

COLLECTIVE AGREEMENT BETWEEN

**CALGARY REGIONAL HEALTH
AUTHORITY**

- and -

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1240**

CUPE1240



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COLLECTIVE AGREEMENT made this 15th day of June,
A.D., 1998.

BETWEEN

CALGARY REGIONAL HEALTH AUTHORITY

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1240

PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent hospital services, it is the intent of the parties to:

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto; shall be in force and effect from June 15, 1998 (date of ratification) up to and including March 31, 2001 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

ARTICLE 2: DEFINITIONS

- 2.01 An "Employee" shall mean any employee of the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as:
- (a) "Regular Employee" is one who works on a full-time or part-time basis:
 - (i) "Full-time Employee" shall mean an employee who is scheduled to work the hours specified in Article 16 - Hours of Work.

- (ii) "Part-time Employee" shall mean an employee who works scheduled shifts pursuant to Article 16.06 provided however that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time employment. A part-time employee will work a minimum of three (3) hours per shift.
 - (b) "Relief Employee" shall mean an employee who is hired to fill a position(s) made available as a result of a sickness, injury, approved leave of absence, vacation or Named Holiday, or for a specific job for a period of six (6) months or less. When a Relief Employee is hired for a specific job, the Employer shall advise the Union in writing of the Relief Employee's name, classification, department and nature of the temporary assignment. The term of employment of such Relief Employee may be extended only by mutual agreement in writing, between the Employer and the Union. A Relief Employee may work either full-time or part-time hours.
- 2.02
- (a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time employees.
 - (b) Relief employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 37 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to Relief employees.
- 2.03 "Vacation" means annual vacation with pay.
- 2.04 "Date of Employment" for the purpose of calculating annual vacation means:

- (a) in the case of an employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month;
 - (b) in the case of an employee whose employment commenced between the sixteenth (16th) and the last day inclusive of any month, the first (1st) day of the following calendar month.
- 2.05 Where indicated by context or intent of this Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.
- 2.06 "Shift" means a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.
- 2.07 "Basic Rate of Pay" shall mean the applicable step in the pay range of the employee's classification as set out in the Salaries Appendix.
- 2.08 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.
- 2.09** "Pyramiding" means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.

ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT

- 3.01 Any changes deemed necessary in this Collective Agreement shall be made in writing by mutual agreement between the parties at any time during the exis-

tence of this Collective Agreement and shall form part of this Collective Agreement.

ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto, or where voluntary recognition exists, the Employer recognizes the Union as sole bargaining agent for all employees within the classifications listed for the Institution.
- 4.02 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.
- 4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when regular employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular employee. For the purpose of this clause, "persons" shall mean all other employees of the Employer who are not included in the bargaining unit.

The Employer recognizes that the Local Union may have the assistance of a C.U.P.E. National or Regional Representative

during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.

**ARTICLE 5: UNION MEMBERSHIP,
SECURITY AND CHECK-OFF**

- 5.01 Membership in the Union shall be voluntary on the part of each employee. All employees covered by this Collective Agreement who are members of the Union at the time of signing of this Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain her membership in the Union during the life of this Collective Agreement.
- 5.02 The Employer shall deduct from the wages of employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect in the Institution. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each employee's name and the amount deducted from each employee.
- 5.03 The Employer will note the individual union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be

compulsory, provided further, that a representative of the Employer may be present at such presentation.

ARTICLE 6: MANAGEMENT RIGHTS

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

ARTICLE 7: DISCRIMINATION

- 7.01 (a) The Employer or the Union shall not at any time discriminate against any employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, sex, sexual preference, age, marital status, mental or physical disability or because of their connection with trade union organizations.
- (b) Article 7.01(a) shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY

- 8.01 The Parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 A hospital Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee (one (1) member for those hospitals with less than one hundred (100) employees in the bargaining unit). This Committee may include

representatives from other employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups.

- 8.03 The basic rate of pay will be paid to such employee for time spent in attendance at a meeting of this Committee.
- 8.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 8.06 The Employer will co-operate with the Committee by providing:
 - (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
 - (b) data pertaining to workplace health and safety conditions;
 - (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the worksite.
- 8.07 The Committee shall assist the Employer:
 - (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
 - (b) in the development and promotion of measures to protect the safety and health of employees in the

Institution and to check the effectiveness of such measures.

- 8.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps not taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Governing Board.
- 8.09 An employee's rights shall be respected in accordance with The Occupational Health and Safety Act.
- 8.10 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections, including monitoring.

ARTICLE 9: JOB CLASSIFICATIONS

- 9.01 The Employer shall provide classification criteria for all classifications listed in the "Salary Schedule" to the Canadian Union of Public Employees (hereinafter referred to as the "C.U.P.E.").
- 9.02 The purpose of the classification criteria is to provide a guideline for the determination of each employee's classification and shall not be considered as an amendment to the established certificates or as a complete definition of any classification.
- 9.03 New Classifications
 - (a) In the event that the Employer creates a new job classification which is within the scope of the bargaining unit in accordance with Article 4.01, and

which is not listed as a Classification in the "Salary Schedule" the following will occur:

- (i) The Employer, shall provide classification criteria for the new classification to the C.U.P.E.
- (ii) The basic rate of pay for the new classification shall be established by the Employer.
- (iii) The Employer shall notify the Employee and the C.U.P.E. of the basic rate of pay for the new classification as established by the Employer.
- (iv) In the event that the basic rate of pay for the new classification established by the Employer is not acceptable to the C.U.P.E., the C.U.P.E. shall, within thirty (30) calendar days from the date they received notification of the basic rate of pay for the new classification, notify the Employer that they wish to negotiate the basic rate of pay for the new classification established by the Employer.
- (v) The Employer, and the C.U.P.E. shall meet to negotiate the basic rate of pay for the new classification established by the Employer.
- (vi) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the C.U.P.E. received the basic rate of pay for the new classification established by the Employer, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of basic rate of pay for the new classification established by the Employer to

9.04 Change to Existing Classifications

In the event that the Employer changes the classification criteria of a Classification listed in the "Salary Schedule" the following will occur:

- (a) The Employer shall provide the changed classification criteria to the C.U.P.E.
- (b) If changes to the classification criteria have the effect of significantly altering the core functions of an existing Classification, the C.U.P.E. may, within thirty (30) calendar days from the date they received notification of the change, notify the Employer that they wish to negotiate the basic rate of pay of that Classification.
- (c) If the C.U.P.E. is notified of the change to the classification criteria within the four (4) month period prior to the expiration date of the Collective Agreement, such negotiation and resolution of the basic rate of pay shall occur during the negotiation of the next Collective Agreement between the parties.
- (d) If the C.U.P.E. is notified of the change to the classification criteria before the four (4) month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:
 - (i) the Employer and the C.U.P.E. shall meet to negotiate the basic rate of pay for the Classification for which the classification criteria has been changed;
 - (ii) if a satisfactory conclusion to such negotiations is not reached within sixty (60) calen-

dar days from the date that the C.U.P.E. received notification of the changed classification criteria, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of the basic rate of pay for the Classification for which the classification criteria has been changed, to Arbitration in accordance with Article 12.02, Step IV - Arbitration.

9.05 Change in Job Content

Any regular employee who considers that her position should be reclassified due to a significant change in job content shall have the privilege of appeal in accordance with Article 12 - Grievance Procedure, commencing at Step II.

9.06 Classification Adjustment

In the event that the Employer changes the classification allocation of the work being performed by a regular employee, to a classification with a lower basic rate of pay, such employee, while employed in such a position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, or for a period of twelve (12) months, whichever is earlier, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

9.07 The time limits outlined in Articles 9.03 and 9.04 may be extended by mutual consent in writing between the C.U.P.E. and the Employer.

9.08 In the event that the C.U.P.E. or the Union does not comply with the time limits established in Article 9.03

the basic rate of pay established by the Employer for the new job classification shall prevail.

- 9.09 In the event that the C.U.P.E. or the Union does not comply with the time limits established in Article 9.04, the basic rate of pay for the Classification for which the classification criteria has been changed shall prevail.
- 9.10 An Arbitration Board established in accordance with Articles 9.03, 9.04 and 9.05 shall have the authority to deal with the establishment and effective **date** of a basic rate of pay for a matter that has been referred to the Arbitration Board.

ARTICLE 10: BULLETIN BOARDS

- 10.01 The Employer shall provide Bulletin Boards which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 11: SHOP STEWARDS

- 11.01 The Shop Steward System is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.
- 11.02 In Institutions where there are no Shop Stewards, Union Officers will be recognized as Shop Stewards for the purpose of this Article.

- 11.03 The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of her function while investigating disputes and presenting adjustments. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that she will not leave her work during working hours except to perform her duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave her work without obtaining the permission of her supervisor, such permission shall not be unreasonably withheld.
- 11.04 Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.01 A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.
- 12.02 Settling of Disputes and Grievances
An employee or the Local Union shall have the right at any time to have the assistance of a C.U.P.E. Representative.
- Step I
- (a) An employee who believes that she has a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with her immediate supervisor within seven (7) days of the date she first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an

employee normally receives her work assignments. The employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with her immediate supervisor. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The immediate supervisor shall advise the employee of her decision within seven (7) days of the date the matter was first discussed.

