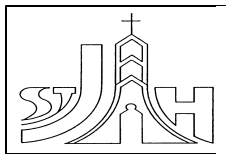


**COLLECTIVE AGREEMENT**

**BETWEEN**

**ST. JOSEPH'S AUXILIARY HOSPITAL**  
(hereinafter referred to as the "Employer")



**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 875**  
(hereinafter referred to as the "Union")



Expires: June 30, 2004

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COLLECTIVE AGREEMENT made this 17<sup>th</sup> day of January, 2002.

**BETWEEN**

**ST. JOSEPH'S AUXILIARY HOSPITAL**  
(hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 875**  
(hereinafter referred to as the "Union")

**PREAMBLE**

Agreeing that the primary purpose of the Employer is to provide quality care with compassion consistent with its mission, it is the intent of the parties to:

- (a) ensure the provisions of the best possible service and care;
- (b) promote the interest of patients, residents, 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 effective from the date of signing up to and including June 30, 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. A part-time employee will work a minimum of three (3) hours per shift.
  - (b) "Relief Employee" shall mean an employee who is hired to fill a position(s) made available as a result of a sickness, injury, approved leave of absence, vacation or Named Holiday, the duration of which is 90 calendar days or less or when a relief Employee is hired for a specific job of 90 calendar days or less. A Relief Employee may work either full-time or part-time hours.
  - (c) "Temporary Employee" is one who is hired on a temporary basis to either replace a regular employee who is on an approved leave of absence or to perform a specific job the duration of which will not be less than 90 calendar days or not more than 180 days. Should the Temporary Employee be required to work beyond the 180 days, the Employer shall request an extension of the time period from the Union.
- 2.02 (a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time employees.
- (b) Relief or Temporary 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 and temporary employees.
- 2.03 "Vacation" means annual vacation with pay.
- 2.04 "Vacation year" means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of

March of the following calendar year.

- 2.05 "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.
- 2.06 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.
- 2.07 "Shift" means a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.
- 2.08 "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.
- 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 The "Employer" shall mean St. Joseph's Auxiliary Hospital.
- 2.12 The "Union" shall mean the Canadian Union of Public Employees, Local 875

### **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 Institution.

- 4.02 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.

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

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

- 5.01 Membership in the Union shall be voluntary on the part of each employee. All employees covered by this Collective Agreement who are members of the Union at the time of signing of this Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain her membership in the Union during the life of this Collective Agreement.
- 5.02 The Employer shall deduct from the wages of employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect in the Institution. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union CUPE Local 875, or as designated by the Union, not later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each employee's name and the amount deducted from each employee.
- 5.03 The Employer will note the individual union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a representative of the Employer may be present at such presentation.

#### **ARTICLE 6: MANAGEMENT RIGHTS**

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

#### **ARTICLE 7: DISCRIMINATION**

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



trade union organizations.

## **ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY**

- 8.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 A hospital Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee (one member for those hospitals with less than one hundred (100) employees in the bargaining unit). This Committee may include representatives from other employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups.
- 8.03 The basic rate of pay will be paid to such employee for time spent in attendance at a meeting of this Committee.
- 8.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 8.06 The Employer will co-operate with the Committee by providing:
- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
  - (b) data pertaining to workplace health and safety conditions;
  - (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the worksite.
- 8.07 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
  - (b) in the development and promotion of measures to protect the safety and health of employees in the Institution and to check the effectiveness of such measures.
- 8.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not

be implemented and adequate steps not taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Governing Board.

- 8.09 An employee's rights shall be respected in accordance with The Occupational Health and Safety Act.
- 8.10 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections, including monitoring.

### **ARTICLE 9: JOB CLASSIFICATION**

- 9.01 The employer shall provide classification criteria for all Classifications listed in the salary appendix.
- 9.02 The purpose of the classification criteria is to provide a guideline for the determination of each employee's classification and shall not be considered as an amendment to the established certificates or as a complete definition of any classification.
- 9.03 **New Classifications**
  - (a) In the event that the Employer creates a new classification which is not listed in the salary appendix the following will occur:
    - (i) The Employer, shall provide classification criteria for the new classification to the Union.
    - (ii) The basic rate of pay for the new classification shall be established by the Employer.
    - (iii) The Employer shall notify the Union 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 Union, the Union 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 Union 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 Union 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 12.02, Step IV - Arbitration.

#### 9.04 **Change to Existing Classifications**

In the event that the Employer changes the Classification criteria in a Classification listed in the Salary appendix the following will occur:

- (a) The employer shall provide the changed classification criteria to the Union.
- (b) If changes to the classification criteria have the effect of significantly altering the core functions of an existing Classification, the Union 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 Union 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 Union 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 Union shall meet to negotiate the basic rate of pay for the Classification for which the classification criteria has been changed;
  - (ii) if a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received notification of the changed classification criteria, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of the basic rate of pay for the Classification for which the classification criteria has been changed, to Arbitration in accordance with Article 12.02, Step IV - Arbitration.

#### 9.05 **Change in Job Content**

In the event the primary functions of a classification listed in the Salary Appendix are changed, the employer shall determine the Classification for such position, subject to an appeal by the incumbent regular employee in accordance with Article 12: Grievance Procedure, commencing at Step II.

#### 9.06 **Classification Adjustment**

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

for the classification to which the position is allocated.

- 9.07 The time limits outlined in Articles 9.03 and 9.04 may be extended by mutual consent in writing between the Union and the employer.
- 9.08 In the event that the Union does not comply with the time limits established in Article 9.03 the basic rate of pay established by the Employer for the new job classification shall prevail.
- 9.09 In the event that the Union does not comply with the time limits established in Article 9.04, the basic rate of pay for the Classification for which the classification criteria has been changed shall prevail.
- 9.10 An Arbitration Board established in accordance with Articles 9.03, 9.04 and 9.05 shall have the authority to deal with the establishment and effective date of a basic rate of pay for a matter that has been referred to the Arbitration Board.

#### **ARTICLE 10: BULLETIN BOARDS**

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

#### **ARTICLE 11: SHOP STEWARDS**

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

#### **ARTICLE 12: GRIEVANCE PROCEDURE**

- 12.01 A grievance shall be defined as any difference arising out of interpretation,

application, administration or alleged violation of this Collective Agreement.



