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COLLECTIVE AGREEMENT

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)

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April 1997 - December 31, 1999

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TABLE OF CONTENTS

Article	<u>Page</u>
SCOPE AND TERM OF THE COLLECTIVE AGREEMENT	
1 THE AGREEMENT	<u>1</u>
GENERAL DEFINITIONS	
2 GENERAL DEFINITIONS	1
MANAGEMENT RIGHTS	
3 MANAGEMENT RIGHTS	2
UNION SECURITY	
4 UNION RIGHTS	3
HSAAB BUSINESS	3
5 HSAAB MEMBERSHIP	4
6 DUES	4
7 BULLETIN BOARDS	5
8 NO DISCRIMINATION	5
NO STRIKES OR LOCKOUTS	
9 NO STRIKES OR LOCKOUTS	5
EMPLOYMENT	
10 PROBATION	6
11 SENIORITY	6
12 PROMOTIONS, TRANSFERS, AND VACANCIES	6
13 LAYOFF	8
14 RECALL	8
RECALL TO CASUAL WORK	9
15 TECHNOLOGICAL CHANGE	9
16 CONTRACTING OUT	10
17 RESIGNATION	10
18 TERMINATION ENTITLEMENTS	10
19 DEEMED TERMINATION	10
20 JOB DESCRIPTIONS	10
21 JOB CLASSIFICATIONS	11
NEW CLASSIFICATIONS	11
22 CLASSIFICATION REVIEW	11

WORKING CONDITIONS AND REMUNERATION

23	HOURS OF WORK	11
	MEAL PERIODS AND REST PERIODS	12
	AVAILABILITY DURING MEAL PERIODS	12
	WORKING DURING MEAL PERIODS AND REST PERIODS	12
	No SPLIT SHIFTS	12
	MODIFIED HOURS OF WORK	12
	DAYLIGHT SAVING TIME	12
24	WORK SCHEDULES AND SHIFTS	12
	"DAY SHIFTS," AND "WEEKENDS"	12
	SHIFT SCHEDULING STANDARDS AND PREMIUMS FOR NON-COMPLIANCE	13
	SHIFT ROTATIONS	13
	SCHEDULE POSTING, CHANGES, AND PREMIUMS FOR NON- COMPLIANCE	13
	SPLIT SHIFT PENALTY	14
	EMPLOYEE SHIFT TRADING	14
25	OVERTIME	14
26	ON-CALL DUTY	15
	SCHEDULING ON-CALL	15
	PREMIUMS FOR NON-COMPLIANCE	15
	EMPLOYEE ON CALL TRADING	15
	EMPLOYEE ON-CALL TRADING	15
	ON-CALL PAY	15
	CALL-BACKS WHILE ON-CALL	16
	CALL-BACKS WHILE NOT ON-CALL	16
	CALL-BACKS AND CALL-BACK PAY	16
	CALL-BACKS ON NAMED HOLIDAYS	16
	TRANSPORTATION FOR CALL-BACKS	16
27	SHIFT PREMIUMS	16
28	RESPONSIBILITY PAY	17
29	TEMPORARY ASSIGNMENTS	17
30	TRAVEL EXPENSES	17
31	PROTECTIVE CLOTHING	18
BASIC RATES OF PAY		
32	WAGE APPENDIX	18
33	WAGE INCREMENTS	18
34	RECOGNITION OF PREVIOUS EXPERIENCE	18
35	TECHNICAL CERTIFICATION	19
	TECHNICAL QUALIFICATION PREMIUMS	19
EARNING AND PAYMENT OF WAGES		
36	HOURLY EARNINGS	19
37	PAY DAYS	19
VACATIONS		
38	SPECIFIC DEFINITIONS	19
39	VACATION ENTITLEMENT	20
40	TRANSITION	20
41	TIME OF VACATION	20
42	SCHEDULING PREFERENCES	21
43	ALTERATION <i>BY</i> CLS	21

NAMED HOLIDAYS

44	NAMED HOLIDAYS	21
51	ANNUAL FLOATER	23

HEALTH AND WELFARE BENEFITS

52	SICK LEAVE CREDITS	23
53	SICK LEAVE PAY	23
54	SICK LEAVE ADMINISTRATION	23
	PROOF OF ILLNESS	23
	CONFIDENTIALITY	24
	SICK LEAVE AND VACATION	24
55	HEALTH APPOINTMENTS	24
56	WORKERS' COMPENSATION	24

EMPLOYEE BENEFIT PLANS

60	EMPLOYEE BENEFIT PLANS	25
----	------------------------	----

PENSION PLAN

61	PENSION PLAN	27
----	--------------	----

LEAVES OF ABSENCE

62	GENERAL POLICIES COVERING LEAVES OF ABSENCE	27
63	GENERAL LEAVE	27
64	SPECIAL PERSONAL LEAVE	28
65	EDUCATIONAL LEAVE	28
66	BEREAVEMENT LEAVE	29
67	MATERNITY LEAVE	29
68	FATHER-TO-BE	30
69	ADOPTIVE PARENT LEAVE	30
70	COURT APPEARANCE	30
71	IN-SERVICE PROGRAMS	31

EVALUATIONS

72	EVALUATIONS	31
73	PERSONNEL FILES	31

DISCIPLINE AND DISMISSAL

74	DISCIPLINE AND DISMISSAL	32
----	--------------------------	----

GRIEVANCE PROCEDURE

75	GRIEVANCES BY EMPLOYEES	32
76	POLICY GRIEVANCES BY HSA	33
77	GENERAL RULES	33

GRIEVANCE ARBITRATION

78	GRIEVANCE ARBITRATION	34
	EXPEDITED MEDIATION AND ARBITRATION	34

GENERAL

79	EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE	35
80	OCCUPATIONAL HEALTH AND SAFETY	35

CASUAL EMPLOYEES

81	CASUAL EMPLOYEES	36
-----------	-------------------------	-----------

TEMPORARY EMPLOYEES

82	TEMPORARY EMPLOYEES	38
-----------	----------------------------	-----------

PART-TIME EMPLOYEES

83	PART-TIME EMPLOYEES	38
83	HOURS OF WORK	38
84	OVERTIME	39
85	WAGE INCREMENTS	39
86	VACATIONS	39
87	NAMED HOLIDAYS	40
88	SICK LEAVE	40
89	BEREAVEMENT LEAVE	40

CHANGE OF STATUS

90	CHANGE OF STATUS	41
-----------	-------------------------	-----------

COPIES OF COLLECTIVE AGREEMENT

91	COPIES OF COLLECTIVE AGREEMENT	41
-----------	---------------------------------------	-----------

	LETTERS OF UNDERSTANDING	43
--	---------------------------------	-----------

WAGES APPENDIX

COLLECTIVE AGREEMENT
BETWEEN
CALGARY LABORATORY SERVICES (CLS)
AND
THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)



SCOPE AND TERM OF THE COLLECTIVE AGREEMENT

1.0 THE AGREEMENT

- 1.1** The agreement will apply to all employees of CLS employed in the bargaining unit defined by Labour Relations Board Certificate Number 19-97 and any amendments to that certificate.
- 1.2** The agreement will be effective from April 1, 1997, until December 31, 1999, and from year to year after that, unless written notice of the desire to change the agreement is given by CLS or HSAA to the other party between September 1, 1999, and October 31, 1999.
- 1.3** If notice is given to change the agreement. It will continue until a new agreement has been reached.

GENERAL DEFINITIONS,

2.0 GENERAL DEFINITIONS

- 2.1** The following definitions will apply throughout the agreement, unless amended for the provisions of a specific article.
- 2.2** "Basic rate of pay" is an employee's wage from the Wages Appendix, or the rate payable for a Temporary Assignment, plus premiums paid for technical qualifications under Article 35.3 excludes all other premiums and allowances.
- 2.3** "Employee" is any person employed in the bargaining unit defined by Labour Relations Board certificate Number 19-97 and any amendments to that certificate.
- 2.4** A "shift" is a daily tour of duty exclusive of overtime hours.
- 2.5** A "full-time employee" is one who is regularly scheduled to work the full hours of work under the agreement.
- 2.6** A "part-time employee" is one who is regularly scheduled to work shifts, but whose total hours are less than the full hours of work under the agreement.
- 2.7** A "temporary employee" is one who is hired:
- 2.7.1** for a specific job of more than three (3) months and less than nine (9) months duration; or

- 2.7.2 to replace a full-time or part-time employee **who is** on an a form **of** leave of absence expected **to** be no less than three **(3)** months **in** duration.
- 2.8 A "casual employee" is one who:
- 2.8.1 works only on a call-in **basis** and therefore **is** not regularly scheduled except **for**:
- 2.8.1.1 work on a specific job **of** less than three **(3)** months in **duration**; or
- 2.8.1.2 work **relieving** an absent employee who is expected to **be** absent **for** less than three **(3)** months.
- 2.9 "full-time **equivalency**" or "**FTE**" **is** the **expression of** the permanent **status** of a part-time employee determined by the ratio **of** the regular hours per shift cycle set out **for** the employee under Article **83.3.4**, compared to the full hours **of** work.
- 2.10 "Classification Series" is the broad **characterization** of a bundle **of** job duties for the purpose of grouping employees in the agreement. Examples of Classification Series are Laboratory **Technologist** and Laboratory Assistant.
- 2.11 "**Classification**" is a more **specific characterization of** a bundle **of** job duties **inside** a **Classification Series** for the **purpose** of placing employees on the wage scales **of** the agreement. For example, Laboratory Technologist I, Laboratory **Technologist** II and Laboratory Technologist III are the **classifications inside** the Classification Series **of** Laboratory Technologists.
- 2.12 A "**vacancy**" is an approved **position** within the bargaining unit **which** is not filled at any **given point** in **time**.
- 2.13 A "transfer" is a **movement** by an employee between positions in the bargaining unit without an increase in her classification.
- 2.14 A "promotion" **is** a movement by an employee to another position in the bargaining unit which **results** in an increase in her classification.
- 2.15 "Anniversary date" is the calendar date falling exactly one year **from** the date an employee commenced employment **with** **CLS**, or its immediate predecessors, and year to year **thereafter**.
- 2.16 "**Month**" **is** the period of time between a calendar date in one calendar month and the same day **of** the following calendar month. For example, January **15** to February **15** **in** any year.
- 2.17 A word used in the **feminine** gender also applies in the masculine gender and **vice versa**.

MANAGEMENT RIGHTS

3.0 MANAGEMENT RIGHTS

- 3.1 **CLS** reserves all rights not specifically restricted or abrogated by the provisions of this **collective** agreement.
- 3.2 **Without** limiting the generality of the foregoing, **HSAA** acknowledges that it will be the **exclusive right** of **CLS** to operate and manage its **business, including** the right to:
- 3.2.1 maintain order, discipline and **efficiency**;

- 3.2.2 make, alter, and enforce, from time to **time**, rules and regulations **to** be observed by an employee, provided there will **be** no conflict with any **provision** of the agreement;
- 3.2.3 direct the **working** force and **to** create new **classifications** and work units and **to** determine the number of employees, if any, needed from **time to time** in any work unit or **classification** and to determine whether or not a **position, work unit**, or classification will be continued or declared redundant;
- 3.2.4 **hire**, promote, transfer, lay-off and recall:
- 3.2.5 demote, **discipline**, suspend or discharge for just cause.

UNION SECURITY

4.0 UNION RIGHTS

- 4.1 **CLS** recognizes **HSAA** as the **exclusive** bargaining agent **for** all employees employed in the **bargaining unit** defined by Labour Relations Board **certificate** Number **19-97** and any amendments to mat certificate.
- 4.2 No employee **will** be required or **permitted** to make any **written** or verbal agreement which may be in **conflict** with the terms of **this** agreement
- 4.3 Except as otherwise specified in **this** agreement, all correspondence **between** the parties will be exchanged **between** the **Chief** Executive Officer or **designate** of **CLS**, and the President or designate of **HSAA** with a copy to the **HSAA** Local Unit Chair.

HSAA BUSINESS

- 4.4 An employee will not engage in **HSAA business** during her working hours without prior permission Of **CLS**.
- 4.5 Any duly accredited Officer of **HSAA** may be **permitted** on **CLS's** premises for the purpose of transacting **HSAA** business provided prior permission to do so has been granted by **CLS**.
- 4.6 The names of **HSAA's** local unit **representatives** **will** be supplied in **writing** to **CLS**. A local unit **representative's** name must be provided to **CLS** on this **list** before she is **recognized** as an **HSAA representative**. Local unit **representatives** will be **entitled** to leave work to carry out their functions, **provided permission** to leave work **during** working hours, and agreement on the length of time of such leave, has been obtained from their **supervisors**. Such permission will not be unreasonably withheld. Representatives will **suffer** no loss of pay for time spent on the **CLS's** premises in performing such duties.
- 4.7 At **some** point during the orientation of new employees, **CLS** will make arrangements **with** the **HSAA** Local Unit Chairperson to make a presentation **to** the new employees on the **structure** of **HSAA**, as well as the **rights**, responsibilities and **benefits** under the agreement. These **presentations** will not exceed **30** minutes **in** length. New employees will have the right to **not** attend the presentation. A representative of **CLS** may attend the **presentations**.
- 4.8 An employee elected or appointed to represent **HSAA** on **HSAA** business **will** be granted time Off **without** pay by **CLS** to tend to **HSAA** business as long as the **operational** efficiency of **CLS** will not be **disrupted**. Such **leave** will **be** without pay. **If** me request is denied, reasons will be given by **CLS**.