- (b) In the event that the difference affects two (2) or more employees, those so affected, or the Union, within fourteen (14) days of the date they first became aware of or reasonably should have become aware of the occurrence, may make a written request to the Administrative Leader(s) or designate(s) that the grievances be grouped and dealt with as a single grievance commencing at Step II. A request to group such grievances will not be unreasonably denied.
- (c) In the event an employee alleges that she has been dismissed or suspended without just cause, she may commence her grievance at Step II, within fourteen (14) days of the occurrence.

Step II

If the grievance is not resolved under Step I above, the grievance shall, within seven (7) days of the decision of the immediate supervisor, be forwarded in writing by the Union and the employee concerned, to the employee's Administrative Leader(s) or designate(s), specifying the nature of the grievance and the redress sought. The Administrative Leader(s) or designate(s) shall render a decision in writing to the Union within seven (7) days of the receipt of the grievance.

Step III

If the grievance is not resolved under Step II above, the Union shall, within seven (7) days of receipt of the written decision of the Administrative Leader(s) or designate(s), submit the grievance in writing to the Senior Operating Officer(s) or designate(s), who shall render a decision in writing to the Union within seven (7) days of receipt of the grievance.

Step IV - Arbitration

- (a) If the grievance is not settled under Step III above, the Union shall within ten (10) days of receiving the decision of the Senior Operating Officer(s) or designate(s), notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third person who shall be the Chairperson of the Arbitration Board.
- (b) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint a third member who shall be Chairperson of the Arbitration Board.
- (c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

- (d) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chairperson.
 - (e) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- 12.03 Throughout this Article, the reference to “days” shall not include Saturdays, Sundays, or Named Holidays.
- 12.04 The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- 12.05 Should the employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned. Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.
- 12.06 Policy Grievance
- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within seven (7) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
 - (b) A policy grievance may be submitted at Step II.
- 12.07 Replies in Writing
- Except for Step I, replies to grievances shall be in writing at all stages.

12.08 Facilities for Grievances

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

- 12.09 Grievances affecting departments other than the employee's department (i.e. transfers and promotions), will be commenced with the Administrative Leader of the affected department.
- 12.10 In the event that any management Officers as named in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

ARTICLE 13: PROBATIONARY PERIOD

- 13.01 A newly hired regular employee shall serve a probation period. If such employee is determined by the Employer to be unsatisfactory, she may be dismissed at any time during the probation period without notice.
- 13.02 If a probationary regular employee is transferred to another classification she will be required to complete a new probation period commencing on the date of transfer.
- 13.03 A regular employee will be kept advised of her progress during the probation period.
- 13.04 (a) The probation period for a regular employee consists of three hundred and twenty-five (325) hours worked from the date the last period of continuous employment commenced.
- (b) The probation period may be extended by an additional three hundred and twenty-five (325) hours or less for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer, the Union and the employee. However, in no event will an employ-

ee's total probation period exceed six hundred and fifty (650) hours.

ARTICLE 14: SALARIES

- 14.01 The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Schedule which is attached to and forms a part of this Collective Agreement, and shall be effective from and after the dates specified.
- 14.02 Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salaries Schedule upon completion of two thousand twenty-two point seven five (2,022.75) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred and thirteen point five zero (1,813.50) hours worked at each subsequent Pay Step in the pay range.
- 14.03 (a) When a regular employee achieves a position in a classification with the same end rate as her present classification, such employee shall move to the Pay Step which has a rate which is equal to her present basic rate of pay, or if there is no such Pay Step, she shall move to the Pay Step that has a basic rate of pay that is next higher to her present basic rate of pay.
- (b) When a regular employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the employee has not yet achieved "Pay Step 2" in her present pay range, she shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" as soon as she completes two thousand twenty-two point seven five

(2,022.75) hours worked (inclusive of those hours worked in her former classification); however, if “Pay Step 1” of the higher pay range is less than “Pay Step 1” in her present pay range, she shall be advanced to the next Pay Step that provides her with an increase in her basic rate of pay.

- (c) When a regular employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the employee has achieved “Pay Step 2” or greater in the pay range for her present classification, she shall advance to “Pay Step 2” in the higher pay range, however, if “Pay Step 2” in the higher pay range has a basic rate of pay less than the employee’s current basic rate of pay, she shall be advanced to the next Pay Step that provides her with an increase in her basic rate of pay.
- (d) When a regular employee achieves a position in a classification with an end rate that is less than her present classification, she shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in her present basic rate of pay.

14.04 The Employer may designate Journeyman Tradespersons to assume the temporary responsibilities of Lead Hand. Employees so designated shall receive, in addition to their regular earnings, a premium of seventy cents (70¢) per hour worked for the duration of their temporary appointment. In addition to her normal duties, a Lead Hand shall be responsible for co-ordinating the efforts of other Journeyman Tradespersons assigned to work with her to ensure the work is completed satisfactorily.

- 14.05 Should the Employer issue an employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the employee's gross earnings per pay period.

ARTICLE 15: PAYDAYS

- 15.01 Paydays will be as established in each Institution but in no event will employees be paid less frequently than twice monthly.

ARTICLE 16: HOURS OF WORK

- 16.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.
- 16.02 Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the regular employees scheduled work days the employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days notice, the regular employee shall be paid at one and one-half times (1 1/2 X) the basic rate of pay for all hours worked on the first shift of the changed schedule.

- 16.03 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 16.04 In the event a regular employee reports for work as scheduled and is requested by the Employer to report for a later shift, the regular employee shall be compensated by payment of three (3) hours pay at her basic rate of pay.
- 16.05 Full-Time Employees
- (a) Normal hours of work, exclusive of meal periods, for regular full-time employees, other than Power Engineers referenced in Article 16.05(b), shall be:
 - (i) seven and three-quarter (7 $\frac{3}{4}$) work hours per day; and
 - (ii) seventy-seven and one-half (77 $\frac{1}{2}$) work hours in a fourteen (14) calendar day period.
 - (b) Normal hours of work for regular full-time Power Engineers who are scheduled to work a regular eight (8) hour shift, shall be:
 - (i) eight (8) hours per day, and
 - (ii) eighty (80) hours in a fourteen (14) calendar day period.
 - (c) Regular full-time employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be

assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such employee(s) to work permanent evenings and/or night shifts.

- (d) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular full-time employees shall provide for:
 - (i) not more than two (2) different starting times between scheduled days off;
 - (ii) days off to be consecutive;
 - (iii) not more than six (6) consecutive days of work without receiving her days off;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular full-time employees who perform the work involved.
- (e) All full-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee and the

Employer. Power Engineers referenced in Article 16.05(b) may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Safety Codes Act.

16.06 Part-Time Employees

- (a) Hours of work for regular part-time employees, other than Power Engineers referenced in Article 16.06(b) shall be:
 - (i) up to seven and three-quarter (7 $\frac{3}{4}$) hours in any one (1) day, exclusive of meal periods;
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen (14) calendar days.
- (b) Hours of work for regular part-time Power Engineers may be:
 - (i) up to eight (8) hours in any one (1) day; and
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen (14) calendar days.
- (c) Regular part-time employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such employee(s) to work permanent evenings and/or night shifts.

- (d) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular part-time employees shall provide for:
 - (i) not more than two (2) different shift starting times between days off;
 - (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days;
 - (iii) not more than six (6) consecutive days of work without receiving her days off;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
 - (v) a minimum of three (3) hours per shift;
 - (vi) no split shifts; and
 - (vii) excepting part-time employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends over a shift cycle among the regular part-time employees who perform the work involved.
- (e) All part-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee and the Employer. Power Engineers referenced in Article

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

- (f) Regular part-time employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available regular part-time employees who have requested additional hours of work.
- (g) The basic rate of pay will prevail for additional hours of work assigned to a regular part-time employee beyond her scheduled hours provided:
 - (i) she accepts the assignment;
 - (ii) the hours worked do not exceed seven and three-quarter (7 $\frac{3}{4}$) hours per day;
 - (iii) the hours worked do not exceed seventy-seven and one-half (77 $\frac{1}{2}$) hours over a period of fourteen (14) calendar days;
 - (iv) the part-time employee does not work in excess of six (6) consecutive days without days off;
 - (v) the part-time employee does not work in excess of ten (10) days in a fourteen (14) day period; and
 - (vi) if the hours worked would constitute a split shift, the call-back provisions of Article 19 will apply.

When a regular part-time employee accepts additional hours as per the preceding conditions her schedule shall

not be considered to have been changed and therefore Article 16.02 does not apply.

- 16.07 Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.

ARTICLE 17: OVERTIME

- 17.01 The Employer shall determine when overtime is necessary and for what period of time it is required:
- (a) Other than Power Engineers referenced in Article 17.01(b), all authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 $\frac{3}{4}$) hours per day shall be paid at the rate of one and one-half times (1 $\frac{1}{2}$) the basic rate of pay for the first two (2) hours and two times (2X) the basic rate of pay thereafter.
 - (b) For Power Engineers who are scheduled to work the normal hours of eight (8) hours per day, all authorized overtime worked in excess of and in conjunction with eight (8) hours per day shall be paid at the rate of one and one-half times (1 $\frac{1}{2}$ X) the basic rate of pay for the first two (2) hours and at two times (2X) the basic rate of pay thereafter.
- 17.02 Failure to provide at least fifteen and one-half (15 $\frac{1}{2}$) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15 $\frac{1}{2}$) hours rest between scheduled shifts.