## 12.02 **Settling of Disputes and Grievances**

An employee or the Local Union shall have the right at any time to have the assistance of a Union Representative.

### **Step I**

- (a) An employee who believes that she has a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with her immediate supervisor within seven (7) days of the date she first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an employee normally receives her work assignments. The employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with her immediate supervisor. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The immediate supervisor shall advise the employee of her decision within seven (7) days of the date the matter was first discussed.
- (b) In the event that the difference affects two (2) or more employees, those so affected, or the Union, within fourteen (14) days of the date they first became aware of or reasonably should have become aware of the occurrence, may make a written request to the Department Head that the grievances be grouped and dealt with as a single grievance commencing at Step II. A request to group such grievances will not be unreasonably denied.
- (c) In the event an employee alleges that she has been dismissed or suspended without just cause, she may commence her grievance at Step III, within fourteen (14) days of the occurrence.

### **Step II**

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

### **Step III**

If the grievance is not settled under Step II above, the Union shall, submit the grievance in writing to the Executive Director or Administrator, within seven (7) days of receipt of the decision of the Employer under Step II, and the Administrator shall render a decision to the Union in writing within seven (7) days.

### **Step IV - Arbitration**

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

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

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

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

12.06 **Policy Grievance**

- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within seven (7) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
- (b) A policy grievance involving only one (1) department may be submitted at Step II. A policy grievance involving more than one (1) department may be submitted at Step III.

12.07 **Replies in Writing**

Except for Step I, replies to grievances shall be in writing at all stages.

12.08 **Facilities for Grievances**

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

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

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

**ARTICLE 13: PROBATION PERIOD**

13.01 A newly hired regular employee shall serve a probation period. If such employee is determined by the Employer to be unsatisfactory, she may be dismissed at any time during the probationary period with written notice and without recourse to the grievance procedure for such dismissal. The union will be notified of this dismissal.

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

13.03 A regular employee shall have her progress reviewed after 232.5 hours worked of her probationary period and a union steward may be present during the review. If the Employer notes significant performance issues with the employee, the union will be notified prior to the progress review taking place.

13.04 (a) The probation period for a regular employee consists of five hundred and three and three quarter (503.75) hours worked from the date the last period of continuous employment commenced.

(b) The probation period may be extended by an additional two hundred and thirty-two (232.5) hours or less for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer, and the Union. When an extension is required the reason for the extension will be conveyed to the employee in the presence of her Union Steward.

**ARTICLE 14: SALARIES**

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

14.02 (a) Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salaries Appendix upon completion of 2022.75 hours worked, and then shall

receive further Pay Step advancements, if applicable, based upon completion of 1813.50 hours worked at each subsequent Pay Step in the pay range.

- 14.03 (a) When a regular employee achieves a position in a classification with the same end rate as her present classification, such employee shall move to the Pay Step which has a rate which is equal to her present basic rate of pay, or if there is no such Pay Step, she shall move to the Pay Step that has a basic rate of pay that is next higher to her present basic rate of pay.
- (b) When a regular employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the employee has not yet achieved "Pay Step 2" in her present pay range, she shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" as soon as she completes 2022.75 hours worked (inclusive of those hours worked in her former classification); however, if "Pay Step 1" of the higher pay range is less than "Pay Step 1" in her present pay range, she shall be advanced to the next Pay Step that provides her with an increase in her basic rate of pay.
- (c) When a regular employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the employee has achieved "Pay Step 2" or greater in the pay range for her present classification, she shall advance to "Pay Step 2" in the higher pay range, however, if "Pay Step 2" in the higher pay range has a basic rate of pay less than the employee's current basic rate of pay, she shall be advanced to the next Pay Step that provides her with an increase in her basic rate of pay.
- (d) When a regular employee achieves a position in a classification with an end rate that is less than her present classification, she shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in her present basic rate of pay.

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

#### **ARTICLE 15: PAYDAYS**

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

#### **ARTICLE 16: HOURS OF WORK**

- 16.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.
- 16.02 Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance.
- (a) When a change is made in the regular employee's scheduled work days the employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days' notice, the regular employee shall be paid at one and one-half times (1 1/2X) the basic rate of pay for all hours worked on the first shift of the changed schedule.
- (b) A copy of each unit/department schedule shall be provided to the Union upon the completion of the schedule.
- 16.03 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 16.04 In the event a regular employee reports for work as scheduled and is requested by the Employer to report for a later shift, the regular employee shall be compensated by payment of three (3) hours' pay at her basic rate of pay.
- 16.05 **Full-Time Employees**
- (a) Normal hours of work, exclusive of meal periods, for regular full-time employees, 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) 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.
- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular full-time employees shall provide for:
- (i) not more than two (2) different shift starting times between scheduled days off;
- (ii) days off to be consecutive;

- (iii) not more than six (6) consecutive days of work without receiving her days off;
  - (iv) at least fifteen and one-half (15 ½) 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.
- (d) All full-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 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.

#### 16.06 **Part-Time Employees**

- (a) Hours of work for regular part-time employees, shall be:
- (i) up to seven and three-quarter (7 ¾) hours in any one (1) day, exclusive of meal periods;
  - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen (14) calendar days.
- (b) 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.
- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular part-time employees shall provide for:
- (i) not more than two (2) different shift starting times between days off;
  - (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days;
  - (iii) not more than six (6) consecutive days of work without receiving her days off;
  - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours

between scheduled shifts;

- (v) no split shifts; and
  - (vi) excepting part-time employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular part-time employees who perform the work involved.
- (d) All part-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 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.
- (e) Regular part-time employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor bi-weekly by submitting a written availability request form. These additional hours of work shall be distributed as follows:
- (i) First to the part-time employees on the unit or department where the additional hours are available.
  - (ii) Next to the part-time employees from other unit(s) or department(s).
  - (iii) Next to relief employees.
  - (iv) Such additional hours of work shall be divided as equally as possible among the part-time employees making the request.

The provisions of this clause, 16.06 (e), are subject to operational requirements.

- (f) The basic rate of pay will prevail for additional hours of work assigned to a regular part-time employee beyond her scheduled hours provided:
- (i) she accepts the assignment;
  - (ii) the hours worked do not exceed seven and three-quarter (7 3/4) hours per day;
  - (iii) the hours worked do not exceed seventy-seven and one-half (77 1/2) hours over a period of fourteen (14) calendar days;
  - (iv) the part-time employee does not work in excess of six (6) consecutive days without days off;
  - (v) the part-time employee does not work in excess of ten (10) days in a

fourteen (14) day period; and

- (vi) if the hours worked would constitute a split shift, the call-back provisions of Article 19 will apply.