- 4.9 Representatives of **HSAA** will **be** granted time off without pay in order to **participate** in **collective bargaining with CLS**.
- 4.10 **Members** of the **Executive Council** of **HSAA** will be granted time off without pay to attend **meetings** of the **Executive Council** of **HSAA**. Such members will **provide CLS with** a request in **writing with** as much advance notice as possible.
- 4.11 The President of **HSAA** will be granted time off without pay as required to attend to **HSAA business**, provided reasonable **notice** is **given**. Where it can **be** demonstrated that it **is** not operationally **possible** to grant the leave, it may be denied.
- 5.0 HSAA MEMBERSHIP**
- 5.1 **Membership** in **HSAA** is voluntary.
- 6.0 DUES**
- 6.1 **CLS** will deduct from the gross **earnings** of each employee covered by **this** collective agreement an amount equal to the dues as specified by **HSAA**.
- 6.1.1 For the purposes of this article, 'gross **earnings**' will mean all moneys paid by **CLS** and earned by an employee under the terms of this collective agreement.
- 6.2 **Dues** will be forwarded to **HSAA** not later than the fifteenth (15th) of the day of the month following each pay period.
- 6.3 Dues will be deducted from an **employee during** sick **leave** with pay and during a leave of absence **with** pay.
- 6.4 **HSAA** will give not less than **thirty (30)** days' notice of any change in the rate at which dues are to **be** deducted.
- 6.5 Dues will be accompanied by a list showing for each of the employees from whom deductions have been taken:
- 6.5.1 her name;
- 6.5.2 her home address if available;
- 6.5.3 her classification;
- 6.5.4 her employment status;
- 6.5.5 her increment level; and
- 6.5.6 the amount of the deductions.
- 6.6 Twice annually, **CLS** will send **HSAA** a **list** showing:
- 6.6.1 employees reclassified, promoted, or transferred outside the scope of this **collective** agreement.
- 6.6.2 **newly** hired and terminated employees (including resignations):

6.6.2 any changes of employees' **status** (including sick leave, maternity leave, or any other leave of absence expected to exceed thirty **[30]** calendar days); and

6.6.3 any layoffs and recalls.

6.7 **CLS** will record the amount of Association dues deducted on the **T4** forms issued to an employee for income tax purposes.

7.0 BULLETIN BOARDS

7.1 **CLS** will provide a **bulletin** board placed in a reasonably **accessible** location in each of its sites for the exclusive **use of HSAA**. Where requested by **HSAA**, **additional** space may be **provided** on other existing bulletin boards.

7.2 **HSAA** may post on such **bulletin** boards **notices** of **meetings** and other **notices** which may be of interest to employees.

7.3 **CLS** reserves the right to **require** that posted material objectionable to **CLS** be removed from bulletin boards.

7.4 The regular courier **service** to the sites may be used to **deliver** approved notices free of charge to **HSAA**.

7.5 Approved notices may also be sent **over CLS** electronic mail (E-mail) systems.

8.0 NO DISCRIMINATION

8.1 There will **be** no discrimination, restriction or coercion exercised or **practiced** by either party in respect of an employee by reason of race, colour, creed, national origin, political or **religious affiliation**, sex, sexual preference, **marital** status, age, nor by reason of **membership** or non-membership or lawful activity in **HSAA**, nor in respect of an employee. **HSAA**, or **CLS** exercising any right conferred under this agreement or any law of Canada or Alberta.

NO STRIKES OR LOCKOUTS

9.0 NO STRIKES OR LOCKOUTS

9.1 **if** an employee engages in any **illegal** strike, slowdown or stoppage of work during the **term of this** agreement, **HSAA** will instruct her to return to work and perform her **duties faithfully**. If the withdrawal of services is based on a complaint or dispute, **HSAA** will direct the employee to the grievance procedure for the settlement of the complaint.

9.2 **HSAA** agrees that during the term of this agreement, it will not condone any slowdown, stoppage of work, picketing of **CLS's** premises, refusal to perform work, or strike. No employee shall be involved **in** any such action.

9.3 **CLS** will not **sanction** or **authorize** any lockout during the term of this agreement, or while it is **being renegotiated**.

EMPLOYMENT

10.0 PROBATION

10.1 A **newly hired** regular or temporary employee will serve a probationary **period** of four hundred and **sixty-five (465) hours worked (exclusive of overtime hours) immediately following** the date on which the current **period of** continuous employment commenced.

10.2 **If, in the opinion of CLS,** the employee is found to be **unsatisfactory,** she may be terminated **without notice** and **without** recourse to the **grievance** procedure.

10.3 Work experience satisfactory to **CLS** as a casual employee **in the same classification** will be considered as **contributing** to the completion of a **probationary period** up to a **maximum of** two hundred and **thirty-two (232) hours provided** that not more than three **(3) months** have elapsed **since** she last worked for **CLS.**

10.4 **CLS** will **provide** a written evaluation to the employee at least four **(4) weeks** prior to **completion** of her **probationary** period.

10.5 The probationary period may be extended by **CLS** to a maximum of **four** hundred and **sixty-five (465) hours,** upon **written notice** to **HSA.** An extension of the probationary period will be without **prejudice** to **CLS's rights** to terminate an **unsatisfactory** employee without **notice** and without recourse to the grievance procedure.

10.6 **An employee who has completed** her probationary period and has remained in the employ of **CLS** will not subsequently be placed on probation.

11.0 SENIORITY

11.1 Seniority is the length of service of an employee with **CLS,** or its immediate **predecessors,** **commencing** on the last date of hire.

11.2 **Seniority** can not be **exercised** by a probationary employee until the successful completion of the **probationary** period.

11.3 Seniority will be **considered** broken and all rights **forfeited:**

11.3.1 when she **resigns** or is terminated from her employment with **CLS;** or

11.3.2 upon the **expiry** of her recall rights: or

11.3.3 **if** she fails to return to work following a recall.

12.0 PROMOTIONS, TRANSFERS, AND VACANCIES

12.1 **Vacancies within** the bargaining unit for full-time and part-time **positions,** and temporary positions of **three (3) months** or more, **will** be posted not less than eight **(8) calendar days** in advance of **making** an appointment.

12.1.1 **Vacancies within** the Branch Laboratories resulting from promotion or **transfer** may be filled **from within** the bargaining unit **without posting,** provided that no more than thirty **(30) days** have lapsed since the posting of the **original** vacancy.

- 12.2** Where circumstances **require** CLS to fill a posted vacancy before the **expiry of eight (8)** calendar days, an appointment will be made on a temporary or **relief** basis only.
- 12.3** When **vacancies** are filled, **first consideration** will be **given** to employees who are already members of the **bargaining unit**. **subject only to Article 12.8**. If **CLS** finds none of the applicants suitable, the **appointment** may be made from any source.
- 12.4** The notice of posting will **contain** the **following** information:
- 12.4.1** duties **of** the position;
- 12.4.2** qualifications **required**;
- 12.4.3** hours of work;
- 12.4.4** status of position: and **expected** term (if a temporary position): and
- 12.4.5** wage.
- 12.5** Where an employee **within** the **bargaining** unit has applied on a posting, the name of the successful applicant will be communicated in **writing** to the **applicants within** seven (7) calendar days of the appointment.
- 12.6** Where a vacancy **for** a temporary **position** has been filled by the appointment **of** a regular **full-time** or part-time employee, and where, at the completion of the expected term of the temporary **position**, **CLS decides** that the **employee is** no longer required in that position, she will be reinstated **in** her **former position**. **If** such reinstatement is not possible, the employee **will** be placed in another **suitable position**. Such reinstatement or placement will be without loss of **seniority** and at not less than the same rate of pay to **which the** employee **would be entitled** had she remained in her former position. The reinstatement or placement **of** an employee in accordance **with this Article will** not be construed as a violation of the posting **provisions of** Article 12.1.
- 12.7** Where a vacancy **for a temporary** position has been filled by the appointment **of** a casual employee, and, where, at the completion of the **expected** term **of** the temporary **position**, **CLS decides** that **the** employee is no longer required **in** that position. she will **be** reinstated to casual status.
- 12.8** In making promotions and transfers. **experience**, performance and **qualifications** applicable to the position will **be** the primary **consideration**. Where these factors are adjudged by **CLS** to **be** relatively equal, **seniority will** be **the deciding** factor.
- 12.9** All **transfers** and **promotions will** be on a trial basis. The transferred or promoted employee will be **given** a trial **period** of four hundred and **sixty-five (465)** hours worked (exclusive of overtime hours) hours in which to demonstrate her ability to perform the new tasks to the **satisfaction** of **CLS**. Should such employee fail to succeed during the trial period, **CLS will** make a sincere effort to reinstate the employee in her former **position**, or, **if** such reinstatement is not possible, place the employee in another suitable position. Such **reinstatement** or placement will be without loss **of seniority** and at not less **than** the same rate **of** pay to which the employee would be entitled had she remained in her former **position**.
- 12.10** When an employee **is** promoted, the wage of the employee will be advanced to that **step** in the new scale which **is** next higher than her current rate. **If** the wage increase is less than the employee's **next** increment on the **former scale**, then her wage will be advanced to the **step** which **is** next **higher** again. In the event that a promoted employee is at the **last** increment in the scale for the **classification** held prior to the promotion, her wage **will be** advanced to that Step in

the new scale which is next higher than her current rate. If such wage **increase** is less than the employee's **last normal annual increase**, she will be advanced to the Step which is next **higher** again in the new scale.

12.11 An **employee's** anniversary date **for** the purpose of **qualifying** for an annual increment **will** not be changed as a result of a **promotion** or **transfer**.

12.12 If an employee is transferred to a classification with a lower wage **scale**, her rate will **be adjusted** immediately to the Step in the new scale which will **recognize** all Of her **current** service.

13.0 LAYOFF

13.1 Layoff will mean:

13.1.1 elimination of positions: or

13.1.2 reduction in hours of work.

13.2 If it becomes necessary to reduce the work force. **CLS** will **notify** employees who are to be laid off, in **writing**, at least twenty **(20) working** days **prior** to layoff.

13.2.1 The twenty **(20) working** days' notice will not apply where the **layoff** results from an Act of God, fire, or flood. However, the affected employee will **receive** pay **for** the days when work was not available up to a **maximum** of twenty **(20) working** days pay in lieu of **notice**.

13.2.2 If the **employee laid** off has not been provided with an opportunity to work her regularly scheduled **hours** for **twenty (20)** working days after notice **of** layoff, the employee will be paid in lieu of such work for that **portion** of the twenty **(20)** working days during which work was not made available.

13.3 Layoff will **be** in reverse order of seniority **of** employees in the classification. However, **CLS** will **have the right to retain employees who** would otherwise **be laid off** when layoff in accordance with this Article would result in **retaining** employees who are not qualified and capable of performing the work required.

13.4 An employee who receives a layoff notice **will** have three **(3) working** days from receipt of **notice** to indicate her wish to displace a **junior** employee in her classification series **provided** that the employee is **qualified** and capable of performing the required work.

13.4.1 For Me purposes of this article, these are the classification series:

Laboratory Technologist; Laboratory Assistant; Pathology Technician; Student **Facilitator**; and Combined Laboratory and X-ray **Technician**.

13.5 **Laid off employees will** accrue sick **leave** and earned vacation **for** the first **(1st)** month **of** layoff.

13.6 **Laid off employees will not be entitled** to Named Holidays **with** pay which may fall during the period of **layoff**.

14.0 RECALL

14.1 An employee who has lost her **classification**, or hours of work, or both, will have a right of **recall** until she is made whole or her recall rights expire.

- 14.2** Prior to **hiring** any new regular or temporary employees, **CLS** will recall laid oil employees in reverse order of seniority provided that the recalled employees are qualified and capable of **performing** the work required.
- 14.3** If a recall **is** to a position in the original classification and at the full-time equivalency of the employee **being** recalled, or some other position which would leave her less than made whole, then no **posting** under **Article 12** is required. However, if the recall would **result** in the recalled employee **increasing** either her **classification** or full-time **equivalency**, then a posting under **Article 12 is** required.
- 14.4** An employee's recall **rights will expire** unless she is recalled to a position which makes her whole **within**:
- 14.4.1** in the case of a reduction in **classification**, one year **from** the effective date of her layoff, or
- 14.4.2** in the case of a decrease in hours (including a **layoff** to the Street), two (2) years of the **effective** date of her **layoff**.
- 14.5** A recalled employee's increment date will be adjusted by the same amount of time as the lay-off and the new increment date will prevail after that.
- Recall** to Casual Work
- 14.6** For the purpose of **this** clause "Casual Work" will mean:
- 14.6.1** work on a call- in basis inside their classification **which** is not regularly scheduled;
- 14.6.2** regularly scheduled work for a period of three (3) months or less **for a specific** job; or
- 14.6.3** work to relieve **for** an absence the duration of which is anticipated to be three (3) months or less, and **is** at least one (1) full shift in length: or at least three (3) hours per day for a **minimum** of three (3) days in a seven (7) day **period**.
- 14.7** **CLS will offer** opportunities for casual work to laid **off** employees in order of their **seniority before** assigning me work to another employee, providing the laid **off** employee **is qualified** and capable of performing the work required.
- 14.7.1** **Notwithstanding** the provisions of Article 14.6.1, casual work will **first** be made available to laid Oh employees of the specific location **from** which the employee was **laid off**.
- 14.7.2** A laid **off** employee may refuse an offer of casual work without adversely **affecting** her recall status.
- 14.7.3** An employee **who** accepts an offer of casual work will be governed by the Collective Agreement provisions governing casual employees. However, such employee's recall status and seniority **standing** upon recall will not be affected by the period of casual **employment**.
- 15.0** **TECHNOLOGICAL CHANGE**
- 15.1** Should **CLS** find it necessary to introduce technological change by altering methods or **utilizing different** equipment, and if such change will displace employees in the bargaining unit, **CLS** will **notify HSAA** with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of employees so affected.