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

17.04 **Full-Time Employees**

Overtime shall be shared as equally as possible amongst full-time employees who perform the work involved.

17.05 Full-time employees required to work by the Employer on their scheduled days off shall be paid one and one-half times (1 1/2 X) the basic rate of pay for the first two (2) hours and two times (2X) the basic rate thereafter for hours worked on each such day.

- 17.06**
- (a) A full-time employee may request time off in lieu of overtime worked to be taken in conjunction with her annual vacation by mutual agreement.
 - (b) In the event mutual agreement between the full-time employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked.
 - (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.
 - (d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.

17.07 **Part-Time Employees**

Overtime shall be shared as equally as possible amongst part-time employees who perform the work involved.

- 17.08 Where mutually agreed by the Employer and the regular part-time employee, the regular employee may receive time off in lieu of overtime. Such time off shall be equivalent to the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and regular employee.

ARTICLE 18: ON-CALL

- 18.01 On-call duty shall mean any period during which a regular employee is not working but during which the employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- 18.02 For each assigned hour of authorized on-call duty, a regular employee shall be paid:
- (a) on regularly scheduled days of work, the sum of one dollar and twenty-five cents (\$1.25) per hour; and
 - (b) on scheduled days off and Named Holidays, the sum of one dollar and seventy-five cents (\$ 1.75) per hour. A Named Holiday or scheduled day off shall run from zero zero zero one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.
- 18.03 Where mutually agreed between the Employer and the employee, the employee may receive time off in lieu of On-Call premiums. The time equivalent shall be calculated by dividing the total dollar amount of the above noted payment by the regular employee's basic rate of pay at the time that the time off is taken.

When an employee is supplied a pocket pager by the Employer for the purpose of on-call duty, there shall be no cost to the employee for the use of the pocket pager.

ARTICLE 19: CALL-BACK

19.01 A regular employee who is called back to work during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Article 18, but shall be paid for the hours worked during the on-call period in accordance with the call-back provisions of Article 19.

19.02 Full-Time Employees

A regular full-time employee who is called back and required to return to work outside of her regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate as specified in Article 17.01; or
- (b) four (4) hours at the basic rate of pay; whichever is greater.

19.03 Part-Time Employees

A regular part-time employee who has completed a shift and is called back and required to return to work outside the part-time employees regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate as specified in Article 17.01; or
- (b) four (4) hours at the basic rate of pay; whichever is greater.

ARTICLE 20: PYRAMIDING

20.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

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

ARTICLE 21: SHIFT PREMIUM

- 21 .01 A shift premium of one dollar (\$1 .00) per hour will be paid to an employee working a shift whereby the major portion of such shift is worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours.
- 21.02 The specified shift premium shall be paid in addition to the overtime rate, for overtime worked in conjunction with a regular shift of seven and three-quarter (7 3/4) hours provided at least four (4) hours of the overtime worked occurs between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

ARTICLE 22: WEEKEND PREMIUM

- 22.01 A weekend premium of fifty cents (50¢) per hour shall be paid, in addition to shift premium, if applicable, to an employee working a shift wherein the majority of such shift falls during a sixty-four (64) hour period commencing at 1500 hours on a Friday.

**ARTICLE 23: TRANSPORTATION
ALLOWANCE**

- 23.01 A regular employee who normally travels from the Institution to her place of residence by means of public transportation following the completion of her duty 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 normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Institution to her place of residence.

23.02 **Full-Time Employees**

A full-time employee who is called back to the Institution shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the full-time employee travels for such purpose by private automobile, reimbursement shall be at the rate of twenty-eight cents (28¢) per kilometer from the full-time employee's residence to the Institution and return.

23.03 **Part-Time Employees**

A part-time employee who has completed her shift and is called back and required to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private automobile, reimbursement shall be at the rate of twenty-eight cents (28¢) per kilometer from the part-time employee's residence to the Institution and return. Such allowance will not be paid when reporting for additional hours of work pursuant to Articles 16.06(f) and 16.06(g).

ARTICLE 24: ANNUAL VACATION

24.01 Vacation Entitlement for Full-time Employees

- (a) During each year of continuous service in the employ of the Employer, a regular full-time employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:
 - (i) during the first (1st) to third (3rd) years of such employment a full-time employee earns a vacation time of fifteen (15) working days [one hundred and sixteen point two five (116.25) hours, or in the case of Power

Engineers one hundred and twenty (120) hours];

- (ii) during the fourth (4th) to fourteenth (14th) years of such employment a full-time employee earns a vacation time of twenty (20) working days [one hundred and fifty-five (155) hours, or in the case of Power Engineers one hundred and sixty (160) hours];
- (iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment a full-time employee earns a vacation time of twenty-five (25) working days [one hundred and ninety-three point seven five (193.75) hours, or in the case of Power Engineers two hundred (200) hours];
- (iv) during the twenty-fifth (25th) and subsequent years of such employment a full-time employee earns a vacation time of thirty (30) working days [two hundred thirty-two point five ((232.5) hours, or in the case of Power Engineers two hundred and forty (240) hours];

24.02 Hours Recognized for Determining Vacation Pay

Only those hours of work paid at the basic rate of pay and on a named holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized for the purposes of determining vacation pay.

24.03 Cessation of Vacation Accrual

- (a) There shall be no accrual of vacation pay or time entitlements during:
 - (i) layoff; or

- (ii) a leave of absence without pay which is in excess of thirty (30) consecutive calendar days; or
- (iii) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) consecutive calendar days.

24.04 Time of Vacation

- (a) The Employer shall post the vacation schedule planner by January 1st of each year. Where an employee submits a vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year.
- (b) Where employees have submitted their requests for vacation within the timeframe of January 1st to March 31 stipulated in Article 24.05(a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation which are submitted after March 15 shall be dealt with on a first-come, first-serve basis. A regular employee who chooses to take vacation in broken periods shall be allowed to exercise a preference as to choice of vacation dates for only one vacation period within a calendar year.
- (c) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) A regular employee shall be entitled to an unbroken period of vacation equal to one year's vaca-

tion accrual, unless otherwise mutually agreed between the employee and the Employer.

- (e) Vacation time off commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave.
- (f) Employees shall be permitted to maintain a level of vacation entitlement equal to one (1) year's vacation entitlement plus an additional five (5) days [thirty-eight point seven five (38.75) hours].
- (g) No regular employee may continue to work and draw vacation pay in lieu of taking her vacation.

24.05 Sick While on Vacation

Should a regular employee demonstrate to the satisfaction of the Employer that the employee was admitted to a hospital as an "in-patient" during the course of the employee's vacation, the employee may be considered to be on sick leave for such period of time, subject to the provisions of Article 26 - Sick Leave. Vacation time not taken as a result of such medical treatment shall be taken at a mutually agreeable later date.

24.06 Vacation Pay Upon Termination

An employee leaving the service of the Employer at any time before she has exhausted the vacation credit to which the employee is entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.

24.07 Vacation Entitlement for Part-time Employees

Regular part-time employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a regular employee X The applicable % as outlined below = Number of hours of paid vacation time to be taken.

- (a) six percent (6%) during the first (1st) to third (3rd) continuous years of employment; or
- (b) eight percent (8%) during the fourth (4th) to fourteenth (14th) continuous years of employment; or
- (c) ten percent (10%) during the fifteenth (15th) to twenty-fourth (24th) continuous years of employment; or
- (d) twelve percent (12%) during the twenty-fifth (25th) and subsequent continuous years of employment.

ARTICLE 25: NAMED HOLIDAYS

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

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

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

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

(c) the Government of Canada.

Provided that **the August** Civic Holiday shall not be considered a Named Holiday even if the Municipality declares it to be so.

25.02 No payment shall be due for the Named Holiday which occurs during:

- (a) a layoff; or
- (b) all forms of leave during which a regular employee is not paid; or
- (c) an absence while in receipt of disability insurance or Worker's Compensation Benefits.

Full-Time Employees

25.03 "Floater" Holiday

Each regular full-time employee will be granted an additional day off with pay between April 1st and November 30th at a time mutually agreed upon between the Employer and the employee. An employee is only entitled to such Holiday if the employee is in the employ of the Employer on April 1st of the year in which the Holiday is to be provided. Where mutually agreed between the Employer and the regular full-time employee, the regular full-time employee may receive such holiday at a time outside the above time frame.

25.04 A full-time employee shall be entitled to a day off with pay on or for a Named Holiday provided she:

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

- 25.05 Subject to Article 17.01 a full-time employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times (1 1/2X) the basic rate of pay plus:
- (a) by mutual agreement, a day added to the full-time employee's next annual vacation, or
 - (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) days either before or after the Named Holiday; or
 - (c) one (1) regular days pay.
- 25.06 Subject to Article 25.04 when a Named Holiday falls during a full-time employee's annual vacation the employee shall receive:
- (a) by mutual agreement, a day off with pay added to the full-time employee's annual vacation; or
 - (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) calendar days of the full-time employee's return from annual vacation; or
 - (c) one (1) days regular pay in lieu of the Named Holiday.
- 25.07 When a Named Holiday falls on a full-time employee's regularly scheduled day off, the full-time employee shall receive:
- (a) by mutual agreement a day off with pay added to the full-time employee's next annual vacation; or
 - (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) calendar days, either before or after the Named Holiday; or

- (c) one (1) regular days pay in lieu of the Named Holiday.