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

### **ARTICLE 17: OVERTIME**

17.01 The Employer shall determine when overtime is necessary and for what period of time it is required. 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 three (3) hours and 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.

17.04 Overtime shall be shared as equally as possible amongst regular 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 three (3) hours and two times (2X) the basic rate thereafter for hours worked on each such day.

17.06 (a) A full-time employee may request time off in lieu of overtime worked to be taken in conjunction with her annual vacation by mutual agreement. Such time off shall be equivalent to actual time worked and adjusted by the applicable overtime rate.

(b) A part-time employee may request time off in lieu of overtime worked. Such time off will be taken at a time mutually agreed to by the Employer and the part-time employee. Such time off shall be equivalent to the actual time worked and adjusted by the applicable overtime rate.

(c) In the event mutual agreement between the regular 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.



(d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.

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

#### **ARTICLE 18: ON-CALL**

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

#### **18.02 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 0001 hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

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

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

#### **ARTICLE 19: CALL-BACK**

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

#### **19.02 Full-Time Employees**

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

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

### **19.03 Part-Time Employees**

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

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

## **ARTICLE 20: PYRAMIDING**

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

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

## **ARTICLE 21: SHIFT PREMIUM**

21.01 Effective July 1, 2002, shift premium of one dollar and fifty cents (\$1.50) per hour will be paid to an employee working a shift wherein the majority of hours worked in such shift worked is between 1800 hours and 0700 hours.

21.02 Effective June 30, 2004 a shift premium of one dollar and fifty cents (\$1.50) per hour will be paid to an employee working a shift whereby the majority portion of such shift worked is between 1500 hours and 0700 hours.

## **ARTICLE 22: WEEKEND PREMIUM**

22.01 Effective July 1, 2002, 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 forty-eight (48) hour period commencing at 0001 hours on a Saturday.

## **ARTICLE 23: TRANSPORTATION ALLOWANCE**

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

23.02 **Full-Time Employees**

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

### 23.03 **Part-Time Employees**

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

### **ARTICLE 24: ANNUAL VACATION**

- 24.01 (a) Regular employees shall be granted the vacation period preferred by them at such time as may be mutually agreed upon by the Employer and the regular employee. The Employer shall post a vacation planner twelve (12) weeks prior to the commencement of the facility's vacation year as defined in Article 2.04. Preference as to vacation dates shall be determined by length of continuous service in the regular employee's particular department and classification, or as may be mutually agreed upon between the Employer and the Union. Any regular employee who fails to indicate a vacation choice by two (2) weeks prior to the commencement of the facility's vacation year will have waived her right to choose her vacation period over other employees. For the purpose of this sub-clause, a regular employee's continuous service in a department and classification shall continue to accrue during layoff and authorized leaves of absence.
- (b) A regular employee shall be entitled to an unbroken period of vacation equal to her entire vacation entitlement unless otherwise mutually agreed between the Employer and the regular employee.
- (c) A regular employee who chooses to take her vacation in broken periods shall be allowed to exercise her preference as to choice of vacation dates for only one (1) vacation period which falls in whole or in part during the period June 1 to August 31 inclusive, except where such vacation periods are not requested by other regular employees.
- 24.02 No regular employee may continue to work and draw vacation pay in lieu of taking her vacation.
- 24.03 Vacation earned in one (1) employment year shall be taken within the following vacation year and may not be divided into more than two (2) periods, except with the approval of the Employer. If a regular employee makes a request to divide her vacation into more than two (2) periods, such request shall be considered by the Employer.
- 24.04 There shall be no carryover of vacation from one (1) vacation year to the next, nor shall vacation from one (1) vacation year be taken consecutively with vacation in the ensuing vacation year, except with the approval of the Employer.

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

24.06 Upon written request of not less than four (4) weeks prior to the commencement of a vacation period, a regular full-time employee shall be paid vacation pay at the current rate in the Collective Agreement, at least one (1) day and not more than two (2) weeks before the commencement of the employee's annual vacation.

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

24.08 **Vacation Entitlement**

(a) **Full-Time Employees**

During each year of continuous service in the employ of the Employer, regular full-time employees shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the employee and the total length of such service as follows:

- (i) during the first (1st) to second (2<sup>nd</sup>) years of such employment an employee earns a vacation of fifteen (15) working days; or
- ii) during the third (3<sup>rd</sup>) to fourteenth (14th) years of such employment an employee earns a vacation of twenty (20) working days; or
- (iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment an employee earns a vacation of twenty-five (25) working days; or
- (iv) during the twenty-fifth (25th) and subsequent years of such employment an employee earns a vacation of thirty (30) working days.

(b) **Vacation Entitlement for Part-Time Employees**

Vacation entitlement for regular part-time employees, shall be in accordance with the following formula:

<b>Hours worked as a regular employee as defined in Article 22.03</b>	<b>X</b>	<b>The applicable % as outlined below</b>	<b>=</b>	<b>Number of hours of paid vacation time to be taken</b>
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- (i) six percent (6%) during the first (1st) to second (2nd) continuous years of employment; or
- (ii) eight percent (8%) during the third (3<sup>rd</sup>) to fourteenth (14<sup>th</sup>) continuous years of employment; or
- (iii) ten percent (10%) during the fifteenth (15<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) continuous years of employment; or
- (iv) twelve percent (12%) during the twenty-fifth (25<sup>th</sup>) and subsequent continuous years of employment.
- (v) During the twenty-fifth (25<sup>th</sup>) and subsequent years of such employment an employee earns a vacation time of forty-two (42) calendar days.

**(c) Cessation of Vacation Accrual**

There shall be no accrual of vacation entitlements during:

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

24.09 Subject to the mutual agreement in writing between the Employer and the employee, and only upon the employee's request, a regular part-time employee who is entitled to take greater than twenty-one (21) calendar days of vacation time in a vacation year, may be permitted to waive a portion of her vacation time entitlement which exceeds twenty-one (21) calendar days. In no circumstances, however, shall the Employer permit such employee to take less than twenty-one (21) calendar days of vacation time.

