

11/11/1999

COLLECTIVE AGREEMENT

11/11/1999

April 1, 1999 - March 31, 2001

B E T W E E N :

CALGARY REGIONAL HEALTH AUTHORITY (CRHA)
Community Health Resources (CHR) and Population Health (PH)
[hereinafter called the "Employer"]

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE, local 182)
(hereinafter called the "Union")

Dated November 1, 1999

12478 (01)

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ARTICLE 1: TERM OF AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto: shall be in force and effect from April 1, 1999 up to and including March 31, 2001, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 If notice to negotiate has been given by either party prior to the termination date of this Agreement, or if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect during this time until the applicable provisions have been complied with under the Alberta Labour Relations Code.

ARTICLE 2: DEFINITIONS

- 2.01 In this Agreement (unless otherwise indicated in the context) all words in the singular shall include the plural and all words in the plural shall include the singular: and all words in the masculine shall include the feminine and all words in the feminine shall include the masculine.
- 2.02 An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition.
- 2.03 "Regular Hours" shall mean all hours paid exclusive of all allowances and premium payments.
- 2.04 "Vacation year" for administrative purposes means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following year.
- 2.05 "Anniversary Date" for the purpose of calculating annual vacation means date of hire.

- 2.06 “Basic Rate of Pay” shall mean the applicable step in the pay range of the Employee’s classification as set out in the Salary Appendix.
- 2.07 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement,

ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Canadian Union of Public Employees and its Local 182 as the sole and exclusive bargaining agent for all its Employees as specified by the relevant Alberta Labour Relations Board Certificates or amendments or revisions thereto, and hereby agrees to discuss with the Union, or any of its authorized Committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 The Union shall list current appointments of Union Officers and Representatives with the Employer, and such shall be recognized by Management as part of Article 19 (Grievance Procedure). A copy of such current list(s) of Union appointments shall be forwarded to the Human Resources Department of the Employer.
- 4.04 No grievance handling shall take place on the property of the Employer, at work sites, or during working hours, without prior notification of management responsible for that work area.
- 4.05 No Union activity shall take place on the property of the Employer, at work sites, or during working hours without prior notification and approval of management responsible for that work area.

4.06 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when permanent Employees are not available, and provided that the act of performing the aforementioned work does not reduce the regular hours of work or basic rates of pay of any permanent Employee. For the purposes of this clause, "persons" shall, mean all other Employees of the Employer who are not included in the bargaining unit

ARTICLE 5: UNION DUES

5.01 All Employees covered by this Agreement shall be deducted Union Dues on a biweekly basis. Such dues shall be set by the Local Union.

5.02 Every reasonable effort shall be made to forward dues to the Secretary-Treasurer of the Union accompanied by the check off sheets not later than ten (10) days following the payday on which the deduction was made.

ARTICLE 6: DISCRIMINATION

6.01 a) The Employer and the Union agree that there shall be no discrimination, harassment, interference, restrictions, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, color, mental or physical disability, national origin, political or religious affiliation, gender, marital status, sexual orientation, place of residence nor by reason of his/her membership or activity in the Union.

b) Article 6.01 (a) shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 7: SENIORITY

