

COLLECTIVE AGREEMENT

BETWEEN

PALLISER HEALTH AUTHORITY

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES?LOCAL 189

April 1, 2001 - MARCH 31, 2004

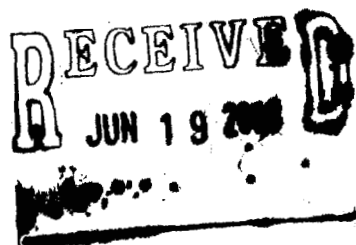


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COLLECTIVE AGREEMENT made this ____ day of _____, A.D., 2001

BETWEEN

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

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189
(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 by mutual consent of both parties hereto; shall be in force and effect from date of ratification up to and including March 31, 2004 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.

(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 relief 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 "Union" means Local 189 of the Canadian Union of Public Employees.
- 2.07 "**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.
- 2.08 "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 Schedule.
- 2.09 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.
- 2.10 "Pyramiding" means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.
- 2.11 "Bargaining Unit" shall mean the bargaining units as defined in the Alberta Labour Relations Board Certificates issued to the Canadian Union of Public Employees for the Medicine Hat Regional Hospital or Big Country Hospital in Oyen, **as** applicable.

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.

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 work site.
- 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 On an annual basis, the parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement, The list of designated persons shall be updated as changes occur.
- 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.

5: UNION EMPLOYMENT OFF

- 5.01 Membership in the Union shall be voluntary on the part of each employee. All employees covered by this Collective Agreement who are members of the Union at the time of signing of this Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain her membership in the Union during the life of this Collective Agreement.
- 5.02 The Employer shall deduct from the wages of employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect for the Employer. 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.

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, gender, 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 At least one Occupational Health and Safety Committee will be established. The number of Committees to be established will be at the discretion of the Employer. The Union will have the right to designate two (2) members of the bargaining unit as members of this Committee (one member for those Employers 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 on approved business of the Occupational Health and Safety Committee.

8.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either the Chair or Vice-Chair 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 Chair 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 work site 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 Employer's Senior Management.

8.09 **An** employee's rights shall be respected in accordance with The Occupational Health and Safety Act. Employees shall have the right to refuse work that is unsafe to that employee, until the unsafe conditions are removed.

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

8.11 Where a Regional Occupational Health and Safety Committee exists, meeting minutes shall be posted at each of the Employer's sites.

ARTICLE 9: JOB CLASSIFICATION

9.01 **Classification Criteria**

- (a) The Employer shall provide classification criteria for all Provincial Classifications listed in the "Composite Listing of Classifications and Salary Rates" to the Union.
- (b) 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.

9.02 **New Classification Criteria**

- (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 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 Employee and the C.U.P.E. of the basic rate of pay for the new classification as established by the Employer.
- (iv) In the event that the basic rate of pay for the new classification established by the Employer is not acceptable to the C.U.P.E., the C.U.P.E. shall, within thirty (30) calendar days from the date they received notification of the basic rate of pay for the new classification, notify the Employer that they wish to negotiate the basic rate of pay for the new classification established by the Employer.
- (v) The Employer and the C.U.P.E. shall meet to negotiate the basic rate of pay for the new classification established by the Employer.
- (vi) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the C.U.P.E. received the basic rate of pay for the new classification established by the Employer, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of basic rate of pay for the new classification established by the Employer to Arbitration in accordance with Article 12.05, Step III - Arbitration.

9.03 **Change to Existing Classification Criteria**

In the event that the Employer changes the classification criteria 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 Classification, the C.U.P.E. may, within thirty (30) calendar days from the date they received notification of the change, notify the Employer that they wish to negotiate the basic rate of pay of that Classification.
- (c) If the C.U.P.E. is notified of the change to the classification criteria within the four (4) month period prior to the expiration date of the Collective Agreement, such negotiation and resolution of the basic rate of pay shall occur during the negotiation of the next Collective Agreement between the parties.

- (d) If the C.U.P.E. is notified of the change to the classification criteria before the four (4) month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:
 - (i) the Employer and the C.U.P.E. shall meet to negotiate the basic rate of pay for the classification criteria that 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 changed classification criteria, to Arbitration in accordance with Article 12.05, Step III - Arbitration.

9.04 **Extension of Time Limits**

- (a) The time limits outlined in Articles 9.02 and 9.03 may be extended by mutual consent in writing between the Union and the Employer.
- (b) In the event that the Union does not comply with the time limits established in Article 9.02 the basic rate of pay established by the Employer for the new job classification shall prevail.
- (c) In the event that the Union does not comply with the time limits established in Article 9.03, the basic rate of pay for the Provincial Classification for which the classification criteria has been changed shall prevail.

9.05 **Jurisdiction of the Arbitration Board**

An Arbitration Board established in accordance with Articles 9.02, 9.03 and 9.07 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.

9.06 **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 Classification for such position, subject to **an** appeal by the incumbent regular employee in accordance with Article 12: Grievance Procedure, commencing at Step II.

9.07 **Classification Review**

- (a) In the event that an employee believes that their current position is not properly allocated, the employee may request a classification review of their current position.

- (b) Where a classification review is requested, the job description will be updated and a review of the position conducted' to determine the appropriate classification based on a comparison to the classification guideline criteria and other similar positions.
- (c) The employee and the Union will be advised in writing of the results of the classification review.

9.08 Classification Adjustment

In the event that the Employer changes the classification allocation of the work being performed by a regular employee, to a classification with a lower basic rate of pay, such employee, while employed in such a position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, or for a period of 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.

ARTICLE 10: BULLETINBOARDS

- 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 At work sites 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, and such permission shall not be unreasonably withheld.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 Definition of a Grievance

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

- (a) An employee or the Union shall have the right at any time to have the assistance of a C.U.P.E. Representative.
- (b) At all levels of the grievance procedure;
 - (i) a sincere attempt shall be made by both parties to the Collective Agreement through discussion to resolve problems in the workplace.
 - (ii) a meeting may be arranged to discuss the problem and exchange information.
 - (iii) in the event any management officers **as** named in the grievance procedure steps are one and the same, the subsequent steps will be deemed to have been complied with.

Informal Discussion

An employee who believes that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the employee's immediate supervisor within ten (10) days of when the employee first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person' from whom an employee normally receives work assignments. The employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with the employee's immediate supervisor. The immediate supervisor shall advise the employee of the immediate supervisor's decision within ten (10) days of the date the matter ~~was~~ first discussed.

Formal Grievance Procedure

12.03 Step I (Department/Program Manager)

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/Program Manager or designate, specifying the nature of the grievance and the redress sought. The Department/Program Manager **or** designate shall render a decision in writing to the Union within ten (10) days of the receipt of the grievance.

12.04 Step II (CEO or Designate)

If the grievance is not resolved under Step I above, the Union shall, within ten (10) days of receipt of the written decision of the Department/Program Manager or designate, submit the grievance in writing to the Chief Executive Officer or Designate, who shall render a decision in writing to the Union within ten (10) days of receipt of the grievance.

Optional Mediation

The parties may mutually agree to non-binding mediation:

- (a) After receipt of the decision from the Chief Executive Officer, or Designate, under Step II above, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, **and** anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

12.05 Step III (Arbitration)

- (a) If the grievance is not settled under Step II above, the Union shall within thirty (30) days of receiving the decision of the Chief Executive Officer or Designate at Step II above, notify the Employer in writing of its intention to submit the grievance to arbitration **and** shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third person who shall be the Chair of the Arbitration Board. In the alternative, the parties may agree to the appointment of a single Arbitrator who shall act as 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 the Chair 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 Chair 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 Chair.
- (e) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

12.06 Definition of Days

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

12.07 Time Limits

- (a) The time limits specified in the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- (b) Should the employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered 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/program may be submitted at Step I. A policy grievance involving more than one (1) department/program may be submitted at Step II.

12.09 Group Grievance

In the event that a 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/Program Manager that the grievances be grouped and dealt with as a single grievance commencing at Step I. A request to group such grievances will not be unreasonably denied.