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

**ARTICLE 25: NAMED HOLIDAYS**

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

New Year's Day  
Alberta Family Day  
Good Friday  
Victoria Day

August Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day

Boxing Day

Canada Day

Christmas Day

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

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

In addition to the foregoing Named Holidays, full-time employees who are in the employ of the Employer on January 1<sup>st</sup> of each calendar year shall be granted an additional "floater" holiday to be taken in that calendar year. The "floater" shall be taken at a time to be mutually agreed upon by the Employer and the employee.

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

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

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

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

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

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

25.05 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) day's regular pay in lieu of the Named Holiday.

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

a) by mutual agreement a day off with pay added to the full-time employee's next annual vacation; or

(b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) calendar days, either before or after the Named Holiday; or

(c) one (1) regular day's pay in lieu of the Named Holiday.

25.07 When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day 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.

25.08 **Part-Time Employees**

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

(b) Part-time employees shall be paid, four 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.

**ARTICLE 26: SICK LEAVE**

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

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

26.03 Sick leave credits shall not accrue during:



- (a) any period of sick leave in excess of thirty (30) calendar days; or
  - (b) a layoff; or
  - (c) a leave of absence without pay which is in excess of thirty (30) calendar days; or
  - (d) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 26.04 (a) For the first four (4) incidents of sick leave in a contract year (April 1 - March 31), a regular employee granted sick leave shall be paid for the period of such leave at her basic rate of pay; and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the regular employee's accumulated credits at the time sick leave commenced; and
- (b) For the fifth (5th) and subsequent incidents of sick leave in a contract year, a regular employee granted sick leave shall be paid for the second (2nd) and subsequent days of such leave at her basic rate of pay; and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the regular employee's accumulated credits at the time sick leave commenced.
- (c) In the use of clauses 26.04 a) and 26.04 b), a defined course of medical treatment may be considered as a single incident by the employer depending on the medical evidence.
- 26.05 When an employee is required to travel for the purpose of medical referral and/or treatment and is unable to schedule such time outside of her work hours, she shall have the right to utilize sick leave credits for such absence, provided such employee notified the Employer as soon as possible in advance of the appointment and provided, that she submits satisfactory proof of attendance at such appointment when required by the Employer to do so.
- 26.06 Regular employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.
- 26.07 When a regular employee has accrued the maximum sick leave credits she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 26.08 An employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay for the duration of the illness or as provided below. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with fourteen (14) days' notice of readiness to return to work:
- (a) an employee who is capable of performing the duties of her former classification

shall be reinstated by the Employer in the same classification which she held immediately prior to her absence;

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

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

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

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

26.11 **Full-Time Employees**

Sick leave credits for a full-time employee shall be earned and computed at the rate of one and one-half (1 ½) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

26.12 **Part-Time Employees**

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

i.e. Hours worked = Sick Leave Credit Hours

$$168 = 12$$

$$252 = 12$$

$$336 = 24$$

$$503 = 24$$

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

to utilize sick leave credits for such assignment.

**26.13 Illness in the Immediate Family**

If an employee is unable to report to work as the result of illness in the immediate family requiring the employee's personal attention, she shall inform the Employer with as much advance notice as possible. The Employee may use either vacation days, accrued lieu time, or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed three (3) working days per year. The Employee may be required to submit satisfactory proof of illness.

"Immediate family" shall mean the parents of the employee and the employee's spouse and dependant children.

**ARTICLE 27: WORKERS' COMPENSATION**

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

**ARTICLE 28: HEALTH BENEFITS**

- 28.01 When the enrollment and other requirements of the insurer(s) have been met, the

Employer shall take steps to contract for and implement the following group plans:

- (a) A Supplementary Health Benefits Plan, or equivalent.
- (b) A 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, subject to the Insurance Underwriter Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person;
- (c) Alberta Health Care Insurance Plan;
- (d) A Benefit Plan, 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, for the maximum of sixty (60) months.
- (e) At the Employers' option, a "UIC SUB Plan" to supplement an eligible employee's Unemployment Insurance to meet the Employer's obligation to provide benefit payments to an employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.

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

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

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

28.04 **Benefit Plan Premiums**

Effective January 17, 2002, the Employer shall implement these plans with the

premium costs being shared seventy percent (70%) by the Employer and thirty percent (30%) by the regular employee.

### **Part-Time Employees**

28.05 Subject to the preceding provisions where it is anticipated that a part-time employee will work a minimum of twenty (20) hours per week, averaged over a calendar year she shall participate in the Health Benefits Plans.

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

### **ARTICLE 29: PENSION PLAN**

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

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

### **ARTICLE 30: LEAVES OF ABSENCE**

#### **30.01 Applications**

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

#### **30.02 Leave - Union Business**

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

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

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

(b) Regular employees who are elected to public office shall be allowed leave of

absence without pay but with no loss of seniority during their term of office.

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

### 30.05 **Maternity Leave**

- (a) A regular employee who has completed twelve (12) months continuous employment shall, upon her written request at least one (1) month in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the employee, provided that she commences maternity leave not later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, UIC SUB Plan Benefits or LTD. Maternity Leave shall be without loss of seniority. The total period of maternity leave shall not exceed nine (9) months unless mutually agreed between the Employer and employee.
- (c) A regular employee on maternity leave shall provide the Employer with one (1) month's written notice of readiness to return to work at which time the Employer will reinstate the regular employee in the same classification held by her immediately prior to taking maternity leave and at the same basic rate of pay.

### 30.06 **Adoption Leave**

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

### 30.07 **Court Appearance**

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

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

(b) Notwithstanding paragraph (a) above, the Employer will continue to pay their cost-share of health benefit premiums during any leave of absence which occurs for the period of time between the expiry of sick leave and the potential commencement of Long-Term Disability.

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

**ARTICLE 31: BEREAVEMENT**

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

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

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

31.03 In the event of a death of another relative or close friend, the Employer may grant time off to attend the funeral services. Pay for the time off may be requested from either vacation days, accrued lieu time, or the employee may request an unpaid leave of absence for the hours not worked.