7.01 Seniority is defined as the continuous length of service in the bargaining unit.

ARTICLE 8: PERMANENT, TEMPORARY, CASUAL AND PROBATIONARY EMPLOYEES

- 8.01 A permanent Employee shall be one who is employed in either a full-time or part-time capacity.
- a) A full-time Employee is an Employee who works on a regularly scheduled basis the regular and normal hours of work as specified in Article 10 (Hours of Work).
 - b) A part-time Employee is an Employee who works on a regularly scheduled basis, but whose hours of work are less than the regular and normal hours of work specified in Article 10 (Hours of Work).
 - c) An Employee who has been granted permanent status shall not cease to be a permanent Employee solely by virtue of their assignment to another position on a temporary basis.
- 8.02 A temporary Employee is one who is hired for full-time or part-time employment, for a period of six (6) months or less.
- Exceptions:
- a) To carry out a specifically funded, special project.
 - b) To replace Employees on approved leaves of absence longer than six (6) months.
- 8.03 The term of such temporary employment may be extended only by mutual agreement in writing between the Employer and the Union.
- 8.04 A casual Employee is an Employee who may or may not be scheduled and who works on a call basis.
- 8.05 A probationary Employee shall be one who has been in the service of the Employer for less than nine hundred and thirteen (913) hours. If a probationary Employee is unsatisfactory, in the opinion of the Employer, he/she may be dismissed at any time during the probationary period without notice and recourse to the grievance procedure.
- 8.06 Except as specifically identified in Article 19 (Grievance Procedure), permanent, temporary and probationary Employees shall be entitled to all of the provisions of this Agreement respecting Employees' rights. Except as provided for part-time Employees in Article 15 (Pay for Part-Time Employees),

part-time and temporary Employees shall also be entitled to the provisions of this Agreement respecting benefits (including Health Benefits) on a pro-rata basis as their period of cumulative service in the year bears to a year of full-time service.

- 8.07 If a probationary permanent Employee is transferred to another classification he/she will be required to complete the original probation period and then will immediately commence a full trial period.
- 8.08 A permanent Employee will be kept advised of his/her progress during the probation period.

ARTICLE 9: VACANCIES, POSTINGS, PROMOTIONS AND TRANSFERS

- 9.01 When a vacancy occurs or a new position is created in any program, such vacancy or new position shall be posted on a service-wide basis for a period of five (5) working days. Where management has decided to advertise the vacant or newly created position outside, management agrees that applications received will not be considered until all applications from Employees within the bargaining unit have been assessed.
- 9.02 Education, training, and experience shall be considered in promotions and transfers with primary reference to the job description. Where these factors are judged to be relatively equal, seniority shall be the determining factor.
- 9.03 A copy of all postings shall be forwarded to the Union. When an appointment is made the Union will be notified in writing of the appointee's name.
- 9.04 An Employee promoted or transferred as a result of a successful placement in a job competition to another position in the bargaining unit shall serve a trial period of up to three hundred and ten (310) hours worked in the new position. During the trial period the Employee may choose to return or the Employer may direct the Employee to return to his/her former position and basic rate of pay without loss of seniority. Any other Employee so promoted or transferred as a result of the reversion will also be returned to his/her former position,

ARTICLE 10: HOURS OF WORK

10.01 Normal hours of work shall provide for a continuous operation Monday through Sunday, twenty-four (24) hours per day, seven (7) days per week.

Except as otherwise provided, regular scheduling shall be 8:00 am to 4:30 pm daily, seven (7) days per week, with a one hour unpaid lunch break.

10.02 All Employees shall be permitted a fifteen (15) minute rest period in the first half of their shift and a fifteen (15) minute rest period in the second half of their shift. It is agreed that such rest period(s) may be taken away from the Employee's work station.

10.03 Employees will have a day off every third Friday or Monday on a rotation basis. The schedule of days off will be posted.

10.04 When the Employee's day off falls on a Named Holiday, the Employee shall be entitled to a lieu day off to be mutually agreed upon between the Employee and the Employer.

10.05 Flexible starting and stopping times may be scheduled to meet evening program demands. The total hours worked in a day shall not exceed seven and one half (7½) hours.

Unless mutually agreed between the Employee and the supervisor, there shall be at least one (1) day of notice for evening assignments.

10.06 Other shifts of work to meet specific program demands that are ongoing and recurring in nature may be scheduled for all classifications. The total hours worked in a day shall be consecutive and not exceed seven and one-half (7½) hours. Unless mutually agreed, there shall be at least two (2) weeks notice of shift scheduling.

No Employee shall be scheduled to work more than seven (7) consecutive days. No Employee shall be scheduled to work more than fourteen (14) days within a twenty-one (21) day period.

