

SOURCE	Union		
EFF.	96	09	16
TESTA	98	12	31
No. OF EMPLOYEES	430		
NOMBRE D'EMPLOYÉS	22		

COLLECTIVE AGREEMENT

BETWEEN

**PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital and Big Country Hospital)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189 AND LOCAL 715

CUPEPALL

MAY 21 1997

ENTERED
[Signature]

10543(01)

TABLE OF CONTENTS

PAGE

ARTICLE 1:	Term of Collective Agreement	1
ARTICLE 2:	Definitions	2
ARTICLE 3:	Change in Collective Agreement	3
ARTICLE 4:	Union Recognition	3
ARTICLE 5:	Union Membership, Security and Check-Off	4
ARTICLE 6:	Management Rights	4
ARTICLE 7:	Discrimination	5
ARTICLE 8:	Occupational Health and Safety	5
ARTICLE 9:	Job Classification	6
ARTICLE 10:	Bulletin Boards	9
ARTICLE 11:	Shop Stewards	9
ARTICLE 12:	Grievance Procedure	9
ARTICLE 13:	Probation Period	12
ARTICLE 14:	Salaries	13
ARTICLE 15:	Paydays	14
ARTICLE 16:	Hours of Work	14
ARTICLE 17:	Overtime	18
ARTICLE 18:	On-Call	19
ARTICLE 19:	Call-Back	20
ARTICLE 20:	Pyramiding	20
ARTICLE 21:	Shift Premium	20
ARTICLE 22:	Weekend Premium	21
ARTICLE 23:	Transportation Allowance	21
ARTICLE 24:	Annual Vacation	24
ARTICLE 25:	Named Holidays	24
ARTICLE 26:	Sick Leave	26
ARTICLE 27:	Workers' Compensation	28
ARTICLE 28:	Health Benefits	29
ARTICLE 29:	Pension Plan	31
ARTICLE 30:	Leaves of Absence	31
ARTICLE 31:	Bereavement	33
ARTICLE 32:	Uniforms	34
ARTICLE 33:	Appointments, Promotions, Transfers and Vacancies	34
ARTICLE 34:	Discipline, Dismissal & Resignation	36
ARTICLE 35:	Seniority	37
ARTICLE 36:	Layoff and Recall Procedure	37
ARTICLE 37:	Relief Employees	41
ARTICLE 38:	Retroactivity	45
ARTICLE 39:	Copies of Collective Agreement	45
SCHEDULE A:	Composite Listing of Classifications and Salary Rates	47

LETTER OF UNDERSTANDING #1:	Classification Review for Maintenance Position (Incumbent: Melvin Tarr)	51
LETTER OF UNDERSTANDING #2:	Classification Review for Laundry Position (Incumbent: Audrey Beaumont)	53
LETTER OF UNDERSTANDING #3:	Red-Circling of Employees Affected by Implementation of Schedule A.....	55
LETTER OF UNDERSTANDING #4:	Article 24: Grandfathering of Annual Vacation Entitlement.....	56
LETTER OF UNDERSTANDING #5:	Article 25: Implementation of Named Holidays.....	57
LETTER OF UNDERSTANDING #6:	Article 25 : Named Holidays	59
LETTER OF UNDERSTANDING #7:	Article 28: Health Benefits	61
LETTER OF UNDERSTANDING #8:	Regionalization	63
LETTER OF UNDERSTANDING #9:	Article 36 - Sub-Contracting.....	64
LETTER OF UNDERSTANDING #10:	Compressed Work Week in Dietary Department	65
LETTER OF UNDERSTANDING #11:	10 Hour Work Day Provisions.....	66
LETTER OF UNDERSTANDING #12:	Optional Schedule: Housekeeping Department.....	70
LETTER OF UNDERSTANDING #13:	Optional Schedule: Laundry Department	72
LETTER OF UNDERSTANDING #14:	Compressed Work Week Provisions for Greg Lesko, Power Engineer (4th Class)	74
LETTER OF UNDERSTANDING #15:	Compressed Work Week Provisions - 12 Hour Work Day	78
LETTER OF UNDERSTANDING #16:	Height Premiums	83
LETTER OF UNDERSTANDING #17:	Classification Review for Positions in Maintenance and Trades Support Group.....	84

ALPHABETICAL INDEX

PAGE

ARTICLE 24:	Annual Vacation	24
ARTICLE 33:	Appointments. Promotions. Transfers and Vacancies	34
ARTICLE 31 :	Bereavement	33
ARTICLE 10:	Bulletin Boards	9
ARTICLE 19:	Call-Back	20
ARTICLE 3:	Change in Collective Agreement.....	3
LETTER OF UNDERSTANDING #2:	Classification Review for Laundry Position (Incumbent: Audrey Beaumont).....	53
LETTER OF UNDERSTANDING #17:	Classification Review for Positions in Maintenance and Trades Support Group.....	84
LETTER OF UNDERSTANDING #1:	Classification Review for Maintenance Position (Incumbent: Melvin Tarr)	51
SCHEDULE A:	Composite Listing of Classifications and Salary Rates	47
LETTER OF UNDERSTANDING #10:	Compressed Work Week in Dietary Department	65
LETTER OF UNDERSTANDING #14:	Compressed Work Week Provisions for Greg Lesko, Power Engineer (4th Class)	74
LETTER OF UNDERSTANDING # 15:	Compressed Work Week Provisions - 12 Hour Work Day	78
ARTICLE 39:	Copies of Collective Agreement.....	45
ARTICLE 2:	Definitions.....	2
ARTICLE 7:	Discrimination.....	5
ARTICLE 34:	Discipline, Dismissal & Resignation.....	36
LETTER OF UNDERSTANDING #4:	Article 24 : Grandfathering of Annual Vacation Entitlement.....	56
ARTICLE 12:	Grievance Procedure.....	9
ARTICLE 28:	Health Benefits.....	29
LETTER OF UNDERSTANDING #7:	Article 28 : Health Benefits	61
LETTER OF UNDERSTANDING #16	Height Premiums	83
ARTICLE 16:	Hours of Work	14
LETTER OF UNDERSTANDING #5:	Article 25 : Implementation of Named Holidays.....	57
ARTICLE 9:	Job Classification.....	6

ARTICLE 36:	Layoff and Recall Procedure.....	37
ARTICLE 30:	Leaves of Absence.....	31
ARTICLE 6:	Management Rights.....	4
ARTICLE 25:	Named Holidays.....	24
LETTER OF UNDERSTANDING #6:	Article 25: Named Holidays.....	59
ARTICLE 8:	Occupational Health and Safety.....	5
ARTICLE 18:	On-Call.....	19
LETTER OF UNDERSTANDING #13:	Optional Schedule: Laundry Department.....	72
LETTER OF UNDERSTANDING #12:	Optional Schedule: Housekeeping Department.....	70
ARTICLE 17:	Overtime.....	18
ARTICLE 15:	Paydays.....	14
ARTICLE 29:	Pension Plan.....	31
LETTER OF UNDERSTANDING #16:	Premiums.....	83
ARTICLE 13:	Probation Period.....	12
ARTICLE 20:	Pyramiding.....	20
LETTER OF UNDERSTANDING #3:	Red-Circling of Employees Affected by Implementation of Schedule A	55
LETTER OF UNDERSTANDING #8:	Regionalization.....	63
ARTICLE 37:	Relief Employees.....	41
ARTICLE 38:	Retroactivity.....	45
ARTICLE 14:	Salaries.....	13
ARTICLE 35:	Seniority.....	37
ARTICLE 21:	Shift Premium.....	20
ARTICLE 11:	Shop Stewards.....	9
ARTICLE 26:	Sick Leave.....	26
LETTER OF UNDERSTANDING #9:	Article 36 - Sub-Contracting.....	64
LETTER OF UNDERSTANDING #11:	10 Hour Work Day Provisions.....	66
ARTICLE 1:	Term of Collective Agreement.....	1
ARTICLE 23:	Transportation Allowance.....	21
ARTICLE 32:	Uniforms.....	34
ARTICLE 5 :	Union Membership, Security and Check-Off.....	4
ARTICLE 4:	Union Recognition.....	3
ARTICLE 22:	Weekend Premium.....	21
ARTICLE 27:	Workers' Compensation.....	28

COLLECTIVE AGREEMENT made this 16th day of September, 1996.

BETWEEN

PALLISER HEALTH AUTHORITY
(hereinafter referred to as the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189 AND LOCAL 715
(hereinafter referred to as the "Union")

PREAMBLE

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

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS :

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in ~~this~~ Collective Agreement, ~~this~~ Collective Agreement, including appendices hereto, unless ~~altered~~ altered by mutual consent of ~~both~~ both parties hereto; shall be in force and effect from ~~September 16, 1996~~ September 16, 1996 (date of ratification) up to and including March 31, 1998, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.

- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 **This** Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

ARTICLE 2: DEFINITIONS

- 2.01 **An** "Employee" shall mean any employee of the Employer for whom the Union has been certified **as** bargaining agent, or for whom the Union has attained the **status** of bargaining agent through voluntary recognition, and whose employment is designated **as**:
- (a) "Regular Employee" is one who works on a full-time or part-time basis:
 - (i) "Full-time Employee" shall mean an employee who is scheduled to work the hours specified in Article 16 - Hours of Work.
 - (ii) "Part-time Employee" **shall** mean an employee who works scheduled shifts pursuant to Article 16.06 provided however that such hours worked in any fourteen (**14**) calendar day period shall be less than those established for full-time employment. A part-time employee will work a minimum of three (3) hours per **shift**.
 - (b) "Relief Employee" shall mean **an** employee who is hired to fill a position(s) made available **as** a result of a sickness, injury, approved leave of absence, vacation or Named Holiday, or for a specific job for a period of six (6) months or less. When a Relief Employee is hired for a specific job, the Employer shall advise the Union in writing of the Relief Employee's name, classification, department and nature of the temporary assignment. The term of employment of such Relief Employee may be extended only by mutual agreement in writing, between the Employer and the Union. A Relief Employee may work either full-time or part-time hours.
- 2.02 (a) Except **as** specifically stated otherwise, the provisions of **this** Collective Agreement shall apply to part-time employees.
- (b) Relief Employees do not have a **continuing** employment relationship with the Employer **and** except **as** specifically stated in Article 37 of **this** Collective Agreement, the provisions of **this** Collective Agreement shall not apply to Relief Employees.
- 2.03 "Vacation" means **annual** vacation **with** pay.
- 2.04 "Date of Employment" for the purpose of calculating **annual** vacation means:

- (a) in the case of an employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month;
- (b) in the case of **an** employee whose employment commenced between the sixteenth (16th) **and** the last day inclusive of any month, the first (1st) day of the following calendar month.

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

ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT

- 3.01 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the parties at any time during the existence of **this** Collective Agreement **and** shall form part of **this** Collective Agreement. If changes are made, the Employer shall notify the Provincial Health Authorities of Alberta, and the Union Local shall notify the C.U.P.E. Alberta Hospital Employee's Committee in writing.

ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Union **as** the sole bargaining agent for the employees covered by **this** Collective Agreement **as** described in the Certificate of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto, or where voluntary recognition exists, the Employer recognizes the Union **as** sole bargaining agent for all employees **within** the classifications listed for the Institution.
- 4.02 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of **this** Collective Agreement.

- 4.03 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated **persons**.
- 4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when regular employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular employee. For the purpose of **this** clause, "persons" shall mean all other employees of the Employer who are not included in the bargaining unit.
- 4.05 The Employer recognizes that the Local Union may have the assistance of a C.U.P.E. National or Regional Representative during communications with the Employer and in exercising its rights **as** outlined **in this** Collective Agreement.

ART I UNION MEMBERSHIP, SECURITY & CHECK- I

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

ARTICLE 6: MANAGEMENT RIGHTS

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

ARTICLE 7: DISCRIMINATION

7.01 The Employer or the Union shall not at any time discriminate against any employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, sex, sexual preference, age or marital status or because of their connection with trade union organizations.

ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY

8.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.

8.02 A hospital Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of **this** Committee (one member for those hospitals with less than one hundred (100) employees in the bargaining unit). This Committee may include representatives from other employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups.

8.03 The basic rate of pay will be paid to such employee for time spent in attendance at a meeting of this Committee.

8.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.

8.05 The Chairperson of the Committee will be determined in accordance ~~with~~ its terms of reference.

8.06 The Employer will co-operate with the Committee by providing:

- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
- (b) data pertaining to workplace health and safety conditions;
- (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the worksite.

8.07 The Committee shall assist the Employer:

- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;

- (b) in the development and promotion of measures to protect the safety and health of employees in the Institution and to check the effectiveness of such measures.

8.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps not taken towards implementation within two (2) months from the date the recommendation is made, the ~~Health~~ and Safety Committee may request and shall have the right to have their recommendations presented to the Governing Board.

8.09 **An** employee's rights shall be respected in accordance with The Occupational Health and Safety Act.

8.10 The Employer shall not unreasonably deny committee members access to ~~the~~ workplace to conduct safety inspections, including monitoring.

ARTICLE 9: JOB CLASSIFICATION

9.01 The Employer shall provide classification criteria for **all** Provincial Classifications listed in the "Composite Listing of Classifications and **Salary Rates**" to the Union.

9.02 The purpose of the classification criteria is to provide a guideline for the determination of each employee's classification and shall not be considered **as an** amendment to the established certificates or **as** a complete definition of any classification.

