

**ARTICLES OF A COLLECTIVE AGREEMENT**

**BINDING**

**THE CAPITAL HEALTH AUTHORITY AND THE CARITAS HEALTH GROUP**

**AND**

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA  
(PARAMEDICAL TECHNICAL)**

**FOR THE PERIOD**

**JULY 16, 1997 TO MARCH 31, 2000**

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THIS COLLECTIVE AGREEMENT made this 9th day of December, A.D. 1997.

BETWEEN

**THE CAPITAL HEALTH AUTHORITY AND THE CARITAS HEALTH GROUP**  
(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA  
PARAMEDICAL TECHNICAL UNIT**  
(hereinafter called the "Association")

OF THE SECOND PART

**PREAMBLE**

WHEREAS the parties acknowledge that their primary purpose is to provide efficient hospital and patient care services and believe this purpose can be achieved most readily when harmonious relationships exist between the Employer and its employees,

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

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from and after the date upon which the Health Sciences Association of Alberta and the Employer exchange notice of ratification by their principals of this Collective Agreement, up to and including the thirty-first (31st) day of March, 2000, and from year to year thereafter unless notice, in writing, is given by either party to the other not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date of its desire to change or amend this Collective Agreement.
- 1.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

**ARTICLE 2: DEFINITIONS**

In this Collective Agreement:

- 2.01 "Code" means The Labour Relations Code as amended from time to time.

- 2.02 "Arbitration" shall take meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 "Association" means the Health Sciences Association of Alberta.
- 2.04 "Basic Rate of Pay" is the step in the scale applicable to the employee as set out in the Salaries Appendix inclusive of the qualification differentials set out in Article 14.07 and premium payable as set out in Article 18.01, but exclusive of all other allowances and premium payments.
- 2.05 "Administrator" means the senior person responsible to the Authority/Board for the administration of the Health Care Facility.
- 2.06 "Employee" means any person employed in the bargaining unit referred to in Article 4.01, or who performs functions of a paramedical technical nature. It shall further include any person employed in any new classification added to the bargaining unit in the future pursuant to Article 40.
- 2.07 All employees will be designated as follows:
- (a) "Regular employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
    - (i) "full-time employee" is a regular employee who works the full specified hours in the Hours of Work Article of this Collective Agreement;
    - (ii) "part-time employee" is one who works scheduled shifts, whose hours of work are less than those specified in the Hours of Work Article of this Collective Agreement.
  - (b) "Casual Employee" is a person who:
    - (i) works on a call-in basis and is not regularly scheduled; or
    - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
    - (iii) relieves for an absence the duration of which is three (3) months or less.
  - (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
    - (i) for a specific job of more than three (3) months and less than six (6) months; or
    - (ii) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of three (3) months; or

- (iii) to replace a full-time or part-time employee who is on a leave due to illness or injury where the employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.

- 2.08 "Employer" shall also mean and include such Officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties.
- 2.09 "Health Care Facility" means the Institution administered by the Employer in this Collective Agreement.
- 2.10 "Shift" means a daily tour of duty exclusive of overtime hours.
- 2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.12 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also in the plural and vice versa.
- 2.13 "Authority" means the governing body of the Capital Health Authority.
- 2.14 "Board" means the Board of Directors of the Caritas Health Group.

**ARTICLE 3: MANAGEMENT RIGHTS**

- 3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 3.02 Without limiting the generality of the foregoing, the Association acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
  - (a) maintain order, discipline and efficiency;
  - (b) make, alter, and enforce, from time to time, rules and regulations to be observed by an employee which are not in conflict with any provision of this Collective Agreement;
  - (c) direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
  - (d) hire, promote, transfer, layoff and recall;
  - (e) demote, discipline, suspend or discharge for just cause.



**ARTICLE 4: RECOGNITION AND ASSOCIATION BUSINESS**

- 4.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees employed in the unit as defined by the certificate issued by the Labour Relations Board as "All employees when employed in a paramedical technical capacity" and any amendments thereto.
- 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 Except as otherwise specified elsewhere in this Collective Agreement, all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Chief Executive Officer or designate of the Employer and the Association with a copy to the Chair of the local unit.
- 4.04 An employee shall not engage in Association business during her working hours without prior permission of the Employer.
- 4.05 Any duly accredited Officer employed by the Association may be permitted on the Employer's premises for the purpose of transacting Association business provided prior permission to do so has been granted by the Employer.
- 4.06 A representative of the Association shall have the right to make a presentation of up to thirty (30) minutes during the probationary period or at the orientation of new employees with respect to the structure of the Association, as well as the rights, responsibilities and benefits under the Collective Agreement, provided, however, that attendance at the presentation shall not be compulsory and, further, that a representative of the Employer may be present at such presentation. The Employer will provide the Association with advance notice of the orientation where practicable.
- 4.07 The name of an Association representative shall be supplied in writing to the Employer before she is recognized as an Association representative. A representative of the Association shall be entitled to leave work to carry out her functions as provided in this Collective Agreement, provided permission to leave work during working hours, and agreement on the length of time of such leave, shall first be obtained from the supervisor. Such permission shall not be unreasonably withheld. Representatives shall suffer no loss of pay for time spent on the Employer's premises in performing such duties.

**ARTICLE 5: DUES DEDUCTION AND ASSOCIATION MEMBERSHIP**

- 5.01 Membership in the Association is voluntary.

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

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

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of an employee by reason of race, colour, creed, national origin, political or religious affiliation, sex, sexual preference, marital status, age, physical disability, mental disability nor by reason of membership or non-membership or lawful activity in the Association, nor in respect of an employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

#### **ARTICLE 7: NO STRIKE OR LOCKOUT**

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

## **ARTICLE 8: BULLETIN BOARDS**

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

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

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

## **ARTICLE 9: PROBATIONARY PERIOD**

9.01 A newly-hired regular or temporary employee shall serve a probationary period of one thousand and seven and one-half (1,007 1/2) hours worked exclusive of overtime hours immediately following the date on which the current period of continuous employment commenced. If, in the opinion of the Employer, the employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure. Hours worked as a casual employee in the same classification shall be considered as contributing to the completion of a probationary period up to a maximum of two hundred and fifty-two (252) hours provided that not more than three (3) months have elapsed since she worked for the Employer.

9.02 The Employer shall provide a written evaluation to each probationary employee prior to the completion of her probationary period.

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

## **ARTICLE 10: HOURS OF WORK**

10.01 Regular hours of work for a full-time employee, exclusive of meal periods, shall be:

- (a) seven and three-quarter (7 3/4) work hours per day, and
- (b) an average of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period.

### **10.02 Meal Periods and Rest Periods**

- (a) Regular hours of work shall include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each shift of seven and three-quarter (7 3/4) hours and exclude an unpaid meal period of not less than thirty (30) minutes.

(b) Availability During Meal Periods

Unless otherwise agreed to between the Employer and the employee, when an employee is required by the Employer to remain readily available for duty during her meal period, she shall be paid for the meal period at her basic rate of pay unless she is permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(c) Working During Meal and Rest Periods

If an employee is required to work or is recalled to duty during her meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or she shall receive pay for the full meal period or rest period in accordance with the following:

- (i) for a rest period, she shall be paid at the applicable overtime rate instead of her basic rate of pay.
- (ii) for a meal period that she is not required to be readily available pursuant to Article 10.02(b), she shall be paid at the applicable overtime rate;
- (iii) for a meal period that she is required to be readily available pursuant to Article 10.02(b), she shall be paid the applicable overtime rate instead of her basic rate of pay.

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

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

10.05 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor 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.

**ARTICLE 11: WORK SCHEDULES AND SHIFTS**

11.01 An employee shall be aware that she may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

11.02 **Shift Scheduling Standards and Premiums for Non-compliance**

- (a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:

- (i) at least two (2) of the scheduled days off to be consecutive in each two (2) week period;
  - (ii) where possible one (1) weekend off in each two (2) week period but, in any event, two (2) weekends off in each five (5) week period;
  - (iii) at least fifteen and one-half (15 1/2) hours off duty between the end of one shift and the commencement of the next shift;
  - (iv) not more than seven (7) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide the provisions of Article 11.02(a)(i), (ii), or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
- (i) Failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for one (1) regular shift worked during the two (2) week period.
  - (ii) Failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of four (4) regular shifts worked during the five (5) week period.  
  
Failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(ii) shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of two (2) regular shifts worked during the five (5) week period.
  - (iii) Failure to provide fifteen and one-half (15 1/2) hours off duty in accordance with Article 11.02(a)(iii) shall result in payment of one and one-half times (1 1/2X) the basic rate of pay for all hours worked on that next shift.
- (c) For the purpose of this provision, "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum of fifty-six (56) hours off duty.
- (d) An employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and employee provided that, in the event of an emergency or where unusual circumstances exist, the employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

- (i) scheduled days off shall not be considered as day duty, and

- (ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the employee according to the shift schedule save and except for the vacation.

11.03 **Schedule Posting and Schedule Changes**

- (a) Unless otherwise agreed between the Employer and the Association, shift schedules shall be posted twelve (12) weeks in advance. If a shift schedule is changed after being posted, the affected employees shall be provided with fourteen (14) calendar days notice of the new schedule. In the event that an employee's schedule is changed in the new shift schedule and she is not provided with fourteen (14) calendar days notice, she shall be entitled to premium payment subject to the provisions of Article 11.03(b), (c) and (d).
- (b) Unless an employee is given at least fourteen (14) calendar days notice of a change of her scheduled day(s) off she shall be paid one and one-half times (1 1/2X) her basic rate of pay for all hours worked on such day(s) unless such change is at the employee's request.
- (c) If, in the course of a posted schedule, the Employer changes the employee's scheduled shift (i.e.: days to evenings, days to nights or evenings to nights) but not her day off she shall be paid at the rate of one and one-half times (1 1/2X) her basic rate of pay for all hours worked on the first shift of the changed schedule unless fourteen (14) calendar days notice of such change has been given.
- (d) If, in the course of a posted schedule, the Employer changes the employee's shift start time by two hours or more she shall be paid at the rate of one and one-half times (1 1/2X) her basic rate of pay for all hours worked on this shift unless fourteen (14) calendar days notice of such change has been given.

11.04 In the event that an employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, she shall be compensated for that inconvenience by receiving two (2) hours pay at her basic rate of pay.

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

11.06 **Employee Shift Trading**

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

**ARTICLE 12: OVERTIME**

12.01 Overtime is all time authorized by the Employer and worked by an employee in excess of seven and three-quarter (7 3/4) hours per day or on scheduled days of rest.

12.02 The Employer shall designate an individual who may authorize overtime.

12.03 Authorization for overtime after the fact by the Employer shall not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

12.04 Overtime will be paid in accordance with the following:

(a) For work in excess of seven and three-quarter (7 3/4) hours per day, one and one-half times (1 1/2X) her basic rate of pay for the first two (2) consecutive hours and two times (2X) her basic rate of pay thereafter, exclusive of meal periods, if taken. This overtime payment will cease and the employee's basic rate of pay will apply at the start of the next regularly scheduled shift.

(b) For work on scheduled day(s) of rest:

(i) one and one-half times (1 1/2X) her basic rate of pay for the first (two) 2 hours of overtime worked on the employee's first (1st) scheduled day of rest; and two times (2X) her basic rate of pay for overtime hours worked in excess of two (2) hours on such day, or

(ii) two times (2X) her basic rate of pay for hours worked during such second (2nd) and subsequent consecutive days worked.

This overtime payment will cease and the employee's basic rate of pay will apply at the start of her next scheduled shift.

12.05 An employee who normally returns to her place of residence by means of public transportation following the completion of her regularly scheduled shift, but who is prevented from doing so by being required to remain on duty longer than such shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to her place of residence.

12.06 Subject to mutual agreement between the Employer and an employee, the employee may be granted time off duty in lieu of overtime payments at the applicable premium rate. Unless mutual agreement between an employee and the Employer is reached as to when accumulated overtime will be taken as time off in lieu of overtime payment, such liability of the Employer as of the last day of March, shall be paid out.

12.07 Except in cases of emergency, or by mutual agreement between the Employer and the employee, no employee shall be required to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four hour period beginning at the first hour the employee reports for work.

**ARTICLE 13: ON-CALL DUTY**

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

13.02 Unless otherwise agreed between the Employer and the Association, on-call periods shall be scheduled at least twelve (12) weeks in advance excepting in cases of emergency. Employees whose on-call schedule has been changed with less than fourteen (14) calendar days notice shall be paid at the higher on-call rate.

13.03 Wherever possible, the employee shall not be assigned to on-call duty more than seven (7) consecutive calendar days. Employees assigned to on-call duty more than seven (7) consecutive days in any two (2) week period shall be paid the higher on-call rate for the eighth (8th) and subsequent days in that two (2) week period. The higher on-call rate shall apply until an employee has two (2) consecutive days off without being on-call. Where an employee is on-call for more than seven (7) consecutive calendar days at her request or as the result of an exchange with another employee, the regular on-call rates shall apply.

13.04 Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by an employee shall be prescribed by the Employer.

13.05 **On-Call Pay**

For each assigned hour, or part thereof, of authorized on-call duty, an employee shall be paid:

- (a) on regularly scheduled days of work, the sum of one dollar and seventy-five cents (\$1.75) per hour; and
- (b) on days off and Named Holidays, the sum of two dollars and twenty-five cents (\$2.25) per hour. A Named Holiday or non-work day shall run from zero zero zero one (0001) hours on the Named Holiday or non-work day to twenty-four hundred (2400) hours of the same day.

13.06 An employee called back to duty on a Named Holiday shall be:

- (a) compensated in accordance with Article 13.07; and
- (b) given compensating time off at her basic rate of pay for actual hours worked on the call-back at a mutually agreeable time. Time not taken by the last day of March in any given year shall be paid out.



13.07

**Call-Back Pay**

- (a) For each occasion that an employee is called back to duty during the employee's on-call period, in addition to the payment received for being on-call, the employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for two (2) hours, whichever is the longer, at the overtime rate of one and one-half times (1 1/2X) the basic rate of pay. After two (2) hours worked on any single call-back, two times (2X) the basic rate of pay will apply. An employee called back to duty will be permitted to leave the Health Care Facility upon completion of the procedure or examination for which she was called back. However, any further requests for procedures received by an employee prior to leaving the Health Care Facility following completion of the work required on the initial call shall be considered one call for the purpose of determining call-back pay.
- (b) When a regular or temporary employee who has not been assigned "on-call duty" is called and required to report for work on a call-back basis; she shall be paid for all hours worked, or for two (2) hours, whichever is greater, at two times (2X) her basic rate of pay. Such employee shall be entitled to the provisions of Article 13.09.
- (c) Call-back pay may be granted in the form of time off duty with pay in accordance with the provisions of Article 12.06.

13.08

The Employer shall make every effort to avoid placing an employee "on-call" on the evening prior to or during scheduled off-duty days.

13.09

An employee who is called back for duty shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private motor vehicle, reimbursement shall be at the rate of at least twenty-eight cents (28¢) per kilometre from the employee's residence and return. In those situations where hospital policy requires that the employee use a taxi for call-back purposes, should the employee commence her regular shift during the call-back, the Employer will pay the taxi fare from the Health Care Facility to her place of residence upon completion of the shift providing the employee uses this mode of transportation.

13.10

When a pocket-paging system is utilized by the Health Care Facility, an employee will be supplied with a pocket pager by the Employer while on-call at no cost to the employee.

**ARTICLE 14: SALARIES**

14.01

Basic salary scales and increments shall be as set out in the Salaries Appendix and shall:

- (a) be effective on the dates specified therein;

- (b) be applicable to an employee employed in a designated classification only when such classification has been created within the work force of the Employer and falls within the scope of this bargaining unit;
- (c) form a part of this Collective Agreement.

14.02 (a) Unless otherwise changed by the operation of this Collective Agreement, salary increments for regular full-time employees shall be applied on the appropriate anniversary of the date the employee commenced employment with the Health Care Facility as a regular full-time employee.

- (b) Unless otherwise changed by the operation of this Collective Agreement, a regular part-time employee who has had a change in status to a regular full-time employee shall have her anniversary date established based on hours worked with the Employer at the increment level such employee was entitled to receive immediately prior to her change in status.

14.03 Both parties to this Collective Agreement recognize that an employee normally improves in skill and ability relative to experience. In the event that there is just reason to believe that such improvement has not occurred, an annual increment may be withheld. Where an increment is withheld, the employee and the Association shall be so advised, in writing, and the employee's performance will be evaluated, in writing on a month-to-month basis. After she reaches a satisfactory performance level, the increment shall be granted as of that date; however, her anniversary date, for annual increment purposes, shall not be changed.

14.04 When determining the equivalent monthly rate, the following equation shall be used:

$$\frac{\text{Basic Hourly Rate} \times 2,022.75}{12} = \text{Monthly Salary}$$

14.05 (a) Where applicable, an employee who has completed the required training in any of the Technologies covered by this Collective Agreement and who is awaiting registration/certification examinations or results of same shall be paid ninety percent (90%) of the starting rate for the Level I classification. Upon proof of having passed the registering/certifying examination, the salary of such employee shall be adjusted to the full rate retroactive to date of successful completion of the examination, or commencement of employment, whichever is the later.

- (b) An employee covered by this Collective Agreement who has not successfully completed a recognized course of training or certification examinations normally required for the classification in which she is employed shall be paid ninety percent (90%) of the applicable rate in the salary scale according to length of service. The provisions of this Article shall not apply to an employee in this category employed prior to the signing date of this Collective Agreement who has been paid the full rate for the classification. Such employee shall continue to be paid at the higher rate.

14.06 **Sole Charge Capacity**

Laboratory Technologists, Medical Radiation Technologists, Health Record Administrators, Health Record Technicians, Respiratory Therapists, E.E.G. Technologists, Combined Laboratory and X-Ray Technicians and Dietary Technologists who are employed in a sole charge capacity shall be paid at least the Technologist/Technician II rate of pay.

- 14.07 (a) Employees who have successfully completed post graduate education programs resulting in qualifications as listed below shall receive for the highest qualification held, provided the qualification is utilized in the normal course of duties, in addition to their hourly rate as set out in the Salaries Appendix, an amount as herein stated for the qualification:

	<u>Hourly</u>	<u>Monthly Equivalent</u>
Advanced Registered Technologist (C.S.L.T.)	.59	\$100.00
R.T. plus Baccalaureate	.59	\$100.00
Licentiate, C.S.L.T.	.89	\$150.00
Fellowship, C.S.L.T.	.89	\$150.00
Advanced Certification, C.A.M.R.T.	.59	\$100.00
F.C.A.M.R.T. (Fellowship), C.A.M.R.T.	.89	\$150.00
Registered Radiation Technologist plus		
B.Sc. in Radiological Technology	.59	\$100.00
Bachelor of Medical Records Science	.44	\$ 75.00
Advanced Registered Respiratory Therapist	.59	\$100.00
Masters	.89	\$150.00
Advanced Registered Technologist (C.S.C.T.)	.15	\$ 25.00

- (b) Those employees who, on the commencement date of this Agreement, are receiving additional salary for post graduate qualifications in excess of the amounts stated above or for qualifications other than those stated above shall continue to receive the higher amount during the term of this Collective Agreement.