10.07 Employees who are scheduled to rotate shifts (days and evenings or days and nights) shall be assigned not less than one-half (1/2) day shifts during a shift cycle unless otherwise mutually agreed between the Employee and the Manager.

10.08 Employees shall report for duty at the place designated by the Employer and shall go to and from such place on their own time. Where an Employee is required to report to a new place of work during regular hours of work, he/she shall do so without loss of pay.

ARTICLE 11: OVERTIME

11.01 Overtime shall mean any hours worked in excess of seven and one-half (7½) paid hours in a day. Overtime must be pre-approved by management.

11.02 Overtime pay shall be calculated on the basis of double time (2x). Double time (2x) shall also be paid for work on regular days off, for emergency calls, and not less than two (2) hours at 'double time (2x). Overtime calculations shall be based on basic rates of pay.

11.03 In granting overtime, the Employer agrees that such overtime will be distributed as equally as possible among members of the program concerned, pursuant to operational requirements.

11.04 An Employee may receive:

- a) cash payment for overtime worked or,
- b) time off in lieu which must be authorized by the Employer. The days chosen must be mutually agreed upon and dependent on operational needs. If the Employee has chosen time off in lieu, the days chosen must be taken in the same fiscal year as earned or else it will be paid out by March 31st.

ARTICLE 12 SHIFT PREMIUM

12.01 A shift premium of two dollars (\$2.00) per hour to a maximum of ten dollars (\$10.00) per shift shall be paid for all hours worked before 8:00 a.m. or past 4:30 p.m., Monday through Friday, and all hours on the weekend.

12.02 The shift premium will not be applicable if an Employee is working on a flexed start or finish time as outlined in Letter of Understanding #5.

ARTICLE 13. PYRAMIDING

13.01 There shall be no pyramiding of premiums.

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

ARTICLE 14: STEPS AND INCREMENTS

14.01 Increments will be granted every nine hundred and thirteen (913) regular hours for Employees earning less than \$15.07 per hour during the period from April 1, 1999 to March 31, 2000 and then \$15.52 per hour during the period from April 1, 2000 to March 31, 2001.

Increments will be granted every eighteen hundred and twenty seven (1827) regular hours for Employees earning more than \$15.07 per hour during the period from April 1, 1999 to March 31, 2000 and then \$15.52 per hour during the period from April 1, 2000 to March 31, 2001.

Increments date from the date of incumbency.

(Note: Increments to be automatic).

14.02 After completing nine (9) years of continuous service with the Employer, and a minimum of one (1) year at the normal maximum of his/her pay range, an Employee shall be entitled to a Long Service Increment (LSI) in accordance with the Salary Appendix.

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

14.04 Part-time Employees shall receive credit for hours equivalent to Vacation and Named Holiday pay received in totaling hours for increment purposes.

14.05 Part-time Employees shall be eligible for a salary increment in accordance with the attached Salary Appendix and based upon the ratio their actual service bears to full-time service.

ARTICLE 15: PAY FOR PART-TIME EMPLOYEES

15.01 Basic hourly rate of pay for hours worked for part-time Employees shall be in accordance with the Salary Appendix as attached.

15.02 Five percent (5%) will be paid in lieu of Named Holidays, including the Floater Holiday

15.03 In lieu of vacations, part-time Employees shall be paid on each regular pay an additional amount calculated as follows:

Total regular earnings during current pay period:

- x4% - if total employment hours are less than 1,827 hours
- x6% - if total employment hours are more than 1,827 hours and less than 9,135 hours
- x8% - if total employment hours are more than 9,135 hours and less than 36,540 hours
- x10% - if total employment hours are more than 36,540 hours and less than 45,675 hours
- x 11.4% - if total employment hours are more than 45,675 hours

any changes in allowances in Article 26 (Vacations) and Article 27 [Named Holidays) shall be reflected in the above percentages.