**ARTICLE 32: LOCKERS**

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

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

- 33.01 In filling a new position or a vacancy, appointments shall be made with the following determining factors; skill, knowledge, experience, work record and work-related attitude. Where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor. The determining factor for the new position or vacancy shall be consistent with the responsibilities specified in the job description.
- 33.02 (a) Vacancies for Regular or Temporary Positions shall normally be posted for seven (7) calendar days as a general posting through the hospital.
- (b) Relief positions of estimated periods of more than 90 calendar days duration shall be posted in accordance with Article 33.02(a), as a Temporary Position.
- (c) The Employer may limit subsequent postings for a vacancy to two (2) postings.
- (d) A copy of all postings shall be forwarded to the designated Officer of the Union, once appointment has been made.
- (e) An employee off work for ninety (90) calendar days or more shall give the employer fourteen (14) days notice of their intent to return to work.
- 33.03 Requests for transfer or applications for vacancies shall be in writing according to the procedures established in the Facility. Facilities will be provided to accept applications for posted positions at any time within the seven (7) calendar day posting period.
- 33.04 In accordance with the Article 33.01, the following order for consideration of applicants shall apply:
- (a) the employees who are covered by this Collective Agreement;
- (b) all other applicants
- 33.05 When a vacancy is posted and circumstances require the Employer to fill a vacancy before the expiration of the seven (7) calendar day posting period, or prior to the availability of a qualified applicant, the appointment shall be made on a temporary basis only. The Employer shall fill such vacant position on a permanent basis as soon as a qualified applicant becomes available.
- 33.06 (a) A copy of all postings shall be forwarded to the designated Officer of the Union, and when the appointment has been made, the designated Officer will be notified of the appointee's name and the Department concerned.
- (b) Employees who are applicants for postings shall be informed in writing of their acceptance or rejection within seven (7) calendar days of the date of appointment.
- 33.07 A regular employee who is the successful applicant of a posting shall be considered on a trial period in her new position for three hundred and ten (310) hours worked following the date of appointment. During this trial period the employee may choose



to return or the Employer may direct the regular employee to return to her former position and basic rate of pay without loss of seniority.

**33.08 Relief and Temporary Appointments**

(a) The benefit status of a regular employee filling a relief or temporary vacancy shall be as follows:

- (i) an employee who was receiving benefits prior to the relief or temporary position will continue to receive benefits in accordance with Article 28;
- (ii) an employee who was not receiving benefits prior to the relief or temporary 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 or temporary position shall maintain and continue to accrue seniority in accordance with Article 35, and shall revert back to her former position upon completion of the relief position.

**33.09** (a) When the Employer designates a regular employee to substitute on a position in a classification with a greater end rate and such assignment is for at least two (2) hours in any one (1) shift, she shall be paid, in addition to her basic rate of pay, an amount equal to:

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

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

(b) When the Employer designates a regular employee to temporarily substitute on a position in a classification with a lesser end rate, she shall continue to receive her previous basic rate of pay for the full period of time she is substituting in the lower paid classification.

(c) When a regular employee agrees to substitute on another position outside of this Collective Agreement, the regular employee will receive, in addition to her basic rate of pay, an amount commensurate with the additional responsibilities.

**ARTICLE 34: DISCIPLINE, DISMISSAL & RESIGNATION**

- 34.01 (a) Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- (b) Copies of all disciplinary notices shall be forwarded to the Union. Regular employees shall be given the opportunity to sign disciplinary notices as having been read.
- (c) An employee shall have the right to have a Shop Steward or Local Union Officer present 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 A regular employee absent for three (3) days without notifying the Employer shall be considered to have vacated her position unless, in the opinion of the Employer, such notification was not possible.
- 34.03 Upon service of at least one (1) day's notice an employee shall have the right to view her personnel file once each year or when the employee has filed a grievance. An employee shall be given a copy of the contents of her personnel file provided that she first pays to the Employer, a fee to cover the cost of the copying, such fee to be determined by the Employer.
- 34.04 Fourteen (14) calendar days' notice in writing, shall be given by a regular employee resigning from the employ of the Employer.

### **ARTICLE 35: SENIORITY**

- 35.01 "Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire and shall continue to accrue during periods of layoff as specified in Article 35.02 and authorized leave of absence.
- 35.02 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire when:
- (a) the employment relationship is terminated by either the Employer or the regular employee;
- (b) twenty-four (24) months has expired following layoffs, during which time the regular employee has not been recalled to work;
- (c) a regular employee does not return to work on recall.
- 35.03 An up-to-date seniority list shall be sent to the Union in January of each year and when any regular employee is served notice of layoff and such list shall indicate each employee's classification.

- 35.04 Any Relief or Temporary employee achieving a regular position shall have seniority credited back to the employee's date of hire as a Relief or Temporary employee. At no time will the date of hire be established earlier than April 1, 1995. No seniority shall be credited for time prior to a break in active employment of ninety (90) calendar days or more.
- 35.05 In the event seniority dates are the same, the employee with the earliest dated letter of hire shall be deemed to have the most seniority. In the event that employees with the same seniority dates also have letters of hire with the same dates, the employee with the earliest dated application shall be deemed to have the most seniority. In the event the tied seniority cannot be resolved in this manner, the tie shall be resolved by a coin toss.

### **ARTICLE 36: LAYOFF AND DISPLACEMENT PROCEDURE**

- 36.01 Prior to implementation of the provisions of this Article the Employer will meet with the Union to inform the Union of the Employer's intentions. The Union shall be notified of layoffs, displacements and reassignments as they occur.
- 36.02 For the purpose of this Article, "paygrade" shall mean classifications with the same maximum rate of pay.
- 36.03 (a) If a regular employee is removed from her position, such employee shall be eligible to displace in accordance with Article 36.03(b) and (c), subject to the following conditions:
- (i) the removed employee has the required qualifications to perform the duties of the position in that paygrade;
  - (ii) the position in that paygrade will not be deleted within sixty (60) calendar days;
  - (iii) the employee to be displaced has less seniority;
  - (iv) If an employee chooses not to fill a vacant position, the employee will have no further option to displace another employee.
- (b) In the event a regular full-time employee is removed from her position subject to Article 36.03(a), she will have the option to fill one of the following positions:
- (i) a vacant full-time position in the same paygrade;
  - (ii) displace the least senior full-time employee in the same paygrade;
  - (iii) a vacant full-time position in a lower paygrade;
  - (iv) displace the least senior full-time employee in a lower paygrade; or

- (v) exercise her 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 Articles 36.03 (b), subject to Article 36.03 (a), such regular employee will have the option to fill the following positions:
- (i) a vacant benefit-eligible part-time position in the same paygrade;
  - (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;
  - (iv) displace the least senior benefit-eligible part-time employee in a lower paygrade;
  - (v) a vacant part-time position in the same paygrade;
  - (vi) displace the least senior part-time employee in the same paygrade;
  - (vii) a vacant part-time position in a lower paygrade;
  - (viii) displace the least senior part-time employee;
  - (ix) or 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 she worked her regular hours of work in the fourteen (14) calendar day period. If such employee is assigned duties other than those normally connected with the classification in question during the notice period, the employee shall not be paid less than the amount of wages she would have been entitled to receive had such employee not been provided with an opportunity to work during the notice period.
- (b) Notice of re-assignment or layoff shall be in writing and shall be served either in person or by double registered letter directed to the employee's last known address. Re-assignment or layoff notices served by double registered letter shall be considered served effective the date of registration with the postal services or,

if served in person shall be considered served effective the date of receipt by the employee.

