arbitration)

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

- (e) Neither the Employee nor a representative of the Local Unit of the Union who may attend a meeting with the Employer respecting a grievance shall suffer any loss of

regular earnings calculated at the basic rate of pay for the time spent at such a meeting.

- (f) An Employee shall be entitled to have a member of the Local Unit Executive or any duly accredited officer employed by the Union present during any meeting pursuant to this grievance procedure.
- (g) A Dismissal Grievance shall commence at Step 2.
- (h) Time limits for filing of a dismissal grievance shall be as stated in Article 40.02(b).

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

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Union shall first attempt to resolve the difference through discussion. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1 (Manager)

A Policy Grievance shall be submitted, in writing, to the Manager, or her designate, and shall indicate the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought. Such grievance shall be submitted to the Manager, or her designate, within twenty (20) days of the occurrence of the act causing the grievance or within twenty (20) days of the time that the Union could reasonably have become aware that a violation of this Collective Agreement had occurred. Upon receipt of the grievance, a meeting, should it be necessary, may be arranged by either party. The meeting shall be held within ten (10) days of the receipt of the grievance unless mutually agreed otherwise. The decision of the Manager, or her designate, shall be made known to the Union, in writing, within seven (7) days of the date of the meeting.

(c) Step 2 (Arbitration)

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

40.04 **Default**

- (a) Should the grievor fail to comply with any time limit in this grievance procedure, the

grievance will be considered conceded and shall be abandoned unless the Parties to the difference have mutually agreed, in writing, to extend the time limit.

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

ARTICLE 41: GRIEVANCE ARBITRATION

- 41.01 Within seven (7) days following receipt of notification pursuant to Article 40.02(d) or 40.03(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Union of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, endeavor to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Minister of Human Resources and Employment shall be requested to appoint a Chairman, or a single arbitrator, pursuant to the *Code*.
- 41.02 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the Parties and upon any Employee affected by it and is enforceable pursuant to the *Code*.
- 41.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to her seems just and reasonable in all circumstances.
- 41.04 Each of the Parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the Parties.
- 41.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

ARTICLE 42: COPIES OF COLLECTIVE AGREEMENT

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

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #1

BETWEEN

MEDICINE HAT DIAGNOSTIC LABORATORY

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: PROFESSIONAL DEVELOPMENT

The Professional Development Allocation (PDA) is intended to support the ongoing professional development needs of employees by providing funds that can be accessed for a variety of professional development purposes. Managers and employees are encouraged to discuss professional development as part of the performance planning process in order to ensure that resources allocated have maximum benefit for the individual and the Employer.

ELIGIBILITY

The PDA is available to full-time and part-time regular Medical Laboratory Technologists who meet the following requirements:

1. The employee must hold a regular position with a minimum full-time equivalency of fifteen (15) hours per week.
2. The employee must have worked a minimum of seven hundred and eighty-three (783) hours during the period June 1st through May 30th of the year.

Both of the above criteria must be met in order for the employee to be eligible for the allocation.

An employee who is employed in more than one part-time regular position with the employer will be eligible for the PDA based on the combined full-time equivalencies of the part-time positions held. If the combined full-time equivalencies exceed fifteen (15) hours and the employee has worked the qualifying hours defined above, the employee will be eligible for one PDA.

The PDA is calculated as follows for employees who meet the eligibility requirements:

$$30 \quad \times \quad \text{Basic Rate of Pay} \quad = \quad \text{Professional Development Allocation}$$

ALLOWABLE USES OF PROFESSIONAL DEVELOPMENT ALLOCATION

The PDA can be used for a variety of purposes, as follows:

1. Time off Without Loss of Pay to Attend a Course Relevant to Job Duties

Managers and employees are encouraged to discuss courses that would support the professional development needs of the individual. When an employee wishes to access her PDA to take a course or seminar, the request should be made to the Manager.

If an approved course requires an employee to miss scheduled work hours, the request for time off must be made in accordance with 30.02 of the Collective agreement.

2. Reimbursement for Professional Licensing Fees

Employees may access their PDA to claim reimbursement for professional licensing fees for professionals regulated by the Health Professions Act (HPA).

Reimbursement of professional fees is subject to the following requirements:

- A request from an eligible employee and,
- The employee must submit a receipt from the professional association/college.
- Reimbursement will be based on available funds in the PDA
- Employees are eligible for reimbursement for associations which they are required to be paid as a condition of employment or the HPA.

3. Reimbursement of Tuition Costs of Course Registration Fees

- The course must be related to the employee's discipline
- The employee should obtain approval from her Manager for the course and is required to submit receipt to claim reimbursement from the PDA.