25.08 When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a full-time employee's regularly scheduled day off, such employee shall then be entitled to the provisions of Article 25.07.

25.09 Part-Time Employees

- (a) A part-time employee who works on a Named Holiday shall be paid at the rate of one and one-half times (1 1/2) her basic rate of pay for all hours worked;
- (b) Part-time employees shall be paid, four point two percent (4.2%) of their earnings paid at the basic rate of pay and of their vacation pay, in lieu of Named Holiday pay.

ARTICLE 26: SICK LEAVE

26.01 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 After a regular employee has completed her probation period she shall be allowed a credit for sick leave from the date of employment provided however, that a regular employee shall not be entitled to apply sick leave credits prior to the completion of her probation period.

26.03 Sick leave credits shall not accrue during:

- (a) any period of sick leave in excess of thirty (30) calendar days; or

- (b) a layoff; or
 - (c) a leave of absence without pay which is in excess of thirty (30) calendar days; or
 - (d) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 26.04 A regular employee granted sick leave shall be paid for the period of such leave at the regular employee's basic rate of pay and the number of days thus paid shall be deducted from the regular employee's accumulated sick leave credits up to the total amount of the regular employee's accumulated credits at the time sick leave commenced.
- 26.05 When an employee is required to travel for the purpose of medical referral and/or treatment and is unable to schedule such time outside of her work hours, she shall have the right to utilize sick leave credits for such absence, provided such employee notified the Employer as soon as possible in advance of the appointment and provided, that she submits satisfactory proof of attendance at such appointment when required by the Employer to do so.
- 26.06 Regular employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.
- 26.07 When a regular employee has accrued the maximum sick leave credits 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.
- 26.08 An employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without

pay for the duration of the illness or as provided below. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with fourteen (14) days notice of readiness to return to work:

- (a) an employee who is capable of performing the duties of her former classification shall be reinstated by the Employer in the same classification which she held immediately prior to her absence;
- (b) an employee who is not capable of performing the duties of her former classification, but who is capable of performing a job within the Bargaining Unit, shall have a reasonable effort made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of either twenty-four (24) months from the last day of paid sick leave or twenty-four (24) months from the first (1st) day of Long Term Disability entitlement, whichever is greater, an employee who is not capable of returning to work pursuant to (a) or (b) above shall be considered to have terminated her employment relationship with the Employer.

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

26.10 Upon the request of an employee, but not more frequently than twice annually, the Employer shall advise the employee of the amount of her accumulated sick leave credits.

26.11 Full-Time Employees

Sick leave credits for a full-time employee shall be earned and computed at the rate of one and one-half (1½) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

26.12 Part-Time Employees

(a) Sick leave credits for a part-time employee shall be earned and computed at the rate of twelve (12) hours for each period of one hundred and sixty-eight (168) hours worked up to a maximum credit of nine hundred and thirty (930) hours. No credit is granted for fractions of one hundred and sixty-eight (168) hours worked.

i.e. Hours worked = Sick Leave Credit Hours

$$168 = 12$$

$$252 = 12$$

$$336 = 24$$

$$503 = 24$$

(b) When a regular part-time employee accepts an assignment for additional hours of work and then reports sick for such assignment, the employee shall not be entitled to utilize sick leave credits for such assignment.

ARTICLE 27: WORKERS' COMPENSATION

- 27.01 Workers' Compensation Board coverage will be provided by the Employer for a regular employee.
- 27.02 Regular employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits except as provided in Article 27.06 below. An employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.
- 27.03 Article 27.02 above shall not exclude a regular employee from sick leave benefits for periods of absence resulting from an accident which is non-compensable under the Workers' Compensation Act.
- 27.04 Regular employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 27.05 A regular employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when she shall be expected back to work.
- 27.06 (a) An employee who is in receipt of Workers' Compensation Benefits shall be deemed to be on an approved leave of absence without pay. The Employer shall continue their portion of the health care benefit cost-share during such leave of absence.
- (b) The Employer will continue the subrogation process with respect to WCB payments, and will make all necessary deductions to continue health care benefits during such leave of absence.

ARTICLE 28: HEALTH BENEFITS

- 28.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:
- (a) Alberta Blue Cross Supplementary Health Benefits Plan; or equivalent,
 - (b) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of all eligible extensive services; and fifty percent (50%) of eligible Orthodontic Services. in accordance with the current Alberta Blue Cross Dental Schedule. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person;
 - (c) Alberta Health Care Insurance Plan;
 - (d) Group Life Insurance
 - (e) Accidental Death and Dismemberment
 - (f) Short Term Disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings.
 - (g) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period):

- (h) At the Employers' option, a "EI SUB Plan" to supplement an eligible employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- 28.02 (a) The implementation and operation of the Benefit Plan, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions outlined in both the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the Plans.
- (b) The Employer shall make available to all employees participating in these Plans, copies of information booklets of these Plans.
- 28.03 Where a group is not currently participating in the Life and Disability Insurance Plans, a maximum of one (1) survey will be conducted in any calendar year to determine if the group of regular employees meet the participation requirements. The Employer will conduct such a survey within two (2) months of being requested to do so by the Union.
- 28.04 Benefit premiums shall be cost-shared with employees paying twenty-five percent (25%) of the cost and the Employer paying seventy-five percent (75%) of the cost for benefits listed in Article 28.01.

Part-Time Employees

- 28.05 Subject to the preceding provisions where it is anticipated that a part-time employee will work a minimum of fifteen (15) hours per week, averaged over one (1)

complete shift cycle, the part-time employee shall participate in the Health Benefits Plans.

- 28.06 The Union shall be notified of any change to Health Benefits policies.

ARTICLE 29: PENSION PLAN

- 29.01 Eligible employees shall participate in the Local Authorities Pension Plan.
- 29.02 The Employer shall make available to all eligible employees copies of the Local Authorities Pension Plan information booklets.

ARTICLE 30: LEAVES OF ABSENCE

- 30.01 Applications

Applications for leave of absence shall be submitted in writing to the Employer for approval. A false statement in an application for leave of absence or neglect in return at the end of the leave granted may result in dismissal of employment which shall be reported to the Union. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the regular employee's immediate family or for any other reason which the Employer and regular employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

- 30.02 Leave - Union Business

Provided the efficiency of the Institution shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the

Employer to regular employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools.

30.03 Representatives of the Union shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer.

30.04 (a) The Employer recognizes the right of a regular employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a regular employee may be a candidate in federal, provincial or municipal elections.

(b) Regular employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

(c) Regular employees who are elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during their term of office.

30.05 Maternity Leave

(a) A regular employee who has completed twelve (12) months continuous employment shall, upon her written request at least two (2) weeks in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the employee, provided that she commences maternity leave not later than the date of delivery.

- (b) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits or LTD. Maternity leave shall be without loss of seniority. The total period of maternity leave shall not exceed nine (9) months unless mutually agreed between the Employer and employee.
- (c) A regular employee on maternity leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work at which time the Employer will reinstate the regular employee in the same classification held by her immediately prior to taking maternity leave and at the same basic rate of pay.

30.06 Adoption Leave

A regular employee who has completed twelve (12) months continuous employment, shall, upon written request, be granted leave without pay for up to six (6) months as necessary for the purpose of adopting a child and upon two (2) weeks written notice of intent to return to work, the regular employee shall be re-engaged in the same classification held by her immediately prior to taking adoption leave and at the same rate of pay.

30.07 Court Appearance

The Employer shall grant leave of absence without loss of seniority to a regular employee who serves as a juror or witness in any court. The Employer shall pay such a regular employee the difference between her normal earnings and the payment she receives for services as a juror or court witness, excluding payment for travel-

ling, meals, or other expenses. The regular employee will present proof of service and the amount of pay received.

- 30.08 (a) Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.
- (b) Notwithstanding paragraph (a) above, the Employer will continue to pay their cost-share of health benefit premiums during any leave of absence which occurs for the period of time between the expiry of sick leave and the potential commencement of Long-Term Disability.
- 30.09 When an employee is on leave of absence without pay and is receiving Long-Term Disability or Employment sick leave benefit, the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a period not exceeding twenty-four (24) months from the beginning of Long-Term Disability provided that the employee makes prior arrangements with the Employer for the payment of the employee's share of Alberta Health Care premiums. Failure by an employee to submit her portion twenty-five percent (25%), will result in the Employer discontinuing premium payments for that employee.

ARTICLE 31: BEREAVEMENT LEAVE

- 31.01 An employee shall be granted three (3) consecutive working days bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the employee:

spouse (including common-law spouse)
son-in-law child
daughter-in-law parent
mother-in-law brother
father-in-law sister
brother-in-law guardian
sister-in-law grandparent
grandchild step child
step parent step brother
step sister

- 31.02 Bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometers from the employee's residence is necessary.