- (c) (i) A displaced regular employee with a choice of positions to fill shall have a maximum of forty-eight (48) hours from the receipt of such notice to provide the Employer with written notice of her choice of the re-assignment. An employee who fails to provide the Employer with such written notice within the prescribed time limits shall then be reassigned by the Employer.
- (ii) If more than one (1) 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 **or Temporary** employee, such employee shall be governed by the Collective Agreement provisions applicable to a relief employee, however, such employee's seniority standing shall not be affected by the period of relief employment.

#### **36.06 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 36.06(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 A regular employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the regular employee has seniority rights. Failure by the regular employee to submit the premium payments will result in the Employer discontinuing premium payments for that employee.

36.08 The operation of Article 36 shall not be construed as a violation of Articles 16 and 33.

### **ARTICLE 37: RELIEF OR TEMPORARY EMPLOYEES**

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

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

37.03 Relief or Temporary employees shall be paid four decimal six percent (4.6%) of their earnings at the basic rate of pay and of their vacation pay in lieu of Named Holidays.

37.04 Relief or Temporary employees shall be paid in addition to their earnings at the basic rate of pay:

(a) six percent (6%) of their earnings at the basic rate of pay during the first and subsequent employment years; or

(b) eight percent (8%) of their earnings at the basic rate of pay during the fourth and subsequent employment years if applicable;

in lieu of vacation.

37.05 Relief or Temporary employees shall be allowed:

(a) twenty-one (21) calendar days off without pay for their vacation after two (2) years of employment; or

(b) twenty-eight (28) calendar days off without pay for their vacation after four (4) years of employment, if applicable.

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

37.07 Relief or Temporary employees are not entitled to participate in the Health Benefits Plan.

37.08 (a) A Relief or Temporary employee who has completed her shift and is called back

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

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

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

- (i) All authorized overtime worked in excess of and in conjunction with seven and three-quarter ( $7 \frac{3}{4}$ ) hours per day shall be paid at the rate of one and one-half times ( $1 \frac{1}{2}X$ ) the basic rate of pay for the first three (3) hours and two times ( $2X$ ) the basic rate of pay thereafter; or
- (ii) All overtime worked in excess of seventy-seven and one-half ( $77 \frac{1}{2}$ ) hours in a fourteen (14) calendar day period shall be paid at one and one-half times ( $1 \frac{1}{2}X$ ) the basic rate of pay;

whichever is greater.

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

- (c) (i) On-call duty shall mean any period during which a Relief or Temporary 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 or Temporary employee shall be paid the sum of one dollar and twenty-five cents (\$1.25) per hour except that on Named Holidays she shall be paid the sum of one dollar and seventy five cents (\$1.75) per hour. A Named Holiday shall run from 0001 hours on the Named Holiday to 2400 hours of the same day.

(iii) A Relief or Temporary Employee who is called back to work during the on-call

period shall not be paid for those hours worked during the on-call period in accordance with Article 37.09(c)(ii), but shall be paid for the hours worked during the on-call period in accordance with the call-back provision of Article 37.15.

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

(d) When a Relief or Temporary employee is regularly scheduled, she shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.

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

37.11 Relief or Temporary employees do not accumulate seniority.

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

37.13 A Relief or Temporary employee who has initiated a grievance shall have access to review her personnel file upon service of at least one (1) day's notice.

37.14 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 20, 21, 22, 32, and 38 shall apply to Relief or Temporary employees.

37.15 A Relief or Temporary employee who is employed in a regularly scheduled full-time or part-time capacity and who is called back and required to return to work outside of her regular hours shall be paid for any one (1) call at either:

(a) the overtime rate as specified in Article 37.09(a);

(b) four (4) hours at the basic rate of pay

whichever is greater.

37.16 The provisions of Article 16.01 through 16.04, and 16.07 apply to Relief or Temporary employees employed in a regularly scheduled full-time or part-time capacity and:

(a) the provisions of Article 16.05 apply to Relief or Temporary employees who are employed in a regularly scheduled full-time capacity.

(b) the provisions of Article 16.06 apply to Relief or Temporary employees who are employed in a regularly scheduled part-time capacity.

37.17 Relief or Temporary employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods,



starting times, quitting times, or taken together except by mutual agreement of the employee and the Employer.

**ARTICLE 38: COPIES OF COLLECTIVE AGREEMENT**

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

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

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

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

**ON BEHALF OF THE ST. JOSEPH'S  
AUXILIARY HOSPITAL**

**ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES,  
LOCAL 875**

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

**DATE:**

**IN WITNESS WHEREOF the Parties hereto have caused those presents to be**

**executed by their duly authorized officers in their behalf of the day and year first above written.**

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

	Date Effective	Pay Steps					
		1	2	3	4	5	6
<b>CLERICAL GROUP</b>							
1.1 Unit Clerk	September 1, 2001	9.92	10.79	11.67	12.52	13.39	
	July 1, 2002	10.55	11.48	12.42	13.32	14.25	
	July 1, 2003	10.92	11.88	12.85	13.79	14.75	
<b>FOOD SERVICES GROUP</b>							
2.1 Hospitality Aide	September 1, 2001	8.66	9.48	10.28	11.09	11.90	
Food Services Aide	July 1, 2002	9.22	10.10	10.95	11.81	12.68	
	July 1, 2003	9.42	10.31	11.18	12.06	12.94	
2.2 Food Services Attendant	September 1, 2001	9.73	10.56	11.38	12.22	13.04	
	July 1, 2002	10.35	11.23	12.10	12.99	13.87	
		10.53	11.42	12.31	13.22	14.11	
2.4 Cook I	September 1, 2001	11.80	12.72	13.65	14.55	15.48	
	July 1, 2002	12.53	13.50	14.49	15.45	16.44	
	July 1, 2003	12.92	13.92	14.94	15.93	16.94	
<b>CLEANING GROUP</b>							
3.1 Housekeeping Aide	September 1, 2001	8.66	9.48	10.28	11.10	11.90	
	July 1, 2002	9.22	10.10	10.95	11.82	12.68	
	July 1, 2003	9.42	10.31	11.18	12.07	12.94	
3.2 Housekeeping Attendant	September 1, 2001	9.73	10.56	11.38	12.22	13.04	
Laundry Worker	July 1, 2002	10.35	11.23	12.10	12.99	13.87	
	July 1, 2003	10.53	11.42	12.31	13.22	14.11	