9.03 New Classifications

(a) In the event that the Employer creates a new classification which is within the scope of the bargaining unit in accordance with Article 4.01, and which is not listed in the **Salary** Appendix, but which is listed **as** a Provincial Classification in the "Composite Listing of Classifications and Salary Rates", the basic rate of pay for the new classification shall be the same **as** is listed for the Provincial Classification in the "Composite Listing of Classifications and **Salary Rates**".

(b) In the event that the Employer creates a new classification which is within the scope of the bargaining unit in accordance with Article 4.01, and which is not listed **as** a Provincial Classification in the "Composite Listing of Classifications and Salary Rates" the following will occur:

(i) The Employer shall provide classification criteria for the new classification to the C.U.P.E.

(ii) The basic rate of pay for the new classification shall be established by the Employer.

- (iii) The Employer shall notify the C.U.P.E. of the basic rate of pay for the new classification as established by the Employer.
- (iv) In the event that the basic rate of pay for the new classification established by the Employer is not acceptable to the C.U.P.E., the C.U.P.E. shall, within thirty (30) calendar days from the date they received notification of the basic rate of pay for the new classification, notify the Employer that they wish to negotiate the basic rate of pay for the new classification established by the Employer.
- (v) The Employer, and the C.U.P.E. shall meet to negotiate the basic rate of pay for the new classification established by the Employer.
- (vi) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the C.U.P.E. received the basic rate of pay for the new classification established by the Employer, the Union shall have **an** additional fourteen (**14**) calendar days to refer, in writing, the matter of basic rate of pay for the new classification established by the Employer to Arbitration in accordance with Article 12.04, Step III - Arbitration.

9.04

Change to Existing Classifications

In the event that there are changes to the classification criteria of a Provincial Classification listed in the "Composite Listing of Classifications and Salary Rates" the following will occur:

- (a) The Employer shall provide the changed classification criteria to the C.U.P.E.
- (b) If changes to the classification criteria have the effect of significantly altering the core functions of an existing Provincial Classification, the C.U.P.E. may, within thirty (30) calendar days from the date they received notification of the change, notify the Employer that they wish to negotiate the basic rate of pay of that Provincial Classification.
- (c) If the C.U.P.E. is notified of the change to the classification criteria within the four (**4**) month period prior to the expiration date of the Collective Agreement, such negotiation and resolution of the basic rate of pay shall occur during the negotiation of the next Collective Agreement between the parties.
- (d) If the C.U.P.E. is notified of the change to the classification criteria before the four (**4**) month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:

- (i) the Employer and the C.U.P.E. shall meet to negotiate the basic rate of pay for the Provincial Classification for which the classification criteria has been changed;
- (ii) if a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the C.U.P.E. received notification of the changed classification criteria, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of the basic rate of pay for the Provincial Classification for which **the** classification criteria **has** been changed, to Arbitration in accordance with Article 12.04, Step III - Arbitration.

9.05 Change in Job Content

In the event that the primary functions of a position within the bargaining unit are changed, the Employer shall determine the appropriate Provincial Classification for such position, subject to **an** appeal by the incumbent regular employee in accordance with Article 12: Grievance Procedure, commencing at Step II.

9.06 Classification Adjustment

In the event that the Employer changes the classification allocation of the work being performed by a regular employee, ^fto a classification with **a** lower basic rate of pay, such employee, while employed in such a position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater **than** her previous basic rate of pay, or for a period of six **(6)months**, whichever is earlier, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

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

9.08 In the event that the C.U.P.E. or the Union does not comply with the time **limits** established in Article **9.03** the basic rate of pay established by the Employer for the new job classification shall prevail.

9.09 In the event that the C.U.P.E. or the Union does not comply with the time **limits** established in Article **9.04**, the basic rate of pay for the Provincial Classification for which the classification criteria has been changed shall prevail.

9.10 **An** Arbitration Board established in accordance with Articles **9.03**, **9.04** and **9.05** shall have the authority to deal with the establishment and effective date of a basic rate of pay for a matter that **has** been referred to the Arbitration Board.

ARTICLE 10: BULLETIN BOARDS

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

ARTICLE 11: SHOP STEWARDS

- 11.01** The Shop Steward System is accepted in principle by the Employer, and Shop Stewards will be recognized **as** having authority to act on behalf of other employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized **as** Shop Stewards.
- 11.02** In Institutions where there are no Shop Stewards, Union Officers will be recognized **as** Shop Stewards for the purpose of **this** Article.
- 11.03** The Employer agrees that the Shop Steward shall not be hindered, coerced or ~~interfered with~~ in any way in the performance of her function while investigating disputes and presenting adjustments. The Union understands and agrees that each Shop Steward is employed to **perform** work **as** required by the Employer and that she will not leave her work during working hours except to **perform** her duties **as** provided in **this** Collective Agreement. Therefore, no Shop Steward shall leave her work without obtaining the permission of her supervisor, such permission shall not be unreasonably withheld.
- 11.04** Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties **as** Shop Stewards.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.01** A grievance shall be defined **as** any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.
- 12.02** **Settling of Disputes and Grievances**
- An employee or the Local Union shall have the right at any time to have the assistance of a C.U.P.E. Representative.

12.03

Informal Discussion

An employee who believes that she has a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with her immediate supervisor within five **(5)** days of the date she first became aware of, or reasonably should have become aware **of**, the occurrence. "Immediate Supervisor" means that person from whom an employee normally receives her work assignments. The employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with her immediate supervisor. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The immediate supervisor shall advise the employee of her decision within five **(5)** days of the date the matter ~~was~~ first discussed.

12.04

Formal Grievance Procedure

Step I

- (a) If the grievance is not resolved through informal discussion, the grievance shall, within ten (10) days of the decision of the immediate supervisor, be forwarded in writing by the Union and the employee concerned, to the employee's Department Head or designate, specifying the nature of the grievance and the redress sought. The Department Head or designate shall render a decision in writing to the Union within ten (10) days of the receipt of the grievance.
- (b) In the event that the difference affects two (2) or more employees, those so affected, or the Union, within ten (10) days of the date they first became aware of or reasonably should have become aware of the occurrence, may make a written request to the Department Head that the grievances be grouped and dealt with **as** a single grievance commencing at Step II. A request to group such grievances will not be unreasonably denied.
- (c) In the event an employee alleges that she has been dismissed or suspended without **just** cause, she may commence her grievance at Step II, within ten (10) days of the occurrence.

Step II

If the grievance is not settled under Step I above, the Union shall, submit the grievance in writing to the Senior Administrative Officer, within ten (10) days of receipt of the decision of the Employer under Step I, and the Senior Administrative Officer shall render a decision to the Union in writing within ten (10) days.

Step III - Arbitration

- (a) If the grievance is not settled under Step II above, the Union shall within ten (10) days of receiving the decision of the Senior Administrative Officer, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees ~~so~~ named shall, within ten (10) days, appoint a third person who shall be the Chairperson of the Arbitration Board.
- (b) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint a third member who shall be Chairperson of the Arbitration Board.
- (c) The Arbitration Board shall hear and determine the difference and shall issue ~~an~~ award in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- (d) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chairperson.
- (e) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

12.05 Throughout ~~this~~ Article, the reference to "days" shall not include Saturdays, Sundays, or ~~Named~~ Holidays.

12.06 The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.

12.07 Should the employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned. Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.

12.08 Policy Grievance

- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one **(1)** employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within ten **(10) days** of the date the Union became aware **of**, or reasonably should have become aware of, the occurrence.
- (b) A policy grievance involving only one **(1)** department may be submitted at Step I. A policy grievance involving more than one **(1)** department may be submitted at Step II.

12.09 Replies in Writing

Replies to formal grievances shall be in writing at all stages.

12.10 Facilities for Grievances

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

12.11 Grievances affecting departments other than the employee's department (i.e. transfers and promotions), will be commenced with the Department Head of the affected department.

12.12 In the event that any management Officers ^fas named in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

ARTICLE 13: PROBATION PERIOD

13.01 A newly hired regular employee shall serve a probation period. If such employee is determined by the Employer to be unsatisfactory, she may be dismissed at any time during the probation period without notice.

13.02 If a probationary regular employee is transferred to another classification she will be required to complete a new probation period commencing on the date of transfer.

13.03 A regular employee will be kept advised of her progress during the probation period.

13.04 (a) The probation period for a regular employee consists of three hundred and twenty-five **(325)** hours worked from the date the last period of continuous employment commenced.

- (b) The probation period may be extended by an additional three hundred and twenty-five (325) hours or less for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer, the Union and the employee. However, in no event will **an** employee's total probation period exceed six hundred and **fifty** (650) hours.

ARTICLE 14: SALARIES

- 14.01 The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Appendix which is attached to and forms a part of **this** Collective Agreement, and shall be effective from and after the dates specified.
- 14.02 Employees shall advance from "Pay Step 1" to "Pay Step 2" **as** set out in the Salaries Appendix upon completion of 2022.75 hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of 1813.**50** hours worked at each subsequent Pay Step in the pay range.
- 14.03
- (a) When a regular employee achieves a position in a classification with the same end rate **as** her present classification, such employee shall move **to** the Pay Step which has a rate which is **equal** to her present basic rate of pay, or if there is no such Pay Step, she shall move to the Pay Step that has a basic rate of pay that is next higher to her present basic rate of pay.
- (b) When a regular employee achieves a position in a classification with **an** end rate that is greater than the end rate of her present classification, and the employee has not yet achieved "Pay Step 2" in her present pay range, she shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" **as soon as** she completes 2022.75 hours worked (inclusive of those hours worked in her former classification); however, if "Pay Step 1" of the higher pay range is less than "Pay Step 1" in her present pay range, she shall be advanced **to** the **next** Pay Step that provides her **with** an increase in her basic rate of pay.
- (c) When a regular employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the employee has achieved "Pay Step 2" or greater in the pay range for her present classification, she shall advance to "Pay Step 2" in the higher pay range, however, if "Pay Step 2" in the higher pay range **has a** basic rate of pay less **than** the employee's current basic rate of pay, she shall be advanced to the next Pay Step that provides her with an increase in her basic rate of pay.
- (d) **When** a regular employee achieves a position in a classification **with** an end rate that is less than her present classification, she shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in her present basic rate of pay.

- 14.04 The Employer may designate Journeyman Tradespersons to assume the temporary responsibilities of Lead Hand. Employees **so** designated shall receive, in addition to their regular earnings, a premium of seventy cents (70¢) per hour worked for the duration of their temporary appointment. In addition to her normal duties, a Lead Hand shall be responsible for co-ordinating the efforts of other Journeyman Tradespersons assigned to work with her to ensure the work is completed satisfactorily.
- 14.05 Should the Employer issue an employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action **as** is necessary to correct such errors. The Employer shall notify the employee in writing that an overpayment **has** been made and discuss repayment options. By mutual agreement between the Employer and the employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer **shall** recover the overpayment by deducting up to ten percent (10%) of the employee's gross earnings per pay period.

ARTICLE 15: PAYDAYS

- 15.01 Paydays will be established in each Institution but in no event will employees be paid less frequently than twice monthly. Where possible, **shift** workers will be paid on the day prior to pay day.

ARTICLE 16: HOURS OF WORK

- 16.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined **as** Saturday and Sunday.
- 16.02 **Shift** schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the regular employee's scheduled work days the employee shall be informed and the change shall be recorded on the **shift** schedule. When such change is made **with** less than seven (7) calendar days notice, the regular employee shall be paid at one and one-half times (1 1/2X) the basic rate of pay for all hours worked on the first **shift** of the changed schedule.
- 16.03 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the conversion to **Mountain** Standard Time, regular hours of work shall be extended **to** include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 16.04 In the event a regular employee reports for work **as** scheduled and is requested by the Employer to report for a later **shift**, the regular employee shall be compensated by payment of three (3) hours pay at her basic rate of pay.

16.05 Full-Time Employees

- (a) Normal hours of work, exclusive of meal periods, for regular full-time employees, other than Power Engineers referenced in Article 16.05(b), shall be:
 - (i) seven and three-quarter (7 3/4) work hours per day; and
 - (ii) seventy-seven and one-half (77 1/2) work hours in a fourteen (14) calendar day period.
- (b) Normal hours of work for regular full-time Power Engineers who are scheduled to work a regular eight (8) hour **shift**, shall be:
 - (i) eight (8) hours per day, and
 - (ii) eighty (80) hours in a fourteen (14) calendar day period.
- (c) Regular full-time employees who are scheduled to rotate **shifts** (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day **shifts** during a **shift** cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such employee(s) to work permanent evenings and/or night shifts.
- (d) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular full-time employees shall provide for:
 - (i) not more than two (2) different **shift** starting times between scheduled days off;
 - (ii) days **off** to be consecutive;
 - (iii) not more than six (6) consecutive days of work without receiving her days **off**;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled **shifts**, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled **shifts**;
 - (v) no split **shifts**; and
 - (vi) days off to be scheduled in such a way **as to** equally distribute weekends off over a **shift** cycle among the regular full-time employees who perform the work involved.

- (e) All full-time employees shall be permitted one (1) rest period of fifteen **(15)** minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee and the Employer. Power Engineers referenced in Article **16.05(b)** may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Boiler's and Pressure Vessels Act.

