

COLLECTIVE AGREEMENT

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

July 1, 2002 - June 30, 2005

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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 92-98 and any amendments to that certificate.
- 1.2** The agreement will be effective from July 1, 2002, until June 30, 2005, 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 March 1, 2005 and April 30, 2005.
- 1.3** If notice is given to change the agreement, it will continue until a new agreement has been reached.
- 1.4** Employees who left the employ of CLS subsequent to June 30, 2002 have thirty (30) calendar days from the date of ratification to apply to the Employer for any retro activity applicable under Article 25, 26 and 27 and Wages Appendix.
- 1.5** Retroactivity applicable under Articles 25, 26 and 27 for the period of July 1, 2002 to June 30, 2005 will be applicable to employees employed by Calgary Laboratory Services at date of ratification.

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. It excludes all other premiums and allowances.

2.3 "Employee" is any person employed in the bargaining unit defined by Labour Relations Board certificate Number 92-98 and any amendments to that certificate.

2.4 A "shift" is a daily tour of duty exclusive of overtime hours.

2.5 A "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:

2.5.1 A "full-time employee" is one who is regularly scheduled to work the full hours of work under the Hours of Work article of the Collective 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 as specified under the Hours of Work article of the Collective Agreement.

2.7 A "temporary employee" is one who is hired:

2.7.1 for a specific job of three (3) months or greater, and less than twelve (12) months duration; or

2.7.2 to replace a full-time or part-time employee who is on 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 regular full or part-time employee determined by the ratio of the regular hours per shift cycle set out for the employee under Article 23.2, 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 within the bargaining unit 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** "Code" means the Labour Relations Code as amended from time to time.
- 2.18** "Day" means an ordinary twenty-four (24) hour calendar day unless specified otherwise.

- 2.19** “Shift cycle” shall mean total number of regular full or part-time hours worked in two (2) pay periods.
- 2.20** 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 92-98 and any amendments to that 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 Chair 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 with pay by CLS to tend to HSAA business as long as the operational efficiency of CLS will not be disrupted. If the request is denied, reasons will be given by CLS. HSAA agrees to reimburse CLS for actual salary paid to the employee while on leave plus an administrative charge of fifteen percent (15%).
- 4.9** Representatives of HSAA will be granted time off with pay in order to participate in collective bargaining with CLS. HSAA agrees to reimburse CLS for actual salary paid to the employee while on leave plus an administrative charge of fifteen percent (15%).
- 4.10** Members of the Executive Council of HSAA will be granted time off with 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. HSAA agrees to reimburse CLS for actual salary paid to the employee while on leave plus an administrative charge of fifteen percent (15%).
- 4.11** The President of HSAA will be granted a leave of absence without pay.

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 every two (2) weeks.

- 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 current and updated 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;
 - 6.5.6 the amount of the deductions, on an ongoing basis;
 - 6.5.7 her work telephone numbers; and
 - 6.5.8 employees seniority date.
- 6.6** Bi-weekly CLS will send copies of the Employment Change Forms to HSAA which indicate:
 - 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);
 - 6.6.3 any changes of employees' status (including sick leave, maternity leave, or any other leave of absence expected to exceed thirty [30] calendar days); and
 - 6.6.4 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.
- 6.8** Bi-weekly dues that are outlined above shall be supplied to HSAA in an electronic spreadsheet format, agreed to by the parties.

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, physical disability, mental disability, 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.

EMPLOYMENT

10.0 PROBATION

- 10.1** A newly hired regular or temporary employee will serve a probationary period of nine-hundred and thirty (930) 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 eight (8) weeks prior to completion of her probationary period.
- 10.5** 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** For Employees hired by CLS prior to July 01, 2002, seniority is the length of service of an employee with CLS, or its immediate predecessors, commencing on the last date of hire.
- 11.2** For Employees hired by CLS after July 01, 2002, seniority with CLS starts on the date on which the Employee commenced employment in the bargaining unit.
- 11.3** Seniority can not be exercised by a probationary employee until the successful completion of the probationary period.
- 11.4** Seniority will be considered broken and all rights forfeited:
 - 11.4.1 when she resigns from a bargaining unit position or is terminated from her bargaining unit position; or

11.4.2 upon the expiry of her recall rights; or

11.4.3 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. HSAA shall be copied on all job postings within five (5) calendar days of the posting.

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.

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 and HSAA within seven (7) calendar days of the appointment.

12.5.1 At the time of hire or transfer the successful applicant shall be provided with documentation which shall include the following:

- a) Status (regular, temporary, or casual)
- b) Classification

- c) Date of Hire and transfer (if applicable)
- d) Increment Level, and Number of hours per shift and shifts per cycle

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 12.0.

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.

12.7.1 Where a vacancy for a Temporary position has been filled by a Regular Full-time or Part-time employee, such employee shall remain in the Temporary position for the duration of the term of the Temporary position stated in the original Temporary job posting and subject to the following principles:

- i) The employee shall not be eligible to apply on vacancies which constitute a lateral transfer, i.e. a vacancy of the same FTE and in the same classification that the employee occupies in their regular employment capacity.
- ii) The employee may apply on any vacancy which constitutes an increase in FTE, or a promotion to a higher classification, relevant to the position the Employee occupies in their regular employment capacity.

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 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.
- 12.13** If an employee is transferred by CLS to another site other than their base location, CLS shall ensure that satisfactory training is provided following an assessment of the employee's skills and abilities and the identified need resulting from that.

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 HSAA and all employees who are to be laid off, in writing by registered mail or in person, at least twenty-eight (28) days prior to layoff.

13.2.1 The twenty-eight (28) 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-eight (28) 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-eight (28) days after notice of layoff, the employee will be paid in lieu of such work for that portion of the twenty-eight (28) 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.

13.3.1 For the purposes of Article 13: Layoff and Recall "qualified and capable of performing the work required" shall be assessed by the Employer recognizing the need to provide a period of familiarization and orientation.

13.3.2 An employee who receives a layoff notice will have three (3) working days exclusive of Saturday, Sunday and Named Holidays from the receipt of the notice to indicate her wish to:

- a) Displace the most junior employee at her current classification, provided that the employee is qualified and capable of performing the required work,
- b) Take a position at her current classification which is a vacant position within the bargaining unit and for which the employee is qualified and capable of performing the work, or
- c) At the employee's option, accept layoff with the right to recall

- 13.3.3 If an employee elects (a) or (b) above, and the Employer determines that the employee is not capable and qualified of performing the work of the position selected, the Employer shall inform the employee and HSAA of such within fourteen (14) days of the employee making such selection. The employee shall then have the right to make another selection in accordance with Article 13.3.2.
- 13.4** Should an employee be incapable of displacement in her classification she may look within the classification series in accordance with Article 13.3.2.
- 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.
- 13.7** If CLS proposes to layoff an employee while she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall not be served with notice under Article 13.2 until she has advised CLS of her readiness to return to work.
- 13.8** When notice of layoff is delivered to an employee in person, the employee may be accompanied by a representative of HSAA.
- 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 returned to her former classification and hours of work (FTE status) or her recall rights expire.
- 14.2** Prior to hiring any new regular or temporary employees, CLS will recall laid off 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 one (1) year from the effective date of her layoff, in the case of a reduction in classification, or

14.4.2 two (2) years of the effective date of her layoff, in the case of a decrease in hours (including a layoff to the street).