12.10 Dismissal or Suspension Grievance

In the event an employee alleges dismissal or suspension without just cause, the employee's grievance may commence at Step II, within ten (10) days of the occurrence.

12.1: Replies in Writing

Except for informal discussion, replies to grievances shall be in writing at all stages.

12.12 Facilities for Grievances

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

12.13 Unique Circumstances

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

ARTICLE 13: PROBATION PERIOD

13.01 Dismissal

A newly hired regular employee shall serve a probation period. Such Employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probation period without notice.

13.02 Transfers to Another Position

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

13.03 Feedback on Progress

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

13.04 Length of Probation Period

- (a) The probation period for a regular employee consists of six hundred and twenty five (625) hours worked from the date the last period of continuous employment commenced, or nine (9) months, whichever is shorter.

- (b) The probation period may be extended 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 nine hundred and **fifty** (950) hours, or twelve (12) months whichever is shorter. Prior to the extension of a probationary period, the Employer shall complete a performance appraisal, outlining areas where the employee must demonstrate improved performance.
- (c) Probationary employees shall be able to access their accrued sick leave credits upon completion of the time specified in Article 13.04(a).

ARTICLE 14: SALARIES

14.01 Salary Schedule

The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Schedule which forms a part of this Collective Agreement, and shall be effective from and after the dates specified.

14.02 Pay Steps

Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salaries Schedule upon completion of two thousand and twenty-two point seven five (2,022.75) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred and thirteen point five zero (1,813.50) hours worked at each subsequent Pay Step in the pay range.

14.03 Achieving a Different Position

- (a) When a regular employee achieves a position in a classification with the same end rate as the employee's present classification, such employee shall move to the Pay Step which has a rate which is equal to the employee's present basic rate of pay, or if there is no such Pay Step, 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 the employee's present classification, and the employee has not yet achieved "Pay Step 2" in the employee's present pay range, the employee shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" upon completion of two thousand and twenty-two point seven five (2,022.75) hours worked (inclusive of those hours worked in the employee's former classification); however, if "Pay Step 1" of the higher pay range is less than "Pay Step 1" in the employee's present pay range, the employee's shall be advanced to the next Pay Step that provides the employee with an increase in the employee's 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 the employee's present classification, and the employee has achieved "Pay Step 2" or greater in the pay range for the employee's present classification, the employee 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, the employee shall be advanced to the next Pay Step that provides the employee with an increase in the employee's basic rate of pay.
- (d) When a regular employee achieves a position in a classification with an end rate that is less than the employee's present classification, the employee shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in the employee's present basic rate of pay.

14.04 Lead Hand Premium

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 normal duties, a Lead Hand shall be responsible for coordinating the efforts of other Journeyman Tradespersons assigned to work with the Lead Hand to ensure the work is completed satisfactorily.

14.05 Overpayment of Wages and/or Entitlements

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.

14.06 Upon verification of a new Employee having job specific and relevant experience satisfactory to the Employer within the preceding twenty-four (24) months, the Employee's starting salary may be adjusted one (1) salary increment for each full year of experience, up to the top increment of the pay range. Previous experience will be recognized in complete yearly units of one thousand eight hundred and thirteen point five zero (1,813.50) hours worked.

- 14.07 Should the Employer experience difficulty recruiting employees due to the rates of pay required by the marketplace, the Employer shall have the right to set Out of Schedule Wage rates above the pay rates outlined in the Salary Schedule at Individual Sites. The Union will be notified of Out of Schedule classifications, pay rates and changes thereto. All incumbents at the Individual Site in classifications identical to those adjusted due to the market will be moved up to the Out of Schedule Wage Rate. Increments, if applicable, will be earned in accordance with the Schedule of Wages. Employees receiving Out of Schedule wage rates will be given six (6) months notice, in writing, of cancellation of the Out of Schedule rates and will be returned to their basic rate in accordance with the Salary Schedule.

ARTICLE 15: PAYDAYS

- 15.01 Paydays will be established by the Employer but in no event will employees be paid less frequently than twice monthly.

ARTICLE 16: HOURS OF WORK

16.01 Continuous Operation

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 Posting of Shift Schedules

All shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. Shift schedules posted shall cover a minimum four (4) week period. 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 (1st) shift of the changed Schedule.

16.03 Daylight Saving Time

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 Request to Report for a Later Shift

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 the employee's basic rate of pay.

16.05 **Rest Periods**

- (a) All regular 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 may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Safety Codes Act.
- (b) At the employees request the Employer will schedule an unpaid meal period where a part-time employee is working a shift of five (5) hours or more. 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.

16.06 **Full-Time Employees**

- (a) Normal hours of work, exclusive of meal periods, for regular full-time employees, other than Power Engineers referenced in Article 16.06(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 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.

16.07

Part-Time Employees

- (a) Hours of work for regular part-time employees, other than Power Engineers referenced in Article 16.07(b) shall be:
 - (i) a minimum of three (3) hours per shift; and
 - (ii) up to seven and three-quarter (7 3/4) hours in any one (1) day, exclusive of meal periods; and
 - (iii) 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) a minimum of three (3) hours per shift; and
 - (ii) up to eight (**8**) hours in any one (1) day; and
 - (iii) 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 days off;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
 - (v) a minimum of three (3) hours per shift;
 - (vi) no split shifts; and
 - (vii) excepting part-time employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular part-time employees who perform the work involved.
- (e) Regular part-time employees who wish to be considered for additional hours of work which
- (i) are made available to relieve for absences the duration of which is less than ninety (90) calendar days; or
 - (ii) are not regularly scheduled;
- 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 and relief employees.
- (f) The basic rate of pay will prevail for additional hours of work assigned to a regular part-time employee beyond the employee's scheduled hours, provided:
- (i) the assignment is accepted;
 - (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 19 will apply.

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

16.08 **Optional Scheduling Provisions**

Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union, The Employer shall consider any optional schedule that 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 3/4) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first two (2) hours and 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 1/2X) the basic rate of pay for the first two (2) hours and at two times (2X) the basic rate of pay thereafter.

17.02 Failure to provide at least fifteen and one-half (15 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.

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

Full-Time Employees

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

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

- 17.06 (a) A full-time employee may request time off in lieu of overtime worked to be taken in conjunction with the full-time employee's 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.

Part-Time Employees

- 17.07 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 **Definition**

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 **On-Call Pay**

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

- (a) on regularly scheduled days of work, the sum of one dollar and twenty-five cents (\$1.25) per hour; and
- (b) on scheduled days off and Named Holidays, the **sum** of one dollar and seventy-five cents (\$1.75) per hour. A Named Holiday or scheduled day off shall run from zero zero zero one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

18.03 **Time Off in Lieu of On-Call Premiums**

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 **Pocket Pagers**

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 **Call-Back Pay**

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 18.02 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 the full-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.

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.

19.04 **Payment for Employees Not Assigned "On-Call" Duty**

A regular full time or regular part time employee who has not been assigned "on-call" duty as per Article 18: On-Call, and is called and required to report for work shall be deemed to be working overtime and shall be paid at the overtime rate for all hours worked or for 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 and fifty cents (\$1.50) per hour will be paid to an employee working a shift whereby the major portion of such shift is worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours.
- 21.02 The specified shift premium shall be paid in addition to the overtime rate, for overtime worked in conjunction with a regular shift of seven and three-quarter (7 3/4) hours provided at least four (4) hours of the overtime worked occurs between fifteen hundred (1 500) hours and zero seven hundred (0700) hours.

ARTICLE 22: WEEKEND PREMIUM

- 22.01 A weekend premium of one dollar and ten cents (\$1.10) 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 period commencing at eighteen hundred (1800) hours on a Friday and concluding at zero eight hundred (0800) hours the following Monday.

ARTICLE 23: TRANSPORTATION ALLOWANCE

- 23.01 A regular employee who normally travels from the work site to the employee's place of residence by means of public transportation following the completion of a duty shift, but who is prevented from doing so by being required to remain on duty longer than the employee's 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 work site to the employee's place of residence.
- 23.02 **Full-Time Employees**
- A full-time employee who is called back to the work site 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 thirty cents (30¢) per kilometer from the full-time employee's residence to the work site and return.