15.04 Part-time Employees shall have scheduled time off without pay for vacations in general accordance with the provisions of this Agreement.

15.05 Part-time Employees shall receive credit for hours equivalent to Vacation and Named Holiday pay received in totaling hours for increment purposes.

ARTICLE 16: PAY PROCEDURE FOR RELIEVING IN SENIOR POSITION

16.01 When assigning the major duties and responsibilities of a higher rated position to an Employee, such assignments shall be distributed as equally as possible among members of the bargaining unit who are qualified to perform the duties required. An Employee upon being assigned the major duties and responsibilities of a higher rated position for a period of one (1) full working day or more shall be paid that rate in the salary range of the classification to which the Employee is assigned which is next higher than his/her present rate.

16.02 One (1) additional incremental pay step in the senior pay scale will be paid if the Employee concerned has relieved in the senior position for ten (10) working days or more during the current or previous calendar year.

16.03 An Employee upon being assigned the major duties and responsibilities of an exempt classification, other than a manager, which is at a higher rate of pay for a period of one (1) working day or more:

OR

An Employee upon being assigned the major duties and responsibilities of a manager exempt classification which is at a higher rate of pay for a period of four (4) working days or more shall be paid:

- a) an additional amount of ten percent (10%) of their regular pay for all days so worked, or
- b) the equivalent of the daily rate of the midpoint of the exempt salary range for all the days so worked, whichever is less.

16.04 Upon being appointed permanently to the senior position an Employee will receive a pay rate not less than he/she would receive under the immediately foregoing regulations for temporary relief of senior positions.

ARTICLE 17: ON-CALL DUTY

17.01 On-call duty shall be deemed to mean any period during which an Employee is not on regular duty during which the Employee is on-call and will be reasonably accessible to respond without undue delay to any request to return to duty.

17.02 An Employee shall be paid a premium of fifteen dollars (\$15.00) for each twenty-four (24) hour period of authorized on-call duty to which they are assigned.

17.03 In respect of each occasion on which an Employee is brought back to duty during an on-call period in addition to the premium for the period of on-call duty, the Employee shall be deemed to be working overtime for the time so worked and shall be paid at the overtime rate set forth in Article 11 (Overtime) of this Agreement.

17.04 Where the Employee is able to handle the call without leaving his/her place of residence, they shall be paid in accordance with Article 17.03, above, for all time so engaged. Actual time spent on all calls so handled during the on-call period shall be documented. The minimum total time for all calls received shall be considered to be one-half (1/2) hour.

ARTICLE 18: PAY DAYS

18.01 All Employees shall be paid on a biweekly basis. If the normal pay day is a non-working day, an effort will be made to pay on the working day immediately prior to the normal pay day.

18.02 The parties hereto agree to accept the salary appendix as attached.

ARTICLE 19: GRIEVANCE PROCEDURE

19.01 When a dispute arises between the Employer and an Employee, or the Union regarding the interpretation, application, administration, or any alleged violation of this Collective Agreement, the Employee or the Union shall first seek to settle the dispute through discussion with the Employee's immediate non-union supervisor. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step One (1).

No grievance shall be considered except under the terms of the following procedures:

No grievance shall be considered where circumstances giving rise to such grievance shall reasonably have been known to the Employee more than seven (7) working days prior to the first filing of the grievance.

Replies to the grievance shall be in writing at all stages and delivered to an officer of Local 182, the CUPE Representative, or the Employee.

Failure by the Union or the Employer to process the grievance in the specified time limits shall result in the grievance being automatically deemed abandoned, unless an extension to the time limits has been expressly granted in writing by the other party.

19.02 For the submission of grievances as provided herein "working days" shall be considered to be consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays as specified in Article 27 (Named Holidays).

19.03 The aggrieved Employee(s) shall have the right to be in attendance at all stages of the grievance and may have their case presented by the CUPE Representative, an officer of Local 182, or in Steps One (1) and Two (2) only, the Employee(s) may present their case personally. Employees shall have the right to be represented by a union officer or representative at all times when presenting his/her grievance.