16.06

Part-Time Employees

- (a) **Hours** of work for regular part-time employees, other than Power Engineers referenced in Article 16.06(b) shall be:
 - (i) up to seven and three-quarter (7 **3/4**) hours in any one **(1)** day, exclusive of ~~meal~~ periods;
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen **(14)** calendar days.
- (b) Hours of work for regular part-time Power Engineers may be:
 - (i) up to eight (8) hours in any one (1) day; and
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one **(1)** work cycle of not more than fourteen **(14)** calendar days.
- (c) Regular part-time employees who are scheduled to rotate **shifts** (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day **shifts** during a **shift** cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such employee(s) to work permanent evenings and/or night **shifts**.
- (d) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular part-time employees shall provide for:
 - (i) not more than two **(2)** different **shift** starting times between days **off**;
 - (ii) at least **two** (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen **(14)** calendar days;
 - (iii) not more than six (6) consecutive days of work without receiving her days **off**;

- (iv) at least fifteen and one-half (**15 1/2**) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) excepting part-time employees who are employed specifically for weekend work, days **off** to be scheduled in such a way **as** to equally distribute weekends off over a **shift** cycle among the regular part-time employees who perform the work involved.
- (e) All part-time employees shall be permitted one (1) rest period of fifteen (**15**) minutes during each period of three point eight seven five (**3.875**) hours of work, the time of which shall be scheduled by the Employer. Rest **periods** will not be scheduled in conjunction **with** meal **periods**, starting times, quitting **times**, or taken together except by mutual agreement of **the** employee and the Employer. Power Engineers referenced in Article **16.06(b)** may be required to take their rest periods in the Power Plant in order to comply with the operation **and** supervision requirements of the Boiler's and Pressure Vessels Act.
- (f) Regular part-time employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, **as** to the extent of their availability. Such additional hours of work shall be distributed **as** equally **as** possible among the available regular part-time employees who have requested additional hours of work.
- (g) The basic rate of pay will prevail for additional hours of work assigned to a regular part-time employee beyond her scheduled hours provided:
- (i) she accepts the assignment;
 - (ii) the hours worked do not exceed seven and three-quarter (**7 3/4**) hours per day;
 - (iii) the hours worked do not exceed seventy-seven and one-half (**77 1/2**) hours over a period of fourteen (**14**) calendar days;
 - (iv) the part-time employee does not work in excess of six (6) consecutive days without days **off**;
 - (v) the part-time employee does not work in excess of ten (10) days in a fourteen (**14**) day period; and
 - (vi) if the hours worked would constitute a split shift, the call-back provisions of Article I9 will apply.

When a regular part-time employee accepts additional hours **as** per the preceding conditions her schedule shall not be considered to have been changed and therefore Article 16.02 does not apply.

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

ARTICLE 17: OVERTIME

17.01 The Employer shall determine when overtime is necessary and for what period of time it is required:

- (a) Other than Power Engineers referenced in Article 17.01(b), all authorized overtime worked in excess of and in conjunction with seven and three-quarter ($7 \frac{3}{4}$) hours per day shall be paid at the rate of one and one-half times ($1 \frac{1}{2}X$) the basic rate of pay for the first four (**4**) hours and two times ($2X$) the basic rate of pay thereafter.
- (b) For Power Engineers who are scheduled to work the normal hours of eight (**8**) hours per day, all authorized overtime worked in excess of and in conjunction with eight (8) hours per day shall be paid at the rate of one and one-half times ($1 \frac{1}{2}X$) the basic rate of pay for the first four (4) hours and at two times ($2X$) the basic rate of pay thereafter.

17.02 Failure to provide at least fifteen and one-half ($15 \frac{1}{2}$) hours rest between scheduled shifts or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (**$15 \frac{1}{2}$**) hours rest between scheduled **shifts**.

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

17.04 **Full-Time Employees**

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

17.05 Full-time employees required to work by the Employer on their scheduled days **off** shall be paid one and one-half times ($1 \frac{1}{2}X$) the basic rate of pay for the first four (**4**) hours and two times ($2X$) the basic rate thereafter for hours worked on each such day.

17.06 (a) A full-time employee may request time off in lieu of overtime worked to be taken in conjunction with her annual vacation by mutual agreement.

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

17.07 Part-Time Employees

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

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

ARTICLE 18: ON-CALL

18.01 On-call duty shall mean any period during which a regular employee **is** not working but during which the employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.

18.02 For each assigned hour of authorized on-call duty, a regular employee shall be paid:

- (a) on regularly scheduled days of work, the sum of one dollar and twenty-five cents (\$1.25) per hour; and
- (b) on scheduled days off and Named Holidays, the sum of one dollar and fifty cents (\$1.50) per hour. **A** Named Holiday or scheduled day off shall run **from** 0001 hours on the Named Holiday or scheduled day off to 2400 hours of the same day.

18.03 Where mutually agreed between the Employer and the employee, the employee may receive time off in lieu of On-Call premiums. The time equivalent shall be calculated by dividing the total dollar amount of the above noted payment by the regular employee's basic rate of pay at the time that the time off **is** taken.

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

ARTICLE 19: CALL-BACK

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

19.02 **Full-Time Employees**

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

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

19.03 **Part-Time Employees**

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

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

ARTICLE 20: PYRAMIDING

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

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

ARTICLE 21: SHIFT PREMIUM

21.01 A **shift** premium of one dollar (\$1.00) per hour will be paid to an employee working a **shift** whereby the major portion of such **shift** is worked between 2000 hours and 0700 hours.

21.02 The specified **shift** premium shall be paid in addition to the overtime rate, for overtime worked in conjunction with a regular **shift** of seven and threequarter (**7 3/4**) hours provided at least four **(4)** hours of the overtime worked occurs between 2000 hours and 0700 hours.

ARTICLE 22: WEEKEND PREMIUM

- 22.01 A weekend premium of ~~fifty~~ cents (50¢) per hour shall be paid, in addition to shift premium, if applicable, ~~to~~ an employee working a ~~shift~~ wherein the majority of such shift falls during a forty-eight (48) hour period commencing at 0001 hours on a Saturday.

ARTICLE 23: TRANSPORTATION ALLOWANCE

- 23.01 A regular employee who normally travels from the Institution to her place of residence by means of public transportation following the completion of her duty ~~shift~~ but who is prevented from doing ~~so~~ by being required to remain on duty longer than her regular ~~shift~~ and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense ~~from~~ the Institution to her place of residence.

23.02 Full-Time Employees

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

23.03 Part-Time Employees

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

ARTICLE 24: ANNUAL VACATION

24.01 Vacation Entitlement for Full-time Employees

- (a) During each year of continuous service in the employ of the Employer, a regular full-time employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be ~~as~~ follows:
- (i) during the first (1st) and second (2nd) years of such employment a full-time employee earns a vacation time of ten (10) working days (77.5 hours, or in the case of Power Engineers **80** hours);

- (ii) during the third (3rd) and fourth (4th) years of such employment a full-time employee **earns** a vacation time of fifteen (15) working days (116.25 hours, or in the case of Power Engineers 120 hours);
- (iii) during the fifth (5th) to fourteenth (14th) years of such employment a full-time employee earns a vacation time of twenty (20) working days (155 hours, or in the case of Power Engineers **160** hours);
- (iv) during the **fifteenth** (15th) to twenty-fourth (24th) years of such employment a full-time employee earns a vacation time of **twenty-five** (25) working days (193.75 hours, or in the case of Power Engineers **200** hours);
- (v) during the twenty-fifth (25th) and subsequent years of such employment a full-time employee earns a vacation time of **thirty** (30) working days (232.5 hours, or in the case of Power Engineers 240 hours);

24.02

Vacation Entitlement for Part-time Employees

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

$$\text{Hours worked as a regular employee} \times \text{The applicable \% as outlined below} = \text{Number of hours of paid vacation time to be taken.}$$

- (a) four percent (4%) during the first (**1st**) to second (2nd) continuous years of employment; or
- (b) six percent (**6%**) during the third (3rd) to fourth (4th) continuous years of employment; or
- (c) eight percent (**8%**) during the fifth (5th) to fourteenth (14th) continuous years of employment; or
- (d) ten percent (10%) during the fifteenth (15th) to twenty-fourth (24th) continuous years of employment; or
- (e) twelve percent (**12%**) during the twenty-fifth (25th) and subsequent continuous years of employment.

24.03

Hours Recognized for Determining Vacation Pay

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

24.04

Cessation of Vacation Accrual

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

24.05

Time of Vacation

- (a) The Employer shall post the vacation schedule planner by January 1st of each **year**. Where an employee submits her vacation preference by March 15th of that **year**, the Employer shall indicate approval or disapproval of that vacation request by April **30th** of that year.
- (b) Where employees have submitted their requests for vacation within the timeframe of January 1st to March 15 stipulated in Article 24.05(a), vacation dates shall be allocated based on seniority, where it is operationally possible to do **so**. Requests for vacation which are submitted after March 15 shall be dealt with on a first-come, first-serve basis. A regular employee who chooses to take her vacation in broken periods shall be allowed to exercise her preference as to choice of vacation dates for only one (1) vacation period.
- (c) Requests to use vacation shall be subject **to** the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) A regular employee shall be entitled to **an** unbroken period of vacation equal to one (1) year's vacation accrual, unless otherwise mutually agreed between the employee and the Employer.
- (e) Vacation time off commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave.
- (f) Employees shall be permitted to maintain a level of vacation entitlement equal to one (1) year's vacation entitlement plus **an** additional five (**5**) days (38.75 hours).
- (g) No regular employee may continue to work and draw vacation pay in lieu of taking her vacation.

24.06 **Sick While on Vacation**

Should a regular employee demonstrate to the satisfaction of the Employer that she was ill and required a defined course of medical treatment for an acute condition that would normally render her unable to work, during the course of her vacation, she may be considered to be on sick leave for such period of time, subject to the provisions of Article 26: Sick Leave. Vacation time not taken as a result of such medical treatment shall be taken at a mutually agreeable later date.

24.07 **Vacation Pay upon Termination**

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

ARTICLE 25: NAMED HOLIDAYS

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

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

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

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

provided that the August Civic Holiday shall be considered a Named Holiday only if the Municipality declares it to be **so**.

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

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

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

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

25.04 Subject to Article 17.01 a full-time employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times (1 ~~1/2X~~) the basic rate of pay plus:

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

25.05 Subject to Article **25.03** when a Named Holiday falls during a full-time employee's **annual** vacation the employee shall receive:

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

25.06 When a Named Holiday falls on a full-time employee's regularly scheduled day off, the full-time employee shall receive:

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

25.07 When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday **as** the day of in lieu of the Named Holiday. If such designated day **off** is a full-time employee's regularly scheduled day off, such employee shall then be entitled to the provisions of Article **25.06**.

25.08 Part-Time Employees

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

ARTICLE 26: SICK LEAVE

26.01 Sick Leave is defined **as** a form of insurance against illness, quarantine by a Medical Officer of Health, or because of **an** accident for which compensation is not payable under the Workers' Compensation Act.

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

26.03 Sick leave credits shall not accrue during:

- (a) any period of sick leave in excess of thirty (30) calendar days; or
- (b) a layoff; or
- (c) a leave of absence without pay which is in excess of thirty (30) calendar days; or
- (d) an absence while in receipt of disability insurance or Workers' Compensation Benefits which is in excess of thirty (**30**) calendar days.

26.04 (a) For the first four (**4**) incidents of sick leave in a contract year (April 1 - March **31**), a regular 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 regular employee's accumulated credits at the time sick leave commenced; and

- (b) For the fifth (5th) and subsequent incidents of sick leave in a contract year, a regular employee granted sick leave shall be paid for the second (2nd) and subsequent days 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 regular employee's accumulated credits at the time sick leave commenced; and
- (c) For the purpose of **this** clause, a defined course of medical treatment of an acute condition (i.e. chemotherapy, insulin adjustment therapy) shall be treated as a single incident.

26.05 When an employee is required to travel for the purpose of medical referral and/or treatment and is unable to schedule such time outside of her work hours, she shall have the right to utilize sick leave credits for such absence, provided such employee notified the Employer **as** soon as possible in advance of the appointment and provided, that she submits satisfactory proof of attendance at such appointment when required by the Employer to do **so**.

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

26.07 When a regular employee **has** accrued the maximum sick leave credits she shall no longer accrue sick leave credits until such time **as** her total accumulation is reduced below the maximum. At that t h e she shall recommence accumulating sick leave credits.

26.08 An employee who **has** exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay for the duration of the illness or **as** provided below. The employee shall keep the Employer advised **as** to when she shall be expected back to work and shall provide the Employer with fourteen **(14)** days notice of readiness to return to work:

- (a) **an** employee who is capable of performing the duties of her former classification shall be reinstated **by** the Employer in the same classification which she held immediately prior to her absence;
- (b) **an** employee who is not capable of performing the duties of her former classification, but who is capable of performing a job within the Bargaining Unit, shall have a reasonable effort **made** by the Employer to place her in **an** available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;

- (c) at the expiration of either twenty-four **(24)** months ~~from~~ the last day of paid sick leave or twenty-four **(24)** months from the first (1st) day of Long Term Disability entitlement, whichever is greater, an employee who is not capable of returning to work pursuant to (a) or (b) above shall be considered to have terminated her employment relationship with the Employer.