14.08 **Forensic Allowance**

An employee covered by this Collective Agreement who is required to perform forensic examinations or tests on human remains as requested by a Medical Examiner shall receive, in addition to her basic salary, the sum of thirty dollars (\$30.00) for each such occasion.

**ARTICLE 15: RECOGNITION OF PREVIOUS EXPERIENCE**

- 15.01 Salary recognition shall be granted for work experience satisfactory to the Employer, (including experience in the private sector) provided not more than two (2) years have elapsed since such experience was obtained as outlined in the following guidelines:

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

- 15.02 Additional time worked, measured in monthly units, and not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.
- 15.03 This Article shall be applicable only to employees whose date of hire is on or after the date of exchange of ratification, of this Collective Agreement.
- 15.04 The Employer shall advise all employees in writing at the time of hire as to the pay grade and step in the Salaries Appendix.

**ARTICLE 16: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

**16.01 Shift Differential**

- (a) For the period from July 16, 1997 to March 31, 1998, a shift differential of one dollar (\$1.00) per hour shall be paid to:
  - (i) employees working a shift, wherein the majority of the hours of such shift falls within the period fifteen hundred (1500) to zero seven hundred (0700) hours, or
  - (ii) employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between fifteen hundred hours (1500) and zero seven hundred (0700) hours.
- (b) Effective April 1, 1998, a shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to:

- (i) employees working a shift, wherein the majority of the hours of such shift falls within the period fifteen hundred (1500) to zero seven hundred (0700) hours, or
  - (ii) employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours provided that greater than two (2) hours are worked between fifteen hundred hours (1500) and zero seven hundred (0700) hours.
- (c) Shift differential shall not be considered part of the basic hourly rate of pay.
- (d) Shift differential shall be paid in addition to the overtime rate, for overtime worked in conjunction with the shift worked in (a) or (b) above.

16.02

**Weekend Premium**

- (a) For the period from July 16, 1997 to March 31, 1998, a weekend premium of fifty cents (50¢) per hour shall be paid:
- (i) to employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
  - (ii) to employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
  - (iii) to employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- (b) Effective April 1, 1998, a weekend premium of one dollar and ten cents (\$1.10) per hour shall be paid:
- (i) to employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
  - (ii) to employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
  - (iii) to employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

16.03

Where applicable, shift differential and weekend premium will be stacked.

**ARTICLE 17: RESPONSIBILITY PAY**

- 17.01 (a) When a Technologist I, Technician I, or Therapist I works in the absence of any of the regular technical supervisory personnel and is designated to be responsible for the performance of additional technical and/or supervisory duties, she shall receive sixty-five cents (65¢) per hour for such responsibility.
- (b) For the purposes of the application of Article 17.01(a), the reference to Technologist I shall not be deemed to include Physiological Laboratory Technologist I.

**ARTICLE 18: TEMPORARY ASSIGNMENTS**

- 18.01 When an employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher salary scale, she shall be paid, in addition to her hourly rate as set out in the Salaries Appendix, the difference between the beginning rate in the salary scale for her classification and the beginning rate in the salary scale of the classification to which she is temporarily assigned. The resultant basic rate of pay shall not exceed the maximum rate of the salary scale of the classification to which she is temporarily assigned. This provision shall not apply where the period of temporary assignment is less than one (1) full shift.
- 18.02 Where an employee is directed to substitute on another job outside the scope of the bargaining unit, the employee will receive, in addition to her basic rate of pay, a minimum amount of one dollar and fifty cents (\$1.50) per hour. An employee so assigned shall continue to be covered by the terms and conditions of this Collective Agreement.
- 18.03 During periods of temporary assignment to a classification to which is assigned a higher salary scale, an employee so assigned shall receive any overtime or call-back premiums based on the higher basic rate of pay.

**ARTICLE 19: AMBULANCE DUTY AND CAMP ALLOWANCE**

- 19.01 (a) Ambulance Duty
- An employee accompanying a patient being transferred by ambulance and/or aircraft, shall be entitled to receive fifty dollars (\$50.00) per round trip beyond a radius of thirty-five (35) kilometers from her place of employment in addition to her basic rate of pay, and if applicable, overtime premium on the same basis as if she had been working at the Health Care Facility. The employee shall be reimbursed for reasonable and substantiated expenses incurred directly as a result of such duty.

(b) Camp Allowance

For each twenty-four (24) hour period spent in a camp setting, a thirty-dollar (\$30.00) camp allowance shall be paid to participating employees. In the event that an employee is incapacitated as a result of an accident sustained in the discharge of her duties while participating in this program, it is understood that the provisions of Article 24 shall apply.

**ARTICLE 20: TRAVEL EXPENSES**

20.01 When an employee, at the request of the Employer, drives a motor vehicle other than a motor vehicle supplied by the Employer, a transportation allowance of twenty-eight cents (28¢) per kilometre shall be paid.

20.02 When an employee is required by the Employer to travel for employment purposes, she shall be reimbursed for all reasonable expenses supported by receipts as required by the Employer.

20.03 Employees who are required to use their personal vehicles for Employer business, and to maintain business use insurance coverage as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the employee as follows:

Cost of Business Use Insurance Coverage \$ _____	Less	Cost of Personal Use Insurance Coverage \$ _____ (Basic Age Group - Good Record)	=	Reimbursement to Maximum of \$125.00
_____ (Basic Age Group - Good Record)				

20.04 Except when an employee applies for a position other than the one the employee occupies at the time of the application, if the Employer requests an employee to provide a driver's abstract, the cost of obtaining the abstract shall be reimbursed by the Employer upon production by the employee of proof of payment of the cost.

**ARTICLE 21: VACATION WITH PAY**

21.01 **Definitions**

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the twelve (12) month period commencing on the first day of \_\_\_\_\_ in each calendar year and concluding on the last day of \_\_\_\_\_ of the following calendar year;
- (c) "date of employment" means:

- (i) 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; or
- (ii) 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.

21.02 **Vacation Entitlement**

Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken in the following vacation year, except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) For the period from July 16, 1997 to March 31, 1998:
  - (i) during each of the first (1st) and second (2nd) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or
  - (ii) during each of the third (3rd) to fourteenth (14th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or
  - (iii) during each of the fifteenth (15th) to twenty-fourth (24th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or
  - (iv) during each of the twenty-fifth (25th) and subsequent years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days.
- (b) Effective April 1, 1998:
  - (i) during the first (1st) year of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or
  - (ii) during each of the second (2nd) to ninth (9th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or
  - (iii) during each of the tenth (10th) to nineteenth (19th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or



(iv) during each of the twentieth (20th) and subsequent years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days.

21.03 (a) Where a voluntarily terminated employee commences employment within six (6) months of date of termination of employment with another Employer signatory to a Collective Agreement containing identical provisions for entitlement to vacation as this agreement, such employee shall retain the level of entitlement to vacation accrued with the former Employer.

(b) Where an employee is voluntarily terminating her employment, the Employer shall provide the employee with a written statement of her vacation entitlement upon termination.

21.04 No employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to or earned vacation benefits in excess of that set out herein shall have her vacation entitlements reduced. Provided, however, that this clause would only apply where the employee is working for the same Employer at all relevant times.

21.05 **Time of Vacation**

(a) All vacation earned during one vacation year shall be taken during the next following vacation year, at a mutually agreeable time, except that an employee may be permitted to carry forward a portion of vacation entitlement to the next vacation year. Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Employer.

(b) Notwithstanding Article 21.05(a) above, an employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:

(i) such utilization does not exceed the total credits earned by an employee at the time of taking vacation; and

(ii) such vacation is taken at a mutually agreeable time.

(c) An employee may request vacation leave during any period of the year.

(d) Upon the request of an employee, earned vacation credits may be divided into more than one vacation period if approved by the Employer. Such request shall not be unreasonably denied.

- (e) Seniority shall be considered when there is a dispute regarding preference for the time that vacation is to be taken. Employees failing to exercise seniority rights within two (2) weeks of the time that the employees are asked to choose a vacation time, shall not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority.

21.06 Vacation pay will be payable in advance on the regular pay day prior to the commencement of the vacation period if requested by the employee at least fourteen (14) days in advance of the regular pay day. In extenuating circumstances, consideration may be given to a shorter notice period.

21.07 Unless given four (4) weeks advance notice of an alteration to her scheduled vacation period, an employee required by the Employer to work during her vacation period will receive two times (2X) her basic rate of pay for all hours worked. This premium payment will cease and the employee's basic rate of pay will apply at the start of her next regularly scheduled shift. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of the Employer, an employee may elect to receive payment at the basic rate of pay in lieu of the aforementioned time off.

**ARTICLE 22: NAMED HOLIDAYS**

22.01 (a) Full-time employees shall be entitled to a day off with pay on or for the following Named Holidays:

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

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

- (i) the Municipality in which the Health Care Facility is located;
  - (ii) the Province of Alberta; or
  - (iii) the Government of Canada.
- (b) In addition to the foregoing Named Holidays, full-time employees who are in the employ of the Employer on February 1st shall be granted an additional holiday as a "floater holiday" in that year. The Floater Holiday shall be scheduled at a time mutually agreed upon between the Employer and employee. If the holiday is not taken by the last day of March in the following year, it shall be paid out.

- (c) If the Employer designates a common date for the day off with pay in lieu of a Named Holiday which falls on a Saturday or Sunday, such common date shall be designated by way of notice posted in the Health Care Facility at least six (6) months prior to the occurrence of the Named Holiday.

22.02 To qualify for a Named Holiday with pay the employee must:

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

22.03 An employee obliged, in the course of duty to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) her basic rate of pay plus:

- (a) one (1) days pay; or
- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to her next annual vacation; or
- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) days pay at the basic rate of pay is desired; and
- (e) compensating time off, at her basic rate of pay, for all hours worked in excess of seven and three-quarter (7 3/4) hours.

22.04 If a date is not designated pursuant to Article 22.01(c) and subject to Article 22.02, when a Named Holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall receive:

- (a) one (1) days pay; or
- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to her next annual vacation; or
- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that payment of one (1) days pay at the basic rate of pay is desired.

22.05 When a Named Holiday falls during an employee's annual vacation, the employee shall receive:

- (a) by mutual agreement, a day added to the vacation period; or
- (b) an alternate day off at a mutually agreed time; or

- (c) failing mutual agreement as to the option to be applied, one (1) days pay at her basic rate of pay.

22.06 The Employer shall rotate, as evenly as possible, amongst employees in a department or section, as applicable, the requirement to work on a Named Holiday.

22.07 (a) No payment shall be due for a Named Holiday which occurs during:

- (i) a layoff; or
- (ii) all forms of leave during which an employee is not paid.

(b) No additional payment shall be due for a Named Holiday which occurs during a period when an employee is receiving Short Term Disability, Long Term Disability or Workers' Compensation benefits.

### **ARTICLE 23: SICK LEAVE**

23.01 (a) Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under The Workers' Compensation Act.

(b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy shall be considered sick leave.

23.02 After an employee has completed five hundred and three and three-quarters (503 3/4) hours of work, she shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days provided, however, that an employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and three and three-quarter (503 3/4) hours of work.

23.03 In a facility where there is no Short Term Disability plan in effect, an employee who continues to be off work but who has exhausted her sick leave credits, shall be deemed to be on a leave of absence without pay or benefits for up to one hundred and twenty (120) working days from the first day of absence from work, or until the employee becomes eligible to apply for Long Term Disability benefits, whichever occurs first.

23.04 An employee granted sick leave shall be paid for the period of such leave at her basic rate of pay, and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time sick leave commenced.

23.05 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident, or quarantine.

- 23.06 When an employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time, she shall recommence accumulating sick leave credits.
- 23.07 Except as otherwise specifically provided in this Collective Agreement sick leave pay shall not be granted during any leave of absence.
- 23.08 Sick leave credits shall accrue for the first (1st) month during periods of illness, injury, layoff, and/or leaves of absence in excess of one (1) month.
- 23.09 (a) No sick leave shall be granted for any illness which is incurred once an employee commences her vacation; in this event, the employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.
- (b) Sick leave shall be granted:
- (i) if an employee becomes ill during her vacation period as stated in Article 23.09(a) above, only after the expiry of the employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the employee becomes ill prior to the commencement of the scheduled vacation. If the employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 23.09(a), should an employee demonstrate to the satisfaction of the Employer that she was admitted to hospital as an "in patient" during the course of her vacation, she shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in the hospital shall be rescheduled to a mutually agreeable time.
- 23.10 (a) An employee who commences employment within six (6) months of the date that she voluntarily terminated employment with another Employer signatory to a Collective Agreement containing identical sick leave provisions shall retain to her benefit, in accordance with the provisions of this Article, entitlement to the balance of accumulated sick leave credits at the time of said termination. Otherwise, sick leave credits will be cancelled and no payment will be due therefor. The employee shall be provided with a written statement of such entitlement upon her termination.

- (b) In the case where the employee was formerly employed by the Glenrose Rehabilitation Hospital or the Alberta Cancer Board, and the conditions precedent to the application of the provisions of (a) above have been satisfied, the balance of accumulated sick leave credits at the time of termination shall be determined by subtracting the number of days of benefit paid pursuant to the Sick Leave Plan in effect with the applicable Employer identified above, from the sum of the credit that would have been earned had the provisions of Article 23.02 applied during the same period.

23.11 If an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be neither charged against her accumulated sick leave, nor shall she suffer any loss of income provided such absence does not exceed two (2) hours during one work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

23.12 An employee may request in writing once a year the status of her sick leave entitlement.

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

#### **ARTICLE 24: WORKERS' COMPENSATION**

- 24.01 (a) An employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full net take home pay calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
- (i) the employee assigns over to the Employer, on proper forms, the monies due to her from the WCB for time lost due to an accident, and
  - (ii) the employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10th) day, can be charged against such sick leave credits for each day an employee is off work due to accident within the meaning of the WCB Act; and
  - (iii) the employee keeps the Employer informed regarding the status of her WCB claim and provides any medical or claim information that may be required by the Employer.

- (b) The parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the WCB. In light of this, the time limitation for correcting over or under payments provided in Article 27 shall not commence until the Employer has received reimbursement for WCB, or has issued any statement of adjustment to the employee, whichever is later.
- (c) An employee who is in receipt of Workers' Compensation Benefits and who is not eligible to receive the WCB Supplement pursuant to Article 24.01(b) shall be deemed to be on a leave of absence without pay.
- (d) An employee in receipt of Workers' Compensation benefits shall:
  - (i) be deemed to remain in the continuous service of the Employer for purposes of prepaid health benefits and salary increments;
  - (ii) accrue vacation credits and sick leave for the first (1st) month of such absence.

24.02 An employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of her former position shall provide the Employer with two (2) weeks written notice, when possible, of readiness to return to work. The Employer shall reinstate the employee in the same classification held by her immediately prior to the disability with benefits that accrued to her prior to the disability;
- (b) incapable of performing the duties of her former position, shall be entitled to benefits she is eligible for under Sick Leave or Short Term Disability or Long Term Disability, in accordance with Article 23 or 25.

24.03 The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 29 and 11.

#### **ARTICLE 25: EMPLOYEE BENEFIT PLANS**

25.01 The Employer shall continue the following group plans for all eligible employees where such plans are currently in effect or shall implement the following group plans where enrollment and other requirements of the Insurer for group participation have been met:

- (a) Alberta Health Care Insurance Plan;
- (b) the Provincial Health Authorities of Alberta Benefits Plan or equivalent providing for:

- (i) Group Life Insurance (one times (1X) basic annual earnings rounded up to the next higher \$1,000.00 with an option for additional life insurance to at least twice annual earnings rounded to the next highest \$1,000.00);
  - (ii) Accidental Death & Dismemberment Insurance - (amount equal to group life insurance);
  - (iii) Short Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The short term disability shall become effective on the first working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the short term disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);
  - (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period);
  - (v) Alberta Blue Cross Dental Plan or equivalent, which plan provides eighty percent (80%) reimbursement of basic eligible dental expenses, fifty percent (50%) of extensive eligible dental expenses and fifty percent (50%) of orthodontic eligible dental expenses in accordance with the current Alberta Dental Association Fee Guide, and within the limits of the Plan.
  - (vi) Alberta Blue Cross Supplementary Health Benefits Plan, or equivalent.
- (c) At the Employer's option, a "UIC SUB Plan" to supplement an eligible employee's Unemployment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical substantiation.

25.02 Where the benefits specified in Article 25.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.

25.03 The premiums will be cost shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee.



- 25.04 During the first twenty-four (24) months an employee is on L.T.D, she may continue participation in the Alberta Health Care Insurance Plan by paying the full premium costs to the Employer. The employment of an employee shall be terminated when she has been on L.T.D for twenty-four (24) months.
- 25.05 An employee shall cease to earn sick leave credits and vacation credits while on S.T.D and L.T.D.
- 25.06 No employee who, immediately prior to being covered by the terms and conditions of this Collective Agreement, was entitled to benefit plans providing benefits in excess of those set out herein shall have her benefits reduced. Provided, however, that this clause would only apply where the employee is working for the same Employer at all relevant times.
- 25.07 The Employer shall distribute to all employees brochures and other relevant information concerning the above plans upon hiring, and when there are changes to the plan.
- 25.08 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 Association.
- 25.09 (a) Such coverage shall be provided to:
- (i) a regular full-time employee; and
  - (ii) a regular part-time employee whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
  - (iii) a temporary employee who is hired to work for a position of six (6) months duration or longer and whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular and temporary part-time employees whose hours of work average less than fifteen (15) hours per week over one (1) complete cycle of the shift schedule, temporary employees hired for a position of less than six (6) months duration, and casual employees, are not eligible to participate in the Employee Benefits Plan. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement shall not have benefits discontinued solely due to the application of this provision.
- 25.10 (a) The Employer will provide one (1) copy of each of the plans to the Health Sciences Association of Alberta.
- (b) The Employer shall advise the Association of all premium rate changes pursuant to Article 25.01(b).

**ARTICLE 26: PENSION PLAN**

26.01 The Employer shall contribute to the Local Authorities Pension Plan, the Public Service Pension Plan, or an alternate plan agreed to by the Association, as applicable, to provide benefits for participating employees provided they are scheduled to work at least fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the applicable plan. A copy of a brochure outlining the plan shall be provided by the Employer to each eligible employee.

**ARTICLE 27: OVER/UNDER PAYMENTS**

27.01 In the event that an employee is over or under compensated by error on the part of the Employer by reason of salary payment for:

- (a) vacation benefits; or
- (b) sick leave benefits; or
- (c) salary;

the Employer shall correct such compensation error not later than the second following pay day. If an under payment is not corrected by the second following pay day, the employee shall have ten (10) days to file a grievance as outlined in Article 46.

**ARTICLE 28: SENIORITY**

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

- (b) For casual employees whose status changes to regular or temporary or someone subsequently determined by the Labour Relations Board or agreed to by the parties as being in the bargaining unit, the "seniority date" shall be established by dividing their contiguous hours worked with the Employer by 2,022.75.

28.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited as provided in Article 28.01.