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-basis inside their classification which is not regularly scheduled;

14.6.2 regularly scheduled work for a period of less than three (3) months 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 seven (7) day period.

14.7 CLS will offer opportunities for casual work to laid off employees in order of their seniority before assigning the 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 off 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 and 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.

16.2 Severance

- i) Severance shall be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
- ii) The employer shall approve one of or a combination of the following severance options to be offered to eligible Regular Employees as defined in Article 16.2.3 of this Collective Agreement.

16.2.1 **OPTION I**

- a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full year of continuous employment to a maximum of forty weeks pay.
- b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) week's regular pay at the basic rate of pay for each full period of one thousand eight hundred and twenty nine (1829) hours worked at the basic rate of pay to a maximum of forty (40) weeks pay.
- c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purposes of clarity means regularly scheduled hours of work exclusive of overtime hours, callback hours, and additional hours for Part-time Employees) X Basic Rate of Pay (which for the purposes of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
- d) For purposes of severance, continuous employment shall be calculated on the basis of the seniority date with CLS, and shall exclude absences in excess of one (1) year.

16.2.2 **OPTION II**

- a) A Regular Full-time Employee shall be eligible for severance notice of two (2) weeks for each full year of continuous employment to a maximum of forty (40) weeks, during which the Employee shall continue to work.
- b) A Regular Part-time Employee shall be eligible for severance notice in the amount of two (2) weeks for each full period of one thousand eight hundred and twenty nine (1829) hours worked at the basic rate of pay to a maximum of forty (40) weeks, during which the Employee shall continue to work.

- c) Regular Employees provided severance notice under this Option will be granted leave of absence with pay for the purpose of attending job interviews provided that advance notice is given to the Employer.
- 16.2.3 A Regular Employee who has received layoff notice in accordance with Article 13 and for whom no alternative vacant position is available shall have the option to select either of:
 - a) Layoff with recall rights as specified in Article 14 of the Collective Agreement; or
 - b) Severance as offered by the Employer in accordance with this Letter of Understanding.
- 16.2.4 A Regular Employee who accepts severance pay as described in Article 16.2.1 (Option I) above shall have terminated their employment, with no further right of recall.
- 16.2.5 A Regular Employee who accepts severance notice as described in Article 16.2.2 (Option II) above shall terminate their employment, with no further rights to recall at the conclusion of the notice period.
- 16.2.6 An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 16.2.7 A Regular Employee who receives notice of layoff shall have twenty eight (28) days from the date the notice of layoff is received to advise the Employer in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing, of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 13 of this Collective Agreement.
- 16.2.8 a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

- b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

16.2.9 Severance pay or notice provided shall be deemed to be inclusive of any and all legislative requirements for termination notice.

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, vacation pay and any accumulated Named Holiday pay (including the Floater Holiday) 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, vacation pay and any accumulated Named Holiday pay (including the Floater Holiday) 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 and 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. CLS will provide HSAA with a copy of the job description when changes are made.

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:
 - 21.1.1 CLS will establish a position title and a wage scale and give written notice of same to HSAA.

- 21.1.2 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.
- 21.1.3 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 Code.
- 21.1.4 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.
- 21.1.5 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.
- 22.4** Where the decision of the Employer results in a downgrading in classification, the affected employee shall be entitled to use the Grievance Procedure and Arbitration.

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 ($7\frac{3}{4}$) work hours per day; and

23.1.2 seventy-seven and one-half ($77\frac{1}{2}$) work hours in a fourteen (14) day period, averaged over two (2) pay periods.

23.2 Regular hours of work for a part-time employee, exclusive of meal periods, will be up to seven and three-quarter ($7\frac{3}{4}$) 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 two (2) pay periods.

23.3 A part-time employee may work additional shifts from time to time.

23.4 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 three-quarter ($7\frac{3}{4}$) hours per day.

23.5 Where a part-time employee is required by CLS to work on her scheduled day off, or an additional shift she will be paid at two times (2X) her basic rate of pay.

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 23.5.

23.6 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 operations of Article 13 of the Collective Agreement.

23.7 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.

Meal Periods and Rest Periods

23.8 Regular hours of work for full-time employees 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 and/or meal periods may be combined by agreement, subject to operational requirements.

23.9 Shifts of less than seven and three-quarter ($7\frac{3}{4}$) hours will include one (1) rest period of fifteen (15) minutes, scheduled by CLS during each shift where the shift is more than three and three-quarter ($3\frac{3}{4}$) hours and up to five (5) hours; one (1) rest period of twenty (20) minutes where the shift is more than five (5) hours and up to six (6) hours; one rest period of twenty-five (25) minutes if the shift is more than six (6) hours and less than seven and three-quarter ($7\frac{3}{4}$) hours; rest periods for an employee working seven and three-quarter ($7\frac{3}{4}$) hours shall be as outlined in Article 23.8. Rest periods and/or meal periods may be combined by agreement, subject to operational requirements.

Availability During Meal Periods

23.10 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

23.11 If an employee is required to work or is recalled to duty during her meal period, compensating time off for the full meal period will be provided later in the shift, or she will be paid at the applicable overtime rate for the entire meal period. If an employee is required to work or is recalled to duty during her rest period, the overtime rate of pay shall be applied to the entire rest period in addition to the basic rate of pay for the rest period.

No Split Shifts

23.12 Subject to Article 23.8 and 23.9 hours of work shall be consecutive.

Modified Hours of Work

23.13 Modified hours of work may be implemented by agreement between CLS and HSAA.

Daylight Saving Time

23.14 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 (7) 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-six (56) hours off duty, commencing at eighteen hundred (1800) hours on Friday night. An employee is classified as working a weekend provided that greater than fifteen (15) minutes is worked after eighteen (1800) hours, exclusive of overtime.

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 exclusive of any overtime hours, 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 24.2 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 two times (2X) the 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 two times (2X) the 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 two times (2X) the 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 two times (2X) the 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 twelve (12) weeks in advance.

24.5.1 If a shift is changed after being posted, the affected employee will be provided with eight (8) calendar days' notice of the new schedule.

24.5.2 Where CLS is unable to provide eight (8) 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) off will result in the payment of two times (2X) the 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 two times (2X) the 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) or more hours will result in the payment of two times (2X) the 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.
- 24.8** Should an employee report to work and commence work as scheduled and then be required by CLS to cease work prior to the completion of her scheduled shift, she will be paid for the balance of the scheduled shift.

Employee Shift Trading

- 24.9** 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.

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 two times (2X) the employee's basic rate of pay exclusive of meal periods, if taken.

25.3.2 For work on scheduled days off two times (2X) the employee's basic rate of pay

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 Overtime is all time authorized by CLS and worked by a part-time employee in excess of the maximums specified in Article 23.2.

25.5 All hours, authorized 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.

25.6 An employee who normally returns to her place of residence by means of public transportation following the completion of her regularly scheduled shift but who is prevented from doing so by being required to remain on duty longer than her regularly scheduled full or part-time shift, will be reimbursed for the cost of reasonable, necessary and substantiated transportation expense to her place of residence.

25.7 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 October 31, the end 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.