- 15.2** If **CLS** introduces **technological** change which results in the displacement **of** an employee. **CLS** will make every effort to provide alternative employment acceptable to the employee.
- 15.3** Where **alternative** employment **is** not available or is **not** acceptable to the employee, **CLS** will give the employee a minimum **of six (6)** weeks' notice or pay **in lieu** of notice of displacement. and all other conditions **of** the Lay-off end Recall Article will apply.
- 16.0** **CONTRACTING OUT**
- 16.1** Where **CLS** finds it becomes necessary to transfer, **assign**, sub-contract or contract out any work or **functions** performed by regular employees covered by this **Collective** Agreement, **CLS** will notify **HSAA** two **(2)** months in advance of such change, and will meet and **discuss** reasonable measures to protect the interests **of** affected employees.
- 17.0** **RESIGNATION**
- 17.1** An employee will provide **CLS** with at least fourteen **(14)** calendar days' **notice** of her desire to terminate her employment.
- 17.2** If the required **notice** of **termination** is **given**, an **exit interview** with **CLS** will be granted at the employee's request prior to **termination**.
- 18.0** **TERMINATION ENTITLEMENTS**
- 18.1** If the required notice of termination is given, an employee who voluntarily leaves the employ **of** **CLS** will receive any unpaid wages and vacation pay on the day on which she terminates her employment.
- 18.2** If proper notice of termination is not given, the employee will be paid in accordance **with** the Employment Standards Code, unless **CLS** waives the **application** of this clause.
- 18.3** An employee who is **dismissed** by **CLS** will receive any unpaid wages and vacation pay at the **time** she leaves.
- 19.0** **DEEMED TERMINATION**
- 19.1** An employee will be deemed to have terminated her employment if:
- 19.1.1** she is absent from work without good end proper reason or the approval of **CLS**; or
- 19.1.2** she does not return from leave **of** absence or vacation as scheduled; **or**
- 19.1.3** she does not return from **lay-off** as **required**, or
- 19.1.4** upon **the expiry** of her recall rights under Article **14**, **or**
- 19.1.5** if she engages in any illegal strike, slowdown or stoppage of work during the term of this agreement and she does not promptly return to work and perform her usual duties after **HSAA** has instructed her to return to work.
- 20.0** **JOB DESCRIPTIONS**
- 20.1** Copies of job descriptions will be on hand **within** the appropriate department(s) and will be available to each employee upon request.

20.2 Upon request, **CLS will provide HSAA** with a copy of a job description for any classification in the bargaining unit. **HSAA** may make only one request for a particular job description in each calendar year.

21.0 JOB CLASSIFICATIONS

NEW CLASSIFICATIONS

21.1 If **CLS** creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board the following provisions will apply.

21.2 **CLS will establish** a position title and a wage scale and give written notice of same to **HSAA**.

21.3 If **HSAA** does not agree with the position title and/or the wage scale, representatives of **CLS** and **HSAA**, will, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and wage scale for the new classification.

21.4 Should the parties, through discussion and negotiation, not be able to agree to a position title. It is understood that **CLS's decision** in respect to the position title will not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Act.

21.5 Should the parties, through discussion and negotiation, agree in regard to a wage scale for the new classification the wage scale will be retroactive to the date that the new classification was implemented.

21.6 Should the parties not be able to agree on a wage scale, **HSAA** may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the wage scale to Arbitration. Should **HSAA** not refer the matter to Arbitration within the stated time limit, the final position of **CLS**, as stated in negotiations, will be implemented.

22.0 CLASSIFICATION REVIEW

22.1 An employee who has good reason to believe that she is improperly classified may apply to the Division Manager to have her classification reviewed. The Division Manager will give consideration to such application and notify the employee accordingly.

22.2 Should the employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between **HSAA** and **CLS**.

22.3 **CLS will notify HSAA** of its position within thirty (30) days of the matter being raised by **HSAA**.

WORKING CONDITIONS AND REMUNERATION

23.0 HOURS OF WORK

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

23.1.1 seven and three-quarters (7 3/4) work hours per day: and

- 23.1.2 an average of seventy-seven and one-half (77 1/2) work hours in a fourteen day period, averaged over two (2) pay periods.
- MEAL PERIODS AND REST PERIODS
- 23.2 Regular hours of work will include two (2) rest periods of fifteen (15) minutes, scheduled by CLS during each shift and exclude an unpaid meal break of no less than thirty (30) minutes. Rest periods Or meal periods may be combined by agreement, subject to operational requirements.
- AVAILABILITY DURING MEAL PERIODS**
- 23.3 Unless waived by the employee, when she is required by CLS to remain available during her meal period, she will be paid for the meal period at her basic rate of pay unless she is permitted to take compensating time off for the full meal period at a later time in the shift. Such a meal period will not be included in the calculation of regular hours of work.
- WORKING DURING MEAL PERIODS AND REST PERIODS**
- 23.4 If an employee is required to work or is recalled to duty during her meal period or rest period, compensating time off for the full meal period or rest period will be provided later in the shift, or she will be paid at the applicable overtime rate for the entire meal period or rest period.
- No SPLIT SHIFTS**
- 23.5 All hours of work will be consecutive, excluding meal periods and rest periods
- MODIFIED HOURS OF WORK**
- 23.6 Modified hours of work may be implemented by agreement between CLS and HSAA.
- DAYLIGHT SAVING TIME**
- 23.7 On the date fixed by proclamation under the Daylight Saving Time Act for conversion to Mountain Standard Time, regular hours of work will be extended to include the resultant additional hour with additional payment due for the hour 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 will be effected with the appropriate deduction in regular earnings.
- 24.0 WORK SCHEDULES AND SHIFTS**
- "DAY SHIFTS" AND "WEEKENDS"**
- 24.1 Any employee may be required to work various shifts throughout the twenty-four (24) hours of the day and the seven days of the week.
- 24.1.1 In this article, 'Day shift' is defined as any shift falling entirely between six hundred (0600) and eighteen hundred (1800) hours.
- 24.1.2 In this article, "Weekend" is defined as a minimum fifty (50) hours off duty, commencing at twenty hundred (2000) hours on Fridays.

SHIFT SCHEDULING STANDARDS AND PREMIUMS FOR NON-COMPLIANCE

- 24.2** Except in cases of emergency or by agreement between CLS and the employee, shift schedules will provide for:
- 24.2.1** at least two (2) consecutive scheduled days off in each two (2) week period;
- 24.2.2** where possible, one (1) weekend off in each two (2) week period; but, in any event two (2) weekends off in each five (5) week period;
- 24.2.3** at least twelve (12) hours off duty between the end of one shift and the start of the next shift;
- 24.2.4** not more than seven (7) consecutive scheduled days of work
- 24.3** Where CLS is unable to comply with the provisions of Article 24.1, the following premiums will be paid to the affected employee:
- 24.3.1** failure to provide at least two (2) consecutive scheduled days off in each two (2) week period will result in the payment of one and one-half times (1 1/2X) basic rate of pay for one (1) shift worked during the two (2) week period;
- 24.3.2** failure to provide one of the weekends off will result in payment of one and one-half times (1 1/2X) basic rate of pay for two (2) shifts worked during the five (5) week period;
- 24.3.3** failure to provide both of the weekends off will result in payment of one and one-half times (1 1/2X) basic rate of pay for four (4) shifts worked during the five (5) week period;
- 24.3.4** failure to provide at least twelve (12) hours off duty between the end of one shift and the start of the next shift will result in the payment of one and one-half times (1 1/2X) basic rate of pay for all hours worked on the next shift.

SHIFT ROTATIONS

- 24.4** An employee required to rotate shifts will be assigned day shifts approximately one-third of the time unless she agrees otherwise. However, in the event of an emergency or other unusual circumstances, CLS may assign such shifts as deemed necessary.

SCHEDULE POSTING, CHANGES, AND PREMIUMS FOR NON-COMPLIANCE

- 24.5** Unless otherwise agreed between HSAA and CLS, shift schedules will be posted eight (8) weeks in advance.
- 24.5.1** If a shift is changed after being posted, the affected employee will be provided with seven (7) calendar days' notice of the new schedule.
- 24.5.2** Where CLS is unable to provide seven (7) days' notice, the following premiums will be paid to the affected employee.
- 24.5.3** Failure to provide sufficient notice of a change to an employee's scheduled day(s) will result in the payment of one and one-half times (1 1/2X) basic rate of pay for all hours worked on such day(s), unless such change is at the employee's request.

- 24.5.4 Failure to provide **sufficient** notice of a change in the employees scheduled shift (i.e., days to **evenings**, days to nights, etc.) but not to her day(s) off will result **in** the payment of one and **one-half times (1 1/2X)** basic rate of pay **for all hours worked** on the **first shift** of the changed schedule.
- 24.5.5 Failure to provide sufficient notice **of** a change in the employees shift start **time** by two **(2)** hours' or more will result **in** the payment of one and one-half times **(1 1/2X)** basic rate **of** pay for all hours worked on the shift.
- 24.6 Should an employee report to work as scheduled and be required by **CLS** to not commence work, but to return to work at a later hour, she will be compensated by payment **of** two **(2)** hours' pay at her basic rate of pay.
- SPLIT SHIFT PENALTY**
- 24.7 Should an employee report to work and commence work as scheduled and then be required by **CLS** to cease work prior to **completion** of her scheduled **shift** and return to work at a later hour, she shall **be paid** her basic rate of pay for all hours worked, plus an **additional two (2)** hours pay at her basic rate **of** pay for her inconvenience.
- EMPLOYEE SHIFT TRADING**
- 24.8 Employees may exchange shifts *or* days off with the approval of **CLS**, provided that no increase in cost is incurred by **CLS**.
- 25.0 OVERTIME**
- 25.1 Overtime is all time **authorized** by **CLS** and worked by an employee in excess of her regularly scheduled shift or on scheduled days off.
- 25.2 **Authorization for** overtime after the **fact** will not be unreasonably denied where overtime **arises** as a result of unforeseeable circumstances in which it is **impossible** to obtain prior **authorization**.
- 25.3 Overtime will be paid as **follows**:
- 25.3.1 For work in excess of **seven** and three-quarters **(7 3/4)** hours per day, one and one-half **times (1 1/2X)** the employee's basic rate of pay for the first two **(2)** consecutive hours worked, and at the rate of **two times (2X)** the employee's basic rate of pay for overtime hours worked after that exclusive **of** meal periods, if taken.
- 25.3.2 For work on scheduled days off:
- 25.3.2.1 one and one-half times **(1 1/2X)** the employee's basic rate of pay, for the first two **(2)** hours' of overtime worked on the first **(1st)** scheduled day off, and at the rate of two times **(2X)** the employee's basic rate **of** pay for overtime hours worked **in** excess of two **(2)** hours on the first day; and
- 25.3.2.2 two times **(2X)** the employee's basic rate of pay for **overtime** hours worked on the second **(2nd)** scheduled day off and any subsequent **consecutive** days off worked.
- 25.3.3 Overtime payments will cease and the employee's basic rate of pay will apply at the start of her next regularly scheduled **shift**.
- 25.4 An employee who normally returns to her place **of residence** by means of public transportation following the completion of her regularly scheduled **shift** but who is prevented from doing **so** by

normal public transportation is available, will be **reimbursed** for the cost of reasonable, necessary and substantiated transportation expense to her place of residence.

25.5 Employees may bank earned overtime. Banked overtime may be taken as time off **in lieu of payment** by agreement. Unless banked **overtime** has been used as time in lieu by the last day of the **CLS fiscal** year in each year. **CLS** will pay it out, **subject** to a carry-over of thirty eight **point seven five (38.75)** hours.

25.6 No employee will **be** required to work more than a total of sixteen **(16)** hours in any twenty-four **(24)** hour **period except** in cases of emergency, or by agreement between **CLS** and an employee.

26.0 ON-CALL DUTY

26.1 The term "on-call duty" means any **period during** which an employee is not on regular duty, and during **which** the employee is scheduled to be available to respond without undue delay to any request to return to duty.

SCHEDULING ON-CALL

26.2 On-call periods **will** be scheduled at least **eight (8)** weeks in advance, except in emergencies, or as agreed by **CLS** and **HSA**.

26.3 Whenever possible. Employees will not be **assigned** to on-call duty more than seven **(7)** consecutive calendar days.

26.4 **CLS** will make every **effort** to **avoid** placing an employee on-call on the evening prior to and during scheduled days **off**.

PREMIUMS FOR NON-COMPLIANCE

26.5 Where **CLS** is unable to comply **with** the provisions of Articles **26.2** and **26.3**, the following **premiums** will be **paid to** the affected employee.