23.03 **Part-Time Employees**

A part-time employee who has completed a 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 thirty cents (30¢) per kilometer from the part-time employee's residence to the work site and return. Such allowance will not be paid when reporting for additional hours of work pursuant to Articles 16.07(e) and 16.07(f).

ARTICLE 24: ANNUAL VACATION

24.01 **Vacation Entitlement for Full-Time Employees**

- (a) During each year of continuous service in the employ of the Employer, a regular full-time employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:
- (i) during the first (1st) to second (2nd) 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);
 - (ii) during the third (3rd) 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);
 - (iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment a full-time employee earns a vacation time of twenty-five (25) working days (193.75 hours, or in the case of Power Engineers 200 hours);
 - (iv) during the twenty-fifth (25th) and subsequent years of such employment a full-time employee earns a vacation time of thirty (30) working days (232.5 hours, or in the case of Power Engineers 240 hours).

24.02 **Hours Recognized for Determining Vacation Pay**

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

24.03 **Cessation of Vacation Accrual**

There shall be no accrual of vacation pay or time entitlements during:

- (a) layoff; or
- (b) a leave of absence without pay which is in excess of thirty (30) consecutive calendar days; or

- (c) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) consecutive calendar days.

24.04 Time of Vacation

- (a) The Employer shall post the vacation schedule planner by January 1st of each year. Where an employee submits a vacation preference by March 15 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 1 to March 31 stipulated in Article 24.04(a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation which are submitted after March 15 shall be dealt with on a first-come, first-serve basis. A regular employee who chooses to take vacation in broken periods shall be allowed to exercise a preference as to choice of vacation dates for only one vacation period within a calendar year.
- (c) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (d) A regular employee shall be entitled to an unbroken period of vacation equal to one year's 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) years vacation entitlement plus an additional five (5) days (thirty-eight point seven five (38.75) hours), this shall be pro-rated for part-time employees.
- (g) No regular employee may continue to work and draw vacation pay in lieu of taking vacation,

24.05 Sick While on Vacation

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

24.06 Vacation Pay Upon Termination

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

24.07 Vacation Entitlement for Part-Time Employees

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

$$\begin{array}{l} \text{Employer paid hours} \\ \text{at the basic rate of} \\ \text{pay} \end{array} \times \begin{array}{l} \text{The applicable \% as} \\ \text{outlined below} \end{array} = \begin{array}{l} \text{Number of hours of} \\ \text{paid vacation time to} \\ \text{be taken} \end{array}$$

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

ARTICLE 25: NAMED HOLIDAYS

25.01 Any reference to Named Holidays in this 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 work site is located;
- (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.

Full-Time Employees

25.03 **"Floater" Holiday**

Each regular full-time employee will be granted an additional day off with pay between April 1st and November 30th at a time mutually agreed upon between the Employer and the employee. **An** employee is only entitled to such Holiday if the employee is in the employ of the Employer on 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.

25.04 **"Lieu" Day**

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

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

25.05 (1) **Named Holiday Pay**

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 1/2~~X~~) 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 day's pay.

(2) Overtime on Named Holiday

Subject to Article 17.01 a full-time employee who works overtime on a Named Holiday shall be paid at the rate of two times (2X) the basic rate of pay for the first two (2) hours and two and one-half times (2 1/2X) the basic rate of pay thereafter.

25.06 Named Holiday While on Vacation

Subject to Article 25.04 when a Named Holiday falls during a full-time employee's annual vacation the employee shall receive:

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

25.07 Named Holiday on Day Off

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 day's pay in lieu of the Named Holiday.

25.08 Named Holiday on a Saturday or Sunday

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

25.09 Part-Time Employees

- (a) A part-time employee who works on a Named Holiday shall be paid at the rate of one and one-half times (1 1/2X) the part-time employee's basic rate of pay for all hours worked.

- (b) Part-time employees shall be paid four point six percent (4.6%) of their earnings paid at the basic rate of pay and of their vacation pay, in lieu of Named Holiday pay.
- (c) Subject to Article 17.01 a part-time employee who works overtime on a Named Holiday shall be paid at the rate of two times (2X) the basic rate of pay for the first two (2) hours and two and one-half times (2 1/2X) the basic rate of pay thereafter.

ARTICLE 26: SICK LEAVE

26.01 Definition

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 Sick Leave during Probation Period

After a regular employee has completed a probation period the regular employee 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 a probation period.

26.03 Accrual of Sick Leave Credits

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 Payment for Sick Leave

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

26.05 Sick Credits for Medical Referral and/or Treatment

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 work hours, the employee shall have the right to utilize sick leave credits for such absence, provided the employee notified the Employer as soon as possible in advance of the appointment and provided, that the employee submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

26.06 Satisfactory Proof

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

26.07 Maximum Credits

When a regular employee has accrued the maximum sick leave credits, the employee shall no longer accrue sick leave credits until such time as the total accumulation is reduced below the maximum. At that time the employee shall recommence accumulating sick leave credits.

26.08 Extended Illness

- (a) An employee who has exhausted all 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.
- (b) The Employee shall keep the Employer advised as to when the employee shall be expected back to work. Where the Employee is absent due to illness for a period of more than sixty (60) calendar days, the employee shall provide the Employer with fourteen (14) days' notice of readiness to return to work:
 - (i) an employee who is capable of performing the duties of the employee's former classification shall be reinstated by the Employer in the same classification which was held immediately prior to the employee's absence;
 - (ii) an employee who is not capable of performing the duties of the 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 the employee in an available position that the employee is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;

- (iii) 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 the employment relationship with the Employer.

26.09 Reporting Sick

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 Reporting of Accumulated Sick Leave Credits

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

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

$$\begin{aligned} 168 &= 12 \\ 252 &= 12 \\ 336 &= 24 \\ 503 &= 24 \end{aligned}$$

- (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. 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, as defined in Article 28, during such leave of absence.
- (b) The Employee shall assign Workers' Compensation benefits to the Employer so that the Employer will receive Workers' compensation payments directly from the Workers' Compensation Board. The Employer will make all necessary deductions to continue health care benefits during such leave of absence.

ARTICLE 28: HEALTH BENEFITS

28.01 Health Benefits Plans

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) Supplementary Health Benefits Plan;

- (b) Dental Plan, 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 a Fee Guide **as** established by the Provider. 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 Health Organizations 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 and twenty (120) working day elimination period);
 - (iv) Short Term Disability equal to sixty-six and two thirds percent (**66 2/3%**) of basic regular monthly earnings.
- (e) At the Employers' option, a "EI **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

Plan Information

- (a) The implementation and operation of the Health Organizations 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

Surveys

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

28.04 **Benefit Plan Premiums**

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.

28.05 **Part-Time Employees**

Subject to the preceding provisions where it is anticipated that a part-time employee will work a minimum of fifteen (15) hours per week, averaged over one (1) complete shift cycle, the part-time employee shall participate in the Health Benefits Plans.

28.06 **Notification of Changes**

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

ARTICLE 29: PENSION PLAN

29.01 All Regular employees shall have the option of participating in the Local Authorities Pension Plan provided they are scheduled to work at least fifteen (15) or more hours per week averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the 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 for Leave**

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 to return at the end of the leave may result in dismissal 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 for Union Business**

(a) Provided the efficiency of the Employer 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.

(b) 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

- (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.
- (d) When leave to attend union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the employee while on leave plus an amount determined by the employer to cover the cost of benefits.

30.03 Leave for Public Office

- (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.

30.04 Parental Leave

- (a) A regular employee who has completed twelve (12) months continuous employment shall, upon her written request at least two (2) weeks in advance, be granted parental 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 parental leave not later than the date of delivery.
- (b) Parental leave shall be without pay and benefits except for that portion of parental leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, STD, EI SUB Plan Benefits or LTD. Parental leave shall be without loss of seniority. The total period of parental leave shall not exceed twelve (12) months unless mutually agreed between the Employer and employee.
- (c) A regular employee on parental leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work at which time the Employer will reinstate the regular employee in the same classification held by her immediately prior to taking parental leave and at the same basic rate of pay.