CLS will do quarterly reviews of the overtime banks and at such time discuss plans for utilization which will be achieved through mutual agreement.

Failing mutual agreement to utilization of overtime hours as time in lieu, hours in excess of 38.75 shall be paid out within two pay periods subsequent to the quarterly review dates.

25.8 No employee will be permitted to work more than a total of sixteen (16) hours in any twenty-four (24) hour period except in cases of emergency.

25.9 CLS shall endeavour to minimize the use of mandatory overtime.

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 twelve (12) weeks in advance, except in emergencies, or as agreed by CLS and HSAA.

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 eight (8) days notice will be paid at the higher on-call rate.

26.5.2 Employees assigned to 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:

For the period July 01, 2002 to December 31, 2004

26.6.1 on regularly scheduled days of work, the sum of two dollars and fifty cents (\$2.50) per hour; and

26.6.2 on days off and named holidays, the sum of three dollars (\$3.00) per hour (the "higher rate").

For the period commencing January 1, 2005

26.6.3 on regularly scheduled days of work, the sum of three dollars (\$3.00) per hour; and

26.6.4 on days off and named holidays, the sum of four dollars and twenty-five cents (\$4.25) 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 two times (2X) her basic rate of pay in addition to the payment received for being on-call.

For the period commencing January 1, 2005

26.7.1 An employee called back while on-call, will be paid for all hours worked during the call-back, or for three (3) hours, whichever is longer, at the rate of two times (2X) her basic rate of pay in addition to the payment received for being on-call.

26.7.2 If an employee is required to report for work on a call-back and the call-back is four (4) consecutive hours or more and she does not receive twelve (12) hours off from the end of the call to the beginning of the shift, then the employee will not be required to report for duty until the employee has received a total of twelve (12) consecutive hours off duty between the end of the call and the beginning of the shift. In such instances no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

- (i) The employee in the above situation will advise her Supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.
- (ii) This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee twelve (12) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.

26.7.3 If an employee is required to report for work on a call-back more than twice after 2300 hours, and she does not receive twelve (12) hours off from the end of the last call to the beginning of the shift, then the employee will not be required to report for duty until the employee has received a total of twelve (12) consecutive hours off duty between the end of the last call and the beginning of the shift. In such instances no deduction will be made in the employee's daily pay and the employee's normal shift hours will not be extended to have the employee work a full shift.

- (i) The employee in the above situation will advise her Supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.
- (ii) This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee twelve (12) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.

- (iii) If the call ends after 0500 hours and the employee wishes to continue into her scheduled shift, then her shift would be completed by noon. The employee shall be paid as if she had worked her entire scheduled shift.

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 three (3) hours, whichever is the longer, at the rate of two times (2X) her basic rate of pay.

End of Call-Back

- 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 will be subject to the terms under Article 25.7.

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 the rate of at least thirty-five cents (35¢) per kilometer from the employee's residence and return.

Telephone Consultations

- 26.12** When an employee, who is authorized to problem solve and/ or troubleshoot workplace matters, is consulted by telephone, compensation will be applied as follows:

26.12.1 Telephone consultations shall not apply during regular hours of work.

26.12.2 For time spent up to fifteen (15) minutes the Employee shall receive a minimum of thirty (30) minutes pay at the overtime rate of pay.

26.12.3 If the time spent is longer than fifteen (15) minutes then the employee shall be paid for all hours as per Article 25.3.1.

26.12.4 Authorization will not be unreasonably denied.

27.0 SHIFT PREMIUMS

For the period commencing July 1, 2002 to December 31, 2004

Evening Premium

- 27.1** An evening shift premium of one dollar and fifty cents (\$1.50) per hour will be paid to employees for each hour worked between eighteen hundred (1800) hours and twenty-three hundred (2300) hours.

Night Premium

- 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 twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

For the period commencing January 01, 2005.

Shift Premium

- 27.3** Shift premium of one dollar and seventy-five cents (\$1.75) per hour will be paid to employees for each hour worked between eighteen hundred (1800) hours and zero seven hundred (0700) hours.
- 27.4** Shift premiums are not part of the basic hourly rate of pay.
- 27.5** Shift premium and weekend premium will be stacked.

Weekend Premium

For the period commencing July 01, 2002 to December 31, 2004:

- 27.6** In addition to any premium paid pursuant to Article 27.1 and 27.2 a weekend premium of one dollar and ten cents (\$1.10) per hour will be paid to employees for each hour worked between eighteen hundred (1800) hours on Friday to zero seven hundred (0700) hours on Monday.

For the period commencing January 01, 2005:

27.7 In addition to any premium paid pursuant to Article 27.1 and 27.2 a weekend premium of one dollar and seventy-five cents (\$1.75) per hour will be paid to employees for each hour worked between eighteen hundred (1800) hours on Friday to zero seven hundred (0700) hours on Monday.

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 and is then directed by CLS to work at another location on the same 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-five (35) cents per kilometer for such travel.

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

Cost of Business Use Insurance Coverage \$	Less	Cost of Personal Use Insurance Coverage	=	Reimbursement to a Maximum of \$260.00
Basic Age Group-Good Record		Basic Age Group-Good Record		

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 WAGE APPENDIX

32.1 Basic wage scales and increments will be as set out in the Wage 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 in the bargaining unit.

33.2 Part-time employees shall be entitled to an increment on the satisfactory completion of two thousand and fifteen (2,015) paid hours, and further increments on the satisfactory completion of one thousand eight hundred and twenty-nine (1,829) paid hours thereafter until the maximum rate is reached.

33.3 Casual employees shall be entitled to an increment on the satisfactory completion of two thousand and fifteen (2,015) paid hours, and further increments on the satisfactory completion of one thousand eight hundred and twenty-nine (1,829) paid hours thereafter until the maximum rate is reached.

34.0 RECOGNITION OF PREVIOUS EXPERIENCE

34.1 Wage recognition will be granted for work experience satisfactory to CLS, provided not more than three (3) 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 four (4) years;

34.1.2 two (2) annual increments for two (2) years' experience within the last five (5) years;

34.1.3 three (3) annual increments for three (3) years' experience within the last six (6) years;

34.1.4 four (4) annual increments for four (4) years' experience within the last seven (7) years;

34.1.5 five (5) annual increments for five (5) 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.

34.3 The Employer shall advise all employees in writing at the time of hire as to the pay grade and step in the wage appendix.

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;

35.3.5 Masters - 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 Paydays will be established by CLS, but employees will be paid at least bi-weekly.

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.

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 four point four eight (4.48) hours per pay period.

39.1.2 during each of the third (3rd) to ninth (9th) years of continuous full-time employment, an employee will earn vacation credits at the rate of five point nine seven (5.97) hours per pay period; and

39.1.3 during each of the tenth (10th) to nineteenth (19th) years of continuous full-time employment, an employee will earn vacation credits at the rate of seven point four six (7.46) hours per paid period; and

39.1.4 during each of the twentieth (20th) and subsequent years of continuous full-time employment, an employee will earn vacation credits at the rate of eight point nine five (8.95) hours per pay period.

39.2 Part-time employees shall earn vacation with pay calculated in hours in accordance with the following formula, or on each pay cheque as outlined in Article 39.4.