**MEDICAL SUPPORT GROUP**

4.1 Pharmacy Assistant	September 1, 2001	10.49	10.99	11.49	11.98	12.47	12.96
	July 1, 2002	11.35	11.89	12.43	12.96	13.49	14.02
	July 1, 2003	11.78	12.34	12.90	13.45	14.00	14.55
4.2 Therapy Assistant	September 1, 2001	12.80	13.49	14.17	14.85	15.52	
	July 1, 2002	14.96	15.59	16.21	16.85	17.54	18.14
	July 1, 2003	15.52	16.17	16.82	17.48	18.20	18.82
4.3 Activities Convenor	September 1, 2001	13.44	13.89	14.44	14.90	15.36	
	July 1, 2002	14.27	14.88	15.49	16.09	16.70	17.28
	July 1, 2003	14.81	15.44	16.07	16.69	17.33	17.93
4.4 Nursing Attendant Therapy Aide	September 1, 2001	10.49	10.99	11.49	11.98	12.47	12.96
	July 1, 2002	11.82	12.39	12.95	13.50	14.05	14.61
	July 1, 2003	12.13	12.71	13.29	13.85	14.42	14.99

**MATERIALS AND  
SUPPLY  
MANAGEMENT  
GROUP**

5.1 Service Attendant Porter	September 1, 2001	9.73	10.56	11.38	12.22	13.04	
	July 1, 2002	10.35	11.23	12.10	12.99	13.87	
	July 1, 2003	10.53	11.42	12.31	13.22	14.11	
Stores/Purchasing Attendant	September 1, 2001	11.94	12.96	13.96	15.00	16.00	
	July 1, 2002	12.70	13.78	14.84	15.96	17.01	
	July 1, 2003	12.99	14.10	15.19	16.32	17.40	

**MAINTENANCE AND TRADES GROUP**

6.1 Maintenance Worker I	September 1, 2001	9.57	10.42	11.30	12.15	13.01	
	July 1, 2002	10.18	11.08	12.02	12.92	13.84	
	July 1, 2003	10.44	11.36	12.32	13.25	14.19	
Maintenance Worker II	September 1, 2001	11.38	11.95	12.50	13.63	15.02	
	July 1, 2002	12.09	12.69	13.28	14.48	15.96	
	July 1, 2003	12.45	13.08	13.68	14.91	16.43	

Maintenance Worker III	September 1, 2001	13.47	14.02	14.58	15.71	17.29
	July 1, 2002	14.82	15.42	16.04	17.28	19.02
	July 1, 2003	15.37	16.00	16.64	17.93	19.73

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**ST. JOSEPH'S AUXILIARY HOSPITAL**  
(hereinafter referred to as the "Employer")

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 875**  
(hereinafter referred to as the "Union")

**RE: ARTICLE 27 - WORKERS' COMPENSATION**

In the event the Federal Government changes the non-taxable status of Workers' Compensation payments, the Parties agree the following clause will be reinstated into the Collective Agreement:

27.06 (a) An employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full salary at the basic rate of pay provided she assigns over to the Employer on proper forms the monies due to her from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an employee is off work due to an accident within the meaning of the Workers' Compensation Act. Employees shall only receive full salary at the basic rate of pay to the extent that one-tenth (1/10th) day can be deducted from accumulated sick leave credits.

(b) On or after three (3) complete calendar months following the date of ratification of this Collective Agreement, an employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall continue to receive full net take home pay. The WCB supplement

paid by the Employer (i.e. top-up) shall be calculated at the basic rate of pay for regularly scheduled hours of work less any statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:

- (i) the employee assigns over to the Employer, on proper forms, the monies due to her from the WCB for time lost due to an accident; and
  - (ii) the employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10th) day and not greater than one-fifth (1/5th) day, can be charged against such sick leave credits for each day an employee is off work due to accident within the meaning of the WCB Act. In the event that a regular part-time employee is utilizing accumulated sick leave credits to access the WCB supplement paid by the Employer (i.e. top-up), such sick leave credits shall be deducted based on the employee's regularly scheduled hours of work; and
  - (iii) the employee keeps the Employer informed regarding the status of her WCB claim and provides any medical or claim information that may be required by the Employer to determine the employee's ability to perform the work the Employer may have available.
- (c) Subject to the provisions of Article 14.05, the Parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the WCB.
- (d) An employee who is in receipt of Workers' Compensation Benefits and who is not eligible to receive the WCB Supplement pursuant to Article 27.06(b) shall be deemed to be on a leave of absence without pay.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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

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

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**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**ST. JOSEPH'S AUXILIARY HOSPITAL**  
(hereinafter referred to as the "Employer")

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 875**  
(hereinafter referred to as the "Union")

**RE: ARTICLE 28.05 - HEALTH BENEFITS**

The Parties agree to the following:

1. A regular part-time employee in the employ of the Employer prior to July 22, 1995 working fifteen (15) or more hours per week but less than twenty (20) hours per week and who qualifies for health benefits, will continue to receive benefits coverage as outlined in Article 28. Health benefit coverage will continue until the employee transfers out of their current position, retires, or has their employment terminated at which time eligibility for Health Benefits will be in accordance with the terms of the current Collective Agreement.