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

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

26.11 Full-Time Employees

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

26.12 Part-Time Employees

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

i.e. **Hours** worked = Sick Leave Credit Hours

- 168 = 12**
- 252 = 12**
- 336 = 24**
- 503 = 24**

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

ARTICLE 27: WORKERS' COMPENSATION

27.01 Workers' Compensation Board coverage will be provided by the Employer for a regular employee.

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

ARTICLE 28: HEALTH BENEFITS

- 28.01** When the enrollment and other requirements of the insurer(s) have been met, the Employer shall take steps **to** contract for and implement the following group plans:
- (a) Alberta Blue Cross Supplementary Health Benefits Plan; or equivalent,
 - (b) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of all eligible Extensive Services; and **fifty** percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Dental Association Fee Guide. A maximum **annual** reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person;
 - (c) Alberta Health Care Insurance Plan;

- (d) The Provincial Health Authorities of Alberta Benefit Plan, or equivalent inclusive of:
 - (i) Group Life Insurance
 - (ii) Accidental Death and Dismemberment
 - (iii) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred twenty (120) working day elimination period);
- (e) At the Employers' option, a "UIC SUB Plan" to supplement an eligible employee's Unemployment Insurance to meet the Employer's obligation to provide benefit payments to an employee during the valid health-related period for being absent from work due to pregnancy for which she **has** provided satisfactory medical proof.

28.02 (a) The implementation and operation of the Provincial Health Authorities of Alberta Benefit Plan, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions outlined in both the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the Plans.

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

28.03 Where a group is not currently participating in the Life and Disability Insurance Plans, a maximum of one (1) survey will be conducted in any calendar year to determine if the group of regular employees meet the participation requirements. The Employer will conduct such a survey within two (2) months of being requested to do **so** by the Union.

28.04 (a) Benefit premiums shall be cost-shared with employees paying twenty-five percent (25%) of the cost and the Employer paying seventy-five percent **(75%)** of the cost for benefits listed in Article 28.01.

Effective March 31, 1998:

(b) If benefit premiums or rates for any of the benefits referred to in Article 28.01 increase, the premium **costs** referred to in Article 28.04(a) shall be adjusted to ensure the Employer's share of the total premium **costs** shall remain **as** at **March 31, 1998**. The Employer shall adjust the premium cost-share not later than the first **(1st)** of the month following ~~thirty~~ (30) calendar days from a premium or rate increase. In no event will the premium cost-share be adjusted **so** the regular employee pays more than **fifty** percent **(50%)** of the total premium costs.

- (c) If benefit premiums or rates for any of the benefits referred to in Article 28.01 decrease, the premium costs referred to in Article 28.04(a) shall be adjusted by the amount of the premium decrease so the share of the premium costs moves towards a twenty-five percent (25%) employee paid and a seventy-five percent (75%) Employer paid cost-share. The Employer shall adjust the premium cost-share not later than the first (1st) of the month following thirty (30) calendar days from a premium or rate decrease. In no event will the premium cost-share be adjusted so the regular employee pays less than twenty-five percent (25%) of the total premium costs.
- (d) The premium cost-share percentages shall not be affected by administrative changes as a result of a change in coverage from single to family status, family to single status or changes in classification, hours of work or basic rates of pay.

Part-Time Employees

28.05 Subject to the preceding provisions where it is anticipated that a part-time employee will work a minimum of fifteen (15) hours per week, averaged over a calendar year she shall participate in the Health Benefits Plans.

ARTICLE 29: PENSION PLAN

29.01 Eligible employees shall participate in the Local Authorities Pension Plan.

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

ARTICLE 30: LEAVES OF ABSENCE

30.01 Applications

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

30.02 Leave - Union Business

Provided the efficiency of the Institution shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to regular employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools.

30.03 Representatives of the Union shall be granted time ~~off~~ without loss of seniority and without pay in order to participate ~~in~~ negotiations with the Employer and/or the Provincial Health Authorities of Alberta.

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

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

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

30.05 Maternity Leave

(a) **A** regular employee who ~~has~~ completed twelve (12) months continuous employment shall, upon her written request at least one **(1)** month in advance, ~~be~~ granted maternity leave to become effective twelve **(12)** weeks immediately preceding the expected date of delivery or such shorter period ~~as~~ may be requested by the employee, provided that she commences maternity leave not later ~~than~~ the date of delivery.

(b) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the ~~employee~~ has a valid health-related reason for being absent from work and is also in receipt of sick leave, UIC SUB Plan Benefits or LTD. Maternity Leave shall be without loss of seniority. The total period of maternity leave shall not exceed nine (9) months unless mutually agreed between the Employer and employee.

(c) **A** regular employee on maternity leave shall provide the Employer with one **(1)** month's written notice of readiness to return to work at which time the Employer will reinstate the regular employee in the same classification held by her immediately prior to taking maternity leave and at the same basic rate of pay.

0.06 Adoption Leave

A regular employee who has completed twelve (12) months' continuous employment, shall, upon written request, be granted leave without pay for up to six (6) months **as** necessary for the purpose of adopting a child and upon one (1) month's written notice of intent to return to work, the regular employee shall be re-engaged in the same classification held by her immediately prior to taking adoption leave and at the same rate of pay.

30.07 Court Appearance

The Employer shall grant leave of absence without loss of seniority to a regular employee who serves **as** a juror or witness in any court. The Employer shall pay such a regular employee the difference between her normal earnings and the payment she receives for **services as a juror or court** witness, excluding payment for traveling, meals, or other expenses. The regular employee will present proof of **service** and the **amount** of pay received.

30.08 Benefits do not accrue during any leave of absence without pay in excess of ~~thirty~~ **(30)**calendar days.

30.09 When an employee is on leave of absence without pay and is receiving Long-Term Disability the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a period not exceeding twenty-four (24) months from the beginning of Long-Term Disability provided that the employee makes prior arrangements with the Employer for the payment of the employee's share of Alberta Health Care premiums. Failure by **an** employee to submit her portion twenty-five percent (25%), will result in the Employer discontinuing premium payments for that employee.

ARTICLE 31: BEREAVEMENT

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

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

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

ARTICLE 32: UNIFORMS

32.01 The Employer will **furnish** and maintain (launder, alter and repair) without charge such uniforms which the Employer requires the employee to wear. These remain the property of the Employer and shall not be ~~worn~~ other than on duty. The nature, colour, and style of uniforms and the requirements of each group of employees in respect thereto shall be determined by the Employer.

32.02 The Employer recognizes that it is desirable for each employee who is required to change into a uniform to be provided a personal locker for storage of clothing and personal belongings.

ARTICLE 33: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

33.01 In filling a new position or a vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description.

33.02 (a) Vacancies for:

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

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

(b) The Employer may limit subsequent postings for a relief vacancy to two **(2)** postings.

(c) **An** employee ~~off~~ work for ninety (90) calendar days or more shall give the Employer fourteen **(14)** days notice of their intent to ~~return~~ to work.

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

33.04 The following order for consideration of applicants shall apply:

- (a) the regular employees who are covered by this Collective Agreement in the Department of the Physical Plant where the vacancy exists or the new position is being created;
- (b) next, the regular employees who are covered by this Collective Agreement in the same Department in other Physical Plants of the Employer;
- (c) next, the regular employees of the Employer who are covered by **this** Collective Agreement;
- (d) next, the relief employees of the Employer who are covered by **this** Collective Agreement; and
- (e) next, members of the Canadian Union of Public Employees on layoff from any CUPE certified health care facility within the Region.

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

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

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

33.08 Relief Appointments

- (a) The benefit **status** of a regular employee filling a relief vacancy shall be **as** follows:
 - (i) an employee who was receiving benefits prior to the relief position will continue to receive benefits in accordance with Article **28**;
 - (ii) **an** employee who was not receiving benefits prior to the relief position will not be eligible to receive benefits **as** a result of the relief position.

- (b) A regular employee who is the successful applicant on a relief position shall maintain and continue to accrue seniority in accordance with Article 35, and shall revert back to her former position upon completion of the relief position.

33.09

- (a) When the Employer designates a regular employee to substitute on a position in a classification with a greater end rate and such assignment is for at least two (2) hours in any one (I) shift, she shall be paid, in addition to her basic rate of pay, an amount equal to:
 - (i) the difference between "Pay Step 2" of the higher classification and "Pay Step 2" of the employee's classification or,
 - (ii) if "Pay Step 2" of the higher classification is less than "Pay Step 2" of the employee's classification, the difference between the employee's basic rate of pay and the next Pay Step on the higher pay range which is greater than "Pay Step 2" of the employee's classification,

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

- (b) When the Employer designates a regular employee to temporarily substitute on a position in a classification with a lesser end rate, she shall continue to receive her previous basic rate of pay for the full period of time she is substituting in the lower paid classification.
- (c) When a regular employee agrees to substitute on another position outside of **this** Collective Agreement, the regular employee will receive, in addition to her basic rate of pay, one dollar and twenty-five cents (**\$1.25**) per hour.

ARTICLE 34: DISCIPLINE, DISMISSAL & RESIGNATION

34.01

- (a) Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- (b) Copies of all disciplinary notices shall be forwarded to the Union. Regular employees shall be given the opportunity **to** sign disciplinary notices **as** having been read.
- (c) **An** employee shall have the right to have a Shop Steward or Local Union **Officer** present **at** the discussion of the written disciplinary notice with the Employer.

(d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.

34.02 A regular employee absent for three (3) days without notifying the Employer shall be considered to have vacated her position unless, in the opinion of the Employer, such notification was not possible.

34.03 Upon service of at least one (1) days notice an employee shall have the right to view her personnel file once each year or when the employee **has** filed a grievance. An employee shall be given a copy of the contents of her personnel file provided that she first pays to the Employer, a fee to cover the cost of the copying, such fee to be determined by the Employer.

34.04 Fourteen (14) calendar days notice in writing, shall be given by a regular employee resigning from the employ of the Employer.

ARTICLE 35: SENIORITY

35.01 "Seniority", **except where** otherwise provided in **this** Collective Agreement, shall mean the **length** of continuous employment with the Employer from the last date of hire and shall continue to accrue during periods of layoff **as** specified in Article 35.02 and authorized leave of absence.

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

- (a) the employment relationship is terminated by either the Employer or the regular employee;
- (b) twenty-four (24) months has expired following layoffs, during which time the regular employee has not been recalled to work;
- (c) a regular employee does not return to work on recall.

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

ARTICLE 36: LAYOFF AND RECALL PROCEDURE

Planning

36.01 Prior to implementation of the provisions of this Article the Employer will meet with the Union to inform the Union of the Employer's intentions. The Union shall be notified of layoffs, displacements and reassignments **as** they occur.

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

Displacement

- 36.03
- (a) In the event a regular full-time employee is removed from her position subject to Article 36.03(a), she will be provided the opportunity to fill a position by choosing one (1) of the following sequential options:
 - (i) a vacant full-time position in the same paygrade; if not available, then
 - (ii) displace the least senior full-time employee in the same paygrade; or
 - (iii) a vacant full-time position in a lower paygrade; if not available, then
 - (iv) displace the least senior full-time employee in a lower paygrade; or
 - (v) exercise her rights under Article 36.03(c).
 - (b) In the event that a regular employee is not eligible to fill a vacant position or displace in accordance with Article 36.03(b), subject to Article 36.03(a), such regular employee will be provided the opportunity to fill a position by choosing one of the following sequential options:
 - (i) a vacant benefit-eligible part-time position in the same paygrade; if not available; then
 - (ii) displace the least senior benefit-eligible part-time employee in the same paygrade; or
 - (iii) a vacant benefit-eligible part-time position in a lower paygrade; if not available, then
 - (iv) displace the least senior benefit-eligible part-time employee in a lower paygrade; or
 - (v) a vacant part-time position in the same paygrade; if not available, then
 - (vi) displace the least senior part-time employee in the Same paygrade; or
 - (vii) a vacant part-time position in a lower paygrade; if not available, then
 - (viii) displace the least senior part-time employee; or
 - (ix) be laid off.

- (c) A regular employee displaced due to the provisions of this Article shall be eligible to be placed into a vacant position or to displace another regular employee in accordance with the provisions of this Article.
- (d) If a regular employee is removed from her position, such employee shall be eligible to displace in accordance with Article 36.03(b) and 36.03(c), subject to the following conditions:
 - (i) the removed employee has the required qualifications to perform the duties of the position in that paygrade;
 - (ii) the position in that paygrade will not be deleted within **sixty** (60) calendar days;
 - (iii) the employee to be displaced has less seniority;
 - (iv) If an employee chooses not to fill a vacant position, the employee will have no further option to displace another employee;
 - (v) If an employee chooses not to displace in accordance with Article 36.03(b) or 36.03(c), she shall only remain eligible to fill a vacant position or be laid off.

Notice Provisions

- 36.04**
- (a) The Employer shall notify regular employees to be re-assigned or laid off in accordance with Article 36.03 at least fourteen (**14**) calendar days before the layoff or re-assignment is to be effective. If the employee who has received layoff notice is not provided with an opportunity to work during the notice period, such employee shall be paid an amount equal to the wages the employee would have earned, had she worked her regular hours of work in the fourteen (**14**) calendar day period. If such employee is assigned duties other than **those** normally connected with the classification in question during the notice period, the employee shall not be paid less than the amount of wages she would have been entitled to receive had such employee not been provided with an opportunity to work during the notice period.
 - (b) Notice of re-assignment or layoff shall be in writing and shall be served either in person or by double registered letter directed to the employee's last **known** address. Re-assignment or layoff notices served by double registered letter shall be considered served effective the date of registration with the postal services or, if served in person shall be considered served effective the date of receipt by the employee.