Hours worked as a regular employee as specified in Articles 23.2, 23.3, 23.4, 23.5, 23.6, 23.9, and 39.3	X	The applicable percentage as outlined in 39.2.1 or 39.2.2 or 39.2.3 or 39.2.4	=	Number of hours of paid vacation time to be taken
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39.2.1 during each of the first and second years of employment, six percent (6%) of her regular earnings (as defined in Article 39.3 below); or

- 39.2.2 during each of the third to the ninth (9th) years of employment, eight percent (8%) of her regular earnings (as defined in Article 39.3 below); or
- 39.2.3 during each of the twentieth (10th) to (19th) years of employment, ten (10%) of her regular earnings (as defined in Article 39.3 below); or
- 39.2.4 during each of the twentieth (20th) and subsequent years of employment, twelve (12%) of her regular earnings (as defined in Article 39.3 below).
- 39.3** All hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7^{3/4}) hours will be recognized as regular earnings for the purpose of determining vacation pay.
- 39.4** Vacation pay for part-time employees will be accumulated in accordance with Article 39.2 and paid on the regular pay days during the employee's vacation period.
- 39.5** Casual employees shall earn vacation entitlement as follows and Vacation Pay will be paid in accordance with the following:
- 39.6.1 during each of the first (1st) and second (2nd) years of employment, six percent (6%) of her regular earnings (as defined in Article 39.6 below); or
- 39.6.2 during each of the third (3rd) to ninth (9th) years of employment, eight percent (8%) of her regular earnings (as defined in Article 39.6 below); or
- 39.6.3 during each of tenth (10th) to nineteenth (19th) years of employment, ten percent (10%) of her regular earnings (as defined in Article 39.6 below); or
- 39.6.4 during each of the twentieth (20th) and subsequent years of employment, twelve percent (12%) of her regular earnings (as defined below in Article 39.6)
- 39.6** Only those hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7^{3/4}) hours will be recognized as regular earnings for the purpose of determining vacation pay.
- 39.7** Vacation pay for casual employees will be paid on every pay period.

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 if 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 2 in each following year.

- 42.2** CLS will respond to vacation requests within three (3) weeks of the deadlines, or within three (3) weeks of requests received past the deadlines.

42.3 General Rules Governing Vacation Approvals

- 42.3.1 A vacation approval request form will be utilized for all areas of CLS.
- 42.3.2 The form will clearly indicate whether an employee desires to use seniority for vacation requests or not.
- 42.3.3 The form will clearly indicate approval or denial of the vacation request.
- 42.3.4 An indication to utilize seniority to obtain a vacation request can not be altered by the Employer or the Employee after the deadline dates specified in Article 42.1.
- 42.3.5 Vacation requests will only be considered after the deadline date has passed, subject only to Article 42.3.
- 42.3.6 Vacation requests may be posted on a calendar in the specific department or area of CLS involved. The posting will indicate requested time frames and, with the approval of the employee, the names of the requesting employees.
- 42.3.7 A "Prime Time Request" shall mean any period of absence defined by the first work shift absent up to and including the last work shift absent on vacation. (This definition will include single shift requests).
- 42.3.8 Where any employee desires more than one vacation time within a prime time, this shall clearly be indicated on the request form. Multiple separate time frames may be requested in a single Prime Time period. Employees will clearly indicate the priority of requests in descending order on the request form.
- 42.3.9 On the basis of seniority, employees will be granted one request for vacations within a Prime Time. Subsequent requests for vacation time within the same prime time period will only be considered after all other vacation requests of employees with less seniority have been granted.
- 42.3.10 An employee can only use her seniority to obtain the same vacation Prime Time two (2) years in a row. Use of seniority to obtain the same vacation Prime Time two (2) years in a row shall be recorded and traced by the Employer. This information shall be made available to all employees upon request.

42.4.11 In responding to vacation requests, the employee will be provided a copy of their original request form, confirming approval or denial by the Employer, and, if approved, confirming the use of seniority.

43.0 ALTERATION BY CLS

43.1 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.

43.1.1 Where a request for scheduled vacation has been approved and where it becomes operationally necessary to subsequently cancel or otherwise alter the vacation request the Employer will compensate the Employee for any non-refundable costs the Employee may incur as the result of such alteration or cancellation of the vacation period.

43.2 PORTABILITY

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

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

43.3 VACATION AND MATERNITY LEAVE

The employee who has been granted maternity leave may request to carry over any vacation accrued at the time of maternity leave to the time when she returns and then will be taken in accordance with Article 41 of this collective agreement.

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.

44.3 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.

44.4 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.

44.5 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.

44.6 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.

44.7 To qualify for a Named Holiday with pay a full-time employee must:

44.7.1 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,

44.7.2 work on the Named Holiday when scheduled or required to do so.

44.8 A full-time 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) her basic rate of pay, plus:

44.8.1 one (1) day's pay; or

44.8.2 an alternate day off at an agreed time; and

- 44.8.3 compensating time off at her basic rate of pay for all hours worked in excess of seven and three quarters (7-3/4) hours.
- 44.9** Immediately following the Named Holiday worked the full-time employee shall complete a “stat day form” that indicates the option under Article 44.8 to be applied. Any hours in the Stat bank will be paid out at the end of CLS’ fiscal year.
- 44.10** 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:
- 44.10.1 one (1) day's pay; or
- 44.10.2 an alternate day off at an agreed time; or
- 44.10.3 failing agreement within seven (7) 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.
- 44.11** When a Named Holiday falls during an employee's annual vacation, the employee will receive:
- 44.11.1 an alternate day off at an agreed time; or
- 44.11.2 failing agreement within seven (7) 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.
- 44.12** CLS will rotate, as evenly as possible, amongst employees in a department or section, as applicable, the requirement to work including on-call duty on a specific Named Holiday.
- 44.13** No payment will be due for a Named Holiday which occurs during:
- 44.13.1 a lay-off; or
- 44.13.2 all forms of leave during which an employee is not paid.

44.14 No additional payment will be due for a Named Holiday which occurs during a period when an employee is receiving Supplemental Unemployment Benefit, Long Term Disability or Workers' Compensation benefits.

45.0 NOT ALLOCATED

46.0 NOT ALLOCATED

47.0 NOT ALLOCATED

48.0 NOT ALLOCATED

49.0 NOT ALLOCATED

50.0 NOT ALLOCATED

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". 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 A full time employee 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.

A part-time employee will earn sick leave credits at the rate of one and one-half (1 1/2) days for each full month of employment computed from the date of employment up to a maximum credit of one hundred and twenty (120) days, pro-rated to the regularly scheduled hours she works each month.

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.

PORTABILITY

52.2.3 An employee who commences employment within six (6) months of the date that she voluntarily terminated employment with another Employer containing similar sick leave provisions shall retain to her benefit, in accordance with the provisions of this Article, entitlement to the balance of accumulated sick leave credits at the time of said termination. The employee shall be provided with a written statement of such entitlement upon her termination.

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.

4.0 SICK LEAVE ADMINISTRATION

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 diagnosis of illness will be confidential unless the employee consents in writing to such release. Information on an employee's prognosis and expected date of return to work will be shared with CLS.