UNION

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE

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

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**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**ST. JOSEPH'S AUXILIARY HOSPITAL**  
(hereinafter referred to as the "Employer")

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 875**  
(hereinafter referred to as the "Union")

**RE: ARTICLE 36 - SUB-CONTRACTING**

The Parties agree to the following:

1. There will be no sub-contracting of the work currently performed within the Bargaining Unit.
2. The Letter of Understanding does not prevent sub-contracting due to:
  - (i) attrition;
  - (ii) the performance of extra work required by the Employer provided the performing the aforementioned work does not reduce the hours of work or pay of any regular employee.
3. This Letter of Understanding will not operate as an impediment to regionalization of health care Employers or services.
4. This Letter of Understanding will expire on June 30, 2002.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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

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**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**ST. JOSEPH'S AUXILIARY HOSPITAL**  
(hereinafter referred to as the "Employer")

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 875**  
(hereinafter referred to as the "Union")

**RE: ARTICLE 36.06 - LAYOFF**

The Parties agree when an employee has been given notice of layoff in accordance with the notice provisions of clause 36.06, and the employee is actively seeking replacement employment, the Employer will grant the employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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

Date:

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**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**ST. JOSEPH'S AUXILIARY HOSPITAL**  
(hereinafter referred to as the "Employer")

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 875**  
(hereinafter referred to as the "Union")

**RE: WORKPLACE RELATIONSHIP COMMITTEE**

The Parties agree to within thirty (30) days of signing the Collective agreement, the following will occur:

1. The Employer and the Union agree that a Workplace Relationship Committee shall be established.
2. The Workplace Relationship Committee shall consist of six (6) members, with equal representation from both parties.
3. The Committee shall write its Terms of Reference to reflect the collaborative intent of both parties.
4. The Chairperson of the Committee shall be a representative of the Union and the Co-chair will be a representative of management.
5. The desired functions of the Workplace Relationship Committee are to examine and make recommendations regarding the concerns of employees.
6. The Committee shall meet at the call of the Chair or Co-Chair at a mutually agreeable time and place.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**ST. JOSEPH'S AUXILLARY HOSPITAL**  
(hereinafter referred to as the "Employer")

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 875**  
(hereinafter referred to as the "Union")

**RE: GRIEVANCE MEDIATION**

The Parties agree to the following:

1. If by mutual agreement of the Union and the Employer a grievance may proceed to mediation.
2. One jointly selected mediator shall meet with the parties within five (5) days of the request to complete the following:
  - (a) investigate the dispute
  - (b) define the issue(s) in dispute
  - (c) make written recommendations to resolve the dispute
3. During the proceedings, the parties shall fully disclose all materials and information and issue(s) in dispute.
4. The proceedings shall be conducted with a view to settling the dispute, and as such are privileged.
5. The fees and expenses of the mediator shall be borne equally by the parties to the dispute.
6. This letter of understanding will expire on June 30, 2002.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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DATE: \_\_\_\_\_ DATE:  
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**ADDENDUM  
TO THE COLLECTIVE AGREEMENT**

**BETWEEN**

**ST. JOSEPH'S AUXILIARY HOSPITAL**  
(hereinafter referred to as the "Employer")

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 875**

(hereinafter referred to as the "Union")

a) The purpose of this Addendum is to amend certain articles and clauses of the Collective Agreement between the Parties in order to implement a compressed work week for the full-time Nursing Attendants, Comfort Attendants and Hospitality Aides. In the event that part-time, or relief staff are required to work eleven point zero eight (11.08) hours per day, the provisions of this Addendum may apply as required.

(b) Except as otherwise specified, all articles and clauses contained in the Collective Agreement shall continue to apply. All articles and clauses addressed in the Addendum will supersede those articles and clauses in the Collective Agreement.

(c) The provisions of the following articles/clauses shall be waived - Article 16 - clauses 16.05(a), 16.05(c), 16.05(d), 16.05(e); Article 17 - clause 17.01(a), 17.02; and Article 26 - clause 26.11.

(d) This agreement shall be subject to a trial period of one (1) year from the date of implementation. Upon mutual agreement at that time it may then continue from year-to-year. This Addendum shall not take place without fourteen (14) calendar days' notice to employees involved and written notice to the Union.

(e) Either party upon ninety (90) days written notice may discontinue this Addendum or propose a new Addendum in whole or in part.

**(f) Hours of Work, Days Off**

Amend Article 16.05(a): Normal hours of work, exclusive of meal periods, for regular full-time employees shall be:



1. Eleven point zero eight (11.08) hours per day excluding meal periods.
2. Thirty-eight point seven eight (38.78) hours in a seven (7) day calendar period. Seventy-seven point five six (77.56) hours in a fourteen (14) day calendar period. (**Note:** Article 16.05(c) in the present Collective Agreement is deleted for this Addendum).
3. The first (1st) shift of the day shall be zero seven hundred (0700) hours and ends at nineteen zero five (1905) hours. The second (2nd) shift of the day shall commence at nineteen hundred (1900) hours and ends at zero seven zero five (0705) hours. The Employer shall consider requests by employees to switch shifts with another employee. Such change of shifts shall be by mutual agreement and such requests must be approved in writing by the Employer.
4. Days off to be consecutive.
5. No more than four (4) consecutive days of work without receiving days off.
6. There shall be no split shifts.
7. There shall be eleven point five five (11.55) hours of rest between scheduled shift.
8. There shall be at least two (2) weekends off in each four (4) week period. A weekend shall mean Saturday and Sunday. The total period of time off for a weekend shall be fifty-nine point five five (59.55) hours. **Note:** Article 16.05(d) in the present Collective Agreement is deleted for this Addendum).

(g) Amend Article 16.05(e) - **Rest and Lunch Periods**

1. There shall be three (3) paid rest periods of fifteen (15) minutes each, for each period of three point six nine (3.69) hours worked.
2. There shall be two (2) unpaid lunch periods of thirty (30) minutes each. One (1) to be taken in the first half of the shift and the second in the second half of the shift. Exceptions to the above may be by mutual agreement between the employee, the Employer and the Union.
3. An employee may combine two (2) of the fifteen (15) minute rest periods to a total of thirty (30) minutes. Two (2) of the fifteen (15) minute rest periods may be combined with an unpaid meal period of thirty (30) minutes for a total of sixty (60) minutes. A combining of rest periods and meal periods shall be by mutual agreement between the employee, the Employer and the Union.
4. Rest periods shall not be scheduled in conjunction with start or quitting times except by mutual agreement between the employee, Employer and the Union.