19.04 Grievances submitted under the terms of this Agreement shall be settled as follows:

Step I

a) An Employee who believes that she has a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with her immediate non-union supervisor within seven (7) working days of the date she first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Non-Union Supervisor" means that person from whom an Employee normally receives her work assignments. The Employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with her immediate non-union supervisor. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The immediate non-union supervisor shall advise the Employee of her decision within seven (7) working days of the date the matter was first discussed.

b) In the event that the difference affects two (2) or more Employees, those so affected, or the Union, within seven (7) working days of the date they first became aware of, or reasonably should have become aware of, the occurrence, may make a written request to the Administrative Leader(s) or designate(s) that the grievances be grouped and dealt with

as a single grievance commencing at Step Two (2). A request to group such grievances will not be unreasonably denied.

- c) In the event an Employee alleges that she has been dismissed or suspended without just cause, she may commence her grievance at Step Two (2), within seven (7) working days of the occurrence.

Step II

If the grievance is not resolved under Step One (1) above, then the grievance shall, within seven (7) working days of the decision of the immediate non-union supervisor, be forwarded in writing by the Union and the Employee concerned, to the Employee's Administrative Leader(s) or designate(s), specifying the nature of the grievance and the redress sought. The Administrative Leader(s) or designate(s) shall hold a hearing and render a decision in writing to the Union within seven (7) working days of the receipt of the grievance. In areas of the organization where there are no Administrative Leader(s) or designate(s), the Union will bypass Step Two (2) and submit the grievance at Step Three (3) of the Grievance Procedure.

Step III

If the grievance is not resolved under Step Two (2) above, then the Union shall, within seven (7) working days of receipt of the written decision of the Administrative Leader(s) or designate(s), submit the grievance in writing to the Senior Operating Officer(s) or designate(s), who shall render a decision in writing to the Union within seven (7) working days of receipt of the grievance.

Step IV - Arbitration

- a) If the grievance is not settled under Step Three (3) above, then the Union shall within ten (10) working days of receiving the decision of the Senior Operating Officer(s) or designate(s), notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) working days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) working days, appoint a third person who shall be the Chairperson of the Arbitration Board.

- b) If the two (2) members fail to appoint a third person within the time limits, then the Minister of Labour, Mediation Services Department shall appoint a third member who shall be Chairperson of the Arbitration Board.
- c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- d) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chairperson. However, in the event that either party unilaterally withdraws the grievance from arbitration within ten (10) working days prior to the scheduled arbitration date, that party shall be solely responsible for paying the cancellation fees and expenses of the chairperson and both nominees (if there is a panel).
- e) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- f) The Union and the Employer can exercise the option to mutually agree to a single arbitrator.

19.05 Policy Grievance

- a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within ten (10) working days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
- b) A policy grievance may be submitted at Step Two (2).
- c) No individual redress may be requested or granted through a policy grievance.

19.06 Replies in Writing

Except for Step One (1), replies to grievances shall be in writing at all stages.

19.07 Facilities for Grievances

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

19.08 Grievances affecting departments other than the Employee's department (i.e. transfers and promotions) will be commenced with the Administrative Leader of the affected department.

19.09 If a probationary Employee is unsatisfactory, in the opinion of the Employer, then he/she may be dismissed at any time during the probationary period without notice and without recourse to the grievance procedure.

ARTICLE 20: SALARY CONTINUANCE DISABILITY PLAN

The Employer shall continue to provide the current Salary Continuance Disability Plan until March 31, 2000. The current cost share arrangement of fifty percent (50%) Employer and fifty percent (50%) Employee shall continue up to and including March 31, 2000.

Effective April 1, 2000, the cost share will change to seventy-five percent (75%) Employer and twenty-five percent (25%) Employee.

20.01 The Salary Continuance Disability Plan is designed to provide a steady income in the event that an Employee is unable to work due to sickness or injury.