28.03 Seniority shall be the determining factor in:

- (a) preference of vacation time;
- (b) layoffs and recalls, subject to the qualifications specified in Article 30;
- (c) promotions and transfers within the bargaining unit subject to the qualifications specified in Article 29.

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

- (a) when an employee resigns or is terminated from her position with the Employer; or
- (b) upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work; or
- (c) if an employee does not return to work on recall to her former classification and full-time equivalency.

28.05 The Employer shall provide the Association on an annual basis a listing of the employees in order of seniority in accordance with the provisions of Article 28.01. This listing shall be provided monthly if there are employees on layoff.

**ARTICLE 29: PROMOTIONS, TRANSFERS AND VACANCIES**

29.01 (a) Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of two (2) months or more, shall be posted not less than eight (8) calendar days in advance of making an appointment.

(b) Where circumstances require the Employer to fill a posted vacancy before the expiry of eight (8) calendar days, the appointment shall be made on a temporary or relief basis only.

(c) Subject to Article 29.05 where vacancies are filled, first consideration shall be given to employees who are already members of the bargaining unit.

(d) The notice of posting referred to in Article 29.01(a) shall contain the following information:

(i) duties of the position;

(ii) qualifications required;

(iii) hours of work;

(iv) status of position, and expected term if a temporary position; and

(v) salary.

(e) The Employer shall forward copies of the posting of vacancies of all positions within the bargaining unit as outlined in Article 29.01(a) to the Association local unit chair within seven (7) calendar days of the posting.

29.02 Applications for newly created positions, transfers, or promotions shall be made, in writing, to the Employer.

29.03 The Association Local Chair shall be advised of the name of the successful applicant of a posting for a position in the bargaining unit within seven (7) calendar days of the appointment. Where an employee in the bargaining unit has applied on the posting, the name of the successful applicant shall be communicated in writing to the applicants in the bargaining unit within seven (7) calendar days of the appointment.

29.04 (a) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, she shall be reinstated in her former position. If such reinstatement is not possible, the employee shall be placed in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position.

The reinstatement or placement of an employee in accordance with Article 29.04(a) shall not be construed as a violation of the posting provisions of Article 29.01.

(b) Where a vacancy for a temporary position has been filled by the appointment of a casual employee, and, where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, she shall be reinstated to casual status.

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

29.06 All transfers and promotions shall be on a trial basis. The transferred or promoted employee will be given a trial period of four hundred and eighty-eight point two five (488.25) hours in which to demonstrate her ability to perform the new tasks to the satisfaction of the Employer. Should such employee fail to succeed during the aforementioned trial period, the Employer will make a sincere effort to reinstate the employee in her former position, or, if such reinstatement is not possible, place the employee in another suitable position. Such reinstatement or placement shall be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position.

- 29.07 When an employee is promoted to a classification to which is assigned a higher salary scale, the salary of such promoted employee shall be advanced to that step in the new scale which is next higher than her current rate or to the step which is next higher again if such salary increase is less than the employee's next normal increment on the former salary scale. In the event that a promoted employee is at the last increment in the scale for the classification held prior to the promotion, her salary shall be advanced to that step in the scale which is next higher than her current rate, or if such salary increase is less than the employee's last normal annual increase, she shall be advanced to the step which is next higher again in the scale.
- 29.08 An employee's anniversary date for the purpose of qualifying for an annual increment shall not be changed as a result of a promotion.
- 29.09 When, because of inability to perform the functions of a position or because of ill health or by her request, an employee is transferred to a classification to which is assigned a lower salary scale, her rate will be adjusted immediately to the step in the lower salary scale that will result in the recognition of service from the date the current period of continuous employment commenced.
- 29.10 Promotion shall not be used to fill a temporary vacancy of less than two (2) months. In the event that an employee is assigned to a classification with a higher salary scale in order to fill a temporary vacancy, the provisions of Article 18 shall apply.

**ARTICLE 30: LAYOFF AND RECALL**

- 30.01 (a) In case it becomes necessary to reduce the work force by
- (i) reduction in the number of employees, or
  - (ii) reduction in the number of regularly scheduled hours available to one or more employees,
- the Employer will notify the Association and all employees who are to be laid off at least fourteen (14) calendar days prior to layoff, except that the fourteen (14) calendar days' notice shall not apply where the layoff results from an Act of God, fire, or flood. If the employee laid off has not been provided with an opportunity to work her regularly scheduled hours during fourteen (14) calendar days after notice of layoff, the employee shall be paid in lieu of such work for that portion of the fourteen (14) calendar days during which work was not made available. Where the layoff results from an Act of God, fire or flood the affected employee shall receive pay for the days when work was not available up to a maximum of two (2) weeks' pay in lieu of notice.
- (b) If the Employer proposes to layoff an employee, while she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall not be served with notice under sub-article (a) until she has advised the Employer of her readiness to return to work.

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

30.02

- (a) Layoff shall be in reverse order of seniority, however the Employer shall have the right to retain employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining employees who are not capable and qualified of performing the work required.
- (b) The parties shall discuss the appropriate application of the above clause.

30.03

**Recall**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the employee is capable and qualified of performing the work required.
- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the employee's last known place of residence. The employee so notified will return to work as soon as possible but, in any event, not later than five (5) days following either the date of the telephone call or the date the letter was registered.
- (c)
  - (i) The Employer shall endeavour to offer opportunities for casual work to laid off employees in order of their seniority before assigning the work to a casual employee, providing the laid off employee is qualified and capable of performing the work required.
  - (ii) Notwithstanding the provisions of Article 30.03(c)(i), where the Employer has a multi-site facility, casual work shall first be made available to laid off employees of the specific location from which the employee was laid off.
  - (iii) A laid off employee may refuse an offer of casual work without adversely affecting her recall status.
  - (iv) An employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual employee, however, such employee's recall status and seniority standing upon recall shall not be affected by the period of casual employment.
- (d) For the purpose of this clause "Casual Work" shall mean:
  - (i) work on a call-basis which is not regularly scheduled;
  - (ii) regularly scheduled work for a period of three (3) months or less for a specific job; or
  - (iii) work to relieve for an absence the duration of which is anticipated to be three (3) months or less.

(e) Notwithstanding the provisions of Article 28.04, if an employee is recalled for any length of time, other than for Casual Work, then that employee's period of recall rights starts anew.

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

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

30.06 In the case of layoff in excess of one (1) months duration, the Employer shall inform the employee that she may make arrangements, subject to the applicable Pension Board's approval, for the payment of her contributions to the applicable pension plan, and that she may make prior arrangement for the payment of the full premiums for applicable employee benefit plans contained in Article 25 subject to the Insurer's requirements.

#### **ARTICLE 31: TECHNOLOGICAL CHANGE**

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

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

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

31.04 Where alternative employment is not available or is not acceptable to the employee, the Employer will give the employee a minimum of six (6) weeks notice or pay in lieu of notice of displacement, and all conditions of the Layoff and Recall Article shall apply with the exception that notice contained in Article 30.01 will not apply.

#### **ARTICLE 32: CONTRACTING OUT**

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

## **ARTICLE 33: LEAVES OF ABSENCE**

### **33.01 General Policies Covering Leaves of Absence**

- (a) An application for leave of absence shall be made, in writing, to the Employer as early as possible. The application shall indicate the desired dates for departure and return from the leave of absence.
- (b) An employee who has been granted leave of absence of any kind and who overstays her leave without permission of the Employer shall be deemed to have terminated her employment.
- (c) Except as provided in Article 33.01(d), where an employee is granted a leave of absence of more than a months duration, and that employee is covered by any or all of the plans specified in Article 25, that employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.
- (d) For the portion of Maternity Leave during which an employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, UIC SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an employee absent due to illness.
- (e) In the case of a leave of absence or a deemed leave of absence, an employee shall accrue sick leave and vacation credits for the first (1st) month. An employee's increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.

### **33.02 General Leave**

- (a) Leave of absence without pay may be granted to an employee at the discretion of the Employer and the employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where approval is denied, the Employer will respond in writing and reasons shall be given.
- (b) (i) For the period from July 16, 1997 to March 31, 1998, if an employee is unable to report to work as the result of
  - A. illness or appointments in the immediate family requiring the employee's personal attention, or
  - B. important family circumstances, not foreseeable by or beyond the control of the employee, that can only be resolved by the employee's personal attention,



she shall inform the Employer as soon as possible, and where possible in advance. The employee may use banked sick leave, vacation days, banked overtime or unpaid leave of absence for the hours not worked. Such absence from work shall not exceed three (3) calendar days per year (non-cumulative). The employee may be required to submit satisfactory proof of the illness, appointment or important family circumstance, and the family relationship.

- (ii) Effective April 1, 1998, 33.02(b)(i) is replaced in its entirety by the following:

If an employee is unable to report to work as the result of illness in the immediate family requiring the employees personal attention, she shall inform the Employer of such and she shall use a vacation day, leave of absence or banked overtime for the hours not worked. Such absence from work shall not exceed three (3) calendar days per year. The employee may be required to submit satisfactory proof of illness.

### 33.03 **Educational Leave/Exchange Programs**

- (a) The parties to this Collective Agreement recognize the value of continuing education for each employee and recognize that continuing education is deemed necessary with technological change for employees covered by this Collective Agreement and recognize that the responsibility for such continuing education lies not only with the individual but also with the Employer.
- (b) A paid leave of absence and/or reasonable expenses may be granted to an employee at the discretion of the Employer to enable the employees to participate in education or exchange programs.
- (c) Should the Employer direct an employee to participate in a specific program, such employee shall be compensated in accordance with the following:
  - (i) For program attendance on regularly scheduled working days, the employee shall suffer no loss of regular earnings.
  - (ii) For hours in attendance at such program on regularly scheduled days off, the employee shall be paid at her basic rate of pay to a maximum of seven and three-quarter (7 3/4) hours per day.
  - (iii) The Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.

- (d) For the purpose of qualifying for an annual increment, an employee granted educational/exchange leave shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) calendar months only of such period of leave. In the event the duration of educational/exchange leave continues for a period in excess of eighteen (18) months, an employee's anniversary date for salary increment purposes shall be delayed by the amount of time that said leave exceeds eighteen (18) months, and the newly established anniversary date shall prevail thereafter.
- (e) An employee absent on approved education/exchange leave shall be reinstated by the Employer in the same position and classification held by her immediately prior to taking such leave or be provided with alternate work of a comparable nature.

#### 33.04

#### **Bereavement Leave**

- (a) Bereavement leave with pay of:
  - (i) five (5) consecutive working days shall be granted in the event of the death of a member of the employee's immediate family. Upon request, the employee may be granted additional leave of absence without pay. Immediate family of the employee is defined as spouse, parent, child, brother, sister, fiancée. Step-parent, step-children, step-brother and step-sister shall be considered as members of the employee's immediate family. "Spouse" shall include common-law or same sex relationship and shall be deemed to mean a man or woman who resided with the employee and who was held out publicly as his/her spouse for a period of at least one year before the death.
  - (ii) three (3) consecutive working days shall be granted in the event of the death of the following members of the employee's family (i.e. mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, and grandchild).
- (b) Bereavement Leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the employees residence is necessary for the purpose of attending the funeral.
- (c) Notwithstanding the provisions of Article 33.04(a) and (b), where special circumstances exist, an employee may request that bereavement leave be divided into two periods. Such request is subject to the approval of the Employer. In no circumstances however shall an employee be eligible for more days off with pay than she would have been eligible to receive had the bereavement leave been taken in one undivided period.
- (d) In the event of the death of another relative or friend the Employer may grant time off with pay to attend the funeral service.

33.05

**Parental Leave**

- (a) An employee who has completed her probationary period shall, upon her written request, be granted Maternity Leave to become effective six (6) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, UIC SUB Plan benefits, STD or LTD. Maternity Leave shall not exceed nine (9) months unless an extension is granted by the Employer. Request for an extension due to ill health of the mother or the child shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional six (6) months.
- (b) A pregnant employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided by Article 33.05(a) if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than nine (9) months, the employee may request further leave without pay as provided by Article 33.01.
- (c) A father-to-be who has completed his probationary period shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the employee and the Employer. Such leave shall be without pay and benefits and shall not exceed six (6) months.
- (d) An employee absent on Parental Leave shall provide the Employer with six (6) weeks written advance notice of her readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

33.06

**Adoptive Parent Leave**

- (a) An employee who has completed the probationary period shall be granted leave of absence without pay and benefits for a period of up to six (6) months in duration for the purpose of adopting a child provided that:
  - (i) she makes written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of such application; and

- (ii) she provides the Employer with at least one (1) days notice that such leave is to commence.
- (b) An employee absent on adoptive parent leave shall provide the Employer with six (6) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same position held immediately prior to taking such leave or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and with other benefits accrued to her at the date the leave commenced.

33.07 **Paternity Leave**

Paternity leave of at least one (1) working day with pay shall be granted upon the written request of a male employee to enable such employee to attend to matters directly related to the birth of his child.

33.08 **Association Business**

- (a) Provided the operational efficiency of the Health Care Facility shall not in any case be disrupted, leave of absence shall be granted by the Employer to an employee elected or appointed to represent the Association at conventions, meetings, workshops, seminars, schools, Association business. Such leave shall be without pay. If the request is denied, reasons shall be given by the Employer.
- (b) Representatives of the Association shall be granted time off without pay in order to participate in collective bargaining with the Employer or its bargaining agent.
- (c) Members of the Executive Council of the Association shall be granted a leave of absence without pay to attend to Association business. Such member shall provide the Employer with such request in writing with as much advance notice as possible.
- (d) The President of the Association shall be granted leave without pay as required to attend to Association business, provided reasonable notice is given. Where it can be demonstrated that it is not operationally possible to grant the leave, it shall be denied.

**ARTICLE 34: IN-SERVICE PROGRAMS**

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

**ARTICLE 35: COURT APPEARANCE**

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

**ARTICLE 36: EVALUATIONS AND PERSONNEL FILES**

- 36.01 (a) The parties to this Collective Agreement recognize the desirability of employee evaluations. Evaluations shall be conducted at least on an annual basis.
- (b) Evaluations shall be for the constructive review of the performance of the employee.
- 36.02 All such evaluations shall be in writing.
- 36.03 (a) Meetings for the purpose of the evaluation interview shall be scheduled by the Employer with reasonable advance notice, which shall not be less than forty-eight (48) hours. The employee may review her personnel file prior to the interview upon her written request.
- (b) The employee shall be given a copy of her completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The employee shall sign the completed evaluation document upon receipt for the sole purpose of indicating that she is aware of the evaluation. She shall have the right to respond in writing within seven (7) calendar days of receipt of the evaluation document, and her reply shall be placed in her personnel file.
- (c) If an evaluation interview is scheduled on an employee's off duty hours or on days of rest, the employee shall be compensated according to the provisions of Article 12 or Article 44.

- 36.04 An employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, except a Board of Arbitration, the Employer's counsel, or as required by law, without the written consent of the employee.
- 36.05 By appointment made in writing at least one (1) working day in advance, an employee may view her personnel file. Upon request, an employee shall be given a copy of requested documents from her file. The employee may be required by the Employer to pay a reasonable fee to cover the cost of copying, which fee shall be established by the Employer.

**ARTICLE 37: DISCIPLINE AND DISMISSAL**

- 37.01 Except for the dismissal of an employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 37.02 Unsatisfactory conduct by an employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the employee with a fax copy to the Association office within two (2) working days and a copy of the original letter to the Association office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action.
- 37.03 Unsatisfactory performance by an employee which is considered by the Employer to be serious enough to be entered on the employee's record, but not serious enough to warrant suspension or dismissal, may result in a written warning to the employee with a fax copy to the Association office within two (2) working days and a copy to the Association office within five (5) working days of the disciplinary action. The written warning shall indicate that it is disciplinary action. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the employee's performance shall be reviewed with respect to the discipline. The employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period should the employee's performance so warrant.
- 37.04 The procedures stated in Articles 37.02, 37.03 and 37.10 do not prevent immediate suspension or dismissal for just cause.
- 37.05 An employee who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for suspension or dismissal, and a copy of the letter shall be sent to the Association within two (2) working days.
- 37.06 Any written documents pertaining to disciplinary action or dismissal shall be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 37.07 An employee, who has been subject to disciplinary action, shall after two (2) years from the date the disciplinary measure was initiated, request in writing that her record be cleared of that disciplinary action. The Employer shall confirm in writing to the employee that such action has been effected.

- 37.08 An employee who is dismissed shall receive her termination entitlements at the time she leaves.
- 37.09 For purposes of this Article, a working day shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.
- 37.10 When circumstances permit, the Employer shall provide at least twenty-four (24) hours advance notice to an employee required to meet with the Employer for the purposes of issuing discipline. The employee may be accompanied by a representative of the Association at such meeting.

### **ARTICLE 38: RESIGNATION/TERMINATION**

- 38.01 An employee shall provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days notice of her desire to terminate her employment.
- 38.02 If the required notice of termination is given, an employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the day on which she terminates her employment.

#### **38.03 Vacation Pay on Termination**

- (a) If employment is terminated, and proper notice given, an employee shall receive vacation pay in lieu of:
- (i) the unused vacation earned during the previous vacation year at her basic rate of pay, together with;
  - (ii) six percent (6%) if eligible for fifteen (15) working days, or eight percent (8%) if eligible for twenty (20) working days, or ten percent (10%) if eligible for twenty-five (25) working days, or twelve percent (12%) if eligible for thirty (30) working days of her earnings at the basic rate of pay from the end of the previous vacation year to the date of termination.
- (b) Notwithstanding other provisions of this Collective Agreement, if employment is terminated by an employee without giving proper notice pursuant to Article 38.01, such employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay provided that this clause may be waived if termination is due to cause which is acceptable to the Employer.

- 38.04 An employee shall be deemed to have terminated her employment when:
- (a) she is absent from work without good and proper reason and/or the approval of the Employer; or
  - (b) she does not return from layoff as required, or upon the expiry of twelve (12) months following layoff during which time the employee has not been recalled to work.

38.05 If the required notice of termination is given, an exit interview with the Employer shall be granted at the employee's request prior to termination.

**ARTICLE 39: JOB DESCRIPTIONS**

39.01 Copies of job descriptions shall be on hand within the appropriate department(s) and shall be available to each employee upon request.

39.02 Upon request, the Employer will provide the Association with a copy of a job description for any classification in the bargaining unit provided that a request for a particular job description is not made more than once in a calendar year.

**ARTICLE 40: JOB CLASSIFICATIONS**

**40.01 New Classifications**

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

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



40.02 **Classification Review**

- (a) An employee who has good reason to believe that she is improperly classified may apply to the Director to have her classification reviewed. The Director will give consideration to such application and notify the employee accordingly.
- (b) Should the employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between the Association and the Employer.
- (c) The Employer shall notify the Association of the Hospital's position within thirty (30) days of the matter being brought to him by the Association.
- (d)
  - (i) Where the decision of the Employer relates to an employee-initiated request for a change in classification, the Employer's decision shall not be subject to the Grievance Procedure and Arbitration.
  - (ii) Where the decision of the Employer relates to an Employer-initiated down-grading in classification, the affected employee shall be entitled to use the Grievance Procedure and Arbitration.