ARTICLE 32: UNIFORMS

- 32.01 The Employer will furnish and maintain (launder, alter and repair) without charge such uniforms which the Employer requires the employee to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of employees in respect thereto shall be determined by the Employer.
- 32.02 The Employer recognizes that it is desirable for each employee who is required to change into a uniform to be provided a personal locker for storage of clothing and personal belongings.

ARTICLE 33: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- 33.01 In filling a new position or a vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants. The qualifications for the

new position or vacancy shall be consistent with the responsibilities specified in the job description.

33.02 (a) Vacancies for:

- (i) regular positions; and,
- (ii) relief positions scheduled to be greater than fifteen (15) hours per week, and of an expected duration of more than ninety (90) calendar days,

shall be posted for seven (7) calendar days as a general posting throughout the Region, stating the responsibilities and qualifications, location (Department, Physical Plant), existing shift schedule and basic rate of pay for the position and to whom applications should be submitted.

- (b) The Employer may limit subsequent postings for a relief vacancy to two (2) postings.
- (c) An employee off work for ninety (90) calendar days or more shall give the Employer fourteen (14) days notice in writing to their immediate supervisor of their intent to return to work.

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

33.04 The following order for consideration of applicants shall apply:

- (a) the regular employees who are covered by this Collective Agreement in the Department of the Physical Plant where the vacancy exists or the new position is being created;
- (b) next, the regular employees who are covered by this Collective Agreement in the same

Department in other Physical Plants of the Employer;

- (c) next, the regular employees of the Employer who are covered by this Collective Agreement;
- (d) next, the relief employees of the Employer who are covered by this Collective Agreement.
- (e) members of the Canadian Union of Public Employees or any other CUPE health care facility located within the Calgary Regional Health Authority (Acute Care Sector).

An applicant chosen under this paragraph will transfer their full seniority and service to the new Employer, and will have all rights set out in this Collective Agreement as if there was no break in continuous employment.

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

- 33.06
- (a) A copy of all postings shall be forwarded to the designated Officer of the Union, and when the appointment has been made, the designated Officer will be notified of the appointee's name and the Department concerned.
 - (b) Employees who are applicants for postings shall be informed in writing of their acceptance or rejection within seven (7) calendar days of the **date** of appointment.

33.07 A regular employee who is the successful applicant of a posting shall be considered on a trial period in her new position for three hundred and ten **(310)** hours worked following the date of appointment. During this trial period the employee may choose to return or the Employer may direct the regular employee to return to her former position and basic rate of pay without loss of seniority.

33.08 Relief Appointments

- (a) The benefit status of a regular employee filling a relief vacancy shall be as follows:
 - (i) an employee who was receiving benefits prior to the relief position will continue to receive benefits in accordance with Article **28**;
 - (ii) an employee who was not receiving benefits prior to the relief position will not be eligible to receive benefits as a result of the relief position.
 - (b) A regular employee who is the successful applicant on a relief position shall maintain and continue to accrue seniority in accordance with Article 35, and shall revert back to her former position upon completion of the relief position.
- 33.09 (a) When the Employer designates a regular employee to substitute on a position in a classification with a greater end rate and such assignment is for at least two (2) hours in any one (1) shift, she shall be paid, in addition to her basic rate of pay, an amount equal to:
- (i) the difference between "Pay Step 2" of the higher classification and "Pay Step 2" of the employee's classification or,

- (ii) if "Pay Step 2" of the higher classification is less than "Pay Step 2" of the employee's classification, the difference between the employee's basic rate of pay and the next Pay Step on the higher pay range which is greater than "Pay Step 2" of the employee's classification,

for the full period of time she is substituting in the higher paid classification. For the purpose of this sub-clause payment(s) of this premium shall be calculated based on current basic rates of pay identified in the Salaries Appendix.

- (b) When the Employer designates a regular employee to temporarily substitute on a position in a classification with a lesser end rate, she shall continue to receive her previous basic rate of pay for the full period of time she is substituting in the lower paid classification.
- (c) When a regular employee agrees to substitute on another position outside of this Collective Agreement, the regular employee will receive, in addition to her basic rate of pay, an amount commensurate with the additional responsibilities,

ARTICLE 34: DISCIPLINE, DISMISSAL AND RESIGNATION

- 34.01 (a) Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- (b) Copies of all disciplinary notices shall be forwarded to the Union. Regular employees shall be given the opportunity to sign disciplinary notices as having been read.

- (c) An employee shall have the right to have a Shop Steward or Local Union Officer present at the discussion of the written disciplinary notice with the Employer.
 - (d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.
- 34.02 A regular employee absent for three (3) days without notifying the Employer shall be considered to have vacated her position unless, in the opinion of the Employer, such notification was not possible.
- 34.03 Upon service of at least one (1) days notice an employee shall have the right to view her personnel file once each year or when the employee has filed a grievance. An employee shall be given a copy of the contents of her personnel file provided that she first pays to the Employer, a fee to cover the cost of the copying, such fee to be determined by the Employer.
- 34.04 Fourteen (14) calendar days notice in writing, shall be given by a regular employee resigning from the employ of the Employer.

ARTICLE 35: SENIORITY

- 35.01 "Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire and shall continue to accrue during periods of layoff as specified in Article 35.02 and authorized leave of absence.
- 35.02 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire when:

- (a) the employment relationship is terminated by either the Employer or the regular employee;
- (b) twenty-four (24) months has expired following layoffs, during which time the regular employee has not returned to work;

35.03 An up-to-date seniority list shall be sent to the Union in January of each year and when any regular employee is served notice of layoff and such list shall indicate each employee's classification.

35.04 Any relief employee achieving a regular position shall have seniority credited back to the employee's date of hire as a relief employee. At no time will the date of hire be established earlier than May 8, 1996. No seniority shall be credited for time prior to a break in active employment of ninety (90) calendar days or more.

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

ARTICLE 36: LAYOFF AND DISPLACEMENT PROCEDURE

36.01 A layoff shall be defined as a reduction in the number of regular full-time or regular part-time employees.

36.02 Prior to implementation of the provisions of this Article the Employer shall endeavor to meet with the Union to inform the Union of the Employer's intentions. Where it is not possible to arrange a meeting with the Union

the Employer shall provide information to the Union by mail or telephone. The Union shall be notified of layoffs, displacements and reassignments as they occur.

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

36.04 (a) If a regular employee is removed from her position, such employee shall be eligible to displace in accordance with Articles 36.04(b) and (c), subject to the following conditions:

(i) the removed employee has the required qualifications to perform the duties of the position in that paygrade;

(ii) the position in that paygrade will not be deleted within sixty (60) calendar days;

(iii) the employee to be displaced has less seniority;

(iv) If an employee chooses not to fill a vacant position, the employee will have no further option to displace another employee.

(v) If an employee chooses not to displace in accordance with Articles 36.04(b) or(c), she shall only remain eligible to fill a vacant position or be laid off.

(b) In the event a regular full-time employee is removed from her position subject to Article 36.03(a), she will be provided the opportunity to fill a position by choosing one of the following sequential options:

(i) a vacant full-time position in the same paygrade; if not available, then

(ii) displace the least senior full-time employee in the same paygrade; or

- (iii) a vacant full-time position in a lower paygrade; if not available, then
 - (iv) displace the least senior full-time employee in a lower paygrade; or
 - (v) exercise her rights under Article 36.04(c).
- (c) In the event that a regular employee is not eligible to fill a vacant position or displace in accordance with Article 36.03(b), subject to Article 36.03(a), such regular employee will be provided the opportunity to fill a position by choosing one of the following sequential options:
- (i) a vacant benefit-eligible part-time position in the same paygrade; if not available, then
 - (ii) displace the least senior benefit-eligible part-time employee in the same paygrade; or
 - (iii) a vacant benefit-eligible part-time position in a lower paygrade; if not available, then
 - (iv) displace the least senior benefit-eligible part-time employee in a lower paygrade; or
 - (v) a vacant part-time position in the same paygrade; if not available, then
 - (vi) displace the least senior part-time employee in the same paygrade; or
 - (vii) a vacant part-time position in a lower paygrade; if not available, then
 - (viii) displace the least senior part-time employee; or
 - (ix) be laid off.
- (d) A regular employee displaced due to the provisions of this Article shall be eligible to be placed

into a vacant position or to displace another regular employee in accordance with the provisions of this Article.

36.05 Notice Provisions

- (a) The Employer shall notify regular employees to be re-assigned or laid off in accordance with Article 36.03 at least fourteen (14) calendar days before the layoff or re-assignment is to be effective. If the employee who has received layoff notice is not provided with an opportunity to work during the notice period, such employee shall be paid an amount equal to the wages the employee would have earned, had she worked her regular hours of work in the fourteen (14) calendar day period. If such employee is assigned duties other than those normally connected with the classification in question during the notice period, the employee shall not be paid less than the amount of wages she would have been entitled to receive had such employee not been provided with an opportunity to work during the notice period.
- (b) Notice of re-assignment or layoff shall be in writing and shall be served either in person or by double registered letter directed to the employee's last known address. Re-assignment or layoff notices served by double registered letter shall be considered served effective the date of registration with the postal services or, if served in person shall be considered served effective the date of receipt by the employee.
- (c) (i) A displaced regular employee with a choice of positions to fill shall have a maximum of forty-eight (48) hours from the receipt of such notice to provide the Employer with

written notice of her choice of the re-assignment. An employee who fails to provide the Employer with such written notice within the prescribed time limits shall then be reassigned by the Employer.