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 become ill during the course of her vacation and require a prescribed course of medical treatment for an acute condition that would normally render her unable to work, and if at least 50% of her scheduled vacation time has been affected, pending investigation through the Disability Management Process she will be considered to be on sick leave for such a period of time, subject to Article 52, Sick Leave. Vacation time not taken as a result of such medical treatment will be rescheduled to a mutually agreeable later date.

55.0 HEALTH APPOINTMENTS

- 55.1 If an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, wherever possible she will provide eight (8) days notice and receive prior authorization 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 time in excess of two (2) hours of such absence will be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 55.2 Approval for time off pursuant to Article 55.1 shall not be unreasonably denied.

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 full net earnings 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's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one - tenth (1/10th) day, can be charged such sick leave credits for each day an employee is off work due to accident within the meaning of the WCB Act, and
 - 56.1.3 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.
- 56.4** 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:
- 56.4.1 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;
 - 56.4.2 incapable of performing the duties of her former position, will be deemed to be on a disability leave of absence and entitled to benefits she is eligible for under Sick Leave or Long Term Disability.
- 56.5** 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.
- 57.0 NOT ALLOCATED**
- 58.0 NOT ALLOCATED**
- 59.0 NOT ALLOCATED**
- 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 monthly 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 EI SUB Plan – to supplement an eligible employee's Employment Insurance to meet CLS's obligation to provide benefit payments during that period of maternity leave where there is a valid health-related period of absence due to pregnancy for which she has provided satisfactory medical substantiation. It is agreed that the decision as to when to apply for this benefit rests entirely with the employee.

60.2 Supplemental Unemployment Benefit

Employees who have exhausted their sick leave bank shall apply for Employment Insurance (EI) sick benefits. Upon receipt of proof of EI earnings for the EI weekly period, CLS shall provide SUB payment of the difference between the EI payment and an Employee's regular base earnings or insurable earnings (as per the insured Record of Employment), whichever is the greater.

SUB payment will be provided based on length of service, at the time of last day paid by CLS, in accordance with the following formula.

Less than 6 months =	top-up 0
6 months to 2 years =	top-up 60%
2 years to 3 years =	top-up 75%
3 years to 4 years =	top-up 80%
4 years to 5 years =	top-up 90%
5 + years =	top-up 95%

In situations where an employee has exhausted the number of weeks of EI sick benefits, CLS shall continue to provide SUB payment plus the EI portion to the employee.

Supplemental Unemployment Benefit shall not exceed 17 weeks.

60.2.1 In situations where an employee has an open approved EI sick claim and is participating in an approved return-to-work program where their actual earnings exceed the maximum EI payment, CLS shall provide the difference between the actual earnings and the maximum EI/SUB earnings established under the SUB program.

60.2.1 The registered SUB plan legislation requires strict adherence as per HRDC requirements. In the event such modification would occur, the parties would agree to meet for the purpose of discussion and protecting the best interest of employee and the employer.

60.3 The above benefit plans will be provided to:

60.3.1 regular full-time employees;

- 60.3.2 regular part-time employees whose FTE is equal to or greater than point four (.4);
 - 60.3.3 temporary employees who are hired to work for a position of six (6) months duration or greater, and whose FTE is equal to or greater than point four (.4).
- 60.4** Regular and temporary part-time employees whose hours of work average less than point four (.4) FTE, 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.

- 60.5** The premiums for Alberta Health Care will be seventy-five (75) percent CLS and twenty-five (25) percent employee paid. The premiums for Long Term Disability will be one hundred (100) per cent employee paid. All other benefits will be one hundred (100) percent paid by CLS.
- 60.6** 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.
- 60.7** An employee will cease to earn sick leave credits and vacation credits while on Supplemental Unemployment Benefits.
- 60.8** CLS will provide to employees, upon hiring or when there are changes to the plan, brochures and other relevant information regarding the benefit plans.
- 60.9** CLS will provide to HSAA one (1) copy of each of the benefit plans. CLS will advise HSAA of all premium rate changes.
- 60.10** CLS shall pay benefit premiums for employees while an employee is on LTD.
- 60.11** CLS shall pay benefit premiums for employees while an employee is on WCB.
- 60.12** Health Spending Account
- 60.12.1 Employees who are eligible for benefits pursuant to Article 60 shall be eligible for a Health Spending Account.
- 60.12.2 A sum of five hundred dollars (\$500.00) per each regular full-time employee shall be allocated by the Employer to a Health Spending Account for each eligible employee effective January 1 of each calendar year.
- 60.12.3 This Health Spending Account shall be provided to regular part-time employees on a pro-rated basis, based on their annualized regularly scheduled hours of work as at January 1 of each calendar year.
- 60 12.4 Employees who, in the course of a calendar year, are hired or transferred into a position which is eligible for the Health Spending Account shall be:

- i) entitled to a Health Spending Account, pro-rated based on the number of full months remaining in the calendar from the date the benefit eligible position is attained; and
- ii) eligible to utilize her Health Spending Account for eligible expenditures incurred on or after the eligibility date for health and dental benefits under Article 60.

60.12.5 Any unused allocation in an employee's Health Spending Account as of December 31 of each calendar year shall not be carried forward to the next calendar year.

60.12.6 The Health Spending Account may be utilized by employees for the purposes of receiving reimbursements for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified in Article 60.

60.12.7 Where the Employer chooses to contract with an insurer for the administration of the Health Spending Account, the administration of the account shall be subject to and governed by the terms and conditions of the applicable contract.

60.12.8 The Health Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable Regulations in effect at the time of implementation and during the course of operation of the Health Spending Account.

60.12.9 An employee whose employment has terminated shall have ninety (90) days from the first of the month following her termination date to submit a claim for eligible expenditures. For the purposes of this clause, eligible expenditures shall mean those expenditures incurred in the plan year up to the termination date.

61.0 PENSION PLAN

61.1 The pension plan will be available to all eligible employees on a voluntary basis, provided they are scheduled to work at least fifteen (15) hours per week (0.4 FTE) averaged over one (1) complete cycle of the shift schedule.

- 61.2** The pension plan will be a Defined Contribution Plan. CLS will contribute five (5) percent of regular earnings for each participating employee. Participating employees will have the option of contributing various amounts, but at a minimum contribution rate of two and one-half (2.5) percent of regular earnings. Employees are also eligible for Voluntary Group RRSP.
- 61.3** Any changes or alterations to the plan must be agreed to by CLS and HSAA.
- 61.4** A copy of a brochure outlining the plan will be provided by CLS to all employees.
- 61.5** The Pension Plan is governed by a Pension Advisory Committee (PAC) which is composed of representatives of CLS and two (2) representatives from HSAA and may include representatives of other employee groups.

LEAVES OF ABSENCE

62.0 GENERAL POLICIES COVERING LEAVES OF ABSENCE

- 62.1** An application for leave of absence will be made, in writing, to CLS as early as possible. The application will indicate the desired dates for departure and return from the leave of absence.
 - 62.1.1** The Employer will make every effort to respond to all requests for leave of absence within fourteen (14) calendar days from the date upon which the request is received.
- 62.2** Except for maternity leaves, where an employee is granted a leave of absence of more than a month's duration, and the employee is covered by any or all of the benefit plans specified in this agreement, the employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.
- 62.3** For the portion of maternity leave during which an employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, Supplemental Unemployment Benefit or LTD, benefit plan premium payments will be administered in the same fashion as an employee absent due to illness.