**ARTICLE 41: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

- 41.01 The parties to this Collective Agreement agree to establish an Employee-Management Advisory Committee(s) or the equivalent for promoting harmonious relationships and discussing topics of mutual concern between the employees and the Employer.
- 41.02 There shall be no loss of income for time spent by employees at meetings and in carrying out the functions of this committee.

**ARTICLE 42: OCCUPATIONAL HEALTH AND SAFETY**

- 42.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention. Required safety equipment and devices will be provided where necessary by the Employer.
- 42.02 The Health Care Facility shall establish a Health and Safety Committee which shall be composed of representatives of the Employer and at least one (1) employee representative of the Association and may include representatives of other employee groups. This Committee shall meet at least once a month.
- 42.03 The number of Employer representatives on the Committee shall not exceed the number of representatives from the Association and other employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings.
- 42.04 The basic rate of pay shall be paid to an employee representative for time spent in attendance at a meeting of this Committee.

- 42.05 The Committee shall consider such matters as occupational health and safety.
- 42.06 The Health and Safety Committee shall also consider measures necessary to protect the security of each employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps 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 Authority/Board. The Authority/Board will reply in writing to the Health and Safety Committee within thirty (30) days of the receipt of the recommendation.
- 42.07 Where the Employer requires that the employee receive specific immunization and titre, as a result of or related to her work, it shall be provided at no cost.

**ARTICLE 43: PROTECTIVE CLOTHING**

- 43.01 When an employee is required to wear protective clothing in the course of duty, it shall be the responsibility of the Employer to provide and launder such clothing.

**ARTICLE 44: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

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

Article 9: Probationary Period  
Article 11: Work Schedules and Shifts  
Article 23: Sick Leave  
Article 25: Employee Benefit Plans  
Article 26: Pension Plan  
Article 28: Seniority  
Article 30: Layoff and Recall  
Article 31: Technological Change  
Article 33: Leaves of Absence  
Article 37: Discipline and Dismissal  
Article 38: Resignation/Termination

- 44.02 (a) A temporary full-time or temporary part-time employee shall be covered by the terms and conditions of this Collective Agreement, applicable to full-time or part-time employees as the case may be.
- (b) At the time of hire, the Employer shall state in writing the expected term of employment.
- (c) A temporary employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position nor placement pursuant to Article 29.04(b).

44.03

**Hours of Work**

(A) Amend Article 10.01 to read:

"Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) hours in any day. The ratio of work days to non-work days shall not exceed 5:2 averaged over a period of not more than four (4) weeks. An average of two (2) days per week shall be scheduled as designated days of rest."

(B) Amend Article 10.02(a) by adding:

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

(C) Amend Article 10.02 by adding:

"(d) A part-time employee may work additional shifts from time to time.

(e) Where a part-time employee volunteers or agrees, when requested, to work additional shifts, which are not designated as her scheduled days of rest, she shall be paid her basic rate of pay for such hours or, if applicable, at the overtime rate provided in Article 44.05(A) for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day.

(f) An employee required by the Employer to work on her scheduled day(s) off will receive:

(i) one and one-half times (1 1/2X) her basic rate of pay for the first two (2) hours of overtime worked during the first (1st) such day and two times (2X) her basic rate of pay for overtime hours worked in excess of two (2) hours on such day; and

(ii) two times (2X) her basic rate of pay for hours worked during such second (2nd) and subsequent consecutive days worked.

This premium payment will cease and the employee's basic rate of pay will apply at the start of her next scheduled shift, or additional shift worked pursuant to Article 44.03(C)(e).

(g) At the time of hire or transfer, the Employer shall state in writing a specific number of hours per shift cycle which shall constitute the regular hours of work for each part-time employee. Such hours shall not be altered except by mutual agreement between the Employer and the employee or by the operation of the provisions of this Collective Agreement.

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

44.04

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

"11.01 An employee shall be aware that she may be required to work various shifts throughout the twenty-four (24) hour day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.

11.02 Shift Scheduling Standards and Premiums for Non-compliance

- (a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:
  - (i) where possible one (1) weekend off in each two (2) week period but, in any event two (2) weekends off in each five (5) week period;
  - (ii) at least fifteen and one-half (15 1/2) hours off duty between the end of one shift and the commencement of the next shift.
  - (iii) not more than seven (7) consecutive scheduled days of work.
- (b) Where the Employer is unable to provide for the provisions of Article 11.02(a)(i) or (ii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:
  - (i) Failure to provide both of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of four (4) regular shifts worked during the five (5) week period.  
  
Failure to provide one (1) of the required two (2) weekends off duty in accordance with Article 11.02(a)(i), shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of two (2) regular shifts worked during the five (5) week period.
  - (ii) Failure to provide fifteen and one-half (15 1/2) hours off duty between the end of one shift and the commencement of the next shift shall result in payment of one and one-half times (1 1/2X) the basic rate of pay for all hours worked on that next scheduled shift.

- (c) For the purpose of this provision "weekend" shall mean a consecutive Saturday and Sunday assuring a minimum 56 hours off duty.
- (d) An employee required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless mutually agreed to by the Employer and employee provided that, in the event of an emergency or where unusual circumstances exist, the employee may be assigned to such shift as deemed necessary by the Employer.

11.03 Schedule Posting and Schedule Changes

- (a) Unless otherwise agreed between the Employer and the Association shift schedules shall be posted twelve (12) weeks in advance. If a shift schedule is changed after being posted, the affected employees shall be provided with fourteen (14) calendar days notice of the new schedule. In the event that an employee's schedule is changed in the new shift schedule, and she is not provided with fourteen (14) calendar days notice, she shall be entitled to premium payment subject to the provisions of Article 11.03(b).
- (b)
  - (i) If, in the course of a posted schedule, the Employer changes the employee's shift, she shall be paid at the rate of one and one-half times (1 1/2X) her basic rate of pay for all hours worked on the first shift of the changed schedule unless fourteen (14) calendar days notice of such change has been given.
  - (ii) If, in the course of a posted schedule, the Employer changes the employee's shift start time by two hours or more, she shall be paid at the rate of one and one-half times (1 1/2X) her basic rate of pay for all hours worked on this shift unless fourteen (14) calendar days notice of such change has been given.

11.04 In the event that an employee reports for work as scheduled and is required by the Employer not to commence work but to return to duty at a later hour, she shall be compensated for that inconvenience by receiving two (2) hours pay at her basic rate of pay.

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

11.06 Employee Shift Trading

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

44.05 **Overtime**

(A) Amend Article 12.01 to read:

"All hours, authorized by the Employer and worked by:

- (i) a regular part-time employee in excess of the maximums specified in Article 44.03(A); or
- (ii) a casual employee in excess of seven and three-quarter (7 3/4) hours in a day or one hundred and fifty-five (155) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period;

shall be paid for at one and one-half times (1 1/2X) the basic rate of pay for the first two (2) hours worked on a given day and two times (2X) the basic rate of pay for overtime hours worked thereafter on that day."

(B) Article 12.04 is null and void.

44.06 **On-Call Duty**

(A) Amend Article 13 by adding:

"13.11 In Health Care Facilities where departments provide service on a regular basis more than five (5) days a week, five (5) days in each consecutive seven (7) day period shall be deemed as work days for the purposes of paying the on-call rate to casual employees."

44.07 **Salaries**

(A) Amend Article 14.02 to read:

"Notwithstanding the time periods stated for increment advancement in the Salaries Appendix, part-time, temporary and casual employees to whom these provisions apply shall be entitled to an increment on the satisfactory completion of two thousand and twenty-two point seven five (2,022.75) regular hours of work, and a further increment on the satisfactory completion of each period of one thousand eight hundred and twenty-nine (1829) regular hours of work thereafter until the maximum rate is attained."

44.08 **Vacation With Pay For Part-Time Employees**

(A) Article 21.02 is amended to read:

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 as specified in Articles 44.03, 44.08(C) and 45.12(A)	X	The applicable percentage as outlined in (a) or (b) below	=	Number of hours of paid vacation time to be taken
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- (a) For the period from July 16, 1997 to March 31, 1998:
  - (i) six percent (6%) during each of the first (1st) and second (2nd) years of continuous part-time employment; or
  - (ii) eight percent (8%) during each of the third (3rd) to fourteenth (14th) years of continuous part-time employment; or
  - (iii) ten percent (10%) during each of the fifteenth (15th) to twenty-fourth (24th) years of continuous part-time employment; or
  - (iv) twelve percent (12%) during each of the twenty-fifth (25th) and subsequent years of continuous part-time employment.
- (b) Effective April 1, 1998:
  - (i) six percent (6%) during each of the first (1st) year of continuous part-time employment; or
  - (ii) eight percent (8%) during each of the second (2nd) to ninth (9th) years of continuous part-time employment; or
  - (iii) ten percent (10%) during each of the tenth (10th) to nineteenth (19th) years of continuous part-time employment; or
  - (iv) twelve percent (12%) during each of the twentieth (20th) and subsequent years of continuous part-time employment.

**Vacation for Casual Employees**

(B) Article 21.02 is amended to read:

"(a) Vacation Entitlement

A casual employee shall earn vacation entitlement as outlined below. Vacation leave will be deemed to have commenced on the first (1st) regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty.

- (i) For the period from July 16, 1997 to March 31, 1998:

- I. during the first (1st) and second (2nd) years of employment an employee is entitled to twenty-one (21) calendar days; or
- II. during the third (3rd) to fourteenth (14th) years of employment an employee is entitled to twenty-eight (28) calendar days; or
- III. during the fifteenth (15th) to twenty-fourth (24th) years of employment an employee is entitled to thirty-five (35) calendar days; or
- IV. during the twenty-fifth (25th) and subsequent years of employment an employee is entitled to forty-two (42) calendar days off.

(ii) Effective April 1, 1998:

- I. during the first (1st) year of employment an employee is entitled to twenty-one (21) calendar days; or
- II. during the second (2nd) to ninth (9th) years of employment an employee is entitled to twenty-eight (28) calendar days; or
- III. during the tenth (10th) to nineteenth (19th) years of employment an employee is entitled to thirty-five (35) calendar days; or
- IV. during the twentieth (20th) and subsequent years of employment an employee is entitled to forty-two (42) calendar days off.

(b) Vacation Pay

- (i) During the period from July 16, 1997 to March 31, 1998, vacation pay shall be paid in accordance with the following:
  - I. during the first (1st) and second (2nd) years of employment six percent (6%) of her regular earnings as defined in (C) below; or
  - II. during the third (3rd) to fourteenth (14th) years of employment eight percent (8%) of her regular earnings as defined in (C) below; or
  - III. during the fifteenth (15th) to twenty-fourth (24th) years of employment ten percent (10%) of her regular earnings as defined in (C) below; or



- IV. during the twenty-fifth (25th) and subsequent years of employment twelve percent (12%) of her regular earnings as defined in (C) below."
- (ii) Effective April 1, 1998 vacation pay shall be paid in accordance with the following:
  - I. during the first (1st) year of employment six percent (6%) of her regular earnings as defined in (C) below; or
  - II. during the second (2nd) to nineteenth (9th) years of employment eight percent (8%) of her regular earnings as defined in (C) below; or
  - III. during the tenth (10th) to nineteenth (19th) years of employment ten percent (10%) of her regular earnings as defined in (C) below; or
  - IV. during the twentieth (20th) and subsequent years of employment twelve percent (12%) of her regular earnings as defined in (C) below."
- (c) Article 21.06 is amended to read:

"Subject to the approval of the Employer, and depending on the Employer's payroll and administrative systems, vacation pay entitlements may be received by an employee at various times of the year."
- (C) Only those regularly scheduled hours and additional hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours and periods of sick leave with pay will be recognized as regular earnings for the purpose of determining vacation pay.

44.09

**Named Holidays**

- (A) Article 22 is replaced in its entirety by the following:
  - "(a) An employee to whom these provisions apply required to work on a Named Holiday, which are:

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

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

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

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

- (b) An employee to whom these provisions apply shall be paid, in addition to her basic rate of pay, four decimal six percent (4.6%) of her basic hourly rate of pay in lieu of the Named Holidays, and the Floater Holiday."

44.10 **Sick Leave**

- (A) Amend Article 23.02 to read:

"After an employee has worked five hundred and three and three-quarter (503 3/4) regular hours, she shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, pro-rated to the regularly scheduled hours she works each month. However, an employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and three and three-quarter (503 3/4) regular hours worked."

- (B) Amend Article 23.04 to read:

"An employee granted sick leave shall be paid, at her basic rate of pay, for regularly scheduled shifts absent due to illness, and the number of days or hours thus paid, shall be deducted from her accumulated sick leave credit up to the total amount of her accumulated credit at the time the sick leave commenced."

44.11 **Bereavement Leave**

In calculating paid bereavement leave entitlement for part-time employees, the provisions of Article 33.04 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period, commencing with the date of death.

44.12 **Change of Status**

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

- (i) salary increments;
  - (ii) vacation entitlement; and
  - (iii) seniority in accordance with Article 28.01.
- (b) A temporary employee shall also be credited with sick leave earned and not taken during her period of temporary employment.

44.13 Further to Article 9.01, part-time employees will have completed their probationary period after one thousand seven and one-half (1007 1/2) hours or one (1) year of employment, whichever is the lesser.

**ARTICLE 45: MODIFIED WORK DAY**

45.01 Where the parties to this Collective Agreement agree to implement a system employing a modified work day, they shall evidence such agreement by signing a document indicating those positions to which the agreement applies and indicating the regular hours of work. The list of positions may be amended from time to time by agreement of the parties.

45.02 The Employer agrees to provide the Association with a list of all positions for which a modified work day was in effect on the date this Collective Agreement begins to operate.

45.03 Any agreement made pursuant to Article 45.01 may be terminated by either party to this Collective Agreement providing to the other party eight (8) weeks notice in writing of such intent.

45.04 The Employer and the Association acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when a modified work day is implemented, all other Articles of this Collective Agreement shall remain in full force and effect as agreed to between the parties.

45.05 **Hours of Work**

(A) Amend Article 10.01 to read:

"(a) Regular hours of work for full-time employees, exclusive of meal periods, shall:

- (i) not exceed \_\_\_\_\_ consecutive hours per day, however, in no case shall they exceed eleven and three-quarter (11 3/4) consecutive hours per day;
- (ii) be an average of seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period averaged over a period of not more than six (6) weeks;

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

(B) Meal Periods and Rest Periods

Amend Article 10.02 to read:

"(a) Regular hours of work shall include paid rest periods as scheduled by the Employer and shall exclude at least one (1) and not more than two (2) unpaid meal periods of not less than thirty (30) minutes.

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

$$\frac{\text{length of shift} \times 0.5 \times 60}{7.75}$$

(c) Availability During Meal Periods

Unless otherwise agreed to between the Employer and the employee, when an employee is required by the Employer to remain readily available for duty during her meal period, she shall be paid for the meal period at her basic rate of pay unless she is permitted to take compensating time off for the full meal period at a later time in the shift. Such paid meal period shall not be included in the calculation of regular hours of work.

(d) Working During Meal and Rest Periods

If an employee is required to work or is recalled to duty during her meal period or rest period, compensating time off for the full meal period or rest period shall be provided later in the shift, or she shall receive pay for the full meal period or rest period in accordance with the following:

- (i) for a rest period, she shall be paid the applicable overtime rate instead of her basic rate of pay;
- (ii) for a meal period that she is not required to be readily available pursuant to Article 10.02(b), she shall be paid at the applicable overtime rate;
- (iii) for a meal period that she is required to be readily available pursuant to Article 10.02(b), she shall be paid the applicable overtime rate instead of her basic rate of pay."

45.06

**Work Schedules and Shifts**

(A) Amend Article 11.02(a) to read:

"(a) Except in cases of emergency or by mutual agreement between the Employer and the employee, shift schedules shall provide for:

- (i) at least two (2) consecutive days of rest per week; and
- (ii) two (2) weekends off in each four (4) week period. "Weekend" shall mean a consecutive Saturday and Sunday. The period of time off must be at least fifty-nine (59) hours; and
- (iii) at least twenty-two and one-half (22 1/2) hours off duty at a shift changeover."

(B) Amend Article 11.02(b) to read:

"Where the Employer is unable to provide for the provisions of Article 45.06A(a)(i), (ii) or (iii), and an emergency has not occurred, nor has it been mutually agreed otherwise, the following conditions shall apply:

- (i) Failure to provide days off in accordance with Article 11.02(a)(i) shall result in the payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for one (1) regular shift worked during the two (2) week period.
- (ii) Failure to provide both of the required two (2) weekends off duty in a four (4) week period, shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of four (4) regular shifts worked during the four (4) week period.

Failure to provide one (1) of the required two (2) weekends off duty in a four (4) week period shall result in payment to each affected employee of one and one-half times (1 1/2X) her basic rate of pay for each of two (2) regular shifts worked during the four (4) week period.

- (iii) Failure to provide twenty-two and one-half (22 1/2) hours off duty at a shift changeover shall result in payment of one and one-half times (1 1/2X) the basic rate of pay for all hours worked on that next shift."

(C) Amend Article 11.02(d) to read:

"An employee required to rotate shifts shall be assigned day duty at least one-half (1/2) of the time unless mutually agreed to by the Employer and the employee, provided that in the event of an emergency or where unusual circumstances exist, an employee may be assigned to such shift as deemed necessary by the Employer.

For the purpose of applying this provision:

- (i) scheduled days off shall not be considered as day duty, and
- (ii) time off on vacation shall only be considered as day duty if day duty would have been worked by the employee according to the shift schedule save and except for the vacation."

45.07 **Overtime**

- (A) Amend Article 12.01 to read:

"Overtime is all time authorized by the Employer and worked by an employee in excess of the regular daily hours specified in Article 45.05(A)(a)(i), or on scheduled days of rest."

- (B) Amend Article 12.04(a) to read:

- "(i) An employee whose regularly scheduled shift is greater than seven and three-quarter (7 3/4) hours and less than nine and three-quarter (9 3/4) hours shall be paid one and one-half times (1 1/2X) her basic rate of pay for all hours in excess of the regular scheduled shift up to nine and three-quarter (9 3/4) hours worked and two times (2X) the basic rate of pay thereafter;
- (ii) An employee whose regularly scheduled shift exceeds nine and three-quarter (9 3/4) hours will be paid for all overtime worked in excess of the regular scheduled shift at two times (2X) the applicable basic rate of pay."