- (ii) If more than one employee in the same pay-grade is affected in accordance with Article 36.04(d)(i), then such employees shall be simultaneously granted their preference in reassignment in descending order of seniority. Within forty-eight (48) hours, each affected employee shall be required to provide the Employer with a number of prioritized preferences for reassignment in accordance with their seniority rank in the affected group. The Employer will then reassign the employees.
- (d) In the event a regular employee refuses a reassignment, and if such refusal causes a vacant position or positions to exist, then the Employer shall have the right to choose to fill such vacancies by any of the following methods:
 - (i) rescinding layoff or re-assignment notices to other employees; and/or
 - (ii) offering such vacancy to another employee who is displaced or removed from a position due to implementation of the layoff procedures; and/or
 - (iii) posting the vacancy in accordance with the provisions of Article 33.

36.06 Relief Assignment During Layoff

In the event a regular employee on layoff accepts an offer to work as a relief employee, such employee shall

be governed by the Collective Agreement provisions applicable to a relief employee, however, such employee's seniority standing shall not be affected by the period of relief employment.

- 36.07 Subcontracting, Leasing or Technological Change
- (a) In the event regular employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected regular employees into other jobs within the bargaining unit.
 - (b) Regular employees who are transferred by the Employer pursuant to Article 36.07(a), to a lower paid position shall continue to receive their previous rate of pay in accordance with Article 9.06.
 - (c) Regular employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff procedures of this Article.
- 36.08 A regular employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the regular employee has seniority rights. Failure by the regular employee to submit the premium payments will result in the Employer discontinuing premium payments for that employee.
- 36.09 The operation of Article 36 shall not be construed as a violation of Article 16.

ARTICLE 37: RELIEF EMPLOYEES

- 37.01 Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Relief Employees.
- 37.02 Relief Employees required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) their basic rate of pay for all hours worked on the Named Holiday.
- 37.03 Relief Employees shall be paid four decimal two percent (4.2%) of their earnings at the basic rate of pay and of their vacation pay in lieu of Named Holidays.
- 37.04 Relief Employees shall be paid in addition to their earnings at the basic rate of pay:
- (a) four percent (4%) of their earnings at the basic rate of pay during the first and subsequent employment years; or
 - (b) six percent (6%) of their earnings at the basic rate of pay during the fourth and subsequent employment years if applicable;
- in lieu of vacation,
- 37.05 Relief Employees shall be allowed:
- (a) fourteen (14) calendar days off without pay for their vacation after one (1) year of employment; or
 - (b) twenty-one (21) calendar days off without pay for their vacation after four (4) years of employment, if applicable.
- 37.06 In the event that a Relief Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, she shall be compensated by receiving three (3) hours pay at the basic rate of pay.

- 37.07 Relief Employees are not entitled to participate in the Health Benefits Plan.
- 37.08 (a) A Relief Employee who has completed her shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private automobile, reimbursement shall be at the rate of twenty-eight cents (28¢) per kilometer from the employee's residence to the Institution and return provided the return is prior to the commencement of her next shift.
- (b) A Relief Employee who normally travels from the Institution to her place of residence by means of public transportation following the completion of her duty 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 normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Institution to her place of residence.
- 37.09 (a) The Employer shall determine when overtime is necessary and for what period of time it is required:
- (i) other than Power Engineers referenced in Article 37.09(a)(iii), all authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 $\frac{3}{4}$) hours per day shall be paid at the rate of one and one-half times (1 $\frac{1}{2}$ X) the basic rate of pay for the first two (2) hours and two times (2X) the basic rate of pay thereafter; or

(ii) other than Power Engineers referenced in Article 37.09(a)(iv), all overtime worked in excess of seventy-seven and one-half (77 1/2) hours in a fourteen (14) calendar day period shall be paid at one and one-half times (1 1/2X) the basic rate of pay;

whichever is greater;

(iii) for Power Engineers who are assigned to work eight (8) hours per day, all authorized overtime worked in excess of and in conjunction with eight (8) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first two (2) hours and at two times (2X) the basic rate of pay thereafter; or

(iv) for Power Engineers who are assigned to work eight (8) hours per day, all overtime worked in excess of eighty (80) hours in a fourteen (14) calendar day period shall be paid at one and one-half times (1 1/2X) the basic rate of pay;

whichever is greater.

(b) Failure to provide at least fifteen and one-half (15%) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15%) hours rest between scheduled shifts.

(c) (i) "On-call duty" shall mean any period during which a Relief employee is not working but

during which the employee is required by the Employer to be readily available to respond without undue delay to any request to report to work.

- (ii) For each assigned hour of authorized on-call duty, a Relief employee shall be paid the sum of one dollar and twenty-five cents (\$1.25) per hour except that on Named Holidays she shall be paid the sum of one dollar and seventy-five cents (\$1.75) per hour. A Named Holiday shall run from zero zero one (0001) hours on the Named Holiday to twenty-four hundred (2400) hours of the same day.
- (iii) A Relief Employee who is called back to work during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Article 37.09(c)(ii), but shall be paid for the hours worked during the on-call period in accordance with the call-back provision of Article 37.15.
- (iv) When an employee is supplied a pocket pager by the Employer for the purpose of on-call duty, there shall be no cost to the employee for the use of the pocket pager.
- (d) When a Relief Employee is regularly scheduled, she shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.

37.10 Relief Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 31 of this Collective Agreement.

- 37.11 Relief Employees do not accumulate seniority.
- 37.12 Workers' Compensation Board coverage will be provided for Relief Employees.
- 37.13 A Relief Employee who has initiated a grievance shall have access to review her personnel file upon service of at least one (1) days notice.
- 37.14 The provisions of Articles 1,2,3,4,5,6,7,8, 9, 11, 12, 14, 15, 20, 21, 22, 32, 33.04(d) and 38 shall apply to Relief Employees.
- 37.15 A Relief Employee who is employed in a regularly scheduled full-time or part-time capacity and who is called back and required to return to work outside of her regular hours shall be paid for any one (1) call at either:
- (a) the overtime rate as specified in Article 37.09(a);
 - (b) four (4) hours at the basic rate of pay
- whichever is greater.
- 37.16 The provisions of Article 16.01 through 16.04, and 16.07 apply to Relief Employees employed in a regularly scheduled full-time or part-time capacity and:
- (a) the provisions of Article 16.05 apply to Relief Employees who are employed in a regularly scheduled full-time capacity.
 - (b) the provisions of Article 16.06 apply to Relief Employees who are employed in a regularly scheduled part-time capacity.
- 37.17 Relief Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except

by mutual agreement of the employee and the Employer. Relief Power Engineers may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Safety Codes Act.

ARTICLE 38: RETROACTIVITY


- 38.01 An employee whose employment has terminated prior to the date upon which this Collective Agreement is signed by the Employer, shall be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding Collective Agreement and one (1) month after the signing of this Collective Agreement a written application for such retroactive salary.

ARTICLE 39: COPIES OF COLLECTIVE AGREEMENT


- 39.01 Within sixty (60) days of the signing of this Collective Agreement the Employer shall provide the employee with a copy.
- 39.02 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.
- 39.03 The Agreement shall be printed in pocket size form and the costs shall be shared equally between the Parties.

On Behalf of the Employer
by the PROVINCIAL
HEALTH AUTHORITIES
OF ALBERTA, an Employer's
Organization appointed
pursuant to Section 59 of
the LABOUR RELATIONS
CODE, 1988, as the
bargaining agent

On behalf of the
CANADIAN UNION
OF PUBLIC EMPLOYEES



M. Holladay



M. Holladay


DATE: Nov. 24, 1998

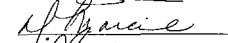
DATE: Dec. 13, 1998

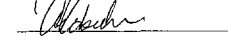
The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

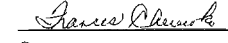
ON BEHALF OF THE
THE CALGARY
REGIONAL HEALTH
AUTHORITY

ON BEHALF OF
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1240

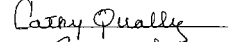


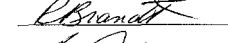


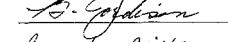




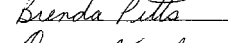
Cathy Qualls

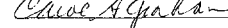


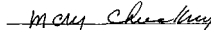




Brenda Pitts







DATE: Nov. 24, 1998

DATE: Dec. 13, 1998

SALARY SCHEDULE
 COMPOSITE LISTING OF CLASSIFICATIONS
 AND SALARY RATES PREPARED PURSUANT
 TO ARTICLE 9 (LOCAL 1240)

1. Clerical Group

Pay Grade	Classification	Effective Date	Pay Steps	
			1	2
1.1*	Clerk Junior	April 1, 1998	10.11	11.00
1.2*	Clerk I Receptionist Typist I	April 1, 1998	11.30	12.43
1.3*	Clerk II Typist II Switchboard Operator Secretary	April 1, 1998	11.87	13.01
1.4*	Admitting Officer Clerk III Unit Clerk Medical Transcriptionist Secretary II Data Entry Operator	April 1, 1998	12.43	13.65
1.5*	Clerk IV Secretary III Sr. Switchboard Operator	April 1, 1998	13.02	14.31