62.4 In the case of a leave of absence or a deemed leave of absence, an employee will accrue sick leave and vacation credits for the first (1st) month. An employee's increment date will be adjusted by the same amount of time as the leave of absence and the new increment date will prevail after that.

63.0 GENERAL LEAVE

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

64.0 SPECIAL PERSONAL LEAVE

64.1 The Parties recognize that an Employee may require time off from work in order to deal with unavoidable or unanticipated circumstances and that are of pressing necessity which require the Employee's personal attention such as:

64.1.1 Illness in the immediate family requiring her personal attention

64.1.1.1 For the purposes of this Article, immediate family shall include same sex partners,

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;

64.2 A full-time employee may be granted up to three (3) Special Leave days (23.25 hrs) without loss of pay, in each calendar year. In the case of part time employees, Special Personal Leave will be granted for that employee's regularly scheduled shift, to a maximum of three (3) shifts.

64.3 An employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave

64.4 Where there are issues of confidentiality involving requests for Special Personal Leave, such requests for approval may be obtained through appropriate Human Resources Department personnel.

65.0 EDUCATIONAL LEAVE

65.1 HSAA and CLS recognize the value of continuing education for each employee and recognize 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.

65.6 If an employee is writing an examination that is related to her job functions then the provisions of Articles 65.2 and 65.3 shall apply as appropriate.

65.7 Professional Development/Continuing Education

65.7.1 CLS and HSAA recognize the value of Professional Development for employees and that the responsibility for such Professional Development lies not only with the employee but with CLS

65.7.2 The Employer shall establish and administer a “Professional Development Program.”

65.7.3 Participation in the “Professional Development Program” shall be deemed to include:

- i) Registration with the Canadian Society of Medical Laboratory Sciences and/or the Alberta College of Medical Laboratory Technology;
- ii) In-services, teleconferences, seminars, medical rounds, conferences, courses, and any other continuing education components recognized by the employee’s Professional Body and/or by the Employer.

65.7.4 Regular full-time and regular part-time employees shall be entitled to compensation for costs related directly to Professional Development (i.e. paid time off work, reimbursement of tuition costs, registration fees, materials and travel costs) for a maximum dollar amount in each fiscal year (November 1 to October 31), determined by multiplying the employee’s basic rate of pay by fifteen times (15X). Based on the following criteria the PD bank can be used for the following:

- i) Employees who are approved by the Employer to attend an in-service program which are not identified as compulsory by CLS shall suffer no loss of regular earnings for attending. Such earnings shall be debited from the PD bank.

- ii) an employee shall support any claim for compensation with appropriate documentation as required by the Employer;
- iii) an employee shall be entitled to recover fifty (50%) percent or one hundred (\$100) dollars, whichever is greater of the cost of registration fees with applicable Professional Bodies (CSMLS, ACMLT)
- iv) an employee shall be entitled to recover seventy (70%) percent of the cost incurred by the employee in pursuit of Professional Development opportunities approved by the Employer and/or the applicable Professional Body;
- v) dollar amounts not claimed in a fiscal year (November 1 to October 31) cannot be carried over to the next fiscal year (November 1 to October 31).

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, step-children, 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 with pay 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 65 and 66 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 off 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 off with pay to attend the funeral service.
- 66.5** In calculating paid bereavement entitlement for part-time employees, the provisions of Article 66 shall apply only to regularly scheduled working days and additional scheduled work shifts which fall within a ten (10) calendar day period, commencing with the date of death, or the date of the Employee's awareness that a death has occurred.

67.0 MATERNITY LEAVE

- 67.1** An employee who has completed her probationary period will, 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, short term income replacement, or LTD.
- 67.4** Maternity leave will not exceed twelve (12) months unless an extension is granted by CLS. Request for an extension due to ill health of the mother or the child or for other maternal reasons will not be denied.

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 twelve (12) months, the employee may request general leave without pay.

67.6 An employee absent on parental leave will provide CLS with four (4) 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 PARENT TO BE

68.1 Parental leave of at least two (2) working days with pay will be granted upon the written request of an employee to enable such employee to attend to matters directly related to the birth of the child.

68.2 A parent-to-be who has completed the probationary period will, upon 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 twelve (12) 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 twelve (12) 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 four (4) 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 COURT APPEARANCE

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, then she will be granted a leave of absence without pay.

70.5 Any monies received by the employee from the Court shall be given to CLS.

71.0 NOT ASSIGNED

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, and will be for the constructive review of the performance of the employee.
- 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.
- 72.5.1 An employee's evaluation will be considered confidential and will not be released by CLS to any person, except a Board of Arbitration, CLS' counsel, or as required by law, without the written consent of the employee.

72.7 Performance Expectations

- 72.7.1 Performance issues considered by the Employer to be serious enough to be entered on the Employee's record, may result in a Letter of Expectation to the Employee with a fax copy to the Association office within two (2) days (exclusive of Saturday, Sunday and Named Holidays) and a copy of the original letter to the Association office within seven (7) days of the date of issue of the letter.

72.7.2 A Letter of Expectation shall indicate that it is not disciplinary action. It shall state a reasonable time period in which improvement or correction is expected. During and at the conclusion of such time, the Employee's performance shall be monitored and reviewed by the Employer with respect to the stated expectations. The Employee shall be informed in writing of the results of the review, subject to the time frames stated in Article 72.7.1 above.

72.7.3 The assignment of an improvement or correction time period shall not act to restrict the Employer's right to take further action during said period should the Employee's performance so warrant.

72.7.4 Should an Employee demonstrate performance improvement at any time during, or at the end of the stated time period which satisfies the Employer's expectations as stated in the Letter of Expectation. The employee may request to have the Letter and any related documents removed from the Employee's personnel file, and the Employer will consider this request.

73.0 PERSONNEL FILES

73.1 An employee may view her personnel file by appointment. An employee will be given a copy of any documents she requests from her file.

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. CLS will confirm in writing to the employee that the documents have been removed from her file.

73.4 When an Employee is subject to a Letter of Expectation on entering into the Attendance Awareness Program, CLS will notify HSAA prior to meeting with the affected employee.

DISCIPLINE AND DISMISSAL

- 74.1** Except for the dismissal of an employee serving 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.
- 74.6** If the meeting is scheduled by CLS on an employee's off duty hours or on days of rest and the employee is required to attend then she shall be compensated according to the Overtime Article.

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 75 or 76 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.
- 78.10** 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 on 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.
- 79.5** An employee designated as the HSAA Representative on the EMAC shall be entitled to compensation as per Article 30 (Travel Expenses) of the Collective Agreement.

80.0 ENVIRONMENTAL 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 an Environmental Health and Safety Committee ("EH&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 EH&S will not exceed the number of representatives from HSAA and other employee groups.
- 80.4** EH&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 EH&S.

80.6 An employee designated as the HSAA Representative on the EH&S shall be entitled to compensation as per Article 30 (Travel Expenses) of the Collective Agreement.

81.0 CASUAL EMPLOYEES

81.1 Except as modified in the body of the agreement, 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 25.7	Banked Overtime
Article 52-55:	Sick Leave
Article 60:	Employee Benefit Plans
Article 61:	Pension Plan
Articles 62-71:	Leaves of Absence

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 may be.