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

Relief Assignment During Layoff

36.05 In the event a regular employee on layoff accepts an offer to work **as** a relief employee, such employee shall be governed by the Collective Agreement provisions applicable to **a** relief employee, however, such employee's seniority standing shall not be affected by the period of relief employment.

Subcontracting, Leasing or Technological Change

36.06 (a) In the event regular employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected regular employees into other jobs within the bargaining unit.

- (b) Regular employees who are transferred by the Employer pursuant to Article 36.04(a), to a lower paid position shall continue to receive their previous rate of pay in accordance with Article 9.06.
- (c) Regular employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff procedures of **this** Article.

Benefits During Layoff

36.07 A regular employee **who** is laid **off** may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if **so** desired. Such arrangements **shall** continue **so** long **as** the regular employee **has** seniority **,rights**. Failure by the regular employee to submit the premium payments will result in the Employer discontinuing **premium** payments for that employee.

Operation of Article 36

36.08 The **operation** of Article 36 **shall** not be **construed as a** violation of Article 16.

ARTICLE 37: RELIEF EMPLOYEES

37.01 Except **as** specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Relief Employees.

37.02 Relief Employees required to work on a **Named** Holiday shall be paid at one and one-half times (**1 1/2X**) their basic rate of pay for all **hours** worked on the Named Holiday.

37.03 Relief Employees shall be paid four decimal two percent (4.2%) of their earnings at the basic rate of pay and of their vacation pay in lieu of **Named** Holidays.

37.04 Relief Employees shall be paid in addition to their **earnings** at the basic rate of **of pay**:

- (a) four percent (**4%**) of their earnings at the basic rate of pay during the first (1st) and subsequent employment years; or

- (b) six percent (6%) of their earnings at the basic rate of pay during the fourth (4th) and subsequent employment years if applicable;

in lieu of vacation.

37.05 Relief Employees shall be allowed:

- (a) fourteen (14) calendar days off without pay for their vacation after one (1) year of employment; or

- (b) twenty-one (21) calendar days off without pay for their vacation after four **(4)** years of employment, if applicable.

37.06 In the event that a Relief Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, she shall be compensated by receiving three (3) hours pay at the basic rate of pay.

37.07 Relief Employees are not entitled to participate in the Health Benefits **Plan**.

37.08 (a) A Relief employee who has completed her **shift** and is called back and required to return **to** work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private automobile, reimbursement shall be at the rate of **twenty-eight cents (28¢)** per kilometer from the employee's residence to the Institution and return provided the return is prior to the commencement of her next shift.

(b) A Relief Employee who normally travels from the Institution to her place of residence by means of public transportation following the completion of her duty shift but who is prevented from doing **so** by being required to remain on duty longer than her regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Institution to her place of residence.

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

(i) other than Power Engineers referenced in Article **37.09(a)(iii)**, all authorized overtime worked in excess of and in conjunction with seven and three-quarter ($7\frac{3}{4}$) hours per day shall be paid at the rate of one and one-half times ($1\frac{1}{2}X$) the basic rate of pay for the first four **(4)** hours and two times ($2X$) the basic rate of pay thereafter; or

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

whichever is greater;

- (iii) for Power Engineers who are assigned to work eight (8) hours per day, all authorized overtime worked in excess of and in conjunction with eight (8) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first four **(4)** hours and at two times (2X) the basic rate of pay thereafter; or
- (iv) for Power Engineers who are assigned to work eight (8) hours per day, all overtime worked in excess of eighty **(80)** hours in a fourteen **(14)** calendar day period shall be paid at one and one-half times (1 1/2X) the basic rate of pay;

whichever is greater.

- (b) Failure to provide at least ~~fifteen~~ and one-half (15 1/2) hours rest ~~between~~ scheduled ~~shifts~~, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15 1/2) hours rest between scheduled shifts.
- (c)
 - (i) On-call duty shall mean any period during which a Relief Employee is not working but during which the employee is required by the Employer to be readily available to respond without undue delay to any request to report to work.
 - (ii) For each assigned hour of authorized on-call duty, a Relief Employee shall be paid the ~~sum~~ of one dollar and twenty-five cents (\$1.25) per hour except that on Named Holidays she shall be paid the ~~sum~~ of one dollar and fifty cents (\$1.50) per hour. ~~A~~ Named Holiday shall run from zero zero zero one (0001) hours on the Named Holiday to twenty-four hundred **(2400)** hours of the same ~~day~~.
 - (iii) ~~A~~ Relief Employee who is called back to work during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Article 37.09(c)(ii), but shall be paid for the hours worked during the on-call period in accordance with the call-back provision of Article 37.15.
 - (iv) When an employee is supplied a pocket pager by the Employer for the purpose of On-Call Duty, there shall be no ~~cost~~ to the employee for the use of the pocket pager.
- (d) When a Relief Employee is regularly scheduled, she shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.

- 37.10 Relief Employees will be entitled to time ~~off~~ without pay in lieu of bereavement leave pursuant to Article 31 of ~~this~~ Collective Agreement.
- 37.11 Relief Employees do not accumulate seniority.
- 37.12 Workers' Compensation Board coverage will be provided for Relief Employees.
- 37.13 A Relief Employee who ~~has~~ initiated a grievance shall have access to review her personnel file upon service of at least one (1) day notice.
- 37.14 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 20, 21, 22, 32, 33.04(d) and 38 shall apply to Relief Employees.
- 37.15 A Relief Employee who is employed in ~~a~~ regularly scheduled full-time or part-time capacity and who is called back and ~~required~~ to ~~return~~ to work outside of her regular hours shall be paid for any one (1) call at either:
- (a) the overtime rate ~~as~~ specified in Article 37.09(a);
 - (b) four (4) hours at the basic rate of pay
- whichever is greater.
- 37.16 The provisions of Article 16.01 through 16.04, ~~and~~ 16.07 apply ~~to~~ Relief Employees employed in a regularly scheduled full-time or part-time capacity and:
- (a) the provisions of Article 16.05 apply to Relief Employees who are employed in a regularly scheduled full-time capacity.
 - (b) the provisions of Article 16.06 apply to Relief Employees who ~~are~~ employed in a regularly scheduled part-time capacity.
- 37.17 Relief Employees shall be permitted one (1) rest period of fifteen (15) ~~minutes~~ during each period of three point eight seven five (3.875) hours of work, the time which shall be scheduled by the Employer. Rest periods will not be scheduled in-conjunction with meal periods, starting times, quitting times, or taken together except ~~by~~ mutual agreement of the employee and the Employer. Relief Power Engineers may be required to take their rest periods in the Power Plant in order ~~to~~ comply with the operation and supervision requirements of the Boiler's and Pressure Vessels Act.

ARTICLE 38: RETROACTIVITY

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

ARTICLE 39: COPIES OF COLLECTIVE AGREEMENT

39.01 Within sixty (60) days of the signing of **this** Collective Agreement the Employer shall provide the employee with a copy.

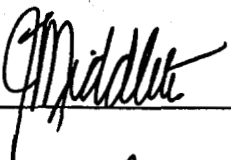
39.02 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.


39.03 The Agreement shall be printed in a mutually agreeable size and the **costs** shall be shared equally between the parties.


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

On Behalf of the Employer by the PROVINCIAL
HEALTH AUTHORITIES OF ALBERTA,
an Employer's Organization appointed pursuant
to **Section 60** of the **LABOUR RELATIONS**
CODE **1988**, as the bargaining agent

ON BEHALF OF THE **CANADIAN**
UNION OF PUBLIC EMPLOYEES







DATE: December 6, 1996

DATE: Feb. 21 '97

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf of the day and year first above written.

ON BEHALF OF THE PALLISER
HEALTH AUTHORITY

On behalf of the CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL #189 AND
LOCAL #715

Adwanin

Anne Russell

Jane M. Langston

Sheryl Szy

Priddy

R

Lily H. Steinley

Sarah Becker

Ray Gaudet

T. B.

Lisa McLaughlin

M. L.

Middleton

Sheryl Szy

DATE: December 6, 1996

R. S.

DATE: January 9, 1997

SCHEDULE "A"
COMPOSITE LISTING OF CLASSIFICATIONS
AND SALARY RATES PREPARED PURSUANT
TO ARTICLE 9

		Date Effective	Pay Steps				
			1	2	3	4	5
1.	CLERICAL GROUP						
1.1	Clerk Junior	April 13/95	9.39	10.27			
		Aug. 1/96	9.37	10.25			
1.2	Clerk I	April 13/95	9.99	11.05			
		Aug. 1/96	9.97	11.03			
1.3	Clerk II	April 13/95	0.51	11.60			
	Unit Clerk	Aug. 1/96	0.49	11.58			
	Secretary I						
1.4	Admitting Officer	April 13/95	1.05	12.20			
	Clerk III	Aug. 1/96	11.63	12.78			
	Typist III						
	Secretary II						
	Data Entry Operator						
1.5	Clerk IV	April 13/95	11.59	12.79			
	Secretary III	Aug. 1/96	12.17	13.37			
1.6	Accounting Clerk	April 13/95	12.18	13.45			
		Aug. 1/96	12.76	14.03			
2.	FOOD SERVICES GROUP						
2.1	Food Services Aide	April 13/95	9.39	10.27			
		Aug. 1/96	9.37	10.25			
2.3	Food Services Attendant	April 13/95	10.33	11.29			
	Cook's Assistant	Aug. 1/96	10.21	11.17			

		Date Effective	Pay Steps				
			1	2	3	4	5
2.4	Cook I	April 13/95	12.18	13.45			
		Aug. 1/96	12.16	13.43			
2.5	Cook II	Aug. 1/96	12.76	14.09			
2.6	Cook III	April 13/95	13.41	14.80			
		Aug. 1/96	13.39	14.78			
3. CLEANING GROUP							
3.1	Housekeeping Aide Laundry Worker I	April 13/95	9.39	10.27			
		Aug. 1/96	9.37	10.25			
3.2	Housekeeping Attendant Laundry Worker II Sewing Operator	April 13/95	10.33	11.29			
		Aug. 1/96	10.21	11.17			
3.3	Laundry Worker III	April 13/95	10.87	11.88			
		Aug. 1/96	10.85	11.86			
3.4	Working Leader	April 13/95	11.59	12.79			
		Aug. 1/96	11.57	12.77			
3.5	Senior Leader	April 13/95	12.18	13.45			
		Aug. 1/96	12.16	13.43			
4. MEDICAL SUPPORT GROUP							
4.1	Pharmacy Assistant Therapy Aide	April 13/95	9.85	10.18	10.53	10.88	11.22
		Aug. 1/96	10.34	10.67	11.01	11.35	11.70
4.2	Surgical Processor	Aug. 1/96	9.91	10.87	11.22	11.58	11.96
4.5	Pathology Assistant Therapy Assistant	April 13/95	11.80	12.22	12.65	13.07	13.49
		Aug. 1/96	12.54	12.96	13.50	13.93	14.36
5. TECHNICAL SUPPORT GROUP							
5.2	Computer Operator	April 13/95	12.18	13.45			
		Aug. 1/96	12.16	13.43			

		Date Effective	Pay Steps				
			1	2	3	4	5
6. MATERIALS AND SUPPLY MANAGEMENT GROUP							
6.1	Service Aide	April 13/95	9.39	10.27			
		Aug. 1/96	9.37	10.25			
6.2	Service Attendant Porter	April 13/95	10.33	11.29			
		Aug. 1/96	10.21	11.17			
6.3	Printing Assistant	April 13/95	10.51	11.60			
		Aug. 1/96	10.49	11.58			
6.4	Stores Attendant	April 13/95	11.05	12.20			
		Aug. 1/96	11.03	12.18			
6.5	Sr. Stores Attendant Printing Services Oper.	April 13/95	12.18	13.45			
		Aug. 1/96	12.16	13.43			
6.6	Purchasing Assistant	April 13/95'	14.07	15.52			
		Aug. 1/96	14.05	15.50			
7. MAINTENANCE AND TRADES GROUP							
7.1	Maintenance Worker I	April 13/95	10.19	11.26			
		Aug. 1/96	10.17	11.24			
7.2	Maintenance Worker II	April 13/95	11.81	13.05			
		Aug. 1/96	11.79	13.03			
7.3	Power Engineer (4th) Maintenance Worker III	April 13/95	13.66	15.06			
		Aug. 1/96	14.24	15.64			
7.5	Electronics Tech I	August 1/96	15.38	16.73			
7.6	Maintenance Worker IV Head Gardener	April 13/95	15.02	16.56			
		Aug. 1/96	15.60	17.14			
7.7	Power Engineer (3rd)	April 13/95	15.23	16.80			
		Aug. 1/96	15.81	17.38			
7.8	Electronics Tech II	Aug. 1/96	16.87	18.32			

	Date Effective	Pay Steps				
		1	2	3	4	5
7.9	Mechanic/Welder Millwright	April 13/95	16.30	17.82		
		Aug. 1/96	16.88	18.40		
7.10	Carpenter Refrigeration and Air Conditioning Mechanic	April 13/95	17.16	18.74		
		Aug. 1/96	17.74	19.32		
7.11	Power Engineer (2nd)	April 13/95	17.33	19.10		
		Aug. 1/96	17.91	19.68		
7.12	Electronics Tech. III Electrician Plumber/Steamfitter	April 13/95	18.02	19.69		
		Aug. 1/96	18.60	20.27		

LETTER OF UNDERSTANDING #1

BETWEEN

PALLISER HEALTH AUTHORITY
(Big Country Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 715

RE: CLASSIFICATION REVIEW FOR MAINTENANCE
POSITION (INCUMBENT: MELVIN TARR)

The Parties agree that:

1. Within sixty (**60**) days of the date of ratification of **this** Collective Agreement, the Employer shall undertake a classification review of the Maintenance position occupied by Melvin Tarr. As the part of this review, the following actions shall be taken:
 - (a) An updated job description will be developed.
 - (b) A representative from Human Resources will meet with the incumbent and his supervisor to discuss the job.
 - (c) The updated job description will be compared against the Classification Guideline Criteria and against other Maintenance positions.
 - (d) The analysis/logic used to allocate the position will be documented in **an** audit report.
 - (e) If requested, the analysis/logic used to allocate the position will be provided to the incumbent and to the Union.
2. In the event that the Classification review results in **this** position being reallocated to a classification with a job rate which is higher than **\$14.60** per hour, Melvin Tarr shall be placed on the **salary** scale for the new classification in accordance with the terms of Article **14.03**, effective the date of ratification of **this** Collective Agreement.
3. In the event that the Classification review results in **this** position being reallocated to a classification with a job rate lower than **\$14.60** per hour, Melvin Tarr, while employed in **this** position, shall continue to receive his previous basic rate of pay until:

- (a) if he is working at a step below job rate, he has accumulated enough hours to advance to a subsequent pay step in accordance with the terms and conditions of Article **14.02**; or
- (b) if he is currently at job rate, the later of
 - (i) March 31, **1998**; or
 - (ii) the negotiation and subsequent ratification of a renewed Collective Agreement **has** been completed.