30.05 **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 twelve (12) months as necessary for the purpose of adopting a child. Upon two (2) weeks written notice of intent to return to work, the regular employee shall be re-engaged in the **same** classification held immediately prior to taking adoption leave and at the same rate of pay.

30.06 **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 the employee's normal earnings and the payment received for services as a juror or court witness, excluding payment for travelling, meals, or other expenses. The regular employee will present proof of service and the amount of pay received.

30.07 **Accrual of Benefits While on Leave**

- (a) Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.
- (b) When an employee is on leave of absence without pay and is receiving Short Term Disability, Long-Term Disability or Employment Insurance (EI) Sick Leave Benefit, the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a period not exceeding twenty-four (24) months from the beginning of Long-Term Disability provided that the employee makes prior arrangements with the Employer for the payment of the employee's share of Alberta Health Care premiums. Failure by an employee to submit her twenty-five percent (25%) will result in the Employer discontinuing premium payments for that employee.

30.08 **Notice of Return to Work**

An employee off work for sixty (60) calendar days or more shall give the Employer at least fourteen (14) days notice of their intent to return to work.

ARTICLE 31: BEREAVEMENT

31.01 **Bereavement Leave**

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 (including step-child)
daughter-in-law	parent (including step-parent)
mother-in-law	brother
father-in-law	sister
brother-in-law	guardian
sister-in-law	grandparent (including spouses)
grandchild	fiancé

31.02 **Travel for Bereavement**

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 for the Bereavement Leave provided in Article 31.01.

31.03 **Other Relatives**

In the event of a death of another relative, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

ARTICLE 32: UNIFORMS

32.01 **Uniforms**

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 **Lockers**

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 **Postings**

(a) Vacancies for Regular and Relief positions shall be posted for seven (7) calendar days as a general posting throughout the Region, stating the following information for the position:

- (i) responsibilities;
- (ii) qualifications;
- (iii) work site(s);
- (iv) existing shift schedule;

- (v) basic rate **of** pay; and
- (vi) to whom applications should be submitted.
- (b) The job posting shall be based on a current job description which outlines the key responsibilities for the position and the qualifications.
- (c) The Employer may limit subsequent postings for a relief vacancy to two (2) postings.
- (d) 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.

33.02 **Applications**

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.

33.03 **Appointments**

In filling a new position or vacancy, appointments shall be made on the basis of qualifications and seniority of the applicants (qualifications may include job knowledge, experience, and education in accordance with the job description).

33.04 **Order of Consideration**

The following order for consideration of applicants shall apply:

- (a) Regular employees of the Employer in the bargaining unit who are covered by this Collective Agreement;
- (b) next, Employees of the Employer who are covered by this Collective Agreement **and** who are on layoff from the bargaining unit;
- (c) next, Relief employees in the bargaining unit who are covered by this Collective Agreement;
- (d) next, Regular employees of the Employer in the other bargaining unit who are covered by this Collective Agreement;
- (e) next, Employees of the Employer who are covered by this Collective Agreement and who are on layoff from the other bargaining unit;
- (f) next, Relief employees in the other bargaining unit who are covered by this Collective Agreement.

33.05 Notification to Applicants

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.

33.06 Interim Appointments

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.

33.07 Trial Periods

A Regular Employee who is the successful applicant on a posting shall be considered on a trial period in the 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 the Regular Employee's 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; or
 - (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 the Regular Employee's former position upon completion of the relief position.
- (c) During the term of a relief position as posted according to Article 33.01 (a), an Employee shall be eligible to apply on postings in accordance with the following:
 - (i) The Employee shall not be eligible to apply on another relief position unless the position posted commences after the expiry of the date of the term of the relief position she is currently employed in.

33.09 Responsibility Pay

- (a) When the Employer designates a regular employee to substitute on a position in a classification with a greater end rate and such assignment is for at least two (2) hours in any one (1) shift, the Regular Employee shall be paid, in addition to the Regular Employee's 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 the Regular Employee 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 Schedule.

- (b) When the Employer designates a regular employee to temporarily substitute on a position in a classification with a lesser end rate, the regular employee shall continue to receive his/her previous basic rate of pay for the full period of time spent 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 the Regular Employee's basic rate of pay, one dollar and twenty-five cents (\$1.25) per hour.

ARTICLE 34: DISCIPLINE, DISMISSAL & RESIGNATION

34.01 Discipline and Dismissal

- (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 when disciplinary notice in writing or verbally is issued.
- (d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.

34.02 **Abandonment**

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 **Personnel Files**

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 **Resignation**

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 **Definition**

"Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer in the bargaining unit 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 **Break in Seniority**

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 **Seniority Lists**

An up-to-date seniority list for each bargaining unit 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 DISPLACEMENT PROCEDURE

36.01 Planning

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 Definition

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

36.03 Layoff and Displacement

- (a) If a regular employee is laid off or displaced from a 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 laid off or displaced 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), such employee shall only remain eligible to fill a vacant position or be laid off.

- (b) In the event a regular full-time employee is removed from a position subject to Article 36.03(a), such employee shall have the option to fill a position by choosing one (1) of the following sequential options:
 - (i) a vacant full-time position in the same paygrade, if available;
 - (ii) displace the least senior full-time employee in the same paygrade;
 - (iii) a vacant full-time position in a lower paygrade, if available;
 - (iv) displace the least senior full-time employee in a lower paygrade;
 - (v) exercise the employee's rights under Article 36.03(c).

- (c) In the event that a regular employee is not eligible to fill a vacant position or displace in accordance with Article 36.03(b), subject to Article 36.03(a), such regular employee shall have the option to fill a position by choosing one (1) of the following sequential options:
- (i) a vacant benefit-eligible part-time position in the same paygrade, if available;
 - (ii) displace the least senior benefit-eligible part-time employee in the same paygrade;
 - (iii) a vacant benefit-eligible part-time position in a lower paygrade, if available;
 - (iv) displace the least senior benefit-eligible part-time employee in a lower paygrade;
 - (v) a vacant part-time position in the same paygrade, if available;
 - (vi) displace the least senior part-time employee in the same paygrade;
 - (vii) a vacant part-time position in a lower paygrade, if available;
 - (viii) displace the least senior part-time employee;
 - (ix) be laid off.
- (d) A regular employee displaced due to the provisions of this Article shall be eligible to be placed into a vacant position or to displace another regular employee in accordance with the provisions of this Article.

36.04

Notice Provisions

- (a) The Employer shall notify regular employees to be re-assigned or laid off in accordance with Article 36.03 at least fourteen (14) calendar days before the layoff or re-assignment is to be effective. If the employee who has received layoff notice is not provided with **an** opportunity to work during the notice period, such employee shall be paid **an** amount equal to the wages the employee would have earned, had the employee worked his/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 the employee 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 the employee's 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.

36.05

Relief Assignment During Layoff

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

36.06 Subcontracting, Leasing or Technological Change

- (a) In the event regular employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected regular employees into other jobs within the bargaining unit.
- (b) Regular employees who are transferred by the Employer pursuant to Article 36.04(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.

36.07 Benefits During Layoff

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, for a maximum of twelve (12) months. Failure by the regular employee to submit the premium payments to the Employer will result in the discontinuation of benefit coverage.

36.08 Operation of Article 36

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

ARTICLE 37: RELIEF EMPLOYEES

37.01 Application

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Relief Employees.
- (b) The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 20, 21, 22, 32, 33.04(c), 33.04(f) and 38 shall apply to Relief employees.

37.02 Hours of Work

- (a) The provisions of Article 16.01 through 16.05, and 16.08 apply to Relief Employees employed in a regularly scheduled full-time or part-time capacity and:
 - (i) the provisions of Article 16.06 apply to Relief Employees **who** are employed in a regularly scheduled full-time capacity.
 - (ii) the provisions of Article 16.07 apply to Relief Employees who are employed in a regularly scheduled part-time capacity.

- (iii) available hours of work shall be distributed to Relief Employees in accordance with Article 16.07(e).

37.03 Reporting for a Later Shift

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, such employee shall be compensated by receiving three (3) hours pay at the basic rate of pay.