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.

82.4 Temporary positions may be extended by mutual agreement between CLS and HSAA. Such agreement shall not be unreasonably withheld.

83.0 CHANGE OF STATUS

83.1 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.

83.2 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.

83.3 If a suitable vacancy exists, CLS may transfer the employee into the vacant position without a posting under Article 24.

83.4 If no suitable vacancy exists, and CLS can accommodate a request for a reduction in hours, CLS will provide an indication of their intention for the hours vacated to HSAA as per Article 6.6, subject to approval of a waiver of posting by HSAA.

An Employment Change Form will be provided to the Employee verifying regular hours per shift cycle and the effective date. CLS will also provide indication of the intention.

83.4.1 If newly funded additional regular full-time equivalents of less than or equal to 0.2 FTE become available in a given department, or if the number of hours of work vacated by an employee as a result to application of Article 83.1 is less than or equal to 0.2 FTE, or if an existing position of less than or equal to 0.2 FTE is vacated such additional hours may be offered in whole or in part to Regular Part-time Employees who are performing work in that immediate department of the same nature as the newly vacated hours, in order of seniority (with the exception of those serving the probationary period), or may be posted for the members of the bargaining unit.

83.4.2 If the number of hours vacated or available exceeds 0.2 FTE these shall be posted in accordance with Article 12 of the Collective Agreement.

- 83.4.3 A Regular Part-time Employee can add to her regular hours of work only those hours of work from the vacated hours that can be accommodated in her schedule without violating the scheduling provisions of the Collective Agreement.
- 83.4.4 A Regular Part-time employee may become a Regular Full-time employee by application of this article of the Collective Agreement.
- 83.4.5 No Regular Part-time employees will be permitted to increase their regular hours while other employees are on layoff as long as the laid off employees are capable and qualified of performing the work required.
- 83.4.6 An employee may exercise her right to increase her regular hours of work through the operation of this article more than once in a calendar year up to the point of full-time equivalency.
- 83.4.7 Where any request to increase regular hours of work has been approved, the Employer will issue a letter to the employee confirming the Employee's Change of Status.
- 83.4.8 Copies of all requests and responses to requests pursuant to this article of the Collective Agreement shall be provided to the Union within forty eight (48) hours of the date of receipt of the request or the date of issue of the response.
- 83.4.9 An employee whose hours of work are altered by the operation of this article shall not be required to serve a trial period.
- 83.4.10 Agreement to alter an employee's regular hours of work by operation of this article shall not be construed as a violation of Article 12, 13, 23 or 24 of this Collective Agreement.
- 83.4.11 This article shall be considered as a circumvention of Articles 12, 13, and 14 in circumstances where existing positions or hours of work of greater than 0.2 FTE have become vacant. In such circumstances the vacancy shall be filled in accordance with Article 12, 13, and 14 of the Collective Agreement and not by transferring an employee who has made a request under this article, to transfer into the vacancy.
- 83.5** When a full-time employee transfers to a part-time position:

- 83.5.1 any unused vacation must be paid out unless arrangements are made to carry forward by mutual agreement, by the effective date of the transfer; and
 - 83.5.2 she will be provided with a copy of the Employment Change Form stating a specific number of hours per shift cycle as her regular hours of work ("Full-time equivalency" or "FTE"); and
 - 83.5.3 any unused floater hours will be paid out.
 - 83.5.4 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 52.2; and
 - 83.5.5 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 33.2.
- 83.6** When a part-time employee transfers to a full-time position:
- 83.6.1 her sick leave bank earned as a part-time employee will remain on the effective date of the transfer, but will earn future sick leave earning as per Article 52.2.
- 83.7** 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:
- 83.7.1 salary increments; and
 - 83.7.2 vacation entitlement; and
 - 83.7.3 seniority; and
 - 83.7.4 a temporary employee will also be credited with sick leave earned and not taken during her period of temporary employment.

84.0 COPIES OF COLLECTIVE AGREEMENT

- 84.1** CLS will provide a copy of the Collective Agreement to each new employee upon appointment.
- 84.2** The Collective Agreement will be printed in pocket size form by HSAA, and the cost will be shared equally between the parties.

LETTER OF UNDERSTANDING #1
BETWEEN
CALGARY LABORATORY SERVICES (CLS)
AND
THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")

RE: ROTATING EMPLOYEES

CLS and HSAA recognize that CLS may request that certain employees volunteer to act as "rotators" as part of their regular tour of duty.

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 work locations 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 two hundred fifty dollars (\$250.00) per month. (This payment will not be provided when the employee is off work for any reason for one (1) month or longer).
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) when the one -way mileage to the first work site of the day is thirty-five (35) kilometres or greater, all mileage will be paid.

(b) for all travel between CLS sites after having reported to the first work site.

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

For CLS

DATE_____

DATE_____

LETTER OF UNDERSTANDING #2

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")**

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 33.2 of the Collective Agreement.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

For CLS

DATE _____

DATE _____

LETTER OF UNDERSTANDING #3

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")**

RE: HOME BASE

The Parties hereby agree to defer discussion on the issue of "Home Base", as referenced in proposals tabled by HSAA in bargaining (Article 2.22 and Article 30.2), pending the outcome of discussions on this issue at the Multi-Facility Provincial Bargaining Joint Committee.

Meetings for the purpose of this discussion shall be scheduled within ten days of the Parties' awareness of the Provincial Bargaining outcome on this issue.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

For CLS

DATE _____

DATE _____

LETTER OF UNDERSTANDING #4
BETWEEN
CALGARY LABORATORY SERVICES (CLS)
AND
THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")

RE: PAY RATE OF LINDA ANSELL

CLS and HSAA agree that the position occupied by Ms. Linda Ansell will be classified as a “ Combined Laboratory and X-ray Technician” and she will be paid according to the Laboratory Technologist I scale in the Wage Appendix of 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

For CLS

DATE_____

DATE_____

LETTER OF UNDERSTANDING #5

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")**

RE: REVIEW OF FULL-TIME EQUIVALENCY, HOURS OF WORK

The parties agree to review the full-time equivalency and hours of work of part-time, temporary and casual employees. This will be completed within six (6) months of ratification of this Collective Agreement, and every six (6) months thereafter.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

For CLS

DATE_____

DATE_____

LETTER OF UNDERSTANDING #6

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")**

RE: CLASSIFICATION REVIEW PROCESS

Whereas the Parties support the view that Medical Laboratory Science is a field continually evolving in terms of complexity, specialization, ongoing education requirements and training, the Parties hereby agree to the following:

1. The Classification Review process initiated under Letter of Understanding #6 of the January 1, 2000 - December 31, 2001 Collective Agreement is an ongoing process.
2. A report to the membership outlining outcomes of the process to date, and including future directions of the process, shall be drafted by the Parties within thirty (30) days of ratification of the Collective Agreement.
3. Additional input and information, as necessary, from staff, management, professional bodies and education providers shall form an integral part of an ongoing process of Classification Review.
4. A Joint Management/HSAA Classification Review Committee shall be formed within thirty days of ratification of this Collective Agreement and shall meet as necessary to make recommendations and monitor progress regarding Classification Review.
5. Upon final conclusion of this Classification Review, the Employer will notify HSAA of their decision regarding CLS Job Classifications. The parties agree to have an appeal process, including access to third party involvement for resolution if required, for those employees/groups of employees who feel they are not appropriately classified.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

For CLS

DATE _____

DATE _____

LETTER OF UNDERSTANDING #7

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")**

RE: LONG SERVICE INCREMENT

Whereas the Parties agree:

1. that certain ambiguities exist in the application of a Long Service Increment (pursuant to the terms outlined in the Compulsory Arbitration Board Award)
2. and that these ambiguities require clarification under the Compulsory Arbitration award and the Provincial Multi-Facility Collective Agreement

Therefore the Parties agree to following:

Re Medical Laboratory Technologist (MLT)

Effective July 1, 2004 a 3.5% Long Service Increment shall be awarded to all eligible MLT's pursuant to the agreed to terms of eligibility under the Provincial Multi-Facility Collective Agreement.