26.5.1 Employees whose on-call schedules are changed with less than seven **(7)** days notice **will** be paid at the higher on-call rate.

26.5.2 Employees assigned on-call duty more than seven **(7) consecutive** calendar days **in** any two **(2)** week **period** will be **paid** the **higher** on-call rate for the **eighth (8th)** and subsequent days in that two **(2)** week period. The higher **rate** will apply until an employee has two **(2) consecutive** days off without being **on-call**.

EMPLOYEE ON-CALL TRADING

26.5.3 Employees may exchange periods of on-call duty with the approval of **CLS**, provided that **no** increase in **cost is** incurred by **CLS**.

ON-CALL PAY

26.6 For each assigned hour, or part of an hour, of on-call duty, an employee **will** be paid:

26.6.1 on regularly scheduled days of work, the sum of one dollar and seventy-five **cents (\$1.75)** per hour; and

26.6.2 on **days** off and **named holidays**, the sum of two dollars and twenty-five **cents (\$2.25)** per hour (**the "higher rate"**).

CALL-BACKS WHILE ON-CALL

26.7 An employee called back while on-call. will be paid for all hours worked during the call-back, or for two **(2)** hours, **whichever is** the longer, at the rate of one and one-half **times (1 1/2X)** her **basic rate of pay in addition** to the payment received for being on-call.

26.7.1 **After** two **(2)** hours worked on any **single** call-back. two **times (2X)** the basic rate of pay will **apply**.

CALL-BACKS WHILE NOT ON-CALL

26.8 When an employee not assigned on-call duty is called back and required to report for work on a call-back, she will be paid for all hours worked or for two **(2)** hours. whichever is the longer. at the rate of two times **(2X)** her basic rate of pay.

26.9 Call backs will end when the procedures for which she was called back have been completed. However. any further requests for procedures received by an employee **prior** to leaving **CLS's** premises following completion **of** the work required on the **initial** Call Will be considered one call **for** the purpose of determining call-back pay.

CALL-BACKS ON NAMED HOLIDAYS

26.10 An employee called back on a Named **Holiday** will be **paid** according to Article **26.7** or Article **26.8**, as **applicable**, and in addition, she will be **given** compensating time off **for** the actual hours worked on the call-back at a time agreed to by **CLS**. Any such time not taken by the end of the fiscal year will **be paid** out on the last day **of** October in each year.

TRANSPORTATION FOR CALL-BACKS

26.11 An employee who **is** called back for duty will be reimbursed **for** reasonable. necessary and substantiated transportation **expenses** and. **if the** employee travels for such purpose by **private** motor **vehicle**, reimbursement **will be** at me rate of at least **thirty cents (30¢)** per kilometer from the employee's residence and return.

27.0 SHIFT PREMIUMS

27.1 An evening shift premium **of** one dollar **(\$1.00)** per hour will be paid to employees for each hour worked between eighteen hundred **(1800)** hours and twenty-four hundred **(2400)** hours provided mat greater than two **(2)** hours are worked between eighteen hundred **(1800)** hours and **twenty-four hundred (2400)** hours.

27.2 A night **shift** premium **of** one dollar and fifty cents **(\$1.50)** per hour will be paid to employees for each hour worked between zero zero zero one **(0001)** hours and seven hundred **(0700)** hours, **provided** mat greater than **two (2)** hours are worked between zero zero zero one **(0001)** hours and seven hundred **(0700)** hours. Should an employee who is **entitled** to receive the evening shift premium work a shift which ends after twenty-four hundred **(2400)** hours, but work less than two **(2)** hours after zero zero zero one **(0001)** hours, she will receive the one dollar and fifty cents **(\$1.50)** shift differential until the end **of** her shift.

27.3 Shift premiums are **not** part **of** the **basic** hourly rate of pay.

27.4 Shift premiums will be paid in addition to the overtime rate, for overtime worked in conjunction with a shift which attracts shift premium(s).

28.0 RESPONSIBILITY PAY

28.1 When a Laboratory Technologist or Laboratory Assistant works without access to CLS's regular technical supervisory personnel, she may have to be responsible for duties or decisions for which she is not normally responsible, and in that case she will receive sixty-five (65) cents per hour for such responsibility.

29.0 TEMPORARY ASSIGNMENTS

29.1 When an employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher wage scale for a period of at least one (1) full shift, she will be paid, in addition to her hourly rate as set out in the Wages Appendix, the difference between the beginning rate in the wage scale for her classification and the beginning rate in the wage scale of the classification to which she is temporarily assigned. The resulting basic rate of pay will not exceed the maximum rate of the wage scale of the classification to which she is temporarily assigned.

29.2 During periods of temporary assignment to a classification to which is assigned a higher wage scale, an employee so assigned will receive any overtime or call-back premiums based on the higher basic rate of pay.

29.3 Where an employee is directed to substitute on a job outside the scope of the bargaining unit, the employee will receive no less than the starting rate of pay for the out-of-scope job. An employee so assigned will continue to be covered by the terms and conditions of this Collective Agreement.

29.4 At the time of a temporary assignment anticipated to be greater than one month in length, CLS will provide to the assigned employee and HSAA, a written statement which sets out a definite time period for the assignment and the reason for the assignment. The terms of the temporary assignment will not be altered except on two (2) weeks written notice to the employee and HSAA.

29.4.1 Should a temporary assignment anticipated to be less than one month in length, exceed one month in length, then CLS will provide to the assigned employee and HSAA, a written statement which sets out a definite time period for the assignment and the reason for the assignment. The terms of the temporary assignment will not be altered except on two (2) weeks written notice to the employee and HSAA.

30.0 TRAVEL EXPENSES

30.1 When an employee is required by CLS to travel for employment purposes she will be reimbursed for all reasonable expenses supported by receipts as required by CLS.

30.2 Where an employee reports for duty as scheduled to a branch laboratory or place of employment and is then directed by CLS to work at another location, unless she has been notified of the change prior to the completion of the normal shift on the previous day, the employee will be reimbursed for authorized transportation costs resulting from travel to the new location. Should she use her own vehicle, she will be reimbursed at the rate of thirty (30) cents per kilometer for such travel.

31.0 PROTECTIVE CLOTHING

- 31.1** When an employee is required to wear protective clothing in the course of duty. CLS will provide and launder the protective clothing.

BASIC RATES OF PAY

32.0 WAGES APPENDIX

- 32.1** Basic wage scales and increments will be as set out in the Wages Appendix and will:

32.1.1 be effective on the dates specified therein;

32.1.2 be applicable to an employee employed in a designated classification only when such classification has been created within the work force of CLS and falls within the scope of this bargaining unit:

32.1.3 form a part of this agreement.

33.0 WAGE INCREMENTS

- 33.1** Unless changed by the operation of this agreement, wage increments for regular full-time employees will be applied on the appropriate anniversary of the date the employee commenced employment with CLS as a regular full-time employee.

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

34.0 RECOGNITION OF PREVIOUS EXPERIENCE

- 34.1** Wage recognition will be granted for work experience satisfactory to CLS, provided not more than two (2) years have elapsed since such experience was obtained as outlined in the following guidelines:

34.1.1 one (1) annual increment for one (1) year's experience within the last three (3) years.

34.1.2 two (2) annual increments for two (2) years' experience within the last four (4) years:

34.1.3 three (3) annual increments for three (3) years' experience within the last five (5) years:

34.1.4 four (4) annual increments for four (4) years' experience within the last six (6) years:

34.1.5 five (5) annual increments for five (5) years' experience within the last seven (7) years.

34.1.6 six (6) annual increments for six (6) years' experience within the last eight (8) years.

34.2 Recognition of partial years of experience will be granted by rounding off to the nearest whole year of experience.

35.0 TECHNICAL CERTIFICATION

35.1 Employees who have **completed** the **required** training in Laboratory technology, but who are **awaiting** registration or **certification examinations** or results, will be paid at ninety percent (90%) **of** the starting rate for the **first** level of their classification. Upon proof **of** having passed the **registering** or **certifying** examination, employees will receive wages at the full hourly rate for **all** hours worked retroactively to the date of successful completion of the **examination**, or the Commencement of employment, whichever is the later.

35.2 An employee who has not **successfully** completed a **recognized** course of **training** or **certification examinations** which are normally required by **CLS** for her **classification in which** she is employed will be paid at **ninety percent (90%)** of the applicable rate in the wage scale **according** to her length of **service**. The **provisions of this article will** not apply to an employee employed **prior** to the term of **this** agreement who has been paid the **full** rate for her **classification**.

TECHNICAL QUALIFICATION PREMIUMS

35.3 Employees who have the following **qualifications** shall **receive**, for the highest qualification they hold, the amounts set out below **in addition** to their basic rate of pay, provided that the **qualification** is **utilized in the** normal course of their duties:

35.3.1 Advanced Registered **Technologist (CSLT)** - **fifty nine (59)** cents per hour;

35.3.2 **R.T.**, plus Baccalaureate - **fifty nine (59)** cents per hour;

35.3.3 **Licentiate, CSLT**- **eighty nine (89)** cents per hour;

35.3.4 Fellowship, **CSLT**- **eighty-nine (89)** cents per hour.

35.4 Employees who are receiving additional wages for post graduate qualifications in excess of the amounts stated in this article when **this** agreement takes effect will continue to receive the higher amounts during the term of this agreement.

EARNING AND PAYMENT OF WAGES

36.0 HOURLY EARNINGS

36.1 All wages are earned by the hour.

37.0 PAY DAYS

37.1 Pay days will be established by **CLS**, but employees will be paid at least **twice** monthly

38.0 VACATIONS

SPECIFIC DEFINITIONS

38.1 For the purpose **of** this Article:

38.1.1 "vacation" means annual vacation with pay:

38.1.2 "vacation year" means the twelve (12) month period commencing on the first day of July each year and concluding on the last day of June each year;

38.1.3 "date of employment" means:

38.1.3.1 in the case of an employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month;
or

38.1.3.2 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.

39.0 VACATION ENTITLEMENT

39.1 Full-time employees will be entitled to vacation with pay as follows:

39.1.1 during each of the first (1st) and second (2nd) years of continuous full-time employment, an employee will earn vacation credits at the rate of one point two five (1.25) working days per month; and

39.1.2 during each of the third (3rd) to fourteenth (14th) years of continuous full-time employment, an employee will earn vacation credits at the rate of one point six six (1.66) working days per month; and

39.1.3 during each of the fifteenth (15th) to twenty-fourth (24th) of continuous full-time employment, an employee will earn vacation credits at the rate of two point zero eight (2.08) working days per month; and

39.1.4 during each of the twenty-fifth (25th) and subsequent years of continuous full-time employment, an employee will earn vacation credits at the rate of two point five (2.5) working days per month.

40.0 TRANSITION

40.1 No employee who was entitled to or earned vacation benefits in excess of those set out in Article 40 immediately prior to being covered by this agreement, will have her vacation entitlements reduced.

41.0 TIME OF VACATION

41.1 All vacation earned in one vacation year will be taken by the end of the next vacation year, at an agreeable time, unless CLS agrees to allow an employee to carry her vacation forward into a subsequent year.

41.2 An employee may request vacation leave during any period of the year, but ii CLS and an employee cannot agree on the date of vacation, or agree to carry vacation forward, then CLS may give the employee at least four (4) weeks written notice of the time for the employee's annual vacation.

41.3 Upon the request of an employee, earned vacation credits may be divided into more than one vacation period if approved by CLS. Such request will not be unreasonably denied.

42.0 SCHEDULING PREFERENCES

- 42.1** Employees will make **vacation** requests by a **deadline of February 1 in** each year **if** they wish to exercise seniority on **scheduling** preferences. Requests received **after** the deadline will be on a first-come, first-served basis for vacation until the **next deadline**.
- 42.1.1** In **expressing** their vacation preferences, subject only to **CLS's operational requirements**, employees will have a guarantee of vacation in at least one **(1)** of three **(3)** "prime times".
- 42.1.1.0** "**Prime** times" are **defined** as follows:
- 42.1.1.1** **the first** prime time (Easter) will be one **(1)** week before and one **(1)** week after Easter Sunday in each year:
- 42.1.1.2** the**second (2nd) prime** time (Summer) will be **between June 15 and September 15 in** each year: and
- 42.1.1.3** the **third (3rd) prime time** (Christmas) will be between December **15 in** each year and January 5 in each **following** year.
- 42.2** An employee can only use her seniority to obtain the same **vacation prime** time two **(2)** years in a row.
- 42.3** **CLS will** respond to vacation requests within three **(3)** weeks **of** the deadlines, or within three **(3)** weeks of requests **received** past the deadlines.

43.0 ALTERATION BY CLS

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

44.0 NAMED HOLIDAYS

- 44.1** **Full-time** employees will be entitled to a day **off with** pay on or for the following Named **Holidays**:

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

and all general **holidays** proclaimed to be statutory holidays by the **City** of Calgary; the **Province** of Alberta; and the Government **of** Canada.

- 44.2** **CLS** may designate a common date for the day **off with** pay in lieu of a Named Holiday which **falls** on a Saturday or Sunday. **CLS** will post notice **of** the common date in all **CLS** sites at least six **(6)** months prior to the occurrence of the Named Holiday.