*See Letter of Understanding titled "Job Evaluation System for Clerical Jobs"

2. Food Services

Pay Classification Grade	Effective Date	Pay Steps	
		1	2
2.1 Food Services Aide	April 1, 1998	10.05	11.10
	April 1, 1999	10.35	11.43
	April 1, 2000	10.66	11.78
2.2 Food Services Cashier	April 1, 1998	10.05	11.10
	April 1, 1999	10.35	11.43
	April 1, 2000	10.66	11.78
2.3 Food Services Attendant	April 1, 1998	10.05	11.10
	April 1, 1999	10.35	11.43
	April 1, 2000	10.66	11.78
2.4 Cook Assistant	April 1, 1998	10.96	11.93
	April 1, 1999	11.29	12.28
	April 1, 2000	11.63	12.65
2.5 Cook I	April 1, 1998	13.21	14.74
	April 1, 1999	13.61	15.18
	April 1, 2000	14.01	15.64
2.6 Cook II	April 1, 1998	14.52	16.17
	April 1, 1999	14.96	16.66
	April 1, 2000	15.41	17.16

3. Supervisory Group

3.1 Working Leader	April 1, 1998	12.22	13.43
	April 1, 1999	12.59	13.83
	April 1, 2000	12.97	14.25
3.2 Senior Leader Sr. Stores Attendant	April 1, 1998	13.85	15.44
	April 1, 1999	14.27	15.90
	April 1, 2000	14.70	16.38

4. Medical Support Group

Pay Grade	Classification	Effective Date	Pay Steps					
			1	2	3	4	5	6
4.1*	Pharmacy Assistant	April 1, 1998	10.34	10.78	11.12	11.46	11.82	12.03
	Therapy Aide	April 1, 1999	10.34	10.88	11.23	11.58	11.94	12.22
		April 1, 2000	10.65	11.21	11.57	11.93	12.30	12.59
4.2	Surgical Processor	April 1, 1998	11.48	11.87	12.26	12.65	13.06	
		April 1, 1999	11.82	12.23	12.63	13.03	13.45	
		April 1, 2000	12.18	12.59	13.01	13.42	13.86	
4.3	Pathology Assistant	April 1, 1998	12.79	13.31	13.83	14.35	14.86	15.38
	Therapy Assistant	April 1, 1999	13.05	13.60	14.15	14.70	15.31	15.82
		April 1, 2000	13.44	14.01	14.57	15.14	15.77	16.29

* Receives a lump sum payment of \$0.15 per hour for all hours paid by the Employer, to a maximum of \$300 on April 1, 1998

6. Materials and Supply Management Group

Pay Grade	Classification	Effective Date	Pay Steps	
			1	2
6.1	Service Aide	April 1, 1998	10.05	11.10
		April 1, 1999	10.35	11.43
		April 1, 2000	10.66	11.78
6.2	Service Attendant Porter	April 1, 1998	10.93	11.90
		April 1, 1999	11.26	12.26
		April 1, 2000	11.60	12.63
6.3	Printing Assistant	April 1, 1998	11.48	12.80
		April 1, 1999	11.82	13.18
		April 1, 2000	12.17	13.58

6. Materials and Supply Management Group (cont'd)

Pay Grade	Classification	Effective Date	Pay Steps	
			1	2
6.4	Stores Attendant Driver	April 1, 1998	11.65	12.81
		April 1, 1999	12.00	13.19
		April 1, 2000	12.36	13.59
6.5	Printing Services Operator	April 1, 1998	13.85	15.44
		April 1, 1999	14.27	15.90
		April 1, 2000	14.70	16.38
6.6	Buyer	April 1, 1998	19.67	22.07
		April 1, 1999	20.26	22.73
		April 1, 2000	20.87	23.41

LETTER OF UNDERSTANDING
BETWEEN
CALGARY REGIONAL HEALTH AUTHORITY

and


THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1240

RE: CHANGES TO HEALTH BENEFITS PLAN

The parties hereby agree to the following:

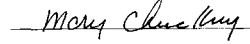
1. The Employer shall continue to keep in force all health benefits currently in place for Employees affected by this Collective Agreement until no later than the first (1st) of the month following three (3) months after June 15, 1998 (date of ratification).
2. The elements of the group health plan, as defined in Article 28 shall be provided to Employees.

ON BEHALF OF
THE EMPLOYER


Carol Agalar

DATE: Nov. 24, 1998

ON BEHALF OF
THE UNION


Mary Chusky

DATE: Dec. 13, 1998

LETTER OF UNDERSTANDING
BETWEEN
CALGARY REGIONAL HEALTH AUTHORITY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1240

RE: ARTICLE 36.05 - LAYOFF

The Parties agree when an employee has been given notice of layoff in accordance with the notice provisions of Article 36.05, and the employee is actively seeking replacement employment, the Employer will grant the employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:

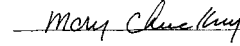
1. The employee notifies the Employer at least twenty-four (24) hours prior to the interview;
2. There is not more than four (4) hours lost time per job interview; and
3. The employee provides the Employer with written confirmation that the employee attended the job interview.

ON BEHALF OF
THE EMPLOYER

ON BEHALF OF
THE UNION



DATE: Nov. 24, 1998



DATE: Dec. 13, 1998

LETTER OF UNDERSTANDING
BETWEEN
CALGARY REGIONAL HEALTH AUTHORITY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1240

RE: APPRENTICESHIP

When an apprenticeship is offered to an employee, the rate of pay shall be either:

- (a) Year 1: Sixty percent (60%) of the applicable journeyman basic rate of pay;
- Year 2: Seventy percent (70%) of the applicable journeyman basic rate of pay;
- Year 3: Eighty percent (80%) of the applicable journeyman basic rate of pay; and
- Year 4: Ninety percent (90%) of the applicable journeyman basic rate of pay;

or,

- (b) a basic rate of pay that is mutually agreeable to the Employer and the Union.

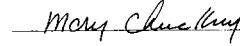
- 2. When an apprentice is on an approved leave of absence for educational reasons related to the apprenticeship program, the cost-sharing for health benefits shall continue.

ON BEHALF OF
THE EMPLOYER



DATE: Nov. 24, 1998

ON BEHALF OF
THE UNION



DATE: Dec. 13, 1998

LETTER OF UNDERSTANDING
BETWEEN
CALGARY REGIONAL HEALTH AUTHORITY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL **1240**

**RE: JOINT COMMITTEE TO REVIEW RELIEF
UTILIZATION**

The Parties agree to the following:

1. Within sixty (60) days of the ratification of this Collective Agreement, the Parties shall establish a Joint Committee to review the utilization of relief shifts.
2. This Joint Committee shall have the authority to investigate and discuss issues. Final recommendations shall be developed by the Joint Committee not later than one hundred and twenty (120) days following its first meeting. Recommendations shall be forwarded to the Chief Operating Officer, Acute Care Services and the Chief Regional Officer, Corporate Services for approval.
3. The topics for discussion may include, but shall not be limited to:
 - (a) levels of recruitment activity for relief staff;
 - (b) the assignment of extra shifts;
 - (c) how new positions are created;
 - (d) the posting of relief jobs.
4. This Committee shall consist of representation from the Employer and from the Union. Each Party shall be eligible to appoint up to four (4) Committee members.

5. Employees participating in this Committee shall suffer no loss of regular earnings for time spent in meetings.

ON BEHALF OF
THE EMPLOYER

ON BEHALF OF
THE UNION



DATE: Nov. 24, 1998



DATE: Dec. 13, 1998

LETTER OF UNDERSTANDING
BETWEEN
CALGARY REGIONAL HEALTH AUTHORITY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL **1240**

RE: REGIONALIZATION

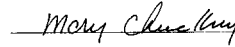
The Parties agree to the following:

Regionalization of health care Employers and services is an issue which will affect the ongoing labour relations between the Parties. The Parties will cooperate to the fullest extent to facilitate regionalization initiatives which promote the effective delivery of health care services and the job security of regular employees. The Parties will have the authority to investigate, discuss and recommend initiatives dealing with:

- (a) seniority;
- (b) layoffs;
- (c) job opportunities;
- (d) training and skills upgrading;
- (e) hybrid positions;
- (f) Collective Agreements to achieve equity/parity;
- (g) redeployment;
- (h) workload;
- (i) other matters relating to the labour relations aspects of regionalization of health care Employers and services.

ON BEHALF OF
THE EMPLOYER

ON BEHALF OF
THE UNION



DATE: Nov. 24, 1998

DATE: Dec. 13, 1998

LETTER OF UNDERSTANDING
BETWEEN
CALGARY REGIONAL HEALTH AUTHORITY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL **1240**

**RE: SEVERANCE FOR CONTRACTING OUT AND
TECHNOLOGICAL CHANGE**

Purpose

1. The parties agree that the primary purpose of the Severance Program (the Program) is to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and to ensure quality and continuity of services. Severance is one of the human resources management tools to assist with contracting out and technological change.
2. Contracting Out
 - 2.1 The Parties recognize the important contribution the General Support Staff make in the delivery of support services, and are committed to ensure job security where reasonably possible. To this end, it is understood by the Parties that this Employer will consult with the Union as soon as reasonably possible and at a minimum, one (1) month prior to any workforce adjustment result from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.