45.08 **Vacation With Pay**

- (A) Amend Article 21.02 to read:

"Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an employee shall earn vacation with pay in proportion to the number of months worked during the vacation year, to be taken the following vacation year except as provided for in Article 21.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) During the period from July 16, 1997 to March 31, 1998, vacation pay shall be paid in accordance with the following:

- (i) during each of the first (1st) and second (2nd) years of continuous full-time employment, an employee earns vacation on the basis of one hundred and sixteen point two five (116.25) hours at the basic rate of pay per year;
  - (ii) during each of the third (3rd) to fourteenth (14th) years of continuous full-time employment, an employee earns vacation on the basis of one hundred and fifty-five (155) hours at the basic rate of pay per year;
  - (iii) during each of the fifteenth (15th) to twenty-fourth (24th) years of continuous full-time employment, an employee earns a vacation on the basis of one hundred and ninety-three point seven five (193.75) hours at the basic rate of pay per year;
  - (iv) during the twenty-fifth (25th) and subsequent years of continuous full-time employment, an employee earns a vacation on the basis of two hundred and thirty-two point five (232.5) hours at the basic rate of pay per year."
- (b) Effective April 1, 1998, vacation pay shall be paid in accordance with the following:
- (i) during the first (1st) year of continuous full-time employment, an employee earns vacation on the basis of one hundred and sixteen point two five (116.25) hours at the basic rate of pay per year;
  - (ii) during each of the second (2nd) to ninth (9th) years of continuous full-time employment, an employee earns vacation on the basis of one hundred and fifty-five (155) hours at the basic rate of pay per year;
  - (iii) during each of the tenth (10th) to nineteenth (19th) years of continuous full-time employment, an employee earns vacation on the basis of one hundred and ninety-three point seven five (193.75) hours at the basic rate of pay per year;
  - (iv) during the twentieth (20th) and subsequent years of continuous full-time employment, an employee earns vacation on the basis of two hundred and thirty-two point five (232.5) hours at the basic rate of pay per year."

45.09

**Named Holidays**

(A) Amend Article 22.01 to read:

"Full-time employees shall be entitled to the eleven (11) Named Holidays and a Floater holiday as specified in Article 22.01 and shall be paid for same at the basic rate of pay for seven and three-quarter (7 3/4) hours to a total of ninety-three (93) hours per annum."

(B) Amend Article 22.03 to read:

"An employee obliged in the course of duty to work on the first or second shift of a Named Holiday listed in Article 22.01(a) shall be paid for all hours worked on the holiday at one and one-half times (1 1/2X) her basic rate of pay, plus:

- (a) seven and three-quarter (7 3/4) hours pay; or
- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to her next annual vacation; or
- (d) failing mutual agreement within thirty (30) calendar days as to the option to be applied, it shall be deemed that pay of one (1) days pay at the basic rate of pay is desired; and
- (e) compensating time off for all overtime hours worked at her basic rate of pay.

Pay for alternate days off as provided for in (b) and (c) above shall be for seven and three-quarter (7 3/4) hours. For the purpose of payment under this Article, the Named Holiday shall be deemed to mean zero zero zero one (0001) hours to twenty-four hundred (2400) hours."

45.10

**Sick Leave**

(A) Amend Article 23.02 to read:

"After an employee has completed five hundred three and three-quarter (503 3/4) hours of work, she shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred and thirty (930) hours provided, however, that an employee shall not be entitled to apply sick leave credits prior to the completion of five hundred three and three-quarter (503 3/4) hours of work."



- (B) Amend Article 23.04 to read:

"An employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time sick leave commenced."

- (C) Amend Article 23.06 to read:

"When an employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time, she shall recommence accumulating sick leave credits."

45.11 In calculating paid bereavement leave entitlement for employees subject to the modified work day, the provisions of Article 33.04 shall apply only to regularly scheduled working days which fall during a ten (10) calendar day period commencing with the date of death.

45.12 **Part-Time, Temporary and Casual Employees**

- (A) Amend Article 44.03(A) to read:

"Hours of work for a regular part-time employee shall be as scheduled by the Employer but shall be less than for a full-time employee. They may be less than eleven and three-quarter (11 3/4) hours per day, and, in any event, shall be less than seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day period averaged over a period of not more than six (6) weeks."

- (B) Amend Article 44.03 (C) to read:

"Where a part-time employee volunteers or agrees, when requested, to work additional shifts, she shall be paid her basic rate of pay for such hours or, if applicable, at the overtime rate provided in Article 45.07 for those hours worked in excess of the regular daily hours specified in Article 45.05(A)(a)(i)."

- (C) Amend Article 44.10 to read:

"A regular part-time employee shall accumulate sick leave entitlement on the basis of eleven point six two five (11.625) hours per month pro-rated to the regularly scheduled hours she works each month to a maximum of nine hundred thirty (930) hours."

- (D) A temporary or casual employee who works an extended work day shift shall be paid one and one-half times (1 1/2X) her basic rate of pay for the first two (2) hours worked in excess of seven and three-quarter (7 3/4) hours and two times (2X) her basic rate of pay thereafter, except where she replaces an employee who is currently scheduled on the extended work day shift and who is absent for any reason, in which case, overtime shall be in accordance with Article 45.07.

45.13 The provisions of this Article replace and supercede all previous agreements dealing with modified hours of work between the Employer and the Association.

#### **ARTICLE 46: GRIEVANCE PROCEDURE**

##### **46.01 Definition of Time Periods**

- (a) For the purpose of this Article and Article 47, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 22.01(a).
- (b) Time limits may be extended by mutual agreement, in writing, between the Association and the Employer.

##### **46.02 Resolution of a Difference between an Employee and the Employer**

- (a) Formal Discussion
  - (i) If a difference arises between one or more employees and the Employer regarding the interpretation, application, operation or alleged contravention of this Collective Agreement, the employee(s) shall first seek to settle the difference through discussion with her/their immediate supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 1.
  - (ii) However, the mandatory formal discussion stage set out in Article 46.02(a)(i), may be bypassed when the employee has been given a letter of discipline pursuant to Article 37.
  - (iii) In the event that the difference is of a general nature affecting two or more employees, the Employer and the Association may agree that the grievances shall be batched as a group grievance commencing at Step 1.

(b) Step 1

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

(c) Step 2

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

The Administrator, or her designate, shall render a decision, in writing, to be forwarded to the Association and the grievor within seven (7) days of the date of the meeting.

(d) Step 3

Should the grievance not be resolved at Step 2, the Association may elect to submit the grievance to Arbitration. In this case, the Association shall notify the Employer, in writing, within seven (7) days of the receipt of the decision of the Administrator, or her designate, that the Association wishes to proceed to Arbitration, and at the same time, the Association shall name its appointee to the Arbitration Board. By mutual agreement between the parties, in writing, a single Arbitrator may be appointed.

(e) Neither the employee nor a representative of the local unit of the Association who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.

(f) An employee shall be entitled to have a member of the local unit Executive or any duly accredited officer employed by the Association present during any meeting pursuant to this grievance procedure.

(g) A dismissal grievance shall commence at Step 2.

(h) Time limits for filing of a dismissal grievance shall be as stated in Article 46.02(b).

46.03

### **Resolution of a Difference between the Association and the Employer**

(a) Formal Discussion

In the event that a difference of a general nature arises regarding interpretation, application, operation or alleged contravention of this Collective Agreement, the Association shall first attempt to resolve the difference through discussion with the Department Director or with the Administrator, or his designate, of the Health Care Facility, as appropriate. If the difference is not resolved in this manner, it may become a policy grievance.

(b) Step 1

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

(c) Step 2

Should the Association elect to submit a policy grievance as defined herein for Arbitration, it shall notify the Employer, in writing, within seven (7) days of the receipt of the decision of the Administrator, or her designate, and name its appointee to an Arbitration Board at the same time. By mutual agreement, in writing, between the parties, a single Arbitrator may be appointed.

46.04

### Default

- (a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties to the difference have mutually agreed, in writing, to extend the time limit.
- (b) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall automatically move to the next step or be advanced to Arbitration on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.

**ARTICLE 47: GRIEVANCE ARBITRATION**

- 47.01 Within seven (7) days following receipt of notification pursuant to Article 46.02(d) or 46.03(c) that a grievance has been referred to an Arbitration Board, the Employer shall advise the Association of its appointee to the Arbitration Board. The appointees shall, within seven (7) days, endeavour to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Minister of Labour shall be requested to appoint a Chairman, or a single Arbitrator, pursuant to the Code.
- 47.02 The Arbitration Board or the single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board shall have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the parties and upon any employee affected by it and is enforceable pursuant to the Code.
- 47.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to her seems just and reasonable in all circumstances.
- 47.04 Each of the parties shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the parties.
- 47.05 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

**ARTICLE 48: COPIES OF COLLECTIVE AGREEMENT**

- 48.01 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.
- 48.02 The Collective Agreement shall be printed in pocket size form by the Association, and the cost shall be shared equally between the parties.

**ARTICLE 49: LOCAL CONDITIONS APPLICABLE TO UNIVERSITY OF ALBERTA HOSPITALS ONLY**

- 49.01 The following classifications and salary scales shall be included in the Salaries Appendix:

<b><u>Pay</u></b>		<b><u>Start</u></b>	<b><u>After</u></b>	<b><u>After</u></b>	<b><u>After</u></b>	<b><u>After</u></b>	<b><u>After</u></b>	<b><u>After</u></b>	<b><u>After</u></b>
<b><u>Grade</u></b>	<b><u>Classification</u></b>	<b><u>Rate</u></b>	<b><u>1 Yr.</u></b>	<b><u>2 Yrs.</u></b>	<b><u>3 Yrs.</u></b>	<b><u>4 Yrs.</u></b>	<b><u>5 Yrs.</u></b>	<b><u>6 Yrs.</u></b>	<b><u>7 Yrs.</u></b>

3.	Clinical Equipment Specialist II Environmental Technologist III								
	May 21, 1997	19.54	20.15	20.79	21.47	22.15	22.86	23.59	24.34
	April 1, 1998	20.21	20.83	21.49	22.20	22.90	23.63	24.40	25.17
	April 1, 1999	20.81	21.46	22.14	22.87	23.59	24.34	25.13	25.92
5.	Clinical Equipment Specialist I Environmental Technologist II Supervisor - EKG Lab								
	May 21, 1997	18.31	18.86	19.47	20.06	20.71	21.34	22.04	22.74
	April 1, 1998	18.93	19.50	20.13	20.74	21.41	22.07	22.29	23.51
	April 1, 1999	19.50	20.08	20.74	21.36	22.05	22.73	23.47	24.21
6.	Dental Technician Psychology Technician Environmental Technologist I Medical Library Technician II								
	May 21, 1997	16.91	17.50	18.12	18.77	19.43	20.13	20.85	21.51
	April 1, 1998	17.48	18.10	18.74	19.40	20.09	20.81	21.56	22.24
	April 1, 1999	18.01	18.64	19.30	19.99	20.70	21.44	22.20	22.91
9A.	Orthopaedic Footwear Trainee								
	May 21, 1997	12.94	13.74						
	April 1, 1998	13.38	14.20						
	April 1, 1999	13.78	14.63						

**ARTICLE 50: LOCAL CONDITIONS APPLICABLE TO THE ROYAL ALEXANDRA HOSPITAL ONLY**

- 50.01 (a) Articles 21.01(b) and 21.05(b) are null and void.
- (b) Article 21.02 is amended only as follows:
- (i) For the period from July 16, 1997 to March 31, 1998:
- "Subject to Article 33.01(e), during each year of continuous service in the employ of the Employer, an employee shall earn vacation with pay in proportion to the number of months worked. The rate at which vacation is earned shall be governed by the total length of such employment as follows:
- I. during each of the first (1st) and second (2nd) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or

- II. during each of the third (3rd) to fourteenth (14th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twenty (20) working days; or
- III. during each of the fifteenth (15th) to twenty-fourth (24th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or
- IV. during each of the twenty-fifth (25th) and subsequent years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on a basis of thirty (30) working days."

(ii) Effective April 1, 1998

- I. during the first (1st) year of continuous full-time employment, an employee shall earn entitlement to vacation calculated on the basis of fifteen (15) working days; or
- II. during each of the second (2nd) to ninth (9th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on the basis of twenty (20) working days; or
- III. during each of the tenth (10th) to nineteenth (19th) years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on the basis of twenty-five (25) working days; or
- IV. during each of the twentieth (20th) and subsequent years of continuous full-time employment, an employee shall earn entitlement to vacation calculated on the basis of thirty (30) working days."

(c) Article 21.05(a) is amended as follows:

"All vacation earned may be taken at a mutually agreed time. An employee may be permitted to carry forward a portion of vacation entitlement earned during one year of employment to the next year. Requests to carry forward vacation shall be made, in writing, and shall be subject to the approval of the Employer."

50.02

(a) For the period from July 16, 1997 to May 31, 1998, Article 25.01(b)(v) is amended as follows:

"Dental Plan(s) which provide basic, extensive and orthodontic services in accordance with the current Alberta Dental Association Fee Guide, and within the limits of the plan(s)."

(b) Effective June 1, 1998, Article 25.01(b)(v) shall apply.

50.03 Article 44.08(B) is amended as follows:

"All vacation earned may be taken at a mutually agreeable time. Vacation leave will be deemed to have commenced on the first (1st) regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty."

**ARTICLE 51: LOCAL CONDITIONS APPLICABLE TO THE GLENROSE REHABILITATION HOSPITAL ONLY**

51.01 The following classifications and salary scales shall be included in the Salaries Appendix:

<b><u>Pay Grade</u></b>	<b><u>Classification</u></b>	<b><u>Start Rate</u></b>	<b><u>After 1 Yr.</u></b>	<b><u>After 2 Yrs.</u></b>	<b><u>After 3 Yrs.</u></b>	<b><u>After 4 Yrs.</u></b>	<b><u>After 5 Yrs.</u></b>	<b><u>After 6 Yrs.</u></b>	<b><u>After 7 Yrs.</u></b>
4.	CCTV Technician/Photographer								
	May 21, 1997	18.63	19.25	19.86	20.48	21.16	21.86	22.57	23.29
	April 1, 1998	19.27	19.91	20.53	21.18	21.88	22.60	23.34	24.08
	April 1, 1999	19.85	20.50	21.15	21.81	22.54	23.28	24.04	24.80
6.	Seating Technician II Rehabilitation Engineering Technician								
	May 21, 1997	16.91	17.50	18.12	18.77	19.43	20.13	20.85	21.51
	April 1, 1998	17.48	18.10	18.74	19.40	20.09	20.81	21.56	22.24
	April 1, 1999	18.01	18.64	19.30	19.99	20.70	21.44	22.20	22.91
8.	EMG Assistant								
	May 21, 1997	14.86	15.32	15.81	16.39	16.91	17.44	18.03	
	April 1, 1998	15.36	15.84	16.34	16.95	17.48	18.04	18.64	
	April 1, 1999	15.82	16.32	16.83	17.46	18.01	18.58	19.20	
9.	Seating Technician I								
	May 21, 1997	13.31	13.76	14.20	14.69	15.16	15.68		
	April 1, 1998	13.76	14.22	14.68	15.18	15.68	16.21		
	April 1, 1999	14.18	14.65	15.12	15.64	16.15	16.69		



51.02 **Hours of Work**

(A) Amend Article 10.02 by adding (d) as follows:

"(d) Flexible Hours of Work Meal and Rest Periods

The provisions of Article 10.02(b) and (c) do not apply for employees working flexible hours of work as per Article 10.04 below."

(B) Replace Article 10.04 in its entirety by the following:

"10.04 (a) Flexible hours of work may be implemented where mutually agreed between the Employer and the employee as follows:

Where the employee requests to work flexible hours, she shall be responsible to ensure the average hours worked are seven and three-quarter (7 3/4) hours per day and thirty eight and three-quarter (38 3/4) hours per week. Hours of work shall be averaged over a period which is mutually agreed to, in writing, between the Employer and the employee.

Time worked in excess of seven and three-quarter (7 3/4) hours in a day on direct or indirect patient care will result in the employee receiving compensating time off at an hour for hour basis. Such compensating time off may be banked and taken at a mutually agreeable time.

If the Employer requires the employee's attendance at an evening or weekend activity or program, hours worked in excess of seven and three-quarter (7 3/4) hours will be at overtime rates as per Article 12.

(b) Modified hours of work may be implemented where mutually agreed between the Employer and the Association as per Article 45."

51.03 **Salaries**

Amend Article 14 by adding 14.10 as follows:

"14.10 Employees who are classified as Prosthetics and Orthotics Technicians who are graduates of the "Clinical" programs currently taught at British Columbia Institute of Technology and at George Brown-Westpark shall be placed at one (1) step higher on the salary scale than is warranted by years of service in the classification and shall further progress normally up the scale on anniversary dates thereafter."

51.04 **Christmas and Summer Closure**

- (a) It is recognized that, given the nature of the operations of the Glenrose Rehabilitation Hospital, patient levels and workloads in some programs may be reduced over the summer months and during the Christmas Holiday period.
- (b) Therefore, the Employer shall provide at least eight (8) weeks written notice to those affected employees of the days or periods of time when departments will be closed, or operating at reduced staff levels for the summer period and at least four (4) weeks written notice for the Christmas Holiday period.
- (c) Those affected employees will be given the option of taking a leave of absence, vacation, an advance of vacation, banked overtime, a combination thereof, or a layoff. In the event the employee requests a layoff, Article 30 will not apply. The Employer will consider requests from employees to work rather than take time off.
- (d) Seniority shall be the determining factor when there is a dispute regarding employees' preference for working or taking time off. Employees failing to exercise their seniority rights within two (2) weeks of the date of notice shall forfeit their rights to exercise seniority with respect to that notice.

51.05 **Sick Leave**

- (A) For employees employed at the Glenrose Rehabilitation Hospital as at December 9, 1997, replace Article 23 in its entirety by the following for the period from December 9, 1997 to March 30, 2000:

"23.01 Definitions

- (a) "Illness" means any illness, injury (other than injuries covered by the Workers' Compensation Act) or quarantine restrictions. Sick leave pay shall be granted for complications which may arise from a pregnancy before and after completion of a maternity leave as granted under Article 33.05.
- (b) "Benefit Year" begins on the date employment commenced as defined in this Collective Agreement, and continues for one (1) full year after unless altered by the addition of any period of leave without pay in excess of thirty (30) calendar days, which time shall be added to the previously established employment date for the purpose of establishing a new benefit year which shall prevail thereafter.

23.02 Sick Leave Accumulation of Credits - Regular Full-Time Employees

Until a new employee has completed three (3) months full-time continuous service any time off because of an illness will be without pay. After the completion of three (3) months full-time continuous service, accumulation of sick leave credits are as follows:

- (a) During the first (1st) benefit year an employee shall accumulate sick leave credits at the rate of one and one-quarter (1 1/4) work days per month worked up to a total of fifteen (15) work days with full pay.
- (b) After the completion of the first (1st) benefit year, sick leave credits shall be:

During the:

Second (2nd) benefit year	30 work days
Third (3rd) benefit year	45 work days
Fourth (4th) benefit year	60 work days
Fifth (5th) benefit year	75 work days
Sixth (6th) benefit year	90 work days
Seventh (7th) benefit year	105 work days
Eighth (8th) benefit year and during each subsequent benefit year	120 work days

23.03 Conditions of Sick Leave Credits

- (a) Payment for sick leave credits shall be based on the employee's basic salary and shall not include premiums.
- (b) If an employee uses the total sick leave credits in any one (1) benefit year, she is not entitled to any further sick leave with pay during that benefit year.
- (c) When an absence on account of illness continues from one (1) benefit year to the next, the period of leave with pay in respect of that illness shall be determined in accordance with the sick leave credits for the benefit year in which the absence commenced.
- (d) Where an employee uses her total sick leave credits in any one (1) benefit year, she is not entitled to further sick leave during the subsequent benefit year until she has completed one (1) month of service from the date of her return to duty.