- 45.1** To qualify for a Named Holiday **with** pay the employee must:
- 45.1.1** work the scheduled **shift immediately** prior to and **immediately following** each **holiday**, except where the employee **is** absent due to illness or other reasons acceptable to **CLS**.
- 45.1.2** work on the Named Holiday when scheduled or **required** to do SO.
- 46.1** An employee required to work on a Named **Holiday** will be paid for all hours worked on a Named **Holiday** at one and one-half times (**1 1/2X**) his basic rate of pay. **plus:**
- 46.1.1** one (**1**) day's pay; or
- 46.1.2** an alternate day off at an agreed **time**; or
- 46.1.3** by agreement, a day added to her **next** annual **vacation**; or
- 46.1.4** failing agreement within thirty (**30**) calendar days as to the option to be **applied**, it will be deemed that payment of one (**1**) day's pay at the **basic** rate of pay **is desired**; and
- 46.1.5** compensating **time** off at her basic rate of pay **for** all hours worked in excess of seven and three quarters (**7-3/4**) hours.
- 47.1** If a common date is not designated when a Named Holiday falls on a day that would **otherwise** be an employee's regularly scheduled day **off**, the employee will **receive:**
- 47.1.1** one (**1**) day's pay; or
- 47.1.2** an alternate day off at an agreed time; or
- 47.1.3** by agreement, a day added to her **next** annual vacation; or
- 47.1.4** failing agreement within thirty (**30**) calendar days as to the option to be **applied**, it will be deemed that payment of one (**1**) day's pay at the basic rate of pay is desired.
- 48.1** When a Named Holiday **falls** during an employee's annual vacation, the employee will receive:
- 48.1.2** an alternate day off at an agreed time; or
- 48.1.3** by agreement, a day added to her **next** annual vacation; or
- 48.1.4** failing agreement **within** thirty (**30**) calendar days as to the option to be applied. **it will be** deemed that payment of one (**1**) day's pay at the basic rate of pay is desired.
- 49.1** **CLS** will rotate, as evenly as possible, amongst employees **in** a department or section. as applicable, the requirement to work on a Named Holiday.
- 50.1** No payment will be due for a Named **Holiday** which occurs during:
- 50.1.1** a **lay-off**; or
- 50.1.2** **all** forms of leave **during** which an employee is not paid.

- 50.2** No **additional** payment **will** be due for a Named Holiday which occurs during a **period** when an employee **is receiving** Short Term **Disability**, Long Term Disability or Workers' **Compensation** benefits.
- 51.0** **ANNUAL FLOATER**
- 51.1** In addition **to** the above Named **Holidays**, **full-time** employees who are in the employ of **CLS** on February 1 will be granted an **additional** holiday as a "floater **holiday**" **in** that year. The Floater Holiday will be scheduled at a time mutually agreed upon between **CLS** and employee. **if** the **holiday is** not taken by the last day of March in the **following** year. **It** will be paid out.

HEALTH AND WELFARE BENEFITS

- 52.0** **SICK LEAVE**
- SICK LEAVE CREDITS**
- 52.1** Sick **leave is** provided by **CLS** for any illness, **quarantine** by a **Medical Officer** of Health, or because of an accident for which compensation is not payable under The Workers' **Compensation** Act.
- 52.1.1** **CLS recognizes** that **alcoholism**, drug **addiction** and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy **will** be considered sick leave.
- 52.2** After an employee has completed her probationary period she will earn sick leave credits at the rate of **eleven point six two five (11.625)** hours for each full month of employment computed from **the date** of employment up to a maximum credit of nine hundred and thirty (**930**) hours, provided **however**, that an employee will not be entitled **to** apply sick leave credit prior to completion of her probationary **period**.
- 52.2.1** **When an** employee has accrued the maximum sick leave credit of nine hundred and thirty (**930**) hours, she will no longer accrue **sick leave credits** until such **time** as her total **accumulation** is reduced below the maximum. At that time she will recommence accumulating sick leave credits.
- 52.2.2** Sick **leave** credits will accrue **for** the first (**1st**) month during periods of illness, injury, layoff, or leaves of absence in excess of one (**1**) month.
- 53.0** **SICK LEAVE PAY**
- 53.1** An employee granted sick leave **will** be **paid** for the period of such leave at her basic rate of pay, and the number of **days thus paid** will be deducted from her accumulated sick leave credits up to the total amount of the employee's accumulated credits at the **time** sick leave commenced.
- 54.0** **SICK LEAVE ADMINISTRATION**
- PROOF OF ILLNESS**
- 54.1** Employees may be required to submit satisfactory proof to **CLS** of any illness, non-occupational accident, or quarantine.

CONFIDENTIALITY

- 54.2** Information on an employee's sick leave will be confidential unless the employee consents in writing to such release.

SICK LEAVE AND VACATION

- 54.3** Generally, no sick leave will be granted for any illness which is incurred once an employee commences her vacation; in this event, the employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off. However, sick leave will be granted:
- 54.3.1** if an employee becomes ill during her vacation period after the expiry of the employee's vacation if the illness continues beyond the vacation;
- 54.3.2** for the period of sick time falling within a scheduled vacation period provided that the employee becomes ill prior to the commencement of the scheduled vacation. If the employee so wishes, the number of sick days paid within the scheduled vacation period will be considered as vacation days not taken and may be rescheduled to a later date.
- 54.3.3** Should an employee demonstrate to the satisfaction of CLS that she was admitted to hospital as an "inpatient" during the course of her vacation, she will be considered to be on sick leave for the period of hospitalization and subsequent period of recovery provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in the hospital will be rescheduled to an agreeable time.
- 54.4** An employee who is unable to work, but has exhausted her sick leave credits, will be deemed to be on a leave of absence without pay or benefits for up to one hundred and twenty (120) days from the first day of absence from work, or until the employee becomes eligible to apply for Long Term Disability benefits, whichever occurs first.

55.0 HEALTH APPOINTMENTS

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

56.0 WORKERS COMPENSATION

- 56.1** An employee who is unable to work as a result of an accident covered by the Workers' Compensation Act will continue to receive ninety percent (90%) of her full net take home pay calculated at the basic rate of pay for regularly scheduled hours of work less any Statutory or benefit deductions provided that:
- 56.1.1** the employee assigns over to CLS, on proper forms, the moneys due to her from the WCB for time lost due to an accident, and
- 56.1.2** the employee keeps CLS informed regarding the status of her WCB claim and provides any medical or claim information that may be required by CLS.

- 56.2** HSAA recognizes that CLS may be required to reconcile payments to the employee with subsequent assigned payments from the WCB. Accordingly, once CLS has received reimbursement from WCB, it will be entitled to adjust payments to the employee under this Article
- 56.3** An employee who is in receipt of Workers' Compensation Benefits will be deemed to be on a leave of absence without pay, therefore:
- 56.3.1** she will also be deemed to remain in the continuous service of CLS for purposes of prepaid health benefits and wage increments; and
- 56.3.2** she will accrue vacation credits and sick leave for the first (1st) month of such absence
- 57.1** An employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- 57.1.1** capable of performing the duties of her former position will provide CLS with two (2) weeks' written notice, of readiness to return to work. CLS will reinstate the employee in the same classification held by her immediately prior to the disability with benefits that accrued to her prior to the disability;
- 57.1.2** incapable of performing the duties of her former position, will be entitled to benefits she is eligible for under Sick Leave or Long Term Disability.
- 58.1** The reinstatement of an employee in accordance with this Article will not be construed as being a violation of the posting or scheduling provisions of the agreement.
- 59.1** Unless otherwise mutually agreed between the employee and CLS, an employee who is not capable of resuming work pursuant within thirty (30) months from the first day of absence as a result of an accident sustained while on duty in the service of CLS, will be deemed to have terminated her employment relationship with CLS.

60.0 EMPLOYEE BENEFIT PLANS

- 60.1** CLS will provide the following group benefits for all eligible employees:
- 60.1.1** Alberta Health Care Insurance Plan;
- 60.1.2** Compulsory Group Life Insurance – One times (1X) annual salary for employees. Dependent Life coverage of \$25,000 for spouse, and \$10,000 for each child up to age 21/25;
- 60.1.3** Voluntary Group Life Insurance – Optional coverage for employee and/or spouse in units of \$10,000, to a maximum of \$500,000;
- 60.1.4** Compulsory Accidental Death & Dismemberment – One times (1X) annual salary for employees;
- 60.1.5** Voluntary Accidental Death & Dismemberment – Employees will have the option to purchase individual or family units of \$10,000, to a maximum of \$500,000. If the employee selects the family plan, the spouse is insured for fifty (50) per cent of the employee's coverage if they have no children or forty (40) per cent if they have children. Each child is insured for fifteen (15) per cent of the employee's coverage if the employee has a spouse or twenty-five (25) per cent if the employee has no spouse. The amount of coverage for each child is limited to a maximum of \$50,000;

- 60.1.6 Long Term **Disability – Sixty (60)** per cent of monthly salary to a **maximum benefit of \$8,000, following seventeen (17) weeks of disability**, to age **65**;
- 60.1.7 Extended Health Care – The plan will reimburse eligible employees for **eighty (80) percent of prescription drug expenses**, and one hundred **(100) percent of all eligible expenses**. **Eligible expenses include**, but are not **limited to semi-private hospital room, ambulance services and other medical services and supplies, out-of-country medical care, and paramedical services** (such as **chiropractors, physiotherapists, massage therapists and psychologists**). **Paramedical services are limited to a maximum of \$20 per visit and \$300 per person per year, for each type of service**;
- 60.1.8 Dental – The plan **will provide eighty (80) percent reimbursement of basic services, fifty (50) percent of major restorative services, and fifty (50) percent of orthodontic services, in accordance with the current Alberta Dental Association Fee Guide, to a maximum of \$2,000 per person per calendar year for major restorative services, and \$2,000 per person in a lifetime for orthodontic services.**
- 60.1.9 **UIC SUB Plan – to supplement an eligible employee's Unemployment Insurance to meet CLS's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical substantiation.**
- 60.2 The above benefit plans will be provided to:
- 60.2.1 regular **full-time** employees;
- 60.2.2 regular part-time employees whose hours of work are equal to or greater than fifteen **(15) hours per week averaged over one (1) complete cycle of the shift schedule**;
- 60.2.3 temporary employees who are hired to work for a position of **six (6) months duration or greater, and whose hours of work are equal to or greater than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.**
- 60.3 **Regular and temporary part-time employees whose hours of work average less than fifteen (15) hours over one (1) complete cycle of the shift schedule, temporary employees hired for a position of less than six (6) months duration, and casual employees, will not be eligible to participate in the Employee Benefits Plan. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement will not have benefits discontinued solely due to the application of this provision.**
- 60.4 The premiums for Alberta Health Care and Long Term Disability will be one hundred **(100) per cent employee paid**. All other benefits will be one hundred **(100) per cent paid by CLS**.
- 60.5 Where the **benefits** specified in this article are provided through insurance obtained by **CLS**, the administration of such plans will be subject to and governed by the terms and conditions of the applicable benefits **policies** or contracts.
- 60.6 An employee will cease to earn sick leave **credits** and vacation credits while on LTD.
- 60.7 The employment **of** an employee will be terminated when she has been on **LTD** for twenty-four **(24) months, and there is no reasonable expectation of return to work.**

64.0 SPECIAL PERSONAL LEAVE

- 64.1** An employee may be granted special leave with pay up to two (2) days per calendar year. Situations **in which** special leave may be granted to an employee are as follows:
- 64.1.1 illness in the **immediate** family requiring her personal **attention**;
 - 64.1.2 important family circumstances that can only be resolved by **her** personal **attention**;
 - 64.1.3 a **critical situation** with respect to her property;
 - 64.1.4 **administration** of an estate when she has been named as the **executrix** or court **appointed administrator** of the estate; and
 - 64.1.5 other special **circumstances** as **appropriate**

65.0 EDUCATIONAL LEAVE

- 65.1** **HSA** and **CLS** recognize the value of **continuing education** for each employee and recognise that:
- 65.1.1 **continuing education is** necessary **with technological** change; and
 - 65.1.2 the **responsibility** for such continuing education lies not only **with the individual** but also with **CLS**.
- 65.2** Paid leave **of** absences or reasonable **expenses**, or both, may be granted to employees at the discretion **of CLS** to enable employees to **participate** in **education** programs.
- 65.3** Should **CLS** direct an employee to participate in a specific program, such employee will be compensated in accordance with the **following**:
- 65.3.1 **for** program attendance on regularly scheduled working days, the employee will suffer no loss of regular earnings;
 - 65.3.2 **for** program attendance on regularly scheduled days off, **the** employee will be paid at her **basic** rate of pay for the actual time of attendance to a **maximum** of seven and three-quarter (7 3/4) hours per day;
 - 65.3.3 **CLS** will pay the cost of the course including tuition fees, reasonable travel and subsistence **expenses** subject to prior approval.
- 65.4** For the purpose of qualifying for a wage increment, an employee granted educational leave will be **deemed** to remain in the continuous service of **CLS** for the **first eighteen (18)** calendar months only **of** such period of leave. In the event the **duration** of educational leave continues for a period in **excess of eighteen (18)** months, an employee's anniversary date for wage Increment purposes **will be** delayed by the amount **of** time that said leave exceeds eighteen (18) months, and the newly **established** anniversary date will prevail after that.
- 65.5** An employee absent on approved **education** leave will be reinstated by **CLS** in the same position and **classification** held by her immediately prior to taking such leave or be **provided** with alternate work of a comparable nature.