At such time, Melvin Tarr shall then receive the basic rate of pay for the classification to which the position is allocated in accordance with the Salaries Appendix attached to **this** Collective Agreement.

ON BEHALF OF **THE EMPLOYER**

Ad Warren

Middleton

DATE: December 6, 1996

ON BEHALF OF THE **UNION**

Luci McLaugh

M

DATE: Feb. 21 '97

LETTER OF UNDERSTANDING #2

BETWEEN

PALLISER HEALTH AUTHORITY
(Big Country Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 715

RE: CLASSIFICATION REVIEW FOR LAUNDRY POSITION
(INCUMBENT: AUDREY BEAUMONT)

The Parties **agree** that:

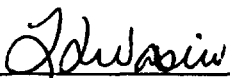
1. Within sixty (60) days of the date of ratification of this Collective Agreement, the Employer shall undertake a classification review of the Laundry position occupied by Audrey Beaumont. As the part of this review, the following actions shall be taken:
 - (a) An updated job description will be developed.
 - (b) A representative from Human Resources will meet with the incumbent and her supervisor to discuss the job.
 - (c) **The** updated job description will be compared against the Classification Guideline Criteria and against other Laundry positions.
 - (d) The analysis/logic used to allocate the position will be documented in an audit report.
 - (e) If requested, the analysis/logic used to allocate the position will be provided to the incumbent and **to** the Union.


2. In the event that the Classification review results in this position being reallocated to a classification with a job rate which is higher than the job rate for the current classification, Audrey Beaumont shall be placed on the salary scale for the new classification in accordance with the terms of Article 14.03, effective the date of ratification of this Collective Agreement.

3. In the event that the Classification review results in **this** position being reallocated to a classification with a job rate which is lower than the job rate for the current classification Audrey Beaumont, while employed in the position, shall continue to receive her previous basic rate of pay until:
- (a) if she is working at a step below job **rate**, she **has** accumulated enough hours to advance to a subsequent pay step in accordance with the terms and conditions of Article 14.02; or
 - (b) if she is currently at job rate, the later of
 - (i) March **31,1998**; or
 - (ii) the negotiation and subsequent ratification of a renewed Collective Agreement **has** been completed.

At such time, Audrey Beaumont shall then receive the basic rate of pay for the classification to which the position is allocated in accordance ~~with~~ the Salaries Appendix attached to **this** Collective Agreement.

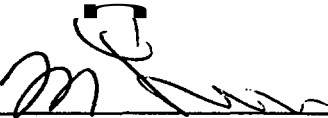
ON BEHALF OF **THE** EMPLOYER

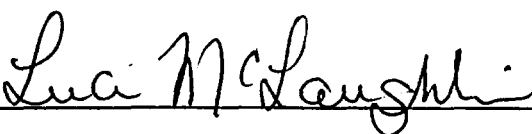




DATE: December 6, 1996 .

ON BEHALF OF THE UNION





DATE: Feb. 21 '97

LETTER OF UNDERSTANDING #3

BETWEEN

PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital and Big Country Hospital)

- and -

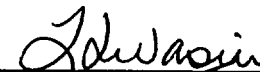
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189 AND LOCAL 715


**RE: RED-CIRCLING OF EMPLOYEES AFFECTED BY
IMPLEMENTATION OF SCHEDULE "A"**

The Parties agree to the following:

1. **An** employee who is in the employ of the Employer prior to August 27, 1996 and who, as a result of the implementation of the Salaries Appendix attached to this Collective Agreement, would otherwise have been moved to a lower basic rate of pay shall have her previous basic rate of pay maintained until:
 - (a) in the case of **an** employee who is working at a step below job rate, she has accumulated enough hours to advance to a subsequent pay step in accordance with the terms and conditions of Article 14.02; or
 - (b) in the case of an employee who is currently at job rate, the later of
 - (i) March **31,1998**; or
 - (ii) the negotiation and subsequent ratification of a renewed Collective Agreement has been completed.
2. At such time, she shall then receive the basic rate of pay for the classification to which the position is allocated in accordance with the Salaries Appendix attached to this Collective Agreement.
3. **This** Letter of Understanding shall not apply to employees hired after August 27, 1996.

ON BEHALF OF THE EMPLOYER

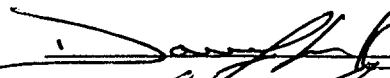





DATE:

December 6, 1996

ON BEHALF OF THE UNION





DATE:

January 9, 1999

LETTER OF UNDERSTANDING#4

BETWEEN

PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital and Big Country Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189 AND LOCAL 715

**RE: ARTICLE 24 - GRANDEATHERING OF ANNUAL
VACATION ENTITLEMENT**


The Parties agree as follows:

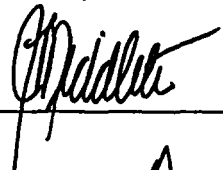
1. A Regular employee who is in the employ of the Employer prior to August 27, 1996 and who is presently earning a higher rate of vacation entitlement than she would under the provisions of Article 24.01 or Article 24.02 in this Collective Agreement, shall be entitled to maintain her current rate of vacation entitlement until such time as she acquires sufficient years of service to qualify for the equivalent rate of vacation entitlement as outlined in Article 24.01 or 24.02 of this Collective Agreement.
2. This Letter of Understanding shall not apply to employees hired after August 27, 1996.


ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION









DATE: December 8, 1996

DATE: January 9, 1997

LETTER OF UNDERSTANDING #5

BETWEEN

PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital and Big ~~Cuntry~~ Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189 AND LOCAL 715

RE: ARTICLE 25 - IMPLEMENTATION OF NAMED HOLIDAYS

Whereas it is the intent of the Parties to delay implementation of the provisions in Article **25.01** until **January 1, 1997** the parties hereby agree as follows:

1. That the provisions of Article **25.01** and Article **25.02** be replaced with the following Articles:

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

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

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

- (a) the Province of Alberta;
- (b) the Government of Canada.

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

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

25.03 Full-Time Employees

Each regular full-time employee will be granted an additional day off with pay between April 1st and November 30th at a time mutually agreed upon between the Employer and the employee. **An** employee is only entitled to such Holiday if they are in the employ of the Employer on January 15th of the year in which the Holiday is to be provided. Where mutually agreed between the Employer and the regular full-time employee, the regular full-time employee may receive such holiday at a time outside the above time frame”.

- 2. **This** letter of understanding shall expire on December 31, 1996, and the strict provisions of Article 25 shall apply.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

[Signature]
[Signature]

[Signature]
[Signature]

DATE: December 6, 1996.

DATE: January 9, 1997

LETTER OF UNDERSTANDING #6

BETWEEN

PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital and Big Country Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189 AND LOCAL 715

RE: ARTICLE 25 - NAMED HOLIDAYS

The Parties agree that:

1. In the event the Provincial Government of Alberta removes any statutory holiday from the list of general holidays in the Employment Standards Code, the removed statutory holiday will be deleted from the list in Article 25.01.
2. It is the intention of the Parties that there will be eleven (11) Holidays within **this** Collective Agreement. **This** Letter of Understanding shall be in force and effect in accordance with Article 1.01 of this Collective Agreement.
3. In the event the Provincial Government of Alberta removes any statutory holiday from the list of general holidays in the Employment Standards Code, the Parties agree that Article 25.03 shall be added to the Collective Agreement. Article 25.03 shall read **as** follows:

25.03 Full-Time Employees

Each regular full-time employee will be granted an additional day **off** with pay between April 1st and November 30th at a time mutually agreed upon **between** the Employer and the employee. **An** employee is only entitled to such holiday if they are in the employ of the Employer on January 15th of the year in which the holiday is to be provided. Where mutually agreed between the Employer and the regular full-time employee, the regular full-time employee may receive such holiday at a time outside the above time frame.

ON BEHALF OF THE EMPLOYER

 J. Wasun

 G. Middle

DATE: December 6, 1996

ON BEHALF OF THE UNION

 J. Sample

 L. Sample

DATE: January 9, 1997

LETTER OF UNDERSTANDING #7

BETWEEN

PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital and Big Country Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189 AND LOCAL 715

RE: ARTICLE 28 - HEALTH BENEFITS

The Parties agree to the following:

1. In order to address changing needs of Employers, employees and retired employees, the Parties will undertake a review of the employee benefits described in Article 28 of the Collective Agreement.
2. A Joint Committee may be established during the term of **this** Agreement.

The Joint Committee will have the authority to:

- develop principles, goals and objectives for the Committee and establish terms of reference,
- review, investigate and encourage discussions which result in an improved understanding of all parties regarding Health Benefits,
- to make recommendations to respective principals on a without prejudice basis regarding current and future benefit requirements in terms of plan design, services, programs and structure.

ON BEHALF OF THE EMPLOYER

Adrian
G. Middle

DATE: December 6, 1996

ON BEHALF OF THE UNION

Douglas
Henry

DATE: January 9, 1997

LETTER OF UNDERSTANDING #8

BETWEEN

PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital and Big **Country** Hospital)

- and -

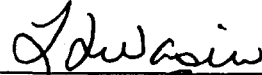

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189 AND LOCAL 715

RE: REGIONALIZATION

The Parties agree to the following:

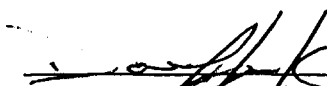

1. Regionalization of health care Employers and services is an issue which will affect the ongoing labour relations between the Parties. The Provincial Joint Committee will continue and the Parties will cooperate to the fullest extent to facilitate regionalization initiatives which promote the effective delivery of health care services and the job security of regular employees. The Provincial Joint Committee will have the authority to investigate, discuss, and recommend initiatives dealing with:
 - (a) seniority;
 - (b) layoffs;
 - (c) job opportunities;
 - (d) training and skills upgrading;
 - (e) hybrid positions; and
 - (f) other matters relating to the labour relations aspects of regionalization of health care Employers and services.

ON BEHALF OF THE EMPLOYER

DATE: December 6, 1996

ON BEHALF OF THE UNION

DATE: January 1997

LETTER OF UNDERSTANDING #9

BETWEEN

PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital and Big Country Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES ,LOCAL 189 AND LOCAL 715

RE: ARTICLE 36 - SUB-CONTRACTING

The Parties agree to the following:

1. There will be no sub-contracting of the work currently performed within the Bargaining unit.
2. The Letter of Understanding does not prevent sub-contracting due to:
 - (i) attrition;
 - (ii) the performance of **extra** work required by the Employer provided performing the aforementioned work does not reduce the hours of work or pay of **any** regular employee.
3. **This** Letter of Understanding will not operate **as an** impediment to regionalization of health **care** Employers or services.
4. This Letter of Understanding will expire on March 31, 1998.

ON BEHALF OF THE **EMPLOYER**

ON BEHALF OF THE **UNION**

Adwasin

Dampf

Middleton

Henry Small

DATE: *December 6, 1996*

DATE: *January 9, 1997*

LETTER OF UNDERSTANDING #10

BETWEEN

PALLISER HEALTH AUTHORITY
(Big Country Hospital)


- and -

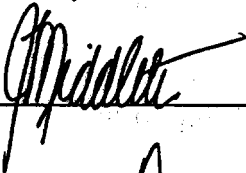
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 715

RE: COMPRESSED WORK WEEK IN DIETARY DEPARTMENT

Pursuant to Letter of Understanding #11 between the above named Parties, the parties agree to implement a system employing a compressed work week in the Dietary Department for the position of Cook I. The regular hours for this position is ten (10) hours, excluding meal breaks.