Re Laboratory Asssistants

In the absence of Long Service Increment recognition for Laboratory Assistants under the Provincial Multi-Facility Collective Agreement Compulsory Arbitration Award the Parties to this Collective Agreement hereby agree to the following

- i) A lump sum payment based on 3.5% of all hours worked during the period July 01/2004 to January 01/2005 inclusive to all eligible Laboratory Assistants (eligibility determined based on the agreed terms of eligibility under the Provincial Multi-Facility Collective Agreement).
- ii) A further lump sum payment based on 3.5% of all hours worked during the period January 02/2005 to June 30/2005 inclusive to all eligible Laboratory Assistants pursuant to the terms of eligibility referenced in (i) above.
- iii) That recognition of a Long Service Increment for Laboratory Assistants shall be a discussion item in the next round of collective bargaining.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

For CLS

DATE_____

DATE_____

LETTER OF UNDERSTANDING #8

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")**

RE: HEALTH SPENDING ACCOUNT ACCESS DURING LAYOFF

The Parties hereby agree to defer discussion regarding the right of employees to access their Health Spending Account for a maximum of six (6) months while on layoff, pending outcome of discussions of the Provincial Multi-Facility Bargaining Table Joint Committee on this issue.

The parties shall schedule meetings for the purpose of this discussion within ten (10) days of their awareness of the Provincial Joint Committee outcome.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

For CLS

DATE _____

DATE _____

LETTER OF UNDERSTANDING #9

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")**

RE: PAY RATE OF DOROTHY CAMERON

CLS and HSAA agree that the position occupied by Ms. Dorothy Cameron will be classified as "Glassware Attendant" and her current base salary rate will increase to reflect a cost of living increase.

In the event that Ms. Cameron 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

For CLS

DATE _____

DATE _____

LETTER OF UNDERSTANDING #10

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")**

RE: DATA ANALYST

CLS and HSAA agree that employees classified as Data Analyst will be paid according to the Laboratory Technologist I scale in the Wage Appendix of the Collective Agreement.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

For CLS

DATE _____

DATE _____

LETTER OF UNDERSTANDING #11

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")**

RE: EMPLOYMENT IN MULTIPLE POSITIONS

This Letter of Understanding will apply to those employees with more than one position covered under the Collective Agreement between Calgary Laboratory Services (CLS) and the Health Sciences Association of Alberta (HSAA).

- (a) An employee is responsible for notifying her supervisor that she is employed in another position within CLS.
- (b) A full time employee shall not hold another position at any site within CLS.
- (c) An employee may be employed in a maximum of two (2) part-time positions, unless otherwise mutually agreed, (regular or temporary), provided that the total hours of the two (2) positions do not exceed full time employment as defined in the Collective Agreement.
- (d) An employee who holds a part time position(s) may work additional shifts, however, it is intended that the total hours will not normally exceed full time hours without the payment of overtime.
- (e) An employee who holds multiple positions will be scheduled as is operationally required. Should the employee be unable to report as scheduled on a regular basis, due to a conflict in schedules, the employee may be required to relinquish one of the positions. The Employer is not obliged or required to make the work compatible.

- (f) If requested by an employee, CLS may agree to combine an employee's FTE for the purpose of benefit eligibility and other applicable entitlements including vacation, sick leave and pension. For purposes of clarification, this explicitly excludes the combination of FTE status for the purposes of layoff and recall. This will only be considered if the positions are in the same classification, where the schedules may be merged and where CLS and employee mutually agree to waive the scheduling provision of Article 24 of the Collective Agreement. Where a request is denied, CLS will respond in writing and state the reasons for refusal.

- (g) Hours of work at multiple positions will be cumulative for purposes of overtime, on call, vacation, seniority and wage increments.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

For CLS

DATE _____

DATE _____

LETTER OF UNDERSTANDING #12

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)
(hereinafter referred to as the "Parties")**

RE: LABORATORY SPECIALIST

A classification called Laboratory Specialist will be developed which will allow employee's who have a B.Sc. or Masters degree or prerequisites as agreed to by the parties to work in a specialty area.

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

For CLS

DATE _____

DATE _____

WAGE APPENDIX

CLASSIFICATION

Laboratory Technologist III Cytogenetics Technologist II

	1	2	3	4	5	6	7	LSI
July 1, 2002	25.86	26.68	27.55	28.41	29.32	30.27	31.23	
July 1, 2003	27.28	28.15	29.06	29.97	30.93	31.93	32.95	
Differential Adjustment March 10, 2004	28.03	28.95	30.12	31.37	32.53	33.69	34.61	
July 1, 2004	28.88	29.82	31.03	32.31	33.51	34.71	35.65	36.89

Laboratory Technologist II Cytogenetics Technologist I Pathology Technician II

	1	2	3	4	5	6	7	LSI
July 1, 2002	23.97	24.88	25.60	26.54	27.48	28.41	29.17	
July 1, 2003	25.29	26.25	27.01	28.00	28.99	29.97	30.78	
Differential Adjustment March 10, 2004	25.72	26.56	27.64	28.78	29.84	30.91	31.75	
July 1, 2004	26.49	27.35	28.47	29.64	30.74	31.84	32.70	33.85

Laboratory Technologist I Pathology Technician II

	1	2	3	4	5	6	7	LSI
July 1, 2002	22.37	23.09	24.03	25.02	25.95	26.88	27.61	
July 1, 2003	23.60	24.36	25.35	26.40	27.38	28.36	29.13	
July 1, 2004	24.30	25.10	26.12	27.19	28.20	29.21	30.00	31.05

Laboratory Assistant II

	1	2	3	4	5	6
July 1, 2002	15.00	15.75	16.50	17.25	18.00	18.74
July 1, 2003	15.83	16.62	17.41	18.20	18.99	19.77
Differential Adjustment March 10, 2004	16.16	16.91	17.86	18.36	19.11	20.15
July 1, 2004	16.64	17.42	18.39	18.91	19.68	20.76

Laboratory Assistant I

	1	2	3	4	5	6
July 1, 2002	14.05	14.71	15.53	15.96	16.62	17.52
July 1, 2003	14.83	15.52	16.38	16.84	17.53	18.49
July 1, 2004	15.27	15.98	16.88	17.35	18.06	19.04

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

For HSAA

For CLS

DATE _____

DATE _____