66.0 BEREAVEMENT LEAVE

66.1 Bereavement leave with pay of:

66.1.1 **five (5) consecutive working** days will be granted **in** the event of the death **of** a member **of** the employee's Immediate **family**. Upon request, the employee may be granted **additional** leave **of absence** without pay. Immediate family of the employee is defined as spouse, parent, child, brother, **sister, fiancée**. Step-parent, stepchildren, step-brother and step-sister will be **considered** as **members of** the employee's Immediate family. "Spouse" will include **common-law** or same sex relationship and will be deemed to mean a man or woman who **resided** with the employee and who was held out publicly as her spouse for a period of at least one year before the death:

66.1.2 three **(3) consecutive** working days will be granted **in** the event of the death of the **following** members of the employee's family (i.e.. mother-in-law. **father-in-law**, son-in-law. **daughter-in-law**. brother-in-law. **sister-in-law**, legal guardian, grandparent, and grandchild).

66.2 Bereavement leave **will** be extended by two **(2) additional** days if **travel** in excess of three hundred and **twenty (320)** kilometers one way from the employees **residence** is necessary **for** the purpose of attending the funeral.

66.3 Where **special circumstances exist**, an employee may request that bereavement leave be divided **into** two **periods**, notwithstanding the **requirements** in **Articles 66.1.1** and **66.1.2** for **consecutive** bereavement days. Such a request **is subject** to the approval of **CLS**. **In** no circumstances **will** an employee be **eligible** for more days of **with** pay than she would have been eligible **to** receive had the bereavement leave been taken in one undivided period.

66.4 **In the event of the death** of another relative or friend **CLS** may grant time of **with** pay to attend the funeral **service**.

67.0 MATERNITY LEAVE

67.1 An employee **who** has completed her probationary **period** till, upon her **written request**, be granted maternity leave to become effective **six (6)** weeks immediately preceding the date of delivery.

67.2 A shorter notice period as may **be** requested by the employee, **provided** that she commences maternity leave no later than the date of delivery.

67.3 Maternity leave will be without pay and benefits except for the portion of **maternity leave** during **which** the employee has a **valid** health-related reason for being absent **from** work and **is also in** receipt of sick leave, **EI** SUB Plan benefits, or LTD.

67.4 Maternity leave **will** not exceed nine **(9)** months unless an extension **is** granted by **CLS**. Request for an extension due to ill health of the mother or the child will not **be** unreasonably denied. Such an extension, will not exceed an **additional six (6)** months.

67.5 A **pregnant** employee whose continued employment in her **position**, in **the written** opinion of her physician, may be hazardous to herself or to her unborn child, may **request** a transfer to a more suitable **position** if one is available. Where no suitable position **is** available, the employee may request **maternity** leave if the employee is eligible for such leave. In the event that such maternity leave must commence in the early stages of pregnancy which results in the need **for** an absence from work longer than **nine (9)** months, the employee may request general **leave** without pay.

67.6 An employee absent on parental leave will provide **CLS** with six (6) weeks' written advance notice of her readiness to return to work following which **CLS** will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the wage scale or provide her with alternate work of a comparable nature at not less than the same step in the wage scale and other benefits that accrued to her up to the date she commenced the leave.

68.0 FATHER TO BE

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

68.2 A father-to-be who has completed his probationary period will, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be agreed between the employee and **CLS**. Such leave will be without pay and benefits and will not exceed six (6) months.

69.0 ADOPTIVE PARENT LEAVE

69.1 An employee who has completed the probationary period will be granted leave of absence without pay and benefits for a period of up to nine (9) months in duration for the purpose of adopting a child provided that:

69.1.1 she makes written request for such leave at the time the application for adoption is approved and keeps **CLS** advised of the status of such application; and

69.1.2 she provides **CLS** with at least one (1) day's notice that such leave is to commence

69.2 An employee absent on adoptive parent leave will provide **CLS** with six (6) weeks' written notice of readiness to return to work following which **CLS** will reinstate her in the same position held immediately prior to taking such leave or provide her with alternate work of a comparable nature at not less than the same step in the wage scale and with other benefits accrued to her at the date the leave commenced.

70.0 COURTPPEARANCE

70.1 An employee required to appear in Court as a member of a jury, or as a witness in matters arising out of her employment with **CLS** will be paid:

70.1.1 her regular earnings for an appearance on the date of a scheduled shift; or

70.1.2 at her basic rate of pay for the hours of attendance for an appearance on the date of a scheduled day of rest.

70.2 In addition, for an appearance on the date of a scheduled day of rest, an employee will be granted an alternate day of rest to be scheduled by **CLS**. This rescheduling is not subject to the scheduling provisions of this agreement.

70.3 When an employee is scheduled to work on an evening or night shift on the day of attendance at Court, she will be granted a leave of absence for the scheduled shift and be paid her regular earnings for the shift.

70.4 When an employee is required by law to attend Court for matters arising outside her employment or jury duty, then she will be granted a leave of absence without pay.

71.0 IN-SERVICE PROGRAMS

- 71.1** CLS and HSAA recognise the value of continuing in-service education for employees in the various professions and that the responsibility for such continuing education lies not only with CLS but also with the employee. For the purpose of this Article, the term "m-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by CLS.
- 71.2** CLS reserves the right to identify specific m-service sessions as being compulsory for employees and those required to attend such sessions will be paid at the applicable rate of pay for attendance.

EVALUATIONS

72.0 EVALUATIONS

- 72.1** CLS and HSAA recognize the desirability of employee evaluations. Evaluations will be conducted at least on an annual basis.
- 72.2** All evaluations will be in writing.
- 72.3** Meetings for the purpose of an evaluation interview will be scheduled by CLS with reasonable advance notice, which will not be less than twenty-four (24) hours. The employee may review her personnel file prior to the Interview upon her request.
- 72.4** If an evaluation interview is scheduled on an employee's off duty hours or on days of rest, the employee will be compensated according to the overtime provisions of this agreement.
- 72.5** The employee will be given a copy of her completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The employee will sign the completed evaluation document upon receipt for the sole purpose of indicating that she is aware of the evaluation. She will have the right to respond in writing within seven (7) calendar days of receipt of the evaluation document, and her reply will be placed in her personnel file.
- 72.6** An employee's evaluation will be considered confidential and will not be released by CLS to any person, except a Board of Arbitration, CLS's counsel, or as required by law, without the written consent of the employee.

73.0 PERSONNEL FILES

- 73.1** An employee may view her personnel file by appointment made at least one (1) working day in advance. An employee will be given a copy of any documents she requests from her file. The employee may be required by CLS to pay a reasonable fee to cover the cost of copying.
- 73.2** Any documents pertaining to disciplinary action or dismissal will be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 73.3** When an employee has been subject to disciplinary action, may, after two (2) years from the date the disciplinary measure was initiated, request in writing that her record be cleared of that disciplinary action, provided that no further discipline has been issued in the two (2) year time frame. CLS will confirm in writing to the employee that the documents have been removed from her file.

DISCIPLINE AND DISMISSAL

74.0 DISCIPLINE AND DISMISSAL

- 74.1** Except for the dismissal of an employee **serv**ing a **probationary period**, there **will** be no **discipline** or **dismissal** except for **just** cause.
- 74.2** When **CLS** **decides** it must **discipline** an employee, it **will**, as **circumstances** permit, schedule a **meeting** with the employee and **give** at least twenty-four (24) hours advance **notice** of the **meeting**. The employee may be **accompanied** by a **representative** of **HSAA** at such **meetings**.
- 74.3** When an employee is **issued** a formal warning, or suspended or **dismissed**, the employee will be **given** **written** reasons for the **disciplinary action**, and a copy of those reasons will be **delivered** by fax to **HSAA** within two (2) working days of the disciplinary **action**.
- 74.4** An employee who **is** **dismissed** by **CLS** will receive any **unpaid** wages and **vacation** pay at the time she leaves.
- 74.5** An employee will have ten (10) working days **from** the date of **discipline** to file a **grievance** under Article **75**.

GRIEVANCE PROCEDURE

75.0 GRIEVANCES BY EMPLOYEES

- 75.1** It **is** preferable that an **initial discussion** be held between the employee and supervisor to **determine** if a resolution can be achieved before **referral** to the grievance procedure.

step 1

- 75.2** Grievances will be submitted in **writing** and delivered to **CLS** through **HSAA**.

- 75.3** Grievances will indicate:

- 75.3.1** the nature of the grievance,
- 75.3.2** the clause or clauses claimed to have been violated,
- 75.3.3** and the redress sought.

- 75.4** Grievances will **be** addressed to the **grievor's Division** Manager and copied to the Human Resources Department within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the employee could reasonably have become aware that a violation of this Agreement had occurred.

- 75.5** The decision of the **Division** Manager will be delivered in writing to the **grievor** and **HSAA** within seven (7) days of receipt of the grievance.

Step 2

- 75.6** Within seven (7) days of **receipt** of the decision of the Department Manager the grievance may be advanced to Step 2 by **submitting** a copy of the original grievance with a letter indicating that the **grievance** has not been resolved to the Senior Operating **Officer**, and copied to the Human Resources Department.

- 75.7** Upon receipt of the Step 2 letter, a **meeting** will be arranged to allow the **grievor** to present her grievance to the Senior **Operating Officer**.
- 75.8** The Senior **Operating Officer** will **deliver** a **decision in writing** to the **grievor** and **HSAA** within seven (7) days of the date of the **meeting**.
- 75.9** If **HSAA** is not **satisfied** with the **decision** at Step **2**, it may elect to submit the **grievance** to **Arbitration** under Article **78**.
- 76.0** **POLICY GRIEVANCES BY HSAA**
- 76.1** Policy **grievances** will be submitted in writing to the **Senior Operating Officer** and copied to the Human Resources Department, and will **indicate**:
- 76.1.1 the nature of the **grievance**.
- 76.1.2 the clause or clauses claimed to have been violated,
- 76.1.3 and the redress sought
- 76.2** The **time** limit for a policy grievance is twenty (20) days of the occurrence of the act causing the grievance or twenty (20) days from the time that **HSAA** could reasonably have become aware that a violation of the Agreement had occurred.
- 76.3** Upon receipt of a policy grievance by **CLS**, a **meeting** will be arranged to allow **HSAA** to present the grievance to the Senior Operating Officer.
- 76.4** The Senior Operating **Officer** will **deliver** a **decision in writing** to **HSAA** within seven (7) days of the date of the meeting.
- 76.5** If **HSAA** is not satisfied with the **decision**, it may elect to **submit** the grievance to **Arbitration**.
- 77.0** **GENERAL RULES**
- 77.1** Time spent at any grievance meeting by the **grievor** and any **HSAA** local unit representative who may attend the meeting with **CLS** will be considered working time.
- 77.2** An employee will be entitled to have an **HSAA** local unit representative or an **HSAA** Labour **Relations officer** present during any meeting pursuant to **this** grievance procedure.
- 77.3** A dismissal grievance will commence at Step **2**.
- 77.4** The time limit for filing a dismissal grievance will be ten (10) days from the date of **dismissal**.
- 77.5** If an individual **grievor** or **HSAA** fails to meet any time **limit** in **this grievance** procedure, the grievance will be **considered** to be abandoned.
- 77.6** If **CLS** fails to meet any time **limit** set out in **this** grievance procedure, the grievance will automatically move to the **next** step or be advanced to **Arbitration** on the day following the **expiry** of the time limit.
- 77.7** All time limits may be extended by agreement between **HSAA** and **CLS**.

GRIEVANCE ARBITRATION

78.0 GRIEVANCE ARBITRATION

- 78.1** Within seven (7) days following receipt of notification pursuant to Article 74 or 75 that a grievance has been referred to an Arbitration Board, CLS will advise HSAA of its appointee to the Arbitration Board. The appointees will, within seven (7) days, endeavor to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Minister of Labour will be requested to appoint a Chairman, or a single Arbitrator, pursuant to the Act.
- 78.2** The Arbitration Board or the single Arbitrator will hold a hearing of the grievance to determine the difference and will render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board will have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the parties and upon any employee affected by it and is enforceable pursuant to the Act.
- 78.3** The award will be governed by the terms of this Collective Agreement and will not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator by way of an award, determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to her seems just and reasonable in all circumstances.
- 78.4** Each of the parties will bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator will be borne equally by the parties.
- 78.5** Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

EXPEDITED MEDIATION AND ARBITRATION

- 78.6** In the event of a grievance set out in the following list, either CLS or HSAA may refer the matter to expedited arbitration in accordance with the procedures set out below.
- 78.7** Issues subject to expedited arbitration are:
- 78.7.1** dismissal; and
 - 78.7.2** grievances related to the application of the Promotions, Transfers, and Vacancies article (Article 12) of the agreement; and
 - 78.7.3** any entitlement under the agreement which is related to an ongoing financial liability of CLS or a potential loss due to delay; and
 - 78.7.4** any other issue by agreement.
- 78.8** If the grievance is not settled to the satisfaction of the Grievor within seven (7) days of receipt of CLS's decision at any step of the grievance, the matter may be referred to a Mediator for a final attempt at resolving the outstanding issues prior to arbitration.
- 78.9** CLS and HSAA will agree on upon a Mediator who is available and capable of meeting with the parties within one (1) month of her appointment.