37.04 Overtime

- (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 37.04(a)(iii), all authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 3/4) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first two (2) hours and two times (2X) the basic rate of pay thereafter; or
 - (ii) other than Power Engineers referenced in Article 37.04(a)(iv), all overtime worked in excess of seventy-seven and one-half (77 1/2) hours in a fourteen (14) calendar day period shall be paid at one and one-half times (1 1/2X) the basic rate of pay;

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

whichever is greater.
- (b) Failure to provide at least fifteen and one-half (15 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.

37.05

On-Call

- (a) (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 such employee shall be paid the sum of one dollar and seventy-five cents (\$1.75) per hour. A Named Holiday shall run from 0001 hours on the Named Holiday to 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 37.05(a)(ii), but shall be paid for the hours worked during the on-call period in accordance with the call-back provision of Article 37.05(c).
 - (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.
- (b) When a Relief Employee is regularly scheduled, such employee shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.
 - (c) **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 such employee's regular hours shall be paid for any one (1) call at either:
 - (i) the overtime rate as specified in Article 37.04(a);
 - (ii) four (4) hours at the basic rate of paywhichever is greater,

37.06

Transportation Allowance

- (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 thirty cents (30¢) per kilometer from the employee's residence to the work site and return provided the return is prior to the commencement of her next shift.

- (b) A Relief Employee who normally travels from the work site 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 work site to her place of residence.

37.07

Vacation

- (a) Relief Employees shall be paid in addition to their earnings at the basic rate of pay:
 - (i) four percent (4%) of their earnings at the basic rate of pay during the first (1st) and subsequent employment years; or
 - (ii) 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.
- (b) Relief Employees shall be allowed:
 - (i) fourteen (14) calendar days off without pay for their vacation after one (1) year of employment; or
 - (ii) twenty-one (21) calendar days off without pay for their vacation after four (4) years of employment, if applicable.

37.08

Named Holidays

- (a) 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.
- (b) Relief Employees shall be paid four point six percent (4.6%) of their earnings at the basic rate of pay and of their vacation pay in lieu of Named Holidays.
- (c) Relief employees required to work overtime on a Named Holiday shall be paid at the rate of two times (2X) the basic rate of pay for the first two (2) hours and two and one-half times (2 1/2X) the basic rate of pay thereafter for all hours worked on the Named Holiday.

37.09

Health Benefits

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

37.10 Bereavement Leave

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 Workers' Compensation

Workers' Compensation Board coverage will be provided for Relief employees.

37.12 Personnel Files

A Relief Employee who has initiated a grievance shall have access to review his/her personnel file upon service of at least one (1) days notice.

37.13 Seniority

Relief Employees do not accumulate seniority.

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 the employee would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding Collective Agreement and one (1) month **after** the signing of this Collective Agreement a written application for such retroactive salary.

ARTICLE 39: COPIES OF COLLECTIVE AGREEMENT

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

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

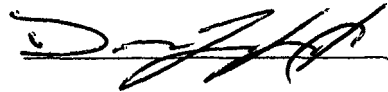
39.03 The Agreement shall be printed in pocket-size form and the costs shall be shared equally between the parties.

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







DATE: Jan 24, 2002

DATE: Jan 24/02

LISTING OF CLASSIFICATIONS AND SALARY RATES

		<u>Effective Date</u>	<u>Pay Steps</u>					
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1. Clerical Group								
1.1	Clerk Junior	Apr 1/01	11.06	12.11				
		Apr 1/02	11.50	12.59				
		Apr 1/03	11.93	13.06				
1.2	Clerk I	Apr 1/01	11.77	13.01				
		Apr 1/02	12.24	13.53				
		Apr 1/03	12.70	14.04				
1.3	Clerk II	Apr 1/01	12.37	13.67				
	Unit Clerk	Apr 1/02	12.86	14.22				
	Secretary I	Apr 1/03	13.34	14.75				
1.4	Admitting Officer	Apr 1/01	13.73	15.08				
	Clerk III	Apr 1/02	14.28	15.68				
	Typist III	Apr 1/03	14.82	16.27				
	Secretary II							
	Data Entry Operator							
1.5	Clerk IV	Apr 1/01	14.37	15.78				
	Secretary III	Apr 1/02	14.94	16.41				
		Apr 1/03	15.50	17.03				
1.6	Accounting Clerk	Apr 1/01	15.06	16.56				
		Apr 1/02	15.66	17.22				
		Apr 1/03	16.25	17.87				
1.7	Payroll Clerk I	Apr 1/01	15.56	17.29				
		Apr 1/02	16.18	17.98				
		Apr 1/03	16.79	18.65				
1.8	Payroll Clerk II	Apr 1/01	17.31	19.22				
		Apr 1/02	18.00	19.99				
		Apr 1/03	18.68	20.74				
2. Food Services Group								
2.1	Food Services Aide	Apr 1/01	10.96	11.99				
		Apr 1/02 to Mar 31/03	11.40	12.47				
2.2	Food Services Attendant	Apr 1/01	11.95	13.08				
		Apr 1/02 to Mar 31/03	12.43	13.60				
2.3	Food Service Worker	Apr 1/03	11.83	12.94	14.11			

		<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Pay Steps</u>		
					<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2.4	Cook's Assistant	Apr 1/01	11.95	13.08			
		Apr 1/02	12.43	13.60			
		Apr 1/03	12.90	14.11			
2.5	Cook I	Apr 1/01	14.22	15.70			
		Apr 1/02	14.79	16.33			
		Apr 1/03	15.34	16.94			
2.6	Cook II	Apr 1/01	14.92	16.48			
		Apr 1/02	15.52	17.14			
		Apr 1/03	16.10	17.78			
2.7	Cook III Baker	Apr 1/01	15.65	17.28			
		Apr 1/02	16.28	17.97			
		Apr 1/03	16.89	18.64			
3. Cleaning Group							
3.1	Housekeeping Aide Laundry Worker I	Apr 1/01	10.96	11.99			
		Apr 1/02 to Mar 3 1/03	11.40	12.47			
3.2	Housekeeping Attendant Laundry Worker II	Apr 1/01	11.95	13.08			
		Apr 1/02 to Mar 3 1/03	12.43	13.60			
3.3	Laundry Worker Housekeeping Worker	Apr 1/03	11.83	12.94	14.11		
3.4	Sewing Operator	Apr 1/01	11.95	13.08			
		Apr 1/02	12.43	13.60			
		Apr 1/03	12.90	14.11			
3.5	Laundry Worker III	Apr 1/01	12.70	13.88			
		Apr 1/02	13.21	14.44			
		Apr 1/03	13.71	14.98			
3.6	Working Leader	Apr 1/01	13.54	14.93			
		Apr 1/02	14.08	15.53			
		Apr 1/03	14.61	16.11			
3.7	Senior Leader	Apr 1/01	14.22	15.70			
		Apr 1/02	14.79	16.33			
		Apr 1/03	15.34	16.94			