- (e) Where an employee has been absent on account of illness in one (1) benefit year and within thirty (30) days of her return to duty again absents herself, the second (2nd) illness may be considered a continuation of the original illness for the purpose of determining sick leave credits.
- (f) Except as otherwise specifically provided in this Collective Agreement sick leave pay shall not be granted during any leave of absence.
- (g) Subject to the provisions of Article 23.01(c), absence due to pregnancy shall be dealt with pursuant to the provisions of Article 33.05.
- (h) No sick leave shall be granted for any illness which is incurred once an employee commences her vacation; in this event, the employee will be receiving vacation pay. For the purposes of this article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off.
- (i) Sick leave shall be granted:
  - (i) if an employee becomes ill during her vacation period as stated in Article 23.03(h) above, only after the expiry of the employee's vacation and provided the illness continues beyond the vacation;
  - (ii) for the period of sick time falling within a scheduled vacation period provided that the employee becomes ill prior to the commencement of the scheduled vacation. If the employee so wishes, the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (j) Notwithstanding the provision of Article 23.03(h), should an employee be admitted to hospital as an "in patient" during the course of her vacation, she shall be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as result of such stay in the hospital shall be rescheduled to a mutually agreeable time.
- (k) An employee who is unable to report for duty due to illness is required to inform her immediate supervisor before the hour she was to report for duty.

- (l) An employee may be required to provide acceptable proof of illness for an absence and for sick leave credits.
- (m) An employee may request, in writing, once a year, the status of her sick leave credits.

23.04 Portability of Benefits

If at the time of engagement, a newly-hired employee had been employed by the Health Care Facility which is a party to this Collective Agreement, provided that:

- (i) termination of employment with the former Employer was voluntary on the part of the newly-hired employee; and provided further that
- (ii) the date of commencement of employment is not more than six (6) months following the date of said termination;

service with the former Employer will be deemed "continuous service" for the purpose of determining "Sick Leave Credits" pursuant to Article 23.02. Otherwise sick leave credits will be cancelled and no payment will be due therefore. The employee will be provided with a written statement of such credits upon her termination.

23.05 Sick Leave for Part-Time Employees

Regular part-time employees are entitled to one-half (1/2) of the sick leave entitlements set out for full-time employees. Payment will be made only for those days they are regularly scheduled to work and cannot attend because of illness. Definitions for full-time employees and conditions of sick leave credits as set out for full-time employees apply.

23.06 Temporary employees who have completed five hundred and three point seven five (503.75) regular hours worked shall be entitled to sick leave benefit pursuant to Articles 23.02 and 23.05 as applicable.

23.07 All references to short-term disability insurance (S.T.D.I.) throughout this Collective Agreement are null and void.

23.08 If an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be neither charged against her accumulated sick leave, nor shall she suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

(B) Effective March 31, 2000, Article 23 of the Collective Agreement shall apply.

51.06 **Employee Benefit Plans**

(A) For employees employed at the Glenrose Rehabilitation Hospital after December 9, 1997, Article 25.01(b)(iii) shall apply.

(B) (i) For employees employed at the Glenrose Rehabilitation Hospital as at December 9, 1997, Article 25.01(b)(iii) is null and void for the period from December 9, 1997 to March 30, 2000.

(ii) Effective March 31, 2000, Article 25.01(b)(iii) shall apply subject to Articles 25.02 and 25.08.

51.07 **Modified Work Day**

Article 45.05(B) is amended by adding (e) as follows:

"(e) Flexible Hours of Work Meal and Rest Periods

The provisions of Article 10.02(c) and (d) above do not apply for employees working flexible hours of work as per Article 10.04."

51.08 (A) For employees employed at the Glenrose Rehabilitation Hospital on or prior to the date of ratification of this Collective Agreement, Article 33.02 shall be replaced in its entirety by the following for the period from December 9, 1997 to March 31, 1998:

**33.02 General Leave**

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

(b) **Family Leave**

If an employee is unable to report to work as the result of:

- (i) illness or appointment in the immediate family requiring the employee's personal attention, or
- (ii) important family circumstances, not foreseeable by or beyond the control of the employee, that can only be resolved by the employee's personal attention,

she shall inform the Employer as soon as possible, and where possible in advance. The employee may use banked sick leave, vacation days, banked overtime or unpaid leave of absence for the hours not worked. Such absence from work shall not exceed three (3) calendar days per year (non-cumulative). The employee may be required to submit satisfactory proof of the illness, appointment or important family circumstance, and the family relationship.

(c) **Professional Development**

- (i) Subject to (d) below, upon request, the Employer shall provide to each full-time employee, the opportunity to attend a minimum of three (3) days (23.25 hours) paid time for approved professional development. Professional development shall include such activities as; in-service programs, workshops, conferences, rounds, teleconferences, seminars, or other mutually agreed upon educational activities.
- (ii) Part-time employees shall receive paid time off in proportion to their part-time status.
- (iii) Employer-initiated Professional Development Days will be provided in accordance with Article 33 of the Collective Agreement (Educational Leave/Exchange Programs).

(d) Employees employed at the Glenrose Rehabilitation Hospital on or prior to May 14, 1997 shall have the choice of (b) or (c) above, or any combination of days provided for in (b) and (c), provided that the total number of days of paid absence taken under these provisions is a maximum of three (3) days per year.

(e) This clause shall not apply to employees of the Glenrose Rehabilitation Hospital hired after May 14, 1997. Employees of the Glenrose Rehabilitation Hospital hired after May 14, 1997 shall be covered by Article 33 of the Collective Agreement.

(B) Effective April 1, 1998, Article 33.02 shall apply.





**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY AND THE CARITAS HEALTH GROUP**

(hereinafter referred to as the Employer)

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**(PARAMEDICAL TECHNICAL)**

(hereinafter referred to as the HSAA)

**RE: CLASSIFICATION SPECIFICATIONS**

1. Within twelve (12) months from the date of ratification of this Collective Agreement, the Authority/Board shall provide draft classification specifications as utilized by the Employer to the HSAA.
2. The HSAA shall have thirty (30) calendar days from the date of receipt of a classification specification to provide comments or suggested changes to such classification specification prior to its finalization.
3. In the event that the Employer amends an existing classification specification or creates a new classification specification, it shall provide a copy to the HSAA and the provisions of paragraph 2 above shall apply.
4. The Employer shall provide copies of classification specifications to HSAA once they are finalized.
5. The parties may mutually agree to extend the time limits outlined in paragraph 1 or 2 above.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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\_\_\_\_\_

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

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

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY  
(ROYAL ALEXANDRA HOSPITAL)**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: ECMO TRAINING**

The parties agree that a Respiratory Therapist I who has satisfactorily completed Hospital ECMO training and is working on an ECMO case shall be paid for all such hours worked at the corresponding step of the salary range at the Respiratory Therapist II level.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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

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

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY AND THE CARITAS HEALTH GROUP**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: JOB SHARING**

The employee or Employer may request a "job share" arrangement. When a request for a "job share" has been mutually agreed upon between the employees and the Employer, the terms and conditions shall be confirmed in a written agreement and signed by the Employer and the Association.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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

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

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY AND THE CARITAS HEALTH GROUP**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: SENIORITY**

The Parties hereby agree that, notwithstanding Article 28.01(a), for employees employed as at May 14, 1997, their seniority shall be as calculated in accordance with Letter of Understanding #4 Re: Seniority contained in the Collective Agreement between the Parties for the period from April 1, 1995 to July 15, 1997.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: ON-CALL PREMIUM PAY LETTER OF UNDERSTANDING -**  
**UNIVERSITY OF ALBERTA HOSPITALS**  
**(Perfusionists, Clinical Equipment Specialists and Anaesthesia Technicians)**

1. The parties agree that the above-referenced Letter of Understanding shall remain in force and effect in accordance with the term of this Collective Agreement.
2. The parties shall establish a Joint Classification Review Committee to review the issues of classification and compensation with respect to the Perfusionists, Clinical Equipment Specialists and Anaesthesia Technicians at the University of Alberta Hospitals.
3. This Joint Classification Review Committee shall meet within thirty (30) days of the date of ratification of this Collective Agreement.
4. Members of the Joint Classification Review Committee shall make recommendations to their respective principals prior to July 31, 1998.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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

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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY AND THE CARITAS HEALTH GROUP**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: PAY GRADE REVIEW**

1. The Parties agree to conduct a Pay Grade Review on behalf of all Employers covered by this Collective Agreement for the classifications of Respiratory Therapist and Pharmacy Technician.
2. The Employer is also to review the addition of a new classification of Polysomnographic Technologist. If it is determined that this classification is required, then the Parties will negotiate an appropriate pay rate as per Article 40.01 of the Collective Agreement.
3. These reviews are to be completed during the term of the Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY  
(ROYAL ALEXANDRA HOSPITAL)**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: ARTICLES 25.01(b)(v) AND 51.03**  
**IMPLEMENTATION OF STANDARD DENTAL PLAN**

1. Effective June 1, 1998 all employees shall be covered by the Capital Health Authority Standard Dental Plan pursuant to Article 25.01(b)(v).
2. Coverage for pre-authorized dental treatments commenced before June 1, 1998 under prior Royal Alexandra Hospital Dental Plans which continue beyond June 1, 1998 will continue until such treatment is completed.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY  
(GLENROSE REHABILITATION HOSPITAL)**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: ARTICLES 23 AND 52.04**  
**STANDARD SICK LEAVE PLAN IMPLEMENTATION**

1. Effective March 31, 2000, Article 23 of the Collective Agreement shall apply to all employees of the Capital Health Authority employed at the Glenrose Rehabilitation Hospital.
2. As at March 31, 2000, employees previously covered by Article 52.04 of this Collective Agreement shall have their sick leave banks replenished in accordance with each individual employee's maximum sick leave entitlement as at their next completed benefit year, pursuant to Articles 52.04 (23.02) and 52.04 (23.05).

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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

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



**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY AND THE CARITAS HEALTH GROUP**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: TRANSFERS, VACANCIES AND SECONDMENTS**

Effective September 12, 1997, the Parties hereby agree:

**1.0 Preamble**

- 1.1 HSAA is the bargaining agent for the Capital Health Authority (CHA) employees in the paramedical technical units at the Glenrose Rehabilitation Hospital (GRH), the Royal Alexandra Hospital (RAH) and the University of Alberta Hospital (UAH), and for CHA employees in the paramedical technical bargaining unit at the Sturgeon Community Hospital and Health Centre (SCH). CHA is the Employer of paramedical technical employees at the GRH, RAH, UAH, and SCH (the CHA facilities).
- 1.2 HSAA is the bargaining agent for the Caritas Health Group (CHG) employees in the paramedical technical units at the Edmonton General Hospital (EGH), the Grey Nuns Community Hospital and Health Centre (GNH), and the Misericordia Community Hospital and Health Centre (MH). CHG is the Employer of paramedical technical employees at the EGH, GNH, and MH (the CHG facilities).

**2.0 Transfers**

- 2.1 HSAA, CHA and CHG agree to terms in Schedule A attached, affecting transfers and secondments of CHA and CHG employees between paramedical technical bargaining units represented by HSAA at the CHA and those at CHG facilities and related severance provisions.

**3.0 Application for Vacancies and Secondments**

- 3.1 HSAA, CHA and CHG agree to the terms of Schedule A attached, affecting application for vacancies and secondments between paramedical technical bargaining units represented by HSAA at the CHA and those at CHG facilities.

**4.0 Application**

4.1 In the event of a conflict between the terms of this agreement, including Schedule A, and terms of Collective Agreements currently in effect between HSAA, CHA and CHG, or in any successor Collective Agreement entered into during the term of this agreement, the terms of this agreement shall prevail. This agreement shall form a part of the Collective Agreements currently in effect between HSAA, CHA and CHG, or in any successor Collective Agreement entered into during the term of this agreement.

**5.0 Addition of Parties**

5.1 With the consent of all parties to this agreement, additional Employers, bargaining agents, and bargaining units of paramedical technical employees may be added as parties to this agreement, on terms consistent with the provisions of this agreement.

**6.0 Labour Relations Board Applications**

6.1 The parties hereby agree the existence and application of this agreement shall not be relied upon in support of any application seeking a common Employer declaration.

**7.0 Term of Agreement**

7.1 This agreement shall come into force on the date written above and continue until the expiry of the forthcoming Collective Agreement.

7.2 The provisions of this agreement may be amended with the consent of all parties.

**8.0 Resolution of Disputes**

8.1 Any dispute concerning this agreement, inclusive of Schedule A, shall be resolved by recourse to the grievance and arbitration procedures in the Collective Agreement between the parties to the dispute (or by any dispute resolution process incorporated in Schedule A). The grievance and arbitration procedures in the Collective Agreement will be modified as necessary in cases where two (2) Employers are parties to a grievance.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

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\_\_\_\_\_

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

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

## **Transfer, Severance and Secondment**

### **1.0 Preamble**

- 1.1 The parties agree to the following terms respecting transfers, severance and secondment affecting CHA and/or CHG employees in paramedical technical bargaining units in CHA and CHG facilities.
- 1.2 These terms apply notwithstanding any other terms of Collective Agreements currently in effect between the parties, and form part of those Collective Agreements.

### **2.0 Transfers**

- 2.1 When a program is transferred from one (1) Employer to another, employees in the program directly affected by the transfer shall be entitled to transfer to available positions created by the receiving Employer as a result of the transfer, provided employees have the ability to perform the work at the receiving site.
- 2.2 If there are insufficient positions available, between the number of positions being reduced AND the total of vacancies at the sending bargaining unit and additional positions at the receiving bargaining unit, a severance offering shall be made to employees in the program and classifications affected by the transfer (and any resulting displacement) at the sending bargaining unit, available up to a maximum of the shortfall between the total of the vacant FTE's at the sending bargaining unit and additional FTE's at the receiving bargaining unit AND the total FTE's being reduced at the sending bargaining unit. The severance offering shall be in accordance with clause 3 below.
- 2.3 When a program is transferred from one (1) bargaining unit to another, and there will be layoffs following a severance offering as a result of the transfer, layoffs shall occur at the sending bargaining unit.
- 2.4 When a program is transferred from one (1) bargaining unit to another, CHA or CHG shall first seek employees from the program who wish to transfer voluntarily to available positions at the other site, provided they have the ability to perform the work. If there are not sufficient volunteers to transfer with the program, CHA or CHG may require employees to temporarily transfer to available positions at the other bargaining unit beginning with the least senior employees affected by the transfer, subject to their ability to perform the work, for a period of up to six (6) months. Upon realizing sufficient permanent staff to support the viability of the program, temporarily assigned employees shall be reassigned to the sending bargaining unit.

- 2.5 Employees who transfer with a program pursuant to clause 2.4 above are transferring to positions which, but for the transfer, would not have been available to employees on recall.
- 2.6 When a transfer of a program occurs, CHA and CHG shall advise affected employees and the union at least twenty-one (21) days in advance of the transfer. Within seven (7) days of receipt of notice, employees shall advise CHA or CHG whether or not they wish to transfer, subject to clause 2.4 above.
- 2.7 Employees who transfer with a program shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Employees shall be placed at the pay increment level closest to, but not less than, their existing rate of pay, up to the maximum rate for the classification in effect at the receiving bargaining unit. If an employee's rate of pay at the sending bargaining unit exceeds that of the position at the receiving bargaining unit, the employee's rate of pay shall be red-circled until the rate of pay at the receiving bargaining unit equals or exceeds the rate of pay from the sending bargaining unit. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving bargaining unit, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving bargaining unit.
- 2.8 Employees unable to transfer with a program because an insufficient number of positions were created by the transfer at the other bargaining unit, and who have not been accepted for severance, shall receive layoff notice, and be permitted to exercise rights on layoff, as provided for in the Collective Agreement at the sending site.
- 2.9 When there is more than one sending bargaining unit the principle of proportionality shall apply to filling of positions at the receiving site. Positions shall be offered first to eligible employees of the transferring program in proportion to the number of full-time equivalent positions directly affected by the transfer. For example, if the UAH will reduce by six (6) FTE's in a directly affected program, and the GNH will reduce by four (4) FTE's, then as a guideline, sixty percent (60%) of the positions at the receiving bargaining unit would be offered to eligible UAH employees and forty percent (40%) would be offered to eligible GNH employees.
- 2.10 Subject to the principle of proportionality, and subject to employees possessing the ability to perform the work at the receiving bargaining unit, if there are more volunteers to transfer than positions available at the receiving bargaining unit, then positions shall be offered to eligible employees by order of seniority.

- 2.11 The parties may enter into individual, specific transfer agreements consistent with the terms herein. However, in the absence of an individual transfer agreement, the terms herein shall apply to a program transfer. In this Schedule, the term "program" includes part of a program.
- 2.12 In the event of a dispute concerning the application of Article 2, an Employee shall have the right to submit the dispute to expedited dispute resolution in accordance with this Schedule.

### **3.0 Severance**

- 3.1 The timing and extent of application periods for the severance offering upon transfers between bargaining units shall be determined by CHA or CHG. The program, when offered by CHA or CHG, shall be open to all eligible regular part-time and full-time employees employed and working in a regular position as of the date of the program offering, and in the program and classifications affected by the program transfer (and any resulting displacement) at the sending site.
- 3.2 An approved severance shall 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);
  - for the purposes of the program, continuous service will be calculated from the last date of hire recognized with CHA or CHG.
- 3.3 CHA or CHG shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of clause 2.4 above, if there are more employees wishing to take severance than there are positions to be eliminated, severance will be granted in order of seniority. Severance will not be approved if termination of the employee does not directly result in the permanent elimination of the regular employee's full-time equivalency, or a comparable full-time equivalency. CHA or CHG reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.
- 3.4 Employees on full layoff shall not be eligible to apply for severance. CHA or CHG will only consider a severance application from an employee on sick leave, WCB or LTD where the employee has provided medical evidence to CHA or CHG that they are fit to return to work.

- 3.5 Regular employees whose applications for severance are approved will terminate their employment and have no right of recall under provisions of the applicable collective agreement. Employees whose applications for severance are approved will not be eligible for rehire by CHA, or any employer funded directly or indirectly by CHA or CHG, for the period of severance. Employees may be considered for hire by CHA, or by an employer funded directly or indirectly by CHA or CHG, provided they repay CHA or CHG the difference, if any, on a prorated basis between the time they were unemployed and the length of time for which the severance was paid. For example, if an employee accepts severance from a full-time position, and is rehired to a half-time position, half way through the period covered by the severance, the employee would be required to repay one-quarter of the total severance.

#### **4.0 Applications for Vacancies**

- 4.1 When CHA or CHG decides to fill a vacancy, notices of vacancy shall be posted at all CHA and CHG facilities in accordance with provisions of the collective agreement applicable at the site where the vacancy is located.
- 4.2 In making selections for promotion or transfer, selection protocol shall be in accordance with provisions of the collective agreement applicable at the site where the vacancy is located.
- 4.3 Successful CHA or CHG applicants external to the employer where the vacancy is located shall transfer their accrued seniority and pension entitlements, their unused vacation and illness leave, and their pay increment level, up to the maximum level of entitlements in effect at the receiving bargaining unit. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving bargaining unit, and shall accumulate after the transfer in accordance with collective agreement provisions at the receiving site.