- 78.9** CLS and HSAA will agree upon a Mediator who is available and capable of meeting with the parties **within** one (1) month **of** her **appointment**.
- 78.10** If the **grievance** is not resolved by the mediation, the matter may be referred to a single **arbitrator** **within** **thirty (30)** days **of** the last meeting with the Mediator.
- 78.11** CLS and HSAA will agree upon an **arbitrator** who is available and capable of **meeting** with the parties **within** one (1) month of her **appointment**.
- 78.12** **Written** reasons **for decision** shall be **issued** only to the extent the arbitrator deems it necessary to convey the decision.
- 78.13** The **arbitration** awards resulting **from** the **expedited arbitration** process will be **of** no precedent **value** and will not be referred to by either **CLS** or **HSAA** in respect **of** any other matter.
- 78.14** All settlements **of** **expedited arbitration** cases prior to an arbitration hearing will be without **prejudice**.
- 78.15** All **relevant provisions** of the Grievance and Grievance Arbitration procedure will **continue** to apply to the **expedited** arbitration process, except as modified by **this** Article.

GENERAL

79.0 EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 79.1** There will be an Employee • Management Advisory Committee ("**EMAC**") which will consist **of** at least one representative of **HSAA** and one representative of **CLS**.
- 79.2** The **purpose** of **EMAC** will be to discuss and make recommendations on issues **of** concern to the parties.
- 79.3** **Meetings** shall be scheduled by the **EMAC** representatives as need arises.
- 79.4** There **will** be no loss of income for **time** spent by employees at meetings and in carrying out the **functions** of **EMAC**.

80.0 OCCUPATIONAL HEALTH AND SAFETY

- 80.1** **CLS** and **HSAA** will cooperate to the fullest extent in the matter **of** occupational health, safety and accident prevention.
- 80.2** Required safety equipment and devices will be **provided** where necessary by **CLS**.
- 80.3** **CLS** will establish a Health and **Safety Committee** ("**H&S**") which will be composed **of** representatives of **CLS** and at least two (**2**) **representatives** of **HSAA** and may include **representatives** of other employee groups. The number **of** **CLS** **representatives** on H&S will not exceed the number of representatives from **HSAA** and other employee groups.
- 80.4** **H&S** will meet at least once a month.
- 80.5** There **will** be no loss **of** income **for** time spent by employees at meetings and in carrying out the **functions** of H&S.

81.0 CASUAL EMPLOYEES

81.1 Except as **modified** by this article, all **provisions of the Collective Agreement** apply to casual employees, except casual employees are not entitled to the **provisions** provided in:

Article 10 :	Probation
Article 11 :	Seniority
Article 13 :	Layoff
Article 14 :	Recall
Article 15 :	Technological Change
Article 17 :	Resignation
Article 18 :	Termination Entitlements
Article 19 :	Deemed Termination
Article 24 :	Work Schedules and Shifts
Article 52-55 :	Sick Leave
Article 60 :	Employee Benefit Plans
Article 61 :	Pension Plan
Articles 62-71 :	Leaves of Absence
Article 74 :	Discipline and Dismissal

OVERTIME

81.2 Amend Article **25.1** to read:

"All hours, authorised by **CLS** and worked by a casual employee in excess of seven and three-quarter (**7 3/4**) hours in a day or one hundred and **fifty-five (155)** hours worked in each consecutive and non-inclusive twenty-eight (**28**) calendar day period."

INCONVENIENCE PAY

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

WAGE INCREMENTS

81.4 Amend Article **33.1** to read:

"Casual employees shall be **entitled** to an increment on the satisfactory completion of two thousand and twenty-two point seven **five (2,022.75)** regular hours of work, and further increments on the satisfactory completion of one thousand eight hundred and twenty-nine (**1,829**) regular hours of work thereafter until the maximum rate is reached."

VACATIONS

81.5 Article **39** is replaced with:

Casual employees shall earn vacation entitlement as follows:

81.5.1 Vacation **Leave** will be deemed to have commenced on the first regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty.

- 81.5.1.1 during **each of the first** and second years of employment an employee is **entitled** to twenty-one **(21)** calendar days: or
- 81.5.1.2 during each of the third to fourteenth years of employment an employee **is** entitled to **twenty-eight (28)** calendar days: or
- 81.5.1.3 during each of the **fifteenth** to twenty-fourth years of employment an employee is entitled to **thirty-five (35)** calendar days: or
- 81.5.1.4 during each of the twenty-fifth and subsequent years of employment an employee **is entitled** to forty-two **(42)** calendar days off.
- 81.5.2 Vacation Pay will be **paid in** accordance **with** the following:
 - 81.5.2.1 **during** each of the **first** and Second years of employment, **six (6%)** of her regular **earnings** (as defined in Article **81.5.3** below): or
 - 81.5.2.2 during each **of the third** to fourteenth years of employment, **eight (8%)** of her regular **earnings** (as **defined** in Article **81.5.3** below); or
 - 81.5.2.3 during each of the fifteenth **to** twenty-fourth years of employment, ten **(10%)** of her regular earnings (as defined in Article **81.5.3** below); or
 - 81.5.2.4 during each of the **twenty-fifth** and subsequent years of employment, twelve **(12%)** of her regular earnings (as defined below **in Article 81.5.3**).
- 81.5.3 Only those regularly scheduled hours **and** additional hours worked at **the** basic rate of pay and on a Named Holiday to a **maximum** of **seven** and three-quarters **(7-3/4)** hours will be **recognized** as regular earnings **for** the purpose **of** determining **vacation** pay.
- 81.5.4 Vacation pay for casual employees will be paid on every pay period.

NAMED HOLIDAYS

- 81.6 Articles **44** and **45** are replaced **with**:
 - 81.6.1 Casual employees who are required to work on a named **holiday**, which are:

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

and all general **holidays** proclaimed to be statutory **holidays** by the **City of Calgary**; the Province **of** Alberta; and the Government of Canada

will be **paid** at one and one-half times **(1-1/2X)** her basic rate **of** pay for the **first** Seven and three-quarter **(7 3/4)** hours worked on a Named Holiday, and two **times (2X)** her basic rate Of pay for time worked in excess of seven and three-quarter **(7-3/4) hours**.
 - 81.6.2 Casual employees shall be paid, in addition to her basic rate of pay, four point **six** per Cent **(4.6%)** of her basic hourly rate **of** pay in lieu of Named **Holidays**, and the Floater **Holiday**.

82.0 TEMPORARY EMPLOYEES

- 82.1** A temporary full-time or temporary **part-time** employee shall be covered by the terms and **conditions of this Collective Agreement, applicable to full-time or part-time** employees as the case maybe.
- 82.2** At the time of hire, **CLS will** state in writing the expected term **of** employment.
- 82.3** A temporary employee will not have the right **to grieve the termination** of her employment when she is no longer required **in** that position, or on **completion** of the **expected** term **of the position**.

83.0 PART-TIME EMPLOYEES

HOURS OF WORK

- 83.1** Amend Article **23.1** to read:
- "Regular hours of work, exclusive of meal periods, will be up to seven and three-quarter (**7-3/4**) hours **in** any day. The ratio of **work** days to non-work days shall not exceed **5:2** averaged over a period of not more than four (**4**) weeks."
- 83.2** Amend Article **23.2** to read:
- "Regular hours of work will include one (**1**) rest period of fifteen (**15**) minutes, scheduled by **CLS** during each **shift**, where the shift is less than seven and three-quarter (**7-3/4**) hours but more than three and three-quarter (**3-3/4**) hours. Rest periods or meal **periods** may be combined by agreement, subject to operational requirements."
- 83.3** Amend Article **24.0** by adding:
- 83.3.1** ***A** part-time employee may work additional **shifts** from time to time.
- 83.3.2** Where a part-time employee **volunteers** or agrees, when requested, to work additional shifts, she **will be** paid at her basic rate of pay for such hours or, if applicable, at the overtime rate for those hours worked in excess **of seven** and threequarter (**7-3/4**) hours par day.
- 83.3.3** Where a part-time employee **is required** by **CLS** to work on her scheduled day off, she will be **paid** at one and one-half (**1-1/2X**) her basic rate of pay for the first **two** hours of overtime **worked** during the first such day and two (**2X**) times her basic rate **of pay for** overtime hours worked in excess of two (**2**) hours on such day; and two times (**2X**) her basic rate of pay for hours worked during such second and subsequent consecutive days worked.
- This premium** payment will cease and the employee's basic rate of pay will apply at the start **of** her next scheduled **shift**, or additional **shift** worked pursuant to Article **83.2.2**.
- 83.3.4** At the **time** of hire or transfer, **CLS will** state **in writing** a **specific** number of hours per shift cycle **which will** constitute the regular hours of work **for** each part-time employee. Such hours will not be altered except by agreement between **CLS** and the employee, or by the operation of Article **13** of the Collective Agreement."

OVERTIME

84.1 Amend Article 25.0 to read:

"Overtime is all time authorized by CLS and worked by a part-time employee in excess of the maximums specified in Article 83."

WAGE INCREMENTS

85.1 Amend Article 33.0 to read:

"Part-time employees shall be entitled to an increment on the satisfactory completion of two thousand and **twenty-two point seven five (2,022.75)** regular hours of work, and further increments on the satisfactory completion of one thousand eight hundred and twenty-nine **(1,829)** regular hours of work thereafter until the maximum rate is reached."

VACATIONS

86.1 Article 39 is replaced with:

Part-time employees shall earn vacation entitlement as follows:

86.2 Vacation Leave will **be** deemed to have commenced on the first regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty.

86.2.1 During each **of** the **first** and second years **of** employment an employee is **entitled** to twenty-one **(21)** calendar days; or

86.2.2 during each of the **third** to **fourteenth** years of employment an employee is **entitled** to **twenty-eight (28)** calendar days; or

86.2.3 during each of the **fifteenth** to **twenty-fourth** years of employment an employee is **entitled** to **thirty-five (35)** calendar days; or

86.2.4 **during** each of the **twenty-fifth** and subsequent years **of** employment an employee is **entitled** to **forty-two (42)** calendar days off.

86.3 Vacation Pay **will** be **paid** in accordance **with** the following:

86.3.1 **during** each **of** the **first** and second years of employment, six **(6%)** of her regular earnings (as defined in Article 86.4 below); or

86.3.2 **during** each of **the** **third** to **fourteenth** years of employment, eight **(8%)** of her regular earnings (as defined in Article 86.4 below); or

86.3.3 during each of the **fifteenth** to **twenty-fourth** years **of** employment, ten **(10%)** of her regular earnings (as defined in Article 86.4 below): or

86.3.4 during each **of** the **twenty-fifth** and subsequent years **of** **employment**, twelve **(12%)** of her regular earnings (as defined below in Article 86.4).

86.4 Only **those** regularly scheduled hours and additional hours worked at the basic rate of pay and **on** a Named **Holiday** to a maximum **of** seven and three-quarters **(7 3/4)** hours will, be **recognized** as regular earnings for the purpose **of** determining vacation pay.

- 86.5** Vacation pay for part-time employees will be payable in either **Of** the following methods:
- 86.5.1** vacation pay **will** be accumulated in accordance **with Article 86.2** and **paid** on the regular pay **days** during the employee's vacation period or,
- 86.5.2** **vacation** pay will be **paid** on every pay cheque.
- 86.5.3** All part-time employees **will** be required to make a permanent election as to the method **of** payment for vacation pay.

NAMED HOLIDAYS

- 87.1** Articles **44** and **45** are replaced in **their** entirety by the following:
- 87.2** Part-time employees who are required to work on a named holiday, which are:

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

and all general **holidays** proclaimed to be statutory holidays by **the** City of Calgary; the Province of Alberta; and the Government of Canada

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

- 87.3** Part-time employees shall be paid, in addition to her basic rate of pay, four point six per cent **(4.6%)** of her basic hourly rate of **pay** in lieu **of** Named **Holidays**, and the Floater **Holiday**.

SICK LEAVE

- 88.1** Amend Article **52.2** to read:
- After an employee has completed her probationary period she will earn **sick leave credits** at the **rate** of eleven point **six two five (11.625)** hours **for** each full month **of** employment computed from the date of employment up to a **maximum credit** of nine hundred and thirty **(930)** hours, pro-rated to the regularly scheduled hours she works each month. **However**, an employee **will** not be entitled to apply **sick leave credit** prior to completion of her probationary **period**.

BEREAVEMENT LEAVE

- 89.1** In calculating paid bereavement **entitlement** for **part-time** employees, the **provisions of Article 66** shall **apply** only to regularly scheduled working days which fall **within** a ten **(10)** calendar day **period**, commencing **with** the date of death.