		<u>Effective Date</u>	<u>Pay Steps</u>				<u>Step 5</u>	<u>Step 6</u>
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>		
4. Medical Support Group								
4.1	Pharmacy Assistant	Apr 1/01	11.40	11.99	12.38	12.77	13.16	13.48
	Therapy Aide	Apr 1/02	11.86	12.47	12.88	13.28	13.69	14.02
		Apr 1/03	12.30	12.94	13.36	13.78	14.20	14.55
4.2	Surgical Processor	Apr 1/01	12.99	13.46	13.89	14.33	14.79	
		Apr 1/02	13.51	14.00	14.45	14.90	15.38	
		Apr 1/03	14.02	14.53	14.99	15.46	15.96	
4.3	Surgical Processor, Working Leader	Apr 1/01	13.85	14.32	14.74	15.18	15.64	
		Apr 1/02	14.40	14.89	15.33	15.79	16.27	
		Apr 1/03	14.94	15.45	15.90	16.38	16.88	
4.4	Pathology Assistant	Apr 1/01	14.38	14.99	15.59	16.20	16.87	17.44
	OR Technician	Apr 1/02	14.96	15.59	16.21	16.85	17.54	18.14
	Therapy Assistant	Apr 1/03	15.52	16.17	16.82	17.48	18.20	18.82
	Surgical Processor, Senior Leader Activity Convenor							
5. Technical Support Group								
5.1	Computer Operator	Apr 1/01	14.22	15.70				
		Apr 1/02	14.79	16.33				
		Apr 1/03	15.34	16.94				
5.2	Technical Analyst I	Aug 1/00	16.43	16.78	17.13	17.48		
		Apr 1/01	15.91	16.43	16.96	18.70		
		Apr 1/02	16.54	19.02	19.62	19.45		
		Apr 1/03	17.16	19.73	20.36	20.18		
5.3	Technical Analyst II	Aug 1/00	18.46	18.86	19.25	19.64		
		Apr 1/01	19.48	20.12	20.77	21.41		
		Apr 1/02	20.27	20.93	21.60	22.27		
		Apr 1/03	21.03	21.72	22.41	23.11		
5.4	Regional Network Technician							
		Aug 1/00	20.61	21.05	21.49	21.93		
		Apr 1/01	22.15	22.88	23.61	24.34		
		Apr 1/02	23.04	23.80	24.56	25.31		
	Apr 1/03	23.90	24.69	25.48	26.26			

5.6 Regional Clinical Analyst
Regional Network Analyst
Database Coordinator

Aug 1/00	25.47	26.10	26.55	27.10
Apr 1/01	28.60	29.55	30.49	31.43
Apr 1/02	29.75	30.73	31.71	32.69
Apr 1/03	30.87	31.88	32.90	33.92

6. Materials and Supply Management Group

6.1	Service Aide	Apr 1/01	10.96	11.99	
		Apr 1/02 to Mar 31/03	11.40	12.47	
6.2	Service Attendant	Apr 1/01	11.95	13.08	
		Apr 1/02 to Mar 31/03	12.43	13.60	
6.3	Service Worker	Apr 1/03	11.83	12.94	14.11
6.4	Porter	Apr 1/01	11.95	13.08	
		Apr 1/02	12.43	13.60	
		Apr 1/03	12.90	14.11	
6.5	Printing Assistant	Apr 1/01	12.25	13.55	
		Apr 1/02	12.74	14.09	
		Apr 1/03	13.22	14.62	
6.6	Stores Attendant Driver	Apr 1/01	12.89	14.25	
		Apr 1/02	13.41	14.82	
		Apr 1/03	13.91	15.38	
6.7	Sr. Stores Attendant Printing Services Oper.	Apr 1/01	14.22	15.70	
		Apr 1/02	14.79	16.33	
		Apr 1/03	15.34	16.94	
6.8	Purchasing Assistant	Apr 1/01	16.42	18.13	
		Apr 1/02	17.08	18.86	
		Apr 1/03	17.72	19.57	
6.9	Purchasing Agent	Apr 1/01	20.39	22.47	
		Apr 1/02	21.21	23.37	
		Apr 1/03	22.01	24.25	

7. Maintenance

7.1	Maintenance Worker I	Apr 1/01	11.89	13.15	
		Apr 1/02	12.37	13.68	
		Apr 1/03	12.83	14.19	

		<u>Effective Date</u>	<u>Step 1</u>	<u>Step2</u>	<u>Pay Steps</u>		
					<u>Step3</u>	<u>Step4</u>	<u>Step 5</u>
7.2	Maintenance Worker II	Apr 1/01	13.78	15.23			
		Apr 1/02	14.33	15.84			
		Apr 1/03	14.87	16.43			
7.3	Maintenance Worker III	Apr 1/01	16.65	18.29			
		Apr 1/02	17.32	19.02			
		Apr 1/03	17.97	19.73			
7.4	Maintenance Worker IV	Apr 1/01	18.24	20.04			
		Apr 1/02	18.97	20.84			
		Apr 1/03	19.68	21.62			
8. Power Engineers							
8.1	Power Engineer (4th)	Apr 1/01	16.65	18.29			
		Apr 1/02	17.32	19.02			
		Apr 1/03	17.97	19.73			
8.2	Power Engineer (3rd)	Apr 1/01	18.48	20.32			
		Apr 1/02	19.22	21.13			
		Apr 1/03	19.94	21.92			
8.3	Power Engineer (2nd)	Apr 1/01	20.94	23.02			
		Apr 1/02	21.78	23.94			
		Apr 1/03	22.60	24.84			
8.4	Chief Engineer	Apr 1/01	26.95	28.69			
		Apr 1/02	28.03	29.84			
		Apr 1/03	29.08	30.96			
<hr/>							
9. Trades							
9.1	Draftsperson	Apr 1/01	17.42	19.15			
		Apr 1/02	18.12	19.92			
		Apr 1/03	18.80	20.67			
9.2	Electronics Tech. I	Apr 1/01	17.99	19.56			
		Apr 1/02	18.71	20.34			
		Apr 1/03	19.41	21.10			
9.3	Head Gardener	Apr 1/01	18.24	20.04			
		Apr 1/02	18.97	20.84			
		Apr 1/03	19.68	21.62			
9.4	Painter Electronics Tech. II	Apr 1/01	19.73	21.42			
		Apr 1/02	20.52	22.28			
		Apr 1/03	21.29	23.12			

		<u>Pay Steps</u>						
		<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>	<u>Step 4</u>	<u>Step5</u>	<u>Step6</u>
9.5	Mechanic/Welder	Apr 1/01	19.74	21.52				
	Millwright	Apr 1/02	20.53	22.38				
		Apr 1/03	21.30	23.22				
9.6	Carpenter	Apr 1/01	20.74	22.60				
	Refrigeration and Air	Apr 1/02	21.57	23.50				
	Conditioning Mechanic	Apr 1/03	22.38	24.38				
9.7	Electronics Tech. III	Apr 1/01	21.74	23.71				
	Electrician	Apr 1/02	22.61	24.66				
	Plumber/Steamfitter	Apr 1/03	23.46	25.58				
	Instrument Mechanic							
	Sheet Metal Worker							

LETTER OF UNDERSTANDING #1

BETWEEN

**PALLISER HEALTH AUTHORITY
(at Big Country Hospital, Oyen)**

- and -

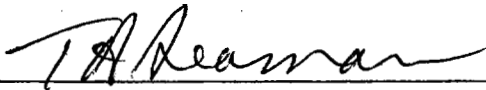
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

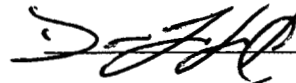
RE: COMPRESSED WORK WEEK IN DIETARY DEPARTMENT


Pursuant to Letter of Understanding #4 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

ON BEHALF OF THE UNION







DATE: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #2

BETWEEN

**PALLISER HEALTH AUTHORITY
(at Big Country Hospital, Oyen)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: OPTIONAL SCHEDULE - HOUSEKEEPING DEPARTMENT

The purpose of this Letter of Understanding is to mutually agree to optional scheduling provisions in accordance with Article 16.08 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.

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

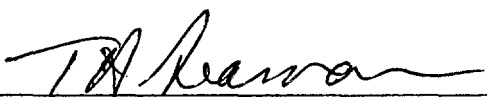
- (i) not more than two (2) different shift starting times between scheduled days off;
- (ii) days off to be consecutive twice every twenty-one (21) calendar day period;
- (iii) not more than six (6) consecutive days of work without receiving a day off;
- (iv) at least fifteen and one-half (15 1/2) hours, 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).


- 16.07 (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







DATE: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #3

BETWEEN

**PALLISER HEALTH AUTHORITY
(at Big Country Hospital, Oyen)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: OPTIONAL SCHEDULE - LAUNDRY DEPARTMENT

The purpose of this Letter of Understanding is to mutually agree to optional scheduling provisions in accordance with Article 16.08 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.

- 16.06 (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

ON BEHALF OF THE UNION

- 0 0

D. J. H.

[Signature]

DATE: *Jan 24, 2002*

DATE: *Jan 24/02*

LETTER OF UNDERSTANDING #4

BETWEEN

**PALLISER HEALTH AUTHORITY
(at Big Country Hospital, Oyen)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

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;
 - (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 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.