#### **5.0 Secondments**

- 5.1 Regular and temporary employees shall have designated home sites assigned by the Employer, where they work the majority of their regular hours on an ongoing basis.
- 5.2 CHA or CHG may assign employees between CHA and CHG facilities, for purposes of training, orientation or special projects, on an intermittent basis where the majority of their hours worked over each six month period are with their employer, or on a temporary basis up to six (6) months per assignment (three (3) months when the assignment is involuntary).

- 5.3 Employees assigned to the other employer in accordance with clause 5.2 above shall be reimbursed for necessary travel expenses between sites in the course of a shift, in accordance with the Collective Agreement at the employee's home site, or in accordance with employer policy where the agreement does not provide for travel expenses.
- 5.4 Employees assigned to the other employer in accordance with clause 5.2 above shall continue to be governed by the terms of the Collective Agreement at their home site.
- 5.5 The Employer shall provide a minimum of three (3) days notice to the Union and Employees for assignments to the other Employer. Employees may waive their requirement for notice before accepting an assignment to another site. Where assignments will be ongoing, three (3) days notice to Employees and Unions shall only be required prior to the initial assignment.
- 5.6 In the event of a dispute concerning the application of Article 5, either party may submit the dispute to expedited dispute resolution in accordance with the procedures contained in this schedule.

## **6.0 Portability of Seniority**

- 6.1 Employees who transfer between CHA and CHG due to program transfer, or applications for vacancies, shall transfer their accrued seniority.

## **7.0 Expedited Dispute Resolution**

- 7.1 In the event of a dispute concerning the application of Article 2: Program Transfers, and Article 5: Secondments, an employee or the Employer(s) may submit a dispute to expedited dispute resolution in accordance with this schedule. The dispute shall be submitted in writing directly to other affected parties within five (5) calendar days of the date the employee or Employer(s) become aware of, or reasonably should have become aware of, the occurrence of the act causing the dispute.
- 7.2 If the parties are unable to resolve the dispute within five (5) calendar days of the written submission of the dispute, it shall be immediately referred to arbitration. All arbitrations shall be conducted before a single arbitrator agreed to by the parties. Failing agreement, the Chair of the Labour Relations Board shall appoint an arbitrator who is available within the required time lines.
- 7.3 The arbitrator shall meet with the parties and hear the dispute within five (5) calendar days of appointment, and shall render a decision within five (5) calendar days of the hearing. An arbitrator may render an oral decision. Decisions of arbitrators under this procedure shall not be referred to as precedents by any party in subsequent proceedings.

- 7.4 If an arbitrator is unable to meet to hear a dispute within five (5) calendar days of appointment, the parties shall agree upon, or request the appointment of, a new arbitrator who can hear the dispute within five (5) calendar days.
- 7.5 Failure to adhere to time limits in this clause, shall not preclude a party from advancing a dispute to arbitration, or preclude an arbitrator from deciding a dispute, in as timely a manner as possible in the circumstances.
- 7.6 Costs of the arbitrator shall be shared equally between the parties.



**LETTER OF UNDERSTANDING #10**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: INTERIM TRANSFER AND INTERMINGLING AGREEMENT**

Effective September 12, 1997, the Parties hereby agree:

**1.0 Preamble**

- 1.1 HSAA is the bargaining agent for CHA employees in the paramedical technical bargaining units at the Glenrose Rehabilitation Hospital (GRH), the Royal Alexandra Hospital (RAH), the University of Alberta Hospital (UAH), and the Sturgeon Community Hospital and Health Centre (SCH).
- 1.2 CHA is the employer of paramedical technical employees at the GRH, RAH, UAH, and SCH (the CHA facilities).
- 1.3 CHA brought an application before the Labour Relations Board July 2, 1996, seeking to consolidate bargaining units of paramedical technical employees represented by HSAA at the GRH, RAH and UAH into a single bargaining unit. HSAA brought applications before the Labour Relations Board November 28, 1996 and December 4, 1996, seeking to also consolidate bargaining units represented by HSAA at the SCH, at the Edmonton General Hospital, at the Grey Nuns and Misericordia Community Hospital and Health Centres, and at continuing care facilities in Edmonton operated by Capital Care Group Inc.
- 1.4 The parties have agreed to resolve these applications on the following terms.

**2.0 Interim Transfers and Intermingling**

- 2.1 The parties agree to terms in Schedule A attached, affecting transfers and intermingling of CHA employees between existing paramedical professional and paramedical technical bargaining units represented by HSAA at the CHA facilities, and within the consolidated bargaining unit contemplated by this agreement, pending the negotiation of a new Collective Agreement to apply to the consolidated bargaining unit.

- 2.2 The terms in Schedule A apply notwithstanding any other terms of Collective Agreements currently in effect between the parties, and form part of those collective agreements. Schedule A shall be superceded by the new Collective Agreement when it takes effect with respect to the consolidated bargaining unit.

### **3.0 Resolution of Applications**

- 3.1 The parties shall request the Labour Relations Board issue a consent directive that the application of CHA and HSAA, insofar as they affect the parties to this agreement, are finally concluded by the terms of this agreement.
- 3.2 The parties shall request the Labour Relations Board issue a consent directive consolidating existing bargaining units of paramedical professional and technical employees at the CHA facilities into a single bargaining unit.
- 3.3 The parties agree, during the term of this agreement, not to pursue another application before the Labour Relations Board to alter paramedical technical bargaining units of employees at the CHA facilities (except an application for termination of this agreement), or to seek a common employer declaration affecting CHA.

### **4.0 Addition of Parties**

- 4.1 With the consent of all parties, additional Employers and bargaining units of paramedical technical employees may be added as parties to this agreement, or part of this agreement, on terms consistent with the provisions of this agreement.

### **5.0 Term of Agreement**

- 5.1 This agreement shall come into force on the date written above.
- 5.2 This agreement shall terminate when one of the following events occur:
- 5.2.1 at any time with the agreement of both parties;
- 5.2.2 upon a final determination by the Labour Relations Board, on application by either party, pursuant to Section 11(4) of the *Labour Relations Code*, that the provisions of this agreement no longer serve labour relations purposes between the parties; in making a determination the Labour Relations Board shall apply the same labour relations principles which it would apply in determining whether or not a consolidated bargaining unit remains an appropriate unit for collective bargaining purposes.
- 5.3 Termination of this agreement pursuant to clause 5.2 shall not prejudice the right of either party to subsequently make application to the Labour Relations Board concerning the structure of paramedical technical bargaining units in the CHA facilities, or otherwise.

5.4 Any Collective Agreement between the parties in force at the time of termination of this agreement shall survive expiry of this agreement, and shall remain in force in accordance with its terms, and provisions of the *Labour Relations Code*.

**6.0 Resolution of Disputes**

6.1 Any dispute concerning this agreement shall be resolved by application to the Labour Relations Board, except for disputes about terms in Schedule A, which shall be resolved by recourse to the grievance and arbitration procedures in the Collective Agreement of which Schedule A forms a part (or by any dispute resolution process incorporated in Schedule A). Any party may refer a dispute to the Board.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

\_\_\_\_\_

\_\_\_\_\_

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

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

**Schedule A**

**Interim Transfer and Intermingling Terms**

**1.0 Preamble**

- 1.1 The parties agree to the following terms respecting transfers and intermingling of CHA employees in existing paramedical technical bargaining units in CHA facilities, and within the consolidated bargaining unit contemplated by this agreement, pending the negotiation of a new collective agreement to apply to the consolidated bargaining unit.
- 1.2 These terms apply notwithstanding any other terms of Collective Agreements currently in effect between the parties, and form part of those Collective Agreements. This Schedule shall be superceded by the new Collective Agreement when it takes effect with respect to the consolidated bargaining unit.

**2.0 Transfers**

- 2.1 When a program is transferred from one (1) site to another, employees in the program directly affected by the transfer shall be entitled to transfer to available positions created at another site as a result of the transfer, provided employees have the ability to perform the work at the receiving site.
- 2.2 If there are insufficient positions available, between the number of positions being reduced AND the total of vacancies at the sending bargaining unit and additional positions at the receiving bargaining unit, a severance offering shall be made to employees in the program and classifications affected by the transfer (and any resulting displacement) at the sending bargaining unit, available up to a maximum of the shortfall between the total of the vacant FTE's at the sending bargaining unit and additional FTE's at the receiving bargaining unit AND the total FTE's being reduced at the sending bargaining unit. The severance offering shall be in accordance with clause 3 below.
- 2.3 When a program is transferred from one (1) site to another, and there will be layoffs following a severance offering as a result of the transfer, layoffs shall occur at the sending site.
- 2.4 When a program is transferred from one site to another, CHA shall first seek employees from the program who wish to transfer voluntarily to available positions at the other site, provided they have the ability to perform the work. If there are not sufficient volunteers to transfer with the program, CHA may require employees to transfer to available positions at the other site beginning with the least senior employees affected by the transfer, subject to their ability to perform the work.

- 2.5 Employees who transfer with a program pursuant to clause 2.4 above are transferring to positions which, but for the transfer, would not have been available to employees on recall.
- 2.6 When a transfer of a program occurs, CHA shall advise affected employees and the union at least twenty-one (21) days in advance of the transfer. Within seven (7) days of receipt of notice, employees shall advise CHA whether or not they wish to transfer, subject to clause 2.4 above.
- 2.7 Employees who transfer with a program shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving site. Employees shall be placed at the pay increment level closest to, but not less than, their existing rate of pay, up to the maximum rate for the classification in effect at the receiving site. If an employee's rate of pay at the sending site exceeds that of the position at the receiving site, the employee's rate of pay shall be red-circled until the rate of pay at the receiving site equals or exceeds the rate of pay from the sending site. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods or waiting periods for benefit plans. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving site, and shall accumulate after the transfer in accordance with collective agreement provisions at the receiving site.
- 2.8 Employees unable to transfer with a program because an insufficient number of positions were created by the transfer at the other site, and who have not been accepted for severance, shall receive layoff notice, and be permitted to exercise rights on layoff, as provided for in the Collective Agreement at the sending site.
- 2.9 When there is more than one sending site the principle of proportionality shall apply to filling of positions at the receiving site. Positions shall be offered first to eligible employees of the transferring program in proportion to the number of full-time equivalent positions directly affected by the transfer. For example, if the UAH will reduce by six (6) FTE's in a directly affected program, and the RAH will reduce by four (4) FTE's, then as a guideline, sixty percent (60%) of the positions at the receiving site would be offered to eligible UAH employees and forty (40%) would be offered to eligible RAH employees.
- 2.10 Subject to the principle of proportionality, and subject to employees possessing the ability to perform the work at the receiving site, if there are more volunteers to transfer than positions available at the receiving site, then positions shall be offered to eligible employees by order of seniority.
- 2.11 The parties may enter into individual, specific transfer agreements consistent with the terms herein. However, in the absence of an individual transfer agreement, the terms herein shall apply to a program transfer. In this Schedule, the term "program" includes part of a program.

- 2.12 In the event of a dispute concerning the application of Article 2, an Employee shall have the right to submit the dispute to expedited dispute resolution in accordance with the procedures contained in this Schedule.

### **3.0 Severance**

- 3.1 The timing and extent of application periods for the severance offering upon transfers between sites shall be determined by CHA. The program, when offered by CHA, shall be open to all eligible regular part-time and full-time employees employed and working in a regular position as of the date of the program offering, and in the program and classifications affected by the program transfer (and any resulting displacement) at the sending site.
- 3.2 An approved severance shall 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);
  - for the purposes of the program, continuous service will be calculated from the last date of hire recognized with CHA.
- 3.3 CHA shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of clause 2.4 above, if there are more employees wishing to take severance than there are positions to be eliminated, severance will be granted in order of seniority. Severance will not be approved if termination of the employee does not directly result in the permanent elimination of the regular employee's full-time equivalency, or a comparable full-time equivalency. CHA reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.
- 3.4 Employees on full layoff shall not be eligible to apply for severance. CHA will only consider a severance application from an employee on sick leave, WCB or LTD where the employee has provided medical evidence to CHA that they are fit to return to work.

- 3.5 Regular employees whose applications for severance are approved will terminate their employment and have no right of recall under provisions of the applicable collective agreement or this Schedule. Employees whose applications for severance are approved will not be eligible for rehire by CHA, or any employer funded directly or indirectly by CHA, for the period of severance. Employees may be considered for hire by CHA, or by an employer funded directly or indirectly by CHA, provided they repay CHA the difference, if any, on a prorated basis between the time they were unemployed and the length of time for which the severance was paid. For example, if an employee accepts severance from a full-time position, and is rehired to a half-time position, half way through the period covered by the severance, the employee would be required to repay one-quarter (1/4) of the total severance.

#### **4.0 Layoffs and Recalls**

- 4.1 Employees shall be laid off in accordance with the Collective Agreement at the site. Layoff shall be in reverse order of seniority within the affected site. Where the least senior employee subject to layoff at the affected site is not the least senior employee in the classification (which for purposes of this clause includes a lower-rated classification within the classification series) within the CHA facilities, the employee shall be placed in a vacancy in their classification within the CHA facilities, provided they have the ability to perform the required work. Where no vacancy exists, CHA shall effect a vacancy by laying off the least senior employee in the classification in the CHA facilities whose position duties the Employee has the ability to perform. Notwithstanding the above, CHA shall have the right to retain employees who would otherwise be laid off when layoff in accordance with this clause would result in retaining employees without the ability to perform the required work. An employee affected by layoff may elect not to displace a less senior employee at another site and be laid off without forfeiting recall rights.
- 4.2 Employees who are laid off shall be placed on a common CHA facilities recall list, in addition to site recall lists. Seniority on the common recall list shall be based on date of continuous employment in the bargaining unit.
- 4.3 Recalls to vacancies at CHA facilities shall be in accordance with the collective agreement at the site where the vacancies exist, except that after recall of eligible employees on the recall list from the site where the vacancies exist, there shall then be recall of eligible employees from the common recall list, in order of seniority.
- 4.4 Laid off Employees may refuse a recall to another site without affecting their recall rights under their Collective Agreement, provided there is another eligible Employee who is recalled and accepts the recall to the vacancy. Where there are no Employees who accept a notice of recall to another site, the senior Employee on the Referral Hospital System recall list will be provided another recall, and if they refuse the recall to the other site, they shall be deemed to have forfeited their right of recall.

## **5.0 Applications for Vacancies**

- 5.1 When CHA decides to fill a vacancy, notices of vacancy shall be posted at all CHA facilities in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located.
- 5.2 In making selections for promotion or transfer, selection protocol shall be in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located except as provided below. CHA facilities applicants external to the site where the vacancy is located shall have their seniority recognized, and shall be considered internal applicants.
- 5.3 Successful CHA facilities applicants external to the site where the vacancy is located shall transfer their accrued seniority and pension entitlements, their unused vacation and illness leave, and their pay increment level, up to the maximum level of entitlements in effect at the receiving site. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods or waiting periods for benefit plans. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving site, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving site.

## **6.0 Intermingling**

- 6.1 Regular and temporary employees shall have designated home sites assigned by the Employer, where they work the majority of their regular hours on an ongoing basis.
- 6.2 CHA may assign employees between CHA facilities, for purposes of training, orientation, emergencies, and general operating requirements, on an intermittent basis, provided the majority of their hours worked over each six (6) month period are at their home site, or on a temporary basis up to six (6) months per assignment (three (3) months when the assignment is involuntary). When making these assignments, CHA will request volunteers from amongst employees in the program who are readily available for the assignment and who have the ability to perform the required work. When there are insufficient volunteers for the required work CHA may assign employees, beginning with the least senior employee, provided they have the ability to perform the work. CHA is not obliged to assign an employee to another site in accordance with this provision where the assignment will result in an overtime payment.
- 6.3 Employees assigned to work at another site in accordance with clause 6.2 above shall be reimbursed for necessary travel expenses between sites in the course of a shift, in accordance with the Collective Agreement at the employee's home site, or in accordance with employer policy where the agreement does not provide for travel expenses.



- 6.4 Employees assigned to another site in accordance with clause 6.2 above shall continue to be governed by the terms of the Collective Agreement at their home site.
- 6.5 The Employer shall provide a minimum of three (3) days notice to the Union and Employees for assignments to other sites resulting from general operational requirements. Unions shall be notified of assignments to other sites for emergency purposes within forty-eight (48) hours of the assignment. Employees may waive their requirement for notice before accepting an assignment to another site. Where the general operating requirements will be ongoing, three (3) days notice to Unions and Employees shall only be required prior to the initial assignment.
- 6.6 In the event of a dispute concerning the application of Article 6 either party may submit the dispute to expedited dispute resolution in accordance with the procedures contained in this schedule.

## **7.0 Portability of Seniority**

- 7.1 Employees who transfer to another CHA facility due to program transfer, layoff and recall, or applications for vacancies, shall transfer their accrued seniority.

## **8.0 Expedited Dispute Resolution**

- 8.1 In the event of a dispute concerning the application of Article 2 or Article 6 of this Schedule, an Employee or CHA may submit a dispute to expedited dispute resolution in accordance with this Schedule. The dispute shall be submitted in writing directly to other affected parties within five (5) calendar days of the date the Employee or CHA become aware of, or reasonably should have become aware of, the occurrence of the act causing the dispute.
- 8.2 If the parties are unable to resolve the dispute within five (5) calendar days of the written submission of the dispute, it shall be immediately referred to arbitration. All arbitrations shall be conducted before a single arbitrator agreed to by the parties. Failing agreement, the Chair of the Labour Relations Board shall appoint an arbitrator who is available within the required time lines.
- 8.3 The arbitrator shall meet with the parties and hear the dispute within five (5) calendar days of appointment, and shall render a decision within five (5) calendar days of the hearing. An arbitrator may render an oral decision. Decisions of arbitrators under this procedure shall not be referred to as precedents by any party in subsequent proceedings.
- 8.4 If an arbitrator is unable to meet to hear a dispute within five (5) calendar days of appointment, the parties shall agree upon, or request the appointment of, a new arbitrator who can hear the dispute within five (5) calendar days.

- 8.5 Failure to adhere to time limits in this clause, shall not preclude a party from advancing a dispute to arbitration, or preclude an arbitrator from deciding a dispute, in as timely a manner as possible in the circumstances.
- 8.6 Costs of the arbitrator shall be shared equally between the parties.

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

**THE CARITAS HEALTH GROUP**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: TRANSFER AND INTERMINGLING AGREEMENT**

Effective September 12, 1997, the Parties hereby agree:

**1.0 Preamble**

- 1.1 HSAA is the bargaining agent for CHG employees in the paramedical technical bargaining units at the Edmonton General/Grey Nuns Community Hospital and Health Care Centre (EG/GNH) and the Misericordia Community Hospital and Health Care Centre (MH).
- 1.2 CHG the employer of paramedical technical employees at the EG/GNH and MH ("the CHG facilities").
- 1.3 The parties hereby agree to the following inter-bargaining unit terms and conditions.

**2.0 Interim Transfers and Intermingling**

- 2.1 The parties agree to terms in Schedule A attached, affecting transfers and intermingling of CHG employees between existing paramedical technical bargaining units represented by HSAA at the CHG facilities.
- 2.2 The terms in Schedule A apply notwithstanding any other terms of Collective Agreements currently in effect between the parties, and form part of those Collective Agreements.