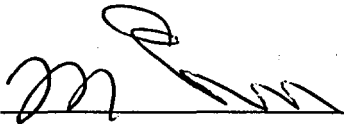
ON BEHALF OF THE EMPLOYER

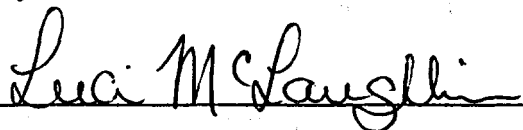




DATE: December 6, 1996

ON BEHALF OF THE UNION





DATE: Feb. 21 '97

LETTER OF UNDERSTANDING #11

BETWEEN

PALLISER HEALTH AUTHORITY
(Big Country Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 715

RE: 10 HOUR WORK DAY PROVISIONS

The Parties agree **as** follows:

Unless otherwise specified in **this** Letter of Understanding, terms and conditions contained in the main body of the Collective Agreement shall continue to apply.

Work Units and Employees Covered

- 1.01** Where the parties to **this** Collective Agreement agree to implement a system employing a compressed work week, they shall evidence such an agreement by identifying in a Letter of Understanding those positions and employees to which the compressed work week agreement applies. This list of employees may be amended from time to time by the agreement of the parties.
- 1.02** This **Letter of Understanding** may be terminated by either party providing to the other party **four (4) weeks notice** in writing **to** such an intent.
- 1.03** **The** Employer and the **Union** acknowledge and confirm that, with the exception of those amendments **hereinafter** specifically detailed, when the compressed work week is implemented all other Articles of **this** Collective Agreement shall remain in full force and effect **as** between the parties.
- 1.04** Hereinafter, all mention of regular employees in **this** Letter of Understanding, unless otherwise stated, are assumed **to** be regular employees who regularly work up to but not exceeding a ten (10) hour shift schedule.

Hours of Work

- 2.01** (a) Normal hours of work for regular full-time employees, shall be:
- (i) Up to but not exceeding ten (10) hours per day.

- (ii) **An** average of three hundred and ten (310) hours in a fifty-six **(56)** calendar day period.
- (iii) At least twelve (12) hours of rest between scheduled shifts.

2.02 (a) Normal hours of work for regular part-time employees, shall be:

- (i) Up to but not exceeding ten (10) hours per day, and
- (ii) Up to, but not exceeding three hundred and ten (310) hours in a fifty-six **(56)** calendar day period.
- (iii) At least twelve **(12)** hours between scheduled **shifts**.

2.03 Regular part-time employees who wish to be considered for additional hours must advise their immediate supervisor, in writing, **as** to their extend of availability. Such additional hours of work shall be distributed **as** equally **as** possible to those part-time employees who have requested additional hours.

Overtime

3.01 Authorized periods of work in excess of the regular working periods specified in Article 2 of **this** Letter of Understanding will be compensated for in accordance with Article 17 (Overtime) and Article 37.09(a) of the Collective Agreement.

Named Holiday Payment

4.01 It is agreed that a fill-time employee accessing Article 2 (Hours of Work) shall be entitled **to** the eleven (11) Named Holidays **as** specified in Article 25 of the Collective Agreement and shall be paid at their basic rate of pay for seven and three quarters (7 3/4) hours to a total of eighty-five and onequarter **(85 1/4)** hours per **annum**.

4.02 Where an employee works a Named Holiday **as** specified in Article **24.01** of the Collective Agreement the employee will be paid time and one-half times (1 1/2X) for all hours worked on the Named Holiday plus:

- (a) by mutual agreement, seven and three-quarter **(7 3/4)** hours added to the employee's next annual vacation, or
- (b) a mutually agreeable seven and three-quarter (7 3/4) hours off with pay in conjunction with the full-time employee's regular days off within thirty (30) calendar days either before or after the Named Holiday, or
- (c) seven and three-quarter (7 3/4) hours at their basic rate of pay.

Sick Leave

- 5.01 After a full-time employee **has** successfully completed the probationary period **as** outlined in Article 13 of the Collective Agreement, the employee shall be allowed credit for sick leave computed from the date of employment at the rate of eleven point six two five (1 **1.625**) hours per each full month up to a maximum of nine hundred and sixty (960) hours.
- 5.02 A regular employee granted sick leave shall be paid for the period of such sick leave at the basic rate of pay and in accordance the terms and conditions of Article 26.04 of the Collective Agreement. The number of hours thus paid shall be deducted from the accumulated sick leave bank for the employee up to the total amount of the employee's accumulated sick leave credits.

Bereavement Leave

- 6.01 (a) **An** employee shall be granted twenty-three and one-quarter (**23 1/4**) consecutive working hours bereavement leave, providing that such leave is taken within a seven (7) consecutive day period commencing with the date of death of relatives specified in Article 31 of the Collective Agreement.
- (b) Bereavement Leave can be extended by up to fifteen and one-half (15 1/2) hours, if travel in excess of three hundred and twenty-two (**322**) kilometres from **the** employee's residence is necessary.
- (c) Should a Relief employee covered by **this** Letter of Understanding be entitled to Bereavement Leave the Time **OFF** provisions identified in Article 30 of the Collective Agreement shall be converted from days to hours **as** per the clause. All time off shall be without pay.

Vacations with Pay

- 7.01 During each year of continuous service in the employ of the Employer, a regular full-time employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be **as** follows:
- (a) during the first (**1st**) and second (2nd) years of such employment **a** full-time employee earns a vacation time of seventy-seven and one-half (77 1/2) hours;
- (b) during the third (3rd) **and** fourth (4th) years of such employment a full-time employee earns a vacation time of one hundred sixteen and one-quarter (**116 1/4**) hours;
- (c) during the **fifth (5th) to** fourteenth (14th) years of such employment **a** full-time employee earns a vacation time of one hundred fifty-five (155) hours;

- (d) during the fifteenth (15th) to twenty-fourth (24th) years of such employment a full-time employee earns a vacation time of one hundred ninety-three and three-quarter (193.75) hours;
- (e) during the ~~twenty-fifth~~ (25th) and subsequent years of such employment a full-time employee earns a vacation time of two hundred ~~thirty-two~~ and one-half (232.5) hours.

Relief Assignments


8.01 Employees who are not normally assigned to work on this compressed work week schedule, and who relieve for employees who are engaged in the compressed work week, shall have the option to the term of ~~this~~ Letter of Understanding during such relief assignment.

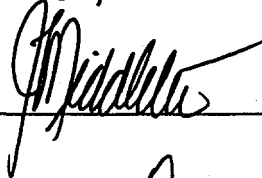
Discontinuation of Compressed Work Week

9.01 ~~This~~ Letter of Understanding is implemented on an initial sixteen (16) week trial basis. Subsequent ~~to~~ this period, either of the parties to this Letter of Understanding may discontinue the compressed work week by providing ~~thirty~~ (30) days written notice to the other party of their intention to do so.

By signing the Letter of Understanding, both parties agree to waive the notice required under Article 16.02 of the Collective Agreement for the incorporation and implementation of this Letter of Understanding.

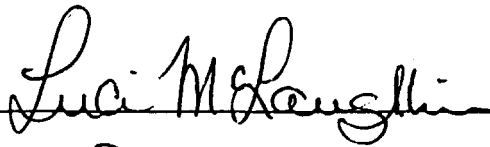
ON BEHALF OF THE EMPLOYER






DATE: December 6, 1996

ON BEHALF OF THE UNION





DATE: Feb. 21 '97

LETTER OF UNDERSTANDING #12

BETWEEN

PALLISER HEALTH AUTHORITY

(Big Country Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 715

RE: OPTIONAL SCHEDULE: HOUSEKEEPING DEPARTMENT

The purpose of **this** Letter of Understanding is to mutually agree to optional scheduling provisions in accordance with Article **16.07** of the Collective Agreement, for full-time employees within the Housekeeping Department.

The parties therefore **agree** that the following provisions shall apply to such employees affected by the optional schedule. Unless otherwise specified, clauses contained in the main Collective Agreement shall continue to apply. Clauses in **this** Letter of Understanding which have the same numerical designation **as** clauses in the main Collective Agreement shall supersede those clauses in the main Collective Agreement.

16.05 (d) Unless otherwise mutually agreed between the Employer and the Union, **shift** schedules for regular full-time employees shall provide for:

- (i) not more than two (2) different **shift** starting times between scheduled days **off**;
- (ii) days off **to** be consecutive twice every twenty-one (**21**) calendar day period;
- (iii) not more than six (6) consecutive days of work without receiving **a** day **off**;
- (iv) at least fifteen and one-half (**15 1/2**) hours, or twelve (**12**) hours where applicable, between scheduled **shifts**;
- (v) no split **shifts**; and
- (vi) **days off to** be scheduled in such a way **as** to provide for one (1) weekend **off out** of every four (**4**).

- 16.06 (d) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular part-time employees shall provide for:
- (i) not more than two (2) different shift starting times between days **off**;
 - (ii) days off to be consecutive twice every twenty-one (21) calendar day period;
 - (iii) not more than six (6) consecutive days of work without receiving her days **off**;
 - (iv) at least fifteen and one-half (**15 1/2**) hours, or twelve (**12**) hours where applicable, between scheduled **shifts**;
 - (v) no split shifts; and
 - (vi) excepting part-time employees who are employed specifically for weekend work, **days off** to be scheduled in such a way **as to** provide for one (**1**) **weekend off out** of every four (**4**) averaged over a shift cycle of twelve (**12**) weeks duration.

Either of the parties to **this** Letter of Understanding may discontinue the optional schedule by providing sixty (60) days written notice to the other party of their intention-to do so.

ON BEHALF OF THE **EMPLOYER**

ON BEHALF OF THE UNION

Edwasin

[Signature]

[Signature]

Luci McLaughlin

DATE: December 6, 1996

DATE: Feb. 21 '97

LETTER OF UNDERSTANDING #13

BETWEEN

PALLISER HEALTH AUTHORITY
(Big Country Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 715

RE: OPTIONAL SCHEDULE: LAUNDRY DEPARTMENT

The purpose of **this** Letter of Understanding is to mutually agree to optional scheduling provisions in accordance with Article 16.07 of the Collective Agreement, for full-time employees within the Laundry Department.

The parties therefore agree that the following provisions shall apply to such employees affected by the optional schedule. Unless otherwise specified, clauses contained in the main Collective Agreement shall continue to apply. Clauses in **this** Letter of Understanding which have the same numerical designation as clauses in the main Collective Agreement shall supersede those clauses in the main Collective Agreement.

- 16.05 (d) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular full-time employees shall provide for:
- (i) not more than two (2) different shift starting times between scheduled days **off**;
 - (ii) days **off** to be consecutive once every fourteen (14) calendar day period;
 - (iii) not more than six (6) consecutive days of work without receiving a day **off**;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts;
 - (v) no split **shifts**; and
 - (vi) days **off** to be scheduled in such a way as to provide for, a minimum, one (1) weekend off over a two (2) week shift cycle.

Either of the parties to this Letter of Understanding may discontinue the optional schedule by providing sixty (60) days written notice to the other party of their intention to do so.

ON BEHALF OF THE EMPLOYER

Adwasin

Middleton

DATE: December 6, 1996

ON BEHALF OF THE UNION

m

Lisa McLaughlin

DATE: Feb. 21 '97

LETTER OF UNDERSTANDING #14

BETWEEN

PALLISER HEALTH AUTHORITY

(Medicine Hat Regional Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: COMPRESSED WORK WEEK PROVISIONS FOR GREGORY

The parties agree as follows:

Unless otherwise specified in this Letter of Understanding, terms and conditions contained in the main text of the Collective Agreement shall continue to apply.

Work Sites and Employees Covered

- 1.01 Where the parties to this Collective Agreement agree to implement a system employing a compressed work week, they shall evidence such an agreement by identifying in a Letter of Understanding those positions and employees to which the compressed work week agreement applies. This list of employees may be amended from time to time by the agreement of the parties.
- 1.02 This Letter of Understanding may be terminated by either party providing to the other party four (4) weeks notice in writing to such an intent.
- 1.03 The Employer and the Union acknowledge and confirm that, with the exception of the terms and conditions specifically detailed in this letter of understanding, when the compressed work week is implemented all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.
- 1.04 Hereinafter, all mention of regular employees in this Letter of Understanding, unless otherwise stated, are assumed to be regular employees who regularly work up to but not exceeding a ten and one-half (10 1/2) hour shift schedule.

Hours of Work

- 2.01 (a) Normal hours of work for regular full-time employees, shall be:

- (i) Up to but not exceeding ten and one-half (10 1/2) hours per day.
- (ii) **An** average of seventy seven and one-half (77 1/2) hours in a fourteen (14) calendar day period.
- (iii) At least twelve (12) hours of rest between scheduled **shifts**.

2.02 (a) Normal hours of work for regular part-time employees, shall be:

- (i) Up to but not exceeding ten and one-half (10 1/2) hours per day, and
- (ii) Up to, but not exceeding seventy seven and one-half (77 1/2) hours in a fourteen (14) calendar day period.
- (iii) At least twelve (12) hours between scheduled **shifts**.

2.03 Regular part-time employees who wish to be considered for additional hours **must** advise their immediate supervisor, in writing, **as** to their extend of availability. Such additional hours of work **shall** be distributed as equally **as** possible to those part-time employees who have requested additional hours.

Overtime

3.01 Authorized periods of work in excess of the regular working periods specified in Article 2 of this Letter of Understanding will be compensated for in accordance with Article 17 (Overtime) and Article 37.09 (a) of the Collective Agreement.