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 37.04(a) of the Collective Agreement.

Named Holiday Payment

- 4.01 It **is** agreed that a full-time employee accessing Article 2 (Hours of Work) shall be entitled to the eleven (11) Named Holidays plus a Floater as specified in Article 25 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 ninety-three (93) 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 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 31 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) to second (2nd) years of such employment a full-time employee earns a vacation time of one hundred sixteen point two five (116.25) hours, or in the case of Power Engineers one hundred and twenty (120) hours;
- (b) during the third (3rd) to fourteenth (14th) years of such employment a full-time employee earns a vacation time of one hundred and fifty-five (155) hours, or in the case of Power Engineers one hundred and sixty (160) hours;
- (c) during the fifteenth (15th) to twenty-fourth (24th) years of such employment a full-time employee earns a vacation time of one hundred and ninety-three point seven five (193.75) hours or in the case of Power Engineers two hundred (200) hours;
- (d) during the twenty-fifth (25th) and subsequent years of such employment a full-time employee earns a vacation time of two hundred and thirty-two point five zero (232.50) hours, or in the case of Power Engineers two hundred and forty (240) 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

T. A. Seaman

DATE: Jan 24, 2002

ON BEHALF OF THE UNION

[Signature]

DATE: Jan 24/02

LETTER OF UNDERSTANDING #5

BETWEEN

**PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES' LOCAL 189

RE: COMPRESSED WORK WEEK PROVISIONS - 12 HOUR WORK DAY

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;
 - (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; and
 - (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;
 - (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; and
 - (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 and Relief Employees.
- 2.04 Regular full-time employees regularly scheduled to work a twelve (12) hour shift are to be working one hundred **and** 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 37.04(a) of the Collective Agreement.

Shift Premium

- 4.01 A shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to employees for all hours worked within the period between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

Weekend Premium

- 5.01 A weekend premium of one dollar and ten cents (\$1.10) 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 period commencing at eighteen hundred (1800) hours on a Friday and concluding at zero eight hundred (0800) hours the following Monday.

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 plus a Floater, as specified in Article 25.03 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 ninety-three (93) hours per annum, or in the case of Power Engineers eight (8) hours to a total of ninety-six (96) 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 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 one hundred and sixteen point two five (116.25) hours, or in the case of Power Engineers one hundred and twenty (120) hours;
- (b) during the third (3rd) to fourteenth (14th) years of such employment a full-time employee earns a vacation time of one hundred and fifty-five (155) hours, or in the case of Power Engineers one hundred and **sixty** (160) hours;
- (c) 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 point seven five (193.75) hours or in the case of Power Engineers two hundred (200) hours; and
- (d) during the twenty-fifth (25th) and subsequent years of such employment a full-time employee earns a vacation time of two hundred and thirty-two point five zero (232.50) hours, or in the case of Power Engineers two hundred and 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 PALLISER
HEALTH AUTHORITY

Handwritten initials

ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 189

Handwritten signature

DATE: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #6

BETWEEN

**PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: WAIVER OF SHIFT EXCHANGE NOTICE PROVISION

The purpose of this Letter of Understanding is to allow regular part-time employees in the Dietary Department in the Medicine Hat Regional Hospital to waive the seven (7) day shift change provision of the Collective Agreement in order to accept additional hours of work which requires changing shifts without the required notice, in order to work a shift having more hours than their regular shift.

In order to accommodate this procedure, the parties have agreed to the following:

- (a) An Employee may exchange their shift for a shift of more hours when a relief vacancy occurs and would require to be filled by a Relief Employee.
- (b) The provisions for overtime to change a shift without the seven (7) day notice will be waived when the Employee accepts a change of shift under the provisions of this Letter of Understanding.
- (c) **An** Employee will not be under any obligation to accept a change of shift for additional hours of work under this agreement. The terms of this agreement are voluntary and shall have no repercussion to any employee who does not participate in the agreement.
- (d) The Employer must request the change and make the Employee aware the change will be under the provision of this Letter of Understanding.
- (e) When a change under this provision is requested, the vacant shift where operationally feasible, will be filled by a regular employee.
- (f) All other provisions of the Collective Agreement remain in full force and effect.

- (g) Either party may terminate this agreement by giving the other party thirty (30) days prior notice of their intent to discontinue this Letter of Understanding.

ON BEHALF OF THE EMPLOYER

T.A. Pearson

DATE: Jan 24, 2002

ON BEHALF OF THE UNION

[Signature]

DATE: Jan 24/02

LETTER OF UNDERSTANDING #7

BETWEEN

**PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)**

- and -


THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189


RE: SCHEDULING IN PHARMACY DEPARTMENT

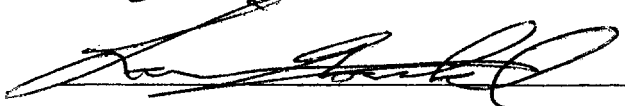
1. The purpose of this Letter of Understanding is to waive the provisions of two (2) consecutive days off as per Article 16.06(d)(ii) for full-time Employees and Article 16.07(d)(ii) for part-time Employees, who are employed in the Pharmacy Department.
2. This Letter of Understanding shall only apply to the attached shift schedule and to shifts while assigned to Shirley Gaffney, Kim Kovalik, Joanne Lundy, Betty Bodin and Joanne Symons.
3. Should a new Employee enter the department the new Employee will be given the opportunity to accept or reject this Letter of Understanding.
4. All other provisions of the Collective Agreement shall remain in full force and effect.
5. This Letter of Understanding may be terminated by one party giving to the other party, twenty-eight (28) calendar days notice, in writing, their intention to discontinue the Letter of Understanding.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION







DATE: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #8

BETWEEN

**PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

E EIGHT 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: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #9

BETWEEN

**PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: RESPONSIBILITY PAY FOR POWER ENGINEER II and III

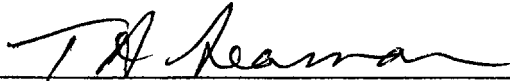
The Parties agree that:


1. The Power Engineer III (shift engineer) shall receive a premium to the basic rate of pay of seventy cents (70¢) for each paid hour, in recognition of the increased responsibility.

This Letter of Understanding is in effect until March 31, 2004 or thereafter as the Collective Agreement is extended.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION







DATE: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #10

BETWEEN

PALLISER HEALTH AUTHORITY

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: ARTICLE 33: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

The Parties agree that:

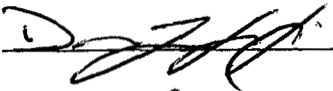
Vacancies for relief positions scheduled to be greater than fifteen (15) hours **per** week, and of an expected duration of more than ninety (**90**) calendar days shall be posted **as** per Article 33.

This Letter of Understanding is in effect until March 31, 2004 or thereafter as the Collective Agreement is extended.

ON BEHALF OF THE PALLISER
HEALTH AUTHORITY

ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES







DATE: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #11

BETWEEN

PALLISER HEALTH AUTHORITY

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: IMPLEMENTATION OF COLLAPSED CLASSIFICATIONS

The Parties hereby agree as follows:

This Letter of Understanding shall apply only to the following classifications:

- Housekeeping Aide
- Housekeeping Attendant
- Food Service Aide
- Food Service Attendant
- Service Aide
- Service Attendant
- Laundry Worker I
- Laundry Worker II

Effective April 1, 2003:

1. (a) The Housekeeping Aide and Housekeeping Attendant classifications and associated salary ranges will be replaced by Housekeeping Worker.
 - (b) The Food Service Aide and Food Service Attendant classifications and associated salary ranges will be replaced by Food Service Worker.
 - (c) The Service Aide and Service Attendant classifications and associated salary ranges will be replaced by Service Worker.
 - (d) The Laundry Worker I and Laundry Worker II classifications and associated salary ranges will be replaced by Laundry Worker.
2. Employees at the start rate of a Housekeeping Aide, Food Service Aide, Service Aide, and Laundry Worker I on March 31, 2003, will be placed on the appropriate "Worker" grid at Step 1. All hours worked towards their next increment will be carried forward.
 3. Employees at the job rate of a Housekeeping Aide, Food Service Aide, Service Aide, and Laundry Worker I on March 31, 2003, will be placed on the appropriate "Worker" grid in accordance with the following:


- (a) if the employee has worked two thousand twenty-two point seven five (2022.75) hours or more at the job rate, the employee's basic rate of pay will be moved to Step 3 of the appropriate "Worker" grid;
 - (b) if the employee has worked less than two thousand twenty-two point seven five (2022.75) hours or more at the job rate, the employee's basic rate of pay will be moved to Step 2 of the appropriate "Worker" grid. All hours worked towards their next increment will be carried forward.
4. Employees at the start rate of a Housekeeping Attendant, Food Service Attendant, Service Attendant, and Laundry Worker II on March 31, 2003, will be placed on the appropriate "Worker" grid at Step 2. All hours worked towards their next increment will be carried forward.
 5. Employees at the job rate of a Housekeeping Attendant, Food Service Attendant, Service Attendant, and Laundry Worker II on March 31, 2003, will be placed on the appropriate "Worker" grid at Step 3.
 6. The parties agree that there will be reasonable accommodation for any employee that is unable to perform the duties of the new classification.