- 2.2 In the event of an adjustment, as outlined in 2.1, the Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary Leaves of Absence, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements, in order to minimize the impact on employees.
- 2.3 The Employers will delay until April 1, 1999 any contracting out of work performed by employees in this bargaining unit which would result in job loss. Notice may be served during the moratorium period.

Severance Offering and Eligibility

3. The Program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2001.
4.
 - (a) Severance will be offered only as a result of contracting out and technological change that results in the permanent reduction in the number of regular Employees within the bargaining unit.
 - (b) Employees on full layoff will not be eligible to apply for the Program.
 - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
5. The Program, when offered by the Employer, will be open to all eligible regular Employees within the bargaining unit as of the date of the Program offering. An approved severance will be calculated as follows:

- The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
- Regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay).
- Partial years will be pro-rated.

Severance Approval

6. (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
- (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the permanent Employees full time equivalency or a comparable full time equivalency.
- (c) The Employer reserves the right to determine of date of termination and once approved, the decision to take severance and terminate employment is irrevocable.

Operation of the Program

7. The Employer will only consider a severance application from an Employee on sick leave, WCB, STD or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
8. Regular Employees whose applications for the Program are approved will terminate their employment and have

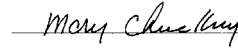
no right to recall under the layoff and recall article of the Collective Agreement.

9. (a) Employees whose application for severance are approved will not be eligible for rehire by this Employer or any Employer or agency funded directly or indirectly by the Employer paying the severance for the period of the severance.
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom the severance was received the difference, if any, between the date they were terminated and the length of time for which the severance was paid.
10. Severance shall be provided at the request of the Employee as:
 - a lump sum;
 - contribution to an RRSP of the Employee's choice;
 - any combination of the above; or
 - other provisions as agreed by the Employer and the Employee
 11. The Employer decision with respect to the application of the Letter of Understanding is final and shall not be subject to the grievance procedure.

This Letter of Understanding shall expire on March 31, 2001.

ON BEHALF OF
THE EMPLOYER

ON BEHALF OF
THE UNION



DATE: Nov. 24, 1998

DATE: Dec. 13, 1998

LETTER OF UNDERSTANDING
BETWEEN
CALGARY REGIONAL HEALTH AUTHORITY
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL **1240**

RE: JOB EVALUATION SYSTEM FOR CLERICAL
JOBS

The Parties agree to the following:

Application

1. This Letter of Understanding shall apply only to the following paygrades:

- Clerical Group: Paygrades 1.1, 1.2, 1.3, 1.4, 1.5;

Red Circling Extension

2. An employee who, as a result of the implementation of the 1996/97 clerical review has been red-circled shall continue to receive her red-circled basic rate of pay until

- (a) The basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay; or

- (b) the job has been reallocated in accordance with this letter of understanding;

whichever is earlier, at which time the Employee will then receive the basic rate of pay for the classification to which the position is allocated.

Job Evaluation System

3. The Employer will use a job evaluation system for positions identified in point 1 where the jobs are evaluated by the Employer based on established factors and where ratings on each factor are combined for a total score.
4. The Employer will provide to the Union the list of factors that the Employer will use to evaluate jobs and the point ranges for each pay range.
5. The Employer will provide ninety (90) days notice to the Union of changes the Employer makes to the job evaluation system.
6. The purpose of the job evaluation system for jobs identified in point 1 is to provide a system for the determination of each regular employee's classification and shall not be considered as an amendment to the scope of the bargaining unit.

Implementation of New Classification Groups

7. Clerical Group:
 - (a) Effective the date of ratification, the following classifications will be deleted:

Current Paygrade	Current Classifications
1.1	Clerk Junior
1.2	Clerk I Receptionist Typist I
1.3	Clerk II Typist II Unit Clerk Switchboard Operator Secretary I

1.4	Admitting Officer Clerk III Medical Transcriptionist Secretary II Data Entry Operator Medical Library Assistant
1.5	Clerk IV Secretary III Sr. Switchboard Operator

(b) Effective the date of ratification, a new Clerical Group will be created as outlined in the table below:

Pay Grade	Classification	Effective Date	Pay Steps	
			1	2
CG1		April 1, 1998	10.94	12.22
		April 1, 1999	11.26	12.59
		April 1, 2000	11.61	12.96
CG2		April 1, 1998	11.48	12.94
		April 1, 1999	11.82	13.33
		April 1, 2000	12.18	13.73

Pay Grade	Classification	Effective Date	Pay Steps	
			1	2
CG3		April 1, 1998	12.04	13.54
		April 1, 1999	12.40	13.95
		April 1, 2000	12.77	14.36
CG4		April 1, 1998	12.73	14.31
		April 1, 1999	13.11	14.74
		April 1, 2000	13.50	15.18
CG5		April 1, 1998	13.46	15.17
		April 1, 1999	13.86	15.63
		April 1, 2000	14.28	16.09

- (c) Jobs will be allocated to the new classifications based on a defined point range for each of the 5 new paygrade levels.

Classification Review

- 8. The Employer agrees to conduct a classification review of all positions covered by this letter of understanding. The purpose of this review is to allocate the positions using the process identified in points 1 through 7.
- 9. The incumbent shall be involved in drafting the content of the job description. Final accountability for job design and the content of the job description shall rest with the Employer.
- 10. The Employer will provide the Union with an outline of the process for conducting job audits. Upon request, the Union shall have the right to observe the job audit.

Communication

- 11. The classification review will be completed no later than twelve (12) months after the date of ratification.
- 12. The results of the classification review, including the following information, will be communicated in writing to the Employee;
 - (a) Classification Allocation,
 - (b) New basic rate of pay, retroactive to April 1, 1998 or April 1, 1999 as applicable,
 - (c) New pay step,
 - (d) Hours worked towards the next increment, if applicable.
- 13. The results of the classification review will be communicated to the Union.

Appeals

14. The Union may contest the results of a particular review by sending a written notice to the Employer within thirty (30) calendar days from the date of the Employer's communication to the Employee as outlined in point 12.
15. The Parties shall attempt to resolve the difference through discussion and/or negotiations. Should the Parties fail to reach an agreement, the Union shall have the right to the grievance procedure commencing at Step III, and within the timelines in accordance with Article 12, Grievance Procedure. Grievance meetings shall be held for all classification grievances initiated as a result of this classification review.

Adjustments to Basic Rates of Pay

16. An Employee who, through this classification review, has their position allocated to a classification which has an end rate that is higher than the Employees current basic rate of pay;
 - (a) Shall move to the closest Pay Step on the new Salary Schedule which results in an increase to the employee's basic rate of pay, effective April 1, 1998 or April 1, 1999 as applicable
 - (b) Where an employee was at Pay Step 1 in his/her previous classification, the employee shall advance to subsequent pay steps, if applicable, on the new salary scale following completion of two thousand twenty-two point seven five (2,022.75) hours worked. Hours worked towards the employee's next salary increment on the "old" schedule will be carried forward and counted towards the employee's next salary increment on the "new" schedule. Further increments, if appli-

cable shall be in accordance with Article 14 of this Collective Agreement.

- (c) Where an employee was at Pay Step 2 in his/her previous classification, the employee shall advance to subsequent pay steps on the new salary scale, if applicable, following completion of one thousand eight hundred and thirteen point five (1,813.5) hours worked. Further increments, if applicable shall be in accordance with Article 14 of this Collective Agreement.

- 17. An Employee who, through this classification review, has his position allocated to a classification which has an end rate that is equal to the Employees current basic rate of pay shall maintain his basic rate of pay and maintain his hours worked towards the next salary increment.
- 18. An Employee who, through this classification review, has their position allocated to a classification which has an end rate that is lower than the Employees current basic rate of pay, shall continue to receive his previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than his previous basic rate of pay, at which time the Employee will then receive the basic rate of pay for the classification to which the position is allocated.

ON BEHALF OF
THE EMPLOYER

ON BEHALF OF
THE UNION



DATE: Nov. 24, 1998

DATE: Dec. 13, 1998

LETTER OF INTENT

To: Elaine Eldon

Re: Enhancements to Health Benefits Plans

The Employer agrees that the following changes will be made to the Alberta Blue Cross extended health and dental plans:

- A. Vision Care: lenses and frames, contact lenses and optometric examinations where claimed to a maximum of one hundred and fifty dollars (\$150) in total each twelve (12) consecutive months for dependant children under eighteen (18) years of age and each twenty-four (24) consecutive months for other insured persons (previously not available).
- B. Out of country medical expenses according to Alberta Blue Cross Travel Plan "B" (previously not available).
- C. Auxiliary Hospital Coverage in Canada to maximum of one thousand dollars (\$1,000) per calendar year per insured (currently three hundred and sixty dollars (\$360) per calendar year).
- D. Orthodontics subject to a lifetime maximum of two thousand dollars (\$2,000) per insured (currently one thousand five hundred (\$1,500)).

These changes and the corresponding premium adjustments will be effective on the first (1st) of the month following ninety (90) full calendar days from ratification.

Dick Robinson
Corporate Leader, Compensation & Classification
Calgary Regional Health Authority