90.0 CHANGE OF STATUS

- 90.1** A permanent employee may **give CLS notice** of a desire **to** decrease her regular hours of work on a **permanent** or temporary basis. at any time. **If** the decrease is on a temporary **basis**, the term will be subject to agreement between the employee and **CLS**.
- 90.2** **CLS** will attempt **to** accommodate the request, **subject to operational** requirements, by **determining** if any vacancies **exist** or are anticipated for the employee to transfer into,
- 90.3** If a suitable vacancy **exists**, **CLS** may transfer the employee **into** the vacant **position** without a posting under Article **24**.
- 90.4** If no suitable vacancy **exists**, then **CLS** will seek a posting **waiver** for a new **position** from **HSAA**, and upon **receipt** of the **waiver**, **CLS** may transfer the employee into the new position.
- 90.5** When a full-time employee transfers to a part-time **position**:
- 90.5.1** any unused **vacation** must be **either** used or paid out by the effective date of the transfer; and
- 90.5.2** she **will be provided with** a letter stating a specific number of hours per shift cycle as her regular hours of work ("**Full-time** equivalency" or "**FTE**"); and
- 90.5.3** her sick leave bank earned as a full-time employee will remain unchanged on the effective date of the transfer, but her future sick leave earnings will be prorated under Article **88.1**; and
- 90.5.4** she will be credited for all hours worked as a full-time employee since her last wage increment until the effective date of the transfer, towards the hours needed for her next increment under Article **85.1**.
- 90.6** A temporary or casual employee who transfers to regular full-time or regular **part-time employment** will be **credited** with the following entitlements earned during her **period of employment**, provided not more than six (**6**) months have elapsed since she last worked for **CLS**:
- 90.6.1** salary increments: and
- 90.6.2** vacation **entitlement**; and
- 90.6.3** seniority: and
- 90.6.4** a temporary employee **will** also be **credited with** sick leave earned and not taken during her period **of** temporary employment.

91.0 COPIES OF COLLECTIVE AGREEMENT

91.1 CLS will provide a copy of the Collective Agreement to each new employee upon appointment.

91.2 The Collective Agreement will be printed in pocket size form by HSAA, and the cost will be shared equally between the parties.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

Ray Finkle

DATE April 11/97

[Signature]

DATE April 11/97

Linda Harman

DATE April 11/97

A. M. S. Entipe

DATE April 11/97

for CLS

[Signature]

DATE April 11/97

[Signature]

DATE April 11/97

DATE _____

DATE _____

LETTER OF UNDERSTANDING #1

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

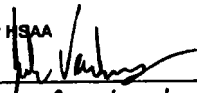
THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)

RE: EMPLOYEE BENEFIT PLANS

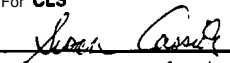
CLS and HSAA agree that:

1. In order to address changing needs of CLS and its employees, they may undertake a review of the employee benefits provided under Article 60 of the agreement.
2. A Joint Committee (the "committee") would be established. The committee will have the authority to:
 - develop principles, goals and objectives for the committee and establish its own terms of reference; and
 - review, investigate, and encourage discussions which will result in an improved understanding by all affected parties regarding health benefits; and
 - to make recommendations to CLS and HSAA on a without prejudice basis regarding current and future benefit requirements in terms of plan design, services, programs, and structures.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA


DATE April 11/97

For CLS


DATE April 11/97

LETTER OF UNDERSTANDING #2

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)

RE: SICK LEAVE CREDITS

CLS and HSAA recognise that CLS employees formerly employed by Calgary Medical Laboratories (CML) were limited in the amount of sick leave credits they could be granted under the collective agreement between CML and HSAA. Accordingly, CLS and HSAA agree that those employees will be granted sick leave credits according to the following schedule immediately upon ratification of the agreement.


1. Employees in their first (1st) year of continuous full-time employment will be granted sick leave credits of fifteen (15) days; and
2. Employees in their second (2nd) year of continuous full-time employment will be granted sick leave credits of thirty (30) days; and
3. Employees in their third (3rd) and fourth (4th) years of continuous full-time employment will be granted sick leave credits of 60 days; and
4. Employees in their fifth (5th) and sixth (6) years of continuous full-time employment will be granted sick leave credits of ninety (90) days; and
5. Employees in their seventh (7th) or subsequent years of continuous full-time employment will be granted sick leave credits of one hundred and twenty (120) days.

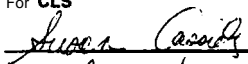
No employee who was entitled to or was granted sick leave credits in excess of those set out above immediately prior to being covered by this agreement, will have her sick leave credits reduced.

Part-time employees will have their benefits from the above schedule pro-rated to their regularly scheduled hours of work each month.

Employees who have been credited with less than one hundred and twenty (120) days of sick leave credits will earn credits under the sick leave provisions of the agreement.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

DATE April 11/97

For CLS

DATE April 11/97

LETTER OF UNDERSTANDING #3

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)

RE: ROTATING EMPLOYEES

CLS and HSAA recognise that CLS may request that certain employees volunteer to act as "rotators" from time to time.

CLS and HSAA agree that "rotators" will:

1. be available to take shifts commencing at various hours of the working day in order to replace absent employees on short notice, and
2. may have to travel between the various CLS branch offices during the course of a working day.

CLS and HSAA recognize that these requirements create inconveniences for rotators that do not fall on other CLS employees. Accordingly, CLS will compensate employees in rotator positions as follows:

1. rotators will receive one hundred and twenty five dollars (\$125.00) per month. (This payment will not be provided for periods of voluntary leave [including the voluntary portion of maternity leave] or of Long Term Disability of greater than one [1] month.)
2. rotators who incur approved parking expenses while using their vehicles for CLS business will be reimbursed in accordance with CLS policy; and
3. rotators will be paid mileage as follows:
 - (a) for all travel in excess of forty (40) kilometres to their first worksite of the day when the one-way mileage to that worksite is in excess of forty (40) kilometres; and
 - (b) for all travel between CLS sites after having reported to the first worksite.

As there is a risk of rotators' having their motor vehicle insurance coverage denied when they are called upon to transport blood or other potentially hazardous samples in their personal vehicles on CLS business, CLS will indemnify and save harmless its rotators from any damages arising from such transportation of samples on behalf of CLS.

CLS and HSAA will review the levels of reimbursement set out in this Letter of Understanding on an annual basis, or at the request of either party, to ensure that the levels of reimbursement adequately reflect the costs of rotating.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA



DATE

April 11/97

For CLS



DATE

April 11/97

LETTER OF UNDERSTANDING #4
BETWEEN
CALGARY LABORATORY SERVICES (CLS)
AND
THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
RE: WAGE TRANSITIONS

CLS and HSAA agree that the following will apply to allow the **conversion** of employees' wages from their **old pay** provisions to the wages set out in the Wage Appendix of this agreement ("CLS scale").

For former Hospital employees who were covered by the **1993-1995 HSAA/AHA Provincial Paramedical Technical** collective agreement ("**AHA** scale"):

Laboratory Tech **III**'s:

1. Those at the **8th** step on the **AHA** scale move to the **7th** step on the **CLS** scale on April 1, 1997.

Lab Tech **II**'s:

1. Those at the **7th** step on the **AHA** scale move to the **6th** step on the **CLS** scale on April 1, 1997.
2. Those at the **8th** step on the **AHA** scale move to the **7th** step on the **CLS** scale on April 1, 1997.

Lab Tech **I**'s:

1. Those at the **7th** step on the **AHA** scale move to the **6th** step on the **CLS** scale on April 1, 1997.
2. Those at the **8th** step on the **AHA** scale move to the **7th** step on the **CLS** scale on April 1, 1997.

Lab **Asst I**'s:

1. Those at the **7th** step on the **AHA** scale move to the **6th** step on the **CLS** scale on April 1, 1997.
2. Those at the **1st** step on the **AHA** scale remain on step 1 of the **CLS** scale until their anniversary date, but **will** receive a lump sum payment each month from April 1997 to December 97 in the amount of **2.75%** of their wages.

For **former** private sector employees **who** were **covered** by the **1993-1995 HSAA/Bow Valley Diagnostic Services Inc. collective** agreement ("CML scale"):

Lab Tech II's and Lab Tech I's:

1. **Beginning** on April 1, 1997, those at Step 6 of the **CML** scale, move to Step 7 on the **CLS** scale on **their** anniversary dates.

Lab Assistants:

1. Those at Step 2 (the "after 6 month" rate) **of** the **CML** scale move to Step 1 of the **CLS** scale on April 1, 1997, and move to Step 2 of the **CML** scale on their next anniversary date.
2. Those at Step 3 (the "after 18 month" rate) **of** the **CML** scale move to Step 2 of the **CLS** scale on April 1, 1997, and **receive** a lump sum payment each month **from** April 1997 to December 1997 in the amount of **2.75%** of their wages.
3. Those at the Step 4 (the "after 2 year" rate) **of** the **CML** scale move to Step 3 of the **CLS** scale on April 1, 1997, and **receive** a lump sum payment each month from April 1997 to December 1997 in the amount **of 2.75%** of their wages.
4. Those at the **Step** 5 (the "after 3 year" rate) **of** the **CML** scale move to Step 4 of the **CLS** scale on April 1, 1997, and receive a lump sum payment each month from April 1997 to December 1997 in the amount of **2.75%** of their wages.
5. **Those** at me Step 6 (the 'after 4 year" rate) move to Step 5 **of** the **CLS** scale on April 1, 1997, and receive a lump sum payment each month **from** April 1997 to December 1997 in the amount **of 2.75%** of their wages.
6. **Those at** me Step 7 (the 'after 5 year" rate) move to Step 6 of the **CLS** scale on April 1, 1997.

AGREED **TO BY THE PARTIES ON THE DATES INDICATED BELOW**

For **HSAA**

For **CLS**

DATE _____

DATE _____

SALARIES APPENDIX

CLASSIFICATION	1	2	3	4	5	6	7
LABORATORY TECHNOLOGIST III							
April 1, 1997	19.95	20.58	21.26	21.93	22.63	23.36	24.09
January 1, 1998	20.41	21.05	21.75	22.43	23.15	23.89	24.65
January 1, 1999	20.84	21.50	22.20	22.90	23.63	24.39	25.17
LABORATORY TECHNOLOGIST II							
April 1, 1997	18.48	19.19	19.75	20.48	21.21	21.93	22.51
January 1, 1998	18.91	19.64	20.20	20.95	21.70	22.43	23.03
January 1, 1999	19.31	20.05	20.63	21.39	22.15	22.90	23.51
LABORATORY TECHNOLOGIST I PATHOLOGY TECHNICIAN							
April 1, 1997	17.25	17.83	18.55	19.31	20.03	20.73	21.30
January 1, 1998	17.65	18.24	18.97	19.75	20.49	21.21	21.79
January 1, 1999	18.02	18.62	19.37	20.17	20.92	21.66	22.25
LABORATORY ASSISTANT II							
April 1, 1997	12.15	12.76	13.37	13.97	14.58	15.19	
January 1, 1998	12.43	13.05	13.68	14.30	14.92	15.54	
January 1, 1999	12.70	13.33	13.96	14.60	15.23	15.86	
LABORATORY ASSISTANT I							
April 1, 1997	11.16	11.80	12.58	12.93	13.46	14.20	
January 1, 1998	11.42	12.07	12.87	13.23	13.77	14.53	
January 1, 1999	11.66	12.32	13.14	13.51	14.06	14.83	

LETTER OF UNDERSTANDING

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)

RE: WAGE TRANSITIONS- INCREMENTS FOR PART-TIME EMPLOYEES

CLS and HSAA agree that in order to remove any ambiguity created by the terms of the 1997- 1999 Collective Agreement, the following rules will apply for determining the wage increments of existing part-time employees:

1. Part-time employees formerly employed in the public sector will be immediately moved to that step in the salary scale which reflects their current years of service.
2. All **Part-time** employees employed as of March 31, 1997 will be granted future increments on their anniversary dates.
3. All **Part-time** employees hired on April 1, 1997 and thereafter will be granted increments on the basis of hours worked under the terms of Article 85.1 of the Collective Agreement.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For **HSAA**



DATE June 4/97

For **CLS**



DATE June 4/97

LETTER OF UNDERSTANDING

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND


THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)

RE:STATUS OF EMPLOYEES TEMPORARILY ASSIGNED TO SECTIONAL SYSTEMS (IMPLEMENTATION) COORDINATOR POSITIONS

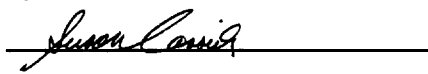
CLS and HSAA agree that the status of all **employees** temporarily assigned to Sectional Systems (Implementation) Coordinator positions will be governed by Article **29.3** of the Collective Agreement. This agreement is made in recognition of the fact that employees in these positions who were formerly employed by **MDSK** and covered by the terms of the **1993 - 1995 CML - HSAA** Collective Agreement started in the Sectional Systems (implementation) Coordinator positions while under the **1993 - 1995 CML - HSAA** Collective Agreement, which did not contain any provisions similar to Article **29.3**.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For **HSAA**



For **CLS**



D A T E June 4/97

DATE June 4/97

LETTER OF UNDERSTANDING

BETWEEN

CALGARY LABORATORY SERVICES (**CLS**)

AND

THE **HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)**

RE: PAY RATE OF LINDA ANSELL

CLS and **HSAA** agree that the **position** occupied by Ms. Linda **Ansell** will be classified as a "Laboratory Technologist I" and she **will** be paid according to the Laboratory Technologist I scale in the Salaries Appendix to the Collective Agreement.

In the event that **Ms. Ansell ceases to** be employed by **CLS** in this position, this Letter of Understanding **will** become null and void.

AGREED TO BY THE PARTIES ON THE **DATES** INDICATED BELOW

For **HSAA**



DATE June 4/97

For **CLS**



DATE June 4/97.