This Letter of Understanding shall expire April 2, 2003.

ON BEHALF OF THE PALLISER
HEALTH AUTHORITY

ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES







DATE: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #12

BETWEEN

PALLISER HEALTH AUTHORITY

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: CONTINUATION OF SUPPLEMENTARY HEALTH – DIRECT BILLING CARDS

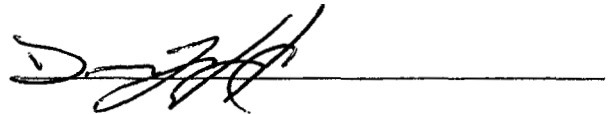
The Parties hereby agree to the following:

1. Direct Billing Cards will continue to be provided to Employees of the Palliser Health Authority until the expiry of this Letter of Understanding or the expiry of the current Collective Agreement, whichever occurs first.
2. The Union shall be supplied copies of all plan texts, policies, contracts and information booklets regarding the employee benefit plans.

ON BEHALF OF THE PALLISER
HEALTH AUTHORITY

ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES







DATE: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #13

BETWEEN

**THE PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189


RE: MAINTENANCE/POWER ENGINEER RELIEF POSITION

The Employer desires to provide regular full-time employment for a member of the Engineering and Maintenance Department who will be assigned to work in the Main Department seven point seven five (7.75) hour shifts and also to provide relief in the Boiler Plant twelve (12) hour shifts.

The following conditions are therefore agreed:

1. If working in the Main Department and then requested to provide Boiler Plant relief, the overtime rate will apply after twelve (12) hours worked during a twenty-four (24) hour period.
2. **The** requirement for fifteen point five (15.5) hours, [Article 16.06(d)(iv)] and twelve (12), [Letter of Understanding #5, 2.02(iii)] hour rest period between shifts is waived.
3. The seven (7) day notice of shift change is waived (Article 16.02).
4. The average hours of work will consist of one hundred and fifty-five (155) averaged over a four (4) week cycle, if work is performed only in the Main Department or one hundred and sixty-eight (168) averaged over a four (4) week cycle, if there is any work performed in the Boiler Plant.
5. Either of the parties to this Letter of Understanding may discontinue this agreement by providing thirty (30) days written notice to the other party of their intention to do so.

ON BEHALF OF THE PALLISER
HEALTH AUTHORITY



DATE: Jan 24, 2002

ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES




DATE: Jan 24/02

LETTER OF UNDERSTANDING #14

BETWEEN

**THE PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

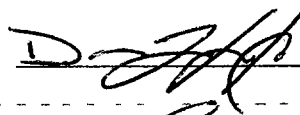
RE: MARKET SUPPLEMENT FOR POWER ENGINEERS - 2nd AND 3rd CLASS

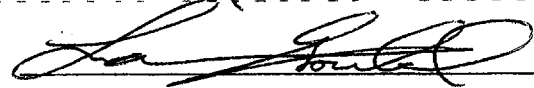
1. Subject to Article 14.07 of the Collective Agreement, the Parties agree to set Out of Schedule wage rates one dollar and seventy-five cents (\$1.75) above the pay rates outlined in the Salary Schedule for Power Engineers 2nd Class and Power Engineers 3rd Class.
2. This Letter of Understanding shall expire on March 31, 2004, or upon ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE PALLISER
HEALTH AUTHORITY

ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES







DATE: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #15

BETWEEN

**THE PALLISER HEALTH AUTHORITY
(Medicine Hat Regional Hospital)**

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: HOUSEKEEPING WEEKEND ONLY PART-TIME STAFF

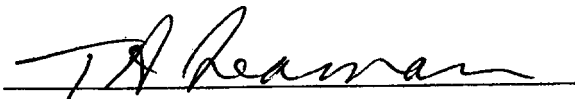
The Parties agree **as** follows:

1. This Letter of Understanding shall apply to Regular Part-Time Housekeeping employees who have regularly scheduled shifts on weekends only.
2. Each Housekeeping employee will be allowed to book off up to six (6) weekends (12 days) per year as unpaid leaves of absence according to the following rules of implementation:
 - (a) For the purposes of this Letter of Understanding:
 - (i) an "increment" is one (1) of the following two (2) calendar month periods: October 1 to November 30, December 1 to January 31, February 1 to March 31, April 1 to May 31, June 1 to July 31, and August 1 to September 30;
 - (ii) a "weekend" shall be a Saturday and a Sunday.
 - (b) Only one (1) weekend can be booked off **as** an unpaid leave of absence per increment.
 - (c) Weekends not booked off in one (1) increment can not be carried forward to be used in a future increment.
 - (d) Four (4) of the six (6) allotted weekends must be booked off as an entire weekend, meaning both Saturday and Sunday. The remaining two (2) weekends can be separated and taken **as** individual days spread over multiple weekends as long as both days are booked within the same applicable increment.
 - (e) The Employer will have the right to deny any leave of absence dependant upon operational requirements.
3. Weekends booked off by Regular employees as part of a vacation request will be given priority over the above noted leaves of absence requests.

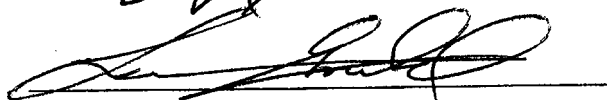
4. This Letter of Understanding shall expire on March 31, 2004, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE PALLISER
HEALTH AUTHORITY

ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES







DATE: Jan 24, 2002

DATE: Jan 24/02

LETTER OF UNDERSTANDING #16

BETWEEN

THE PALLISER HEALTH AUTHORITY

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 189

RE: SEVERANCE


The Parties hereby agree as follows:

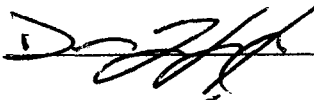
1. In the event the work performed by an employee in the bargaining unit is contracted out in accordance with Article 36 and no alternate employment is found for the affected employee, the employee shall be eligible for severance calculated as follows:
 - (a) The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum of forty (40) weeks.
 - (b) Regular salary = (regularly scheduled hours of work as at the date of application for the program) X (basic rate of pay).
 - (c) Continuous service will be calculated from the last date of hire recognized with the employee's current Employer.
2. The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
3. Regular employees whose application for severance are approved will terminate their employment and have no right to recall under Article 36: Layoff and Displacement Procedure.
4. Employees whose application for severance are approved will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.
5. An employee may be considered for hire by an Employer referred to in point 4 above, provided they repay the Employer from whom severance is received, the difference, if any, between the time they were unemployed and the length of time for which severance was paid.

6. Severance will not be approved if termination of the employee does not directly result in the permanent elimination of the regular employee's full-time equivalency or a comparable full-time equivalency.
7. An Employer will only consider a severance application from an employee on sick leave, WCB or LTD where the employee has provided medical evidence to the Employer that they are fit to return to work.
8. The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.
9. This Letter of Understanding shall expire on March 31, 2004, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE PALLISER
HEALTH AUTHORITY

ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES





DATE: Jan 24, 2002

DATE: Jan 24, 2002