**3.0 Addition of Parties**

- 3.1 With the consent of all parties, additional Employers and bargaining units of paramedical technical employees may be added as parties to this agreement, or part of this agreement, on terms consistent with the provisions of this agreement.

**4.0 Term of Agreement**

4.1 This agreement shall come into force on the date written above and continue up to March 31, 2000.

4.2 The provisions of this agreement may be amended with the consent of all parties.

**5.0 Resolution of Disputes**

5.1 Any dispute concerning this agreement, inclusive of Schedule A, shall be resolved by recourse to the grievance and arbitration procedures in the Collective Agreement between the parties to the dispute of which Schedule A forms a part (or by any dispute resolution process incorporated in Schedule A).

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

\_\_\_\_\_

\_\_\_\_\_

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

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

**Schedule A**

**Transfer and Intermingling Terms**

**1.0 Preamble**

- 1.1 The parties agree to the following terms respecting transfers and intermingling of CHG employees in existing paramedical technical bargaining units in CHG facilities.
- 1.2 These terms apply notwithstanding any other terms of Collective Agreements currently in effect between the parties, and form part of those Collective Agreements.

**2.0 Transfers**

- 2.1 When a program is transferred from one (1) bargaining unit to another, employees in the program directly affected by the transfer shall be entitled to transfer to available positions created within another bargaining unit as a result of the transfer, provided employees have the ability to perform the work at the receiving site.
- 2.2 If there are insufficient positions available, between the number of positions being reduced AND the total of vacancies at the sending bargaining unit and additional positions at the receiving bargaining unit, a severance offering shall be made to employees in the program and classifications affected by the transfer (and any resulting displacement) at the sending bargaining unit, available up to a maximum of the shortfall between the total of the vacant FTE's at the sending bargaining unit and additional FTE's at the receiving bargaining unit AND the total FTE's being reduced at the sending bargaining unit. The severance offering shall be in accordance with clause 3 below.
- 2.3 When a program is transferred from one (1) bargaining unit to another, and there will be layoffs following a severance offering as a result of the transfer, layoffs shall occur at the sending bargaining unit.
- 2.4 When a program is transferred from one bargaining unit to another, CHG shall first seek employees from the program who wish to transfer voluntarily to available positions at the other bargaining unit, provided they have the ability to perform the work. If there are not sufficient volunteers to transfer with the program, CHG may require employees to transfer to available positions at the other bargaining unit beginning with the least senior employees affected by the transfer, subject to their ability to perform the work.

- 2.5 Employees who transfer with a program pursuant to clause 2.4 above are transferring to positions which, but for the transfer, would not have been available to employees on recall.
- 2.6 When a transfer of a program occurs, CHG shall advise affected employees and the union at least twenty-one (21) days in advance of the transfer. Within seven (7) days of receipt of notice, employees shall advise CHG whether or not they wish to transfer, subject to clause 2.4 above.
- 2.7 Employees who transfer with a program shall transfer their accrued seniority and pension entitlements, and their unused vacation and illness leave, up to the maximum level of entitlements in effect at the receiving bargaining unit. Employees shall be placed at the pay increment level closest to, but not less than, their existing rate of pay, up to the maximum rate for the classification in effect at the receiving bargaining unit. If an employee's rate of pay at the sending bargaining unit exceeds that of the position at the receiving bargaining unit, the employee's rate of pay shall be red-circled until the rate of pay at the receiving bargaining unit equals or exceeds the rate of pay from the sending bargaining unit. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods or waiting periods for benefit plans. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving bargaining unit, and shall accumulate after the transfer in accordance with collective agreement provisions at the receiving bargaining unit.
- 2.8 Employees unable to transfer with a program because an insufficient number of positions were created by the transfer at the other bargaining unit, and who have not been accepted for severance, shall receive layoff notice, and be permitted to exercise rights on layoff, as provided for in the Collective Agreement at the sending bargaining unit.
- 2.9 Subject to the principle of proportionality, and subject to employees possessing the ability to perform the work at the receiving bargaining unit, if there are more volunteers to transfer than positions available at the receiving bargaining unit, then positions shall be offered to eligible employees by order of seniority.
- 2.10 The parties may enter into individual, specific transfer agreements consistent with the terms herein. However, in the absence of an individual transfer agreement, the terms herein shall apply to a program transfer. In this Schedule, the term "program" includes part of a program.
- 2.11 In the event of a dispute concerning the application of Article 2, an Employee shall have the right to submit the dispute to expedited dispute resolution in accordance with the procedures contained in this Schedule.

### 3.0 Severance

- 3.1 The timing and extent of application periods for the severance offering upon transfers between bargaining units shall be determined by CGH. The program, when offered by CGH, shall be open to all eligible regular part-time and full-time employees employed and working in a regular position as of the date of the program offering, and in the program and classifications affected by the program transfer (and any resulting displacement) at the sending bargaining unit.
- 3.2 An approved severance shall 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);
  - for the purposes of the program, continuous service will be calculated from the last date of hire recognized with CHG.
- 3.3 CHG shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, and the application of clause 2.4 above, if there are more employees wishing to take severance than there are positions to be eliminated, severance will be granted in order of seniority. Severance will not be approved if termination of the employee does not directly result in the permanent elimination of the regular employee's full-time equivalency, or a comparable full-time equivalency. CHG reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.
- 3.4 Employees on full layoff shall not be eligible to apply for severance. CHG will only consider a severance application from an employee on sick leave, WCB or LTD where the employee has provided medical evidence to CHG that they are fit to return to work.
- 3.5 Regular employees whose applications for severance are approved will terminate their employment and have no right of recall under provisions of the applicable collective agreement or this Schedule. Employees whose applications for severance are approved will not be eligible for rehire by CHG, CHA or any employer funded directly or indirectly by CHA, for the period of severance. Employees may be considered for hire by CHG or CHA, or by an employer funded directly or indirectly by CHA, provided they repay CHG the difference, if any, on a prorated basis between the time they were unemployed and the length of time for which the severance was paid. For example, if an employee accepts severance from a full-time position, and is rehired to a half-time position, half way through the period covered by the severance, the employee would be required to repay one-quarter (1/4) of the total severance.

#### **4.0 Layoffs and Recalls**

- 4.1 Employees shall be laid off in accordance with the Collective Agreement at the bargaining unit. Layoff shall be in reverse order of seniority within the affected bargaining unit. Where the least senior employee subject to layoff at the affected bargaining unit is not the least senior employee in the classification (which for purposes of this clause includes a lower-rated classification within the classification series) within the CHG facilities, the employee shall be placed in a vacancy in their classification within the CHG facilities, provided they have the ability to perform the required work. Where no vacancy exists, CHG shall effect a vacancy by laying off the least senior employee in the classification in the CHG facilities whose position duties the Employee has the ability to perform. Notwithstanding the above, CHG shall have the right to retain employees who would otherwise be laid off when layoff in accordance with this clause would result in retaining employees without the ability to perform the required work. An employee affected by layoff may elect not to displace a less senior employee within another bargaining unit and be laid off without forfeiting recall rights.
- 4.2 Employees who are laid off shall be placed on a common CHG facilities recall list, in addition to bargaining unit recall lists. Seniority on the common recall list shall be based on date of continuous employment in the bargaining unit.
- 4.3 Recalls to vacancies at CHG facilities shall be in accordance with the collective agreement at the site where the vacancies exist, except that after recall of eligible employees on the recall list from the bargaining unit where the vacancies exist, there shall then be recall of eligible employees from the common recall list, in order of seniority.
- 4.4 Laid off Employees may refuse a recall to another site without affecting their recall rights under their Collective Agreement, provided there is another eligible Employee who is recalled and accepts the recall to the vacancy. Where there are no Employees who accept a notice of recall to another site, the senior Employee on the recall list will be provided another recall, and if they refuse the recall to the other site, they shall be deemed to have forfeited their right of recall.

#### **5.0 Applications for Vacancies**

- 5.1 When CGH decides to fill a vacancy, notices of vacancy shall be posted at all CGH facilities in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located.
- 5.2 In making selections for promotion or transfer, selection protocol shall be in accordance with provisions of the Collective Agreement applicable at the site where the vacancy is located except as provided below. CGH facilities applicants external to the bargaining unit where the vacancy is located shall have their seniority recognized, and shall be considered internal applicants.



- 5.3 Successful CHG facilities applicants external to the bargaining unit where the vacancy is located shall transfer their accrued seniority and pension entitlements, their unused vacation and illness leave, and their pay increment level, up to the maximum level of entitlements in effect at the receiving bargaining unit. An employee's anniversary date shall not change, nor shall employees be required to re-serve probation periods or waiting periods for benefit plans. Their seniority and other transferred entitlements shall be converted to entitlements at the receiving bargaining unit, and shall accumulate after the transfer in accordance with Collective Agreement provisions at the receiving bargaining unit.

## **6.0 Intermingling**

- 6.1 Regular and temporary employees shall have designated home sites assigned by the Employer, where they work the majority of their regular hours on an ongoing basis.
- 6.2 CHG may assign employees between CHG facilities, for purposes of training, orientation, emergencies, and general operating requirements, on an intermittent basis, provided the majority of their hours worked over each six (6) month period are at their home site, or on a temporary basis up to six (6) months per assignment (three (3) months when the assignment is involuntary). When making these assignments, CHG will request volunteers from amongst employees in the program who are readily available for the assignment and who have the ability to perform the required work. When there are insufficient volunteers for the required work CHG may assign employees, beginning with the least senior employee, provided they have the ability to perform the work. CHG is not obliged to assign an employee to another bargaining unit in accordance with this provision where the assignment will result in an overtime payment.
- 6.3 Employees assigned to work within another bargaining unit in accordance with clause 6.2 above shall be reimbursed for necessary travel expenses between sites in the course of a shift, in accordance with the Collective Agreement at the employee's home site, or in accordance with employer policy where the agreement does not provide for travel expenses.
- 6.4 Employees assigned to another bargaining unit in accordance with clause 6.2 above shall continue to be governed by the terms of the Collective Agreement at their home site.
- 6.5 The Employer shall provide a minimum of three (3) days notice to the Union and Employees for assignments to other sites resulting from general operational requirements. Unions shall be notified of assignments to other sites for emergency purposes within forty-eight (48) hours of the assignment. Employees may waive their requirement for notice before accepting an assignment to another site. Where the general operating requirements will be ongoing, three (3) days notice to Unions and Employees shall only be required prior to the initial assignments.

- 6.6 In the event of a dispute concerning the application of Article 6 either party may submit the dispute to expedited dispute resolution in accordance with the procedures contained in this schedule.

## **7.0 Portability of Seniority**

- 7.1 Employees who transfer to another CHG facility due to program transfer, layoff and recall, or applications for vacancies, shall transfer their accrued seniority.

## **8.0 Expedited Dispute Resolution**

- 8.1 In the event of a dispute concerning the application of Article 2 (Transfers) or Article 6 (Intermingling), an Employee or CHG may submit a dispute to expedited dispute resolution in accordance with this Schedule. The dispute shall be submitted in writing directly to other affected parties within five (5) calendar days of the date the Employee or CHG become aware of, or reasonably should have become aware of, the occurrence of the act causing the dispute.
- 8.2 If the parties are unable to resolve the dispute within five (5) calendar days of the written submission of the dispute, it shall be immediately referred to arbitration. All arbitrations shall be conducted before a single arbitrator agreed to by the parties. Failing agreement, the Chair of the Labour Relations Board shall appoint an arbitrator who is available within the required time lines.
- 8.3 The arbitrator shall meet with the parties and hear the dispute within five (5) calendar days of appointment, and shall render a decision within five (5) calendar days of the hearing. An arbitrator may render an oral decision. Decisions of arbitrators under this procedure shall not be referred to as precedents by any party in subsequent proceedings.
- 8.4 If an arbitrator is unable to meet to hear a dispute within five (5) calendar days of appointment, the parties shall agree upon, or request the appointment of, a new arbitrator who can hear the dispute within five (5) calendar days.
- 8.5 Failure to adhere to time limits in this clause, shall not preclude a party from advancing a dispute to arbitration, or preclude an arbitrator from deciding a dispute, in as timely a manner as possible in the circumstances.
- 8.6 Costs of the arbitrator shall be shared equally between the parties.

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

**THE CAPITAL HEALTH AUTHORITY**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: EMPLOYEE TRAVEL AND INTERMINGLING ASSIGNMENTS**

CHA agrees to meet with HSAA, six (6) months after the date of this letter, or at such other time as the parties agree upon, to review issues pertaining to employee travel to and from CHA facilities prior to the start, and after the conclusion of shifts associated with intermingling assignments.

In the event the parties cannot agree upon the resolution to these issues, a Committee will be established, comprised of equal representation from CHA and HSAA, to undertake fact finding and to make recommendations to the parties in respect of the issues. The Committee shall report to the parties within two (2) months of its establishment, and the parties shall give due consideration to the recommendations of the Committee.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

\_\_\_\_\_

\_\_\_\_\_

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

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

**LETTER OF UNDERSTANDING #13**

**BETWEEN**

**THE CARITAS HEALTH GROUP**

**- and -**

**HEALTH SCIENCES ASSOCIATION OF ALBERTA**

**RE: EMPLOYEE TRAVEL AND INTERMINGLING ASSIGNMENTS**

CHG agrees to meet with HSAA, six (6) months after the date of this letter, or at such other time as the parties agree upon, to review issues pertaining to employee travel to and from CHG facilities prior to the start, and after the conclusion of shifts associated with intermingling assignments.

In the event the parties cannot agree upon the resolution to these issues, a Committee will be established, comprised of equal representation from CHG and HSAA, to undertake fact finding and to make recommendations to the parties in respect of the issues. The Committee shall report to the parties within two (2) months of its establishment, and the parties shall give due consideration to the recommendations of the Committee.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE HEALTH SCIENCES  
ASSOCIATION OF ALBERTA

\_\_\_\_\_

\_\_\_\_\_

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

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

**SALARIES APPENDIX**

**PARAMEDICAL TECHNICAL**

<b>Pay Grade</b>	<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
1.	Cardiovascular Perfusionist II Clinical Instructor (Technologies) Diagnostic Sonographer II* Physiological Laboratory Technologist II*								
	May 21/97	20.23	20.87	21.52	22.29	23.02	23.77	24.54	25.33
	April 1/98	20.92	21.58	22.25	23.05	23.80	24.57	25.38	26.19
	April 1/99	21.55	22.22	22.92	23.74	24.51	25.31	26.14	26.98
2.	Medical Illustrator								
	May 21/97	19.59	20.23	20.88	21.54	22.23	22.94	23.70	24.45
	April 1/98	20.26	20.92	21.59	22.28	22.99	23.72	24.51	25.28
	April 1/99	20.87	21.55	22.23	22.94	23.68	24.43	25.25	26.04
3.	Anaesthesia Technician III Biomedical Equipment Technologist III Cardiovascular Perfusionist I Diagnostic Sonographer I* Dialysis Technician III Laboratory Technologist III Medical Radiation Technologist III Nuclear Medicine Technologist III Physiological Laboratory Technologist I* Respiratory Therapist III								
	May 21/97	19.54	20.15	20.79	21.47	22.15	22.86	23.59	24.34
	April 1/98	20.21	20.83	21.49	22.20	22.90	23.63	24.40	25.17
	April 1/99	20.81	21.46	22.14	22.87	23.59	24.34	25.13	25.92
4.	Medical Photographer								
	May 21/97	18.63	19.25	19.86	20.48	21.16	21.86	22.57	23.29
	April 1/98	19.27	19.91	20.53	21.18	21.88	22.60	23.34	24.08
	April 1/99	19.85	20.50	21.15	21.81	22.54	23.28	24.04	24.80

<u>Pay Grade</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
5.	Anaesthesia Technician II Biomedical Equipment Technologist II Diagnostic Sonographer I Dialysis Technician II Dietary Technologist II E.E.G. Technologist II Health Record Administrator II Laboratory Technologist II Medical Radiation Technologist II Nuclear Medicine Technologist II Ophthalmic Technician II Physiological Laboratory Technologist I Respiratory Therapist II								
	May 21/97	18.31	18.86	19.47	20.06	20.71	21.34	22.04	22.74
	April 1/98	18.93	19.50	20.13	20.74	21.41	22.07	22.79	23.51
	April 1/99	19.50	20.08	20.74	21.36	22.05	22.73	23.47	24.21
6.	Anaesthesia Technician I Audiovisual Technician II Biomedical Equipment Technologist I Cardiology Technologist II Dietary Technologist I E.E.G. Technologist I E.M.G. Technologist E.N.G. Technician Health Record Administrator I Health Record Technician II Laboratory Technologist I Medical Radiation Technologist I Media Producer Nuclear Medicine Technologist I Ophthalmic Technician I Orthopaedic Footwear Technician Orthotic Technician Pharmacy Technician II Prosthetic Technician Respiratory Therapist I								
	May 21/97	16.91	17.50	18.12	18.77	19.43	20.13	20.85	21.51
	April 1/98	17.48	18.10	18.74	19.40	20.09	20.81	21.56	22.24
	April 1/99	18.01	18.64	19.30	19.99	20.70	21.44	22.20	22.91
7.	Combined Laboratory and X-Ray Technician II								
	May 21/97	16.07	16.53	17.04	17.61	18.12	18.64	19.23	
	April 1/98	16.62	17.10	17.62	18.21	18.74	19.28	19.88	
	April 1/99	17.11	17.61	18.15	18.76	19.30	19.86	20.48	

<u>Pay Grade</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
8.	Apnea Technician I Audiovisual Technician I Cardiology Technologist I Combined Laboratory and X-Ray Technician I Dialysis Technician I Health Record Technician I Medical Library Technician Pharmacy Technician								
	May 21/97	14.86	15.32	15.81	16.39	16.91	17.44	18.03	
	April 1/98	15.36	15.84	16.34	16.95	17.48	18.04	18.64	
	April 1/99	15.82	16.32	16.83	17.46	18.01	18.58	19.20	
9.	Dental Assistant								
	May 21/97	13.31	13.76	14.20	14.69	15.16	15.68		
	April 1/98	13.76	14.22	14.68	15.18	15.68	16.21		
	April 1/99	14.18	14.65	15.12	15.64	16.15	16.69		
10.	Laboratory Assistant								
	May 21/97	11.57	11.96	12.33	12.74	13.15	13.56	14.01	
	April 1/98	11.97	12.36	12.75	13.17	13.60	14.03	14.48	
	April 1/99	12.33	12.74	13.13	13.56	14.01	14.45	14.92	
11.	Cardiology Technician Trainee								
	May 21/97	10.59	10.95						
	April 1/98	10.96	11.32						
	April 1/99	11.28	11.66						

**\*Note:**

- Wage rates for the Diagnostic Sonographer II and Physiological Laboratory Technologist II classifications are included in Pay Grade 3 for the period from July 16, 1997 to November 20, 1997.
- Wage rates for the Diagnostic Sonographer I and Physiological Laboratory Technologist I classifications are included in Pay Grade 5 for the period from July 16, 1997 to November 20, 1997.

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

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