Named Holiday Payment

4.01 It is agreed that a full-time employee accessing Article 2 (Hours of Work) in **this** Letter of Understanding shall be entitled to the eleven (11) Named Holidays as specified in Article 25 of the Collective Agreement and shall be paid at their basic rate of pay for seven and three quarters (7 3/4) hours to a total of eighty-five and onequarter (85 1/4) hours **per annum**.

4.02 Where an employee works a Named Holiday **as** specified in Article 25.01 of the Collective Agreement the employee **will** be paid one and one-half times (1 1/2X) for all hours worked on the Named Holiday plus:

- (a) by mutual agreement, seven and three-quarter (7 3/4) hours added to the employee's next annual vacation, or
- (b) a mutually agreeable seven and three quarter (7 3/4) hours off **with** pay in conjunction **with** the full-time employee's regular days off within thirty (30) calendar days either before or after the Named Holiday, or

- (c) seven and three-quarter (7 3/4) hours at their basic rate of pay.

Sick Leave

- 5.01 After a full-time employee has successfully completed the probationary period **as** outlined in Article 13 of the Collective Agreement, the employee shall be allowed credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours per each full month up to a maximum of nine hundred and sixty (960) hours.
- 5.02 A regular employee granted sick leave shall be paid for the period of such sick leave at the basic rate of pay **and** in accordance the terms and conditions of Article 26.04 of the Collective Agreement. The number of hours thus paid shall be deducted from the accumulated sick leave bank for the employee up to the total amount of the employee's accumulated sick leave credits.

Bereavement Leave

- 6.01 (a) An employee shall be granted three (3) consecutive working days bereavement leave without loss of salary, providing that such leave is taken within a seven (**7**) consecutive day period commencing with the date of death of relatives specified in Article 31 of the Collective Agreement.
- (b) Bereavement Leave shall be extended by up to two days, if travel in excess of three hundred and twenty-two (322) kilometres from the employee's residence is necessary.
- (c) Should a Relief employee covered by this Letter of Understanding be entitled to Bereavement Leave the Time ~~OFF~~ shall be without pay.

Vacations with Pay

- 7.01 During each year of continuous service in the employ of the Employer, a regular full-time employee shall **earn** entitlement to a vacation with pay. The rate of earning entitlement shall be **as** follows:
- (a) during the first (1st) and second (2nd) years of such employment a full-time employee earns a vacation time of seventy-seven and one-half (**77 1/2**) hours;
- (b) during the third (3rd) and fourth (4th) years of such employment a full-time employee earns a vacation time of one hundred sixteen and one-quarter (116 1/4) hours;

- (c) during the fifth (5th) to fourteenth (14th) years of such employment a full-time employee earns a vacation time of one hundred fifty-five (155) hours;
- (d) during the fifteenth (15th) to twenty-fourth (24th) years of such employment a full-time employee earns a vacation time of one hundred ninety-three and three-quarter (193 3/4) hours;
- (e) during the twenty-fifth (25th) and subsequent years of such employment a full-time employee earns a vacation time of two hundred thirty-two and one-half (232 1/2) hours.

Relief Assignments

8.01 Employees who are not normally assigned to work on this compressed work week schedule, and who relieve for employees who are engaged in the compressed work week, shall have the option to the term of this Letter of Understanding during such relief assignment.

By signing the Letter of Understanding, both parties agree to waive the notice required under Article 16.02 of the Collective Agreement for the incorporation and implementation of this Letter of Understanding.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

L. Wasim

Dough

Middle

Henry

DATE: *December 6, 1996*

DATE: *January 9, 1997*

LETTER OF UNDERSTANDING #15

BETWEEN

PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: WORK - 12 1A

The Parties agree **as** follows:

Unless otherwise specified in **this** Letter of Understanding, terms and conditions contained in the main body of the Collective Agreement shall continue **to** apply.

Work ~~Units~~ and Employees Covered

- 1.01 Where the parties to **this** Collective Agreement agree to implement a system employing a compressed work week, they shall evidence such an agreement by identifying in **a** Letter of Understanding those positions and employees to which the compressed work week agreement applies. **This** list of employees may be amended from time to time by the agreement of the parties.
- 1.02 **This** Letter of Understanding may be terminated by either party providing **to** the other party ~~thirty~~ **(30)** days notice in writing to such an intent.
- 1.03 The Employer and the Union acknowledge and confirm that, with the exception the ~~terms~~ and conditions specifically detailed in **this** Letter of Understanding, when the compressed work week is implemented all other Articles of **this** Collective Agreement shall remain in full force and effect **as** between the parties.
- 1.04 Hereinafter, all mention of regular employees in **this** Letter of Understanding, unless otherwise stated, are assumed to be regular employees who regularly work up **to** but not exceeding **a** twelve (12) consecutive hour ~~shift~~ schedule.

Hours of Work

- 2.01 (a) Normal hours of work for regular full-time employees, shall be:
 - (i) Twelve (12) consecutive hours per day, and

- (ii) **An** average of one hundred and sixty-eight (**168**) hours in a twenty-eight (**28**) calendar day period over one (**1**) complete cycle of the schedule rotation.
- (iii) At least twelve (**12**) hours of rest between scheduled **shifts**;
- (iv) No more than four (**4**) consecutive extended **shifts** nor more than four (**4**) extended **shifts** per week.

2.02 (a) Normal hours of work for regular part-time employees, shall be:

- (i) Up **to** but not exceeding twelve (12) consecutive hours per **day**, and
- (ii) Up **to**, but not exceeding one hundred and sixty-eight (**168**) hours in a twenty-eight (**28**) calendar day period over one (1) complete cycle of the schedule rotation.
- (iii) At least twelve (**12**) hours between scheduled **shifts**.

2.03 Regular part-time employees who wish to be considered for additional hours must advise their immediate supervisor, in writing, **as** to their extent of availability. Such additional hours of work shall be distributed **as** equally **as** possible to those part-time employees who have requested additional hours.

2.04 Regular full-time employees regularly scheduled to work a twelve (**12**) hour **shift** are to be working one hundred sixty eight (**168**) hours in a four (**4**) week rotation. The additional eight (**8**) hours worked over and above the regular eight (8) hour shift rotation of one hundred and sixty (**160**) hours for the same period will be handled with two (2) options:

- (a) **a** straight pay out for the additional eight (**8**) hours worked at the basic rate of pay.
- (b) bank time for the additional eight (**8**) hours worked to be used **as** time **off** in lieu at straight time.

Overtime

3.01 Authorized periods of work in excess of the regular working periods specified in Article 2 of this Letter of Understanding will be compensated for in accordance with Article 17 (Overtime) and Article 37.09(a) of the Collective Agreement.

Shift Premium

4.01 A shift differential of one dollar (**\$1.00**) per hour shall be paid to employees for all hours worked within the period between nineteen hundred (1900) hours and zero seven hundred (0700) hours.

Weekend Premium

5.01 A premium of fifty cents (\$0.50) per hour shall be paid for all hours worked during the forty-eight (48) hour period commencing at zero hundred hours and one minute (0001) on Saturday.

Named Holiday Payment

6.01 It is **agreed** that a full-time employee accessing Article 2 (Hours of Work) shall be entitled to the eleven (11) Named Holidays **as** specified in Article 25.01 of the Collective Agreement and shall be paid at their basic rate of pay for, seven and three-quarter (7 3/4) hours **to a total** of eighty-five and one-quarter (85 1/4) hours per annum, or in the case of Power Engineers eight (8) hours **to a total** of eighty-eight (88) hours per **annum**.

6.02 Where an employee works a Named Holiday **as** specified in Article 25.01 of the Collective Agreement the employee will be paid one and one-half times (1 1/2X) for all hours worked on the Named Holiday plus:

- (a) by mutual agreement, seven and three-quarter (7 3/4) **hours**, or in the case of Power Engineers eight (8) hours, added **to** the employee's next **annual** vacation, or
- (b) a mutually agreeable seven and three-quarter (7 3/4) hours, or in the case of Power Engineers eight (8) hours, **off** with pay in conjunction with the full-time employee's regular days **off** within thirty (30) calendar days either before or after the Named Holiday, or
- (c) seven and three-quarter (7 3/4) hours, or in the case of Power Engineers eight (8) hours, at their basic rate of pay.

Sick leave

7.01 After **a** full-time employee **has** successfully completed the probationary period **as** outlined in Article 13 of the Collective Agreement, the employee shall be allowed **credit** for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours per each full month, or in the case of Power Engineers twelve (12) hours per full month, up to a maximum of nine hundred and sixty (960) hours.

7.02 A regular employee granted sick leave shall be paid for the period of such sick leave at the basic rate of pay and in accordance the terms and conditions of Article 26.04 of the Collective Agreement. The number of hours thus paid shall be deducted from the accumulated sick leave bank for the employee up to the total amount of the employee's accumulated sick leave credits.

Bereavement Leave

- 8.01 (a) **An** employee shall be granted three (3) consecutive working days bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period commencing with the date of death of relatives specified in Article 31 of the Collective Agreement.
- (b) Bereavement Leave shall be extended by up to two (2) days, if travel in excess of three hundred and twenty-two (322) kilometres from the employee's residence is necessary.
- (c) Should a Relief employee covered by this Letter of Understanding be entitled to Bereavement Leave the Time ~~Off~~ shall be without pay.

Vacations with Pay

- 9.01 During each year of continuous service in the employ of the Employer, a regular full-time employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be **as** follows:
- (a) during the first (1st) and second (2nd) years of such employment a full-time employee earns a vacation time of seventy-seven and one-half (77 1/2) hours, or in the case of Power Engineers eighty (80) hours;
- (b) during the third (3rd) and fourth (4th) years of such employment a full-time employee earns a vacation time of one hundred sixteen and one-quarter (116 1/4) hours, or in the case of Power Engineers one hundred twenty hours (120);
- (c) during the ~~fifth~~(5th) to fourteenth (14th) years of such employment a full-time employee earns a vacation time of one hundred fifty-five (155) hours or in the case of Power Engineers one hundred sixty (160) hours;
- (d) during the ~~fifteenth~~ (15th) to twenty-fourth (24th) years of such employment a full-time employee earns a vacation time of one hundred ninety-three **and** three-quarter (193 3/4) hours, or in the case of Power Engineers two hundred (200) hours;
- (e) during the twenty-fifth (25th) and subsequent years of such employment a full-time employee earns a vacation time of two hundred thirty-two and one-half (232 1/2) hours, or in the case of Power Engineers two hundred forty (240) hours.

Relief Assignments

10.01 Employees who are not normally assigned to work on this compressed work week schedule, and who relieve for employees who are engaged in the compressed work week, shall have the option to the term of this Letter of Understanding during such relief assignment.

Discontinuation of Compressed Work Week

11.01 Either of the parties to this Letter of Understanding may discontinue the compressed work week by providing thirty (30) days written notice to the other party of their intention to do so.

By signing this Letter of Understanding, both parties agree to waive the notice required under Article 16.02 of the Collective Agreement for the incorporation and implementation of this Letter of Understanding.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

J. Lubian
M. Middleto

D. [Signature]
[Signature]

DATE: *December 6, 1996*

DATE: *January 9, 1997*

LETTER OF UNDERSTANDING #16

BETWEEN

PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: HEIGHT PREMIUMS

The above named Parties hereby agree that for:

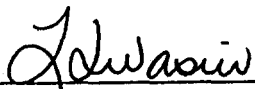
- 1. All swing stage and bosun's chair, spider or cage work will be paid for at the following rate:
 - (a) Ground level up, **fifty** cents (50¢) per hour above the basic rate of pay.

It is agreed that the premiums specified above shall not be considered as part of the employee's basic rate of pay.

This Letter of Understanding is effective the date of ratification of **this** Collective Agreement. It is agreed that either party may, upon notice of ninety (90) days to the other party terminate this Letter of Understanding.

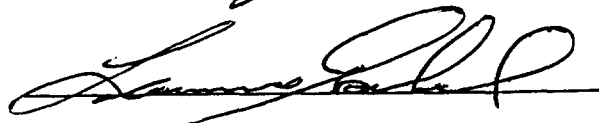
ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION









DATE: December 6, 1996

DATE: January 9, 1997

LETTER OF UNDERSTANDING #17

BETWEEN

PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

**RE: CLASSIFICATION REVIEW FOR POSITIONS IN MAINTENANCE
AND TRADES SUPPORT GROUP**

The Parties agree that:

1. Within one hundred twenty (120) days of the date of ratification of **this** Collective Agreement, the Employer shall undertake a classification review of the encumbered positions in the Maintenance and Trades Group. As part of **this** review, the following actions shall be taken:
 - (a) An updated job description will be developed for each position;
 - (b) Where appropriate, a representative from Human Resources will meet with the incumbent and her supervisor to discuss the job;
 - (c) Updated job descriptions will be compared against the Classification Guideline Criteria and against other Maintenance positions;
 - (d) The analysis/logic used to allocate each position will be documented in **an** audit report;
 - (e) If requested, the analysis/logic used to allocate **a** position will be provided to **the** incumbent and to the Union.

2. Where a position is reclassified as a result of this classification review, the affected employee's basic rate of pay shall be adjusted in accordance with the strict provisions of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

L. Wasin
Middleton

D. Smith
Samuel

DATE: December 6, 1996

DATE: January 9, 1997