4. Reimbursement of Travel Costs Associated with Course Attendance

- If travel is required to attend an approved course, she may also claim reimbursement for travel expenses.

5. Reimbursement for Purchase of Professional Journals or Publications

- If an employee wishes to claim reimbursement for purchase of professional journals or publications, she should discuss the matter with her Manager in order to ensure that the publications being purchased are appropriate to the professional development needs of the individual.
- The employee must submit a receipt for purchase of the publication in order to claim reimbursement from her PDA.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #2

BETWEEN

MEDICINE HAT DIAGNOSTIC LABORATORY

- and -

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

RE: HEALTH SPENDING ACCOUNT

Employees have the option to pay into a Health Spending Account (HSA) by way of salary deductions, prior to taxation.

The Health Spending Account may be accessed for reimbursement of eligible medical expenses as defined by Canada Revenue Agency. This provides employees a tax advantage to funds needed for eligible medical expenses.

The Employer pays all administrative costs for access to the Blue Cross HSA.

Any funds left in the HSA will expire at the last day of February, annually.

After ceasing employment, employees will have one (1) month to request reimbursement from the account.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #3

BETWEEN

MEDICINE HAT DIAGNOSTIC LABORATORY

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: RETENTION PAYMENTS

Due to the impending closure of the business, and in recognition of employee's loyalty and continued service, the employer will pay a series of lump sum retention payments to employees who continue to be employed with MHDL on the date of the payment. Payments will be made as follows:

A one thousand dollars (\$1,000.00) payment on March 1, 2016 to all full-time employees.

A one thousand dollars (\$1,000.00) payment on March 1, 2016 to all part-time and casual employees, pro-rated based on hours worked between September 1, 2015 to February 29, 2016.

A one thousand dollar (\$1,000.00) payment on September 1, 2016 to all full-time employees.

A one thousand dollar (\$1,000.00) payment on September 1, 2016 to all part-time and casual employees, pro-rated based on hours worked between March 1, 2016 to September 30, 2016.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #4

BETWEEN

MEDICINE HAT DIAGNOSTIC LABORATORY

- and -

HEALTH SCIENCES ASSOCIATION OF ALBERTA

(hereinafter referred to as the Union)

RE: SEVERANCE

Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of regular Employees in the bargaining unit.

1. (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two thousand and five hundred dollars (\$2,500.00) for all employees with at least two (2) years of service.
- (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two thousand and five hundred dollars (\$2,500.00) for all employees with at least two (2) years of service, pro-rated based on average hours worked in the past two (2) years.
2. A regular Employee who accepts severance pay, shall have terminated their employment, with no further rights to recall.
3. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
4. (a) Employees who select severance will not be eligible for:
 - (i) continued employment with the employer, or
 - (ii) rehire by any Employer or agency funded directly or indirectly by Alberta Health Services,

for the period of the severance.

The employee may be considered for hire by an Employer referred to in 4(a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which severance was paid.

7. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

SALARIES APPENDIX

MEDICAL LABORATORY TECHNOLOGIST II

Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Dec 1, 2015	\$34.32	35.50	36.74	38.00	39.32	40.69	42.09	43.40	44.87
April 1, 2016	34.98	36.19	37.46	38.74	40.08	41.48	42.91	44.25	45.75

MEDICAL LABORATORY TECHNOLOGIST I

Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Dec 1, 2015	\$33.32	34.50	35.74	37.00	38.32	39.69	41.09	42.40	43.87
April 1, 2016	33.98	35.19	36.46	37.74	39.08	40.48	41.91	43.25	44.75

MEDICAL LABORATORY ASSISTANT

Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Dec 1, 2015	22.28	23.01	23.72	24.48	25.29	26.09	26.93	27.78
April 1, 2016	22.73	23.47	24.20	24.97	25.80	26.61	27.46	28.34

COMPUTER DATA ENTRY, MEDICAL TRANSCRIPTIONIST

Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Dec 1, 2015	17.82	19.21	20.49	21.93	23.52	25.06
April 1, 2016	18.18	19.59	20.90	22.37	23.99	25.56

OFFICE CLERK, COURIER, ETC.

Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Dec 1, 2015	16.73	17.53	18.29	19.43	20.37	21.40
April 1, 2016	17.07	17.88	18.66	19.82	20.78	21.82

WASH UP

Date	Step 1	Step 2	Step 3	Step 4	Step 5
Dec 1, 2015	16.48	17.49	18.40	19.01	20.52
April 1, 2016	16.81	17.84	18.77	19.39	20.93