The casual illness pool and the short term disability plan will ensure the continuance of a portion of salary for up to one hundred and twenty (120) working days or twenty-four (24) weeks. All part-time Employees will have their casual illness pool and short term disability plan entitlement pro-rated.

20.02 Casual Illness Pool

All permanent and probationary full-time and part-time (15 hours per week or more) Employees are entitled to the casual illness pool at the time of hire. Temporary full-time and part-time (15 hours per week or more) Employees are entitled to the casual illness pool after three (3) full months of service. An Employee who is unable to work due to illness or injury will be paid from the Casual Illness Pool for up to three (3) consecutive working days of absence, If the illness or injury lasts longer than three (3) working days any subsequent days will be paid according to the Short Term Disability Plan.

Please refer to the chart in Article 20.03 which outlines employee access and eligibility to the Casual Illness Pool and Short Term Disability Salary Schedule. For a complete explanation of the Salary Continuance Disability Plan, please refer to the current Employee Benefits Information package.

20.03 Short Term Disability Plan

The short term disability plan provides income protection benefits for up to one hundred and seventeen (117) working days or twenty-four (24) weeks after the first three (3) days of sick leave.

The casual illness pool and short term disability salary schedules are dependent on the Employee's length of service with the Employer. They will be paid as follows:

Years of Service	Casual Illness Pool Salary Schedule		Short Term Disability Salary Schedule	
	100% (resets each year)	85% (resets per different illness)	100% (resets per different illness)	85% (resets per different illness)
0-6 months	0 days	3 days		117 days
7 months- 3 years	5 days	3 days	7 days	110 days
4 - 6 years	5 days	3 days	12 days	105 days
7 - 9 years	5 days	3 days	17 days	100 days
10 - 12 years	5 days	3 days	22 days	95 days
13 - 15 years	5 days	3 days	27 days	90 days
16 - 18 years	5 days	3 days	32 days	85 days
19 - 21 years	5 days	3 days	37 days	80 days
22 - 24 years	5 days	3 days	42 days	75 days
25 + years	5 days	3 days	47 days	70 days

Please note:

A "day" in the above schedule shall be defined as "working day".

All part-time Employees will have their casual illness pool and short term disability entitlements prorated.

for example, a .6 FTE part-time Employee will be entitled to three (3) casual illness days at 100% per year, and short term disability will be calculated on the basis of .6 FTE

- Temporary full-time and part-time (15 hours per week or more) Employees are entitled to the casual illness pool after three (3) full months of service.

20.04 **Recurrent Disability**

If there is a relapse of the same illness or disability, it will be combined with the original claim to arrive at the maximum period for which benefits are paid.

If the illnesses are not related to each other and the Employee returns to work at least one day between each illness or disability, the short term disability benefits will be reset.

Once an Employee's disability extends beyond one hundred and twenty (120) working days, he/she may qualify for Long Term Disability Benefits.

ARTICLE 21: SICKNESS AND NON-OCCUPATIONAL ACCIDENT.

21.01 It shall be the responsibility of the Employee to give as much notification to his/her supervisor as is reasonable under the circumstances, prior to absence on account of illness. The Employee shall notify the supervisor at the commencement of the day of return to work.

ARTICLE 22: PREPAID HEALTH BENEFITS

The Employer shall continue to provide the current Prepaid Health Benefits until March 31, 2000. The current cost share arrangement of fifty percent (50%) Employer and fifty percent (50%) Employee shall continue up to and including March 31, 2000.

Effective April 1, 2000, the following benefits shall be provided:

22.01 The Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:

- a) Alberta Blue Cross Supplementary Benefits Plan or equivalent:
- b) Alberta Health Care Insurance Plan:
- c) Group Life Insurance (one times [x] basic annual earnings rounded to next highest one thousand dollars [\$(000)]);

- d) Accidental Death and Dismemberment (basic) (one times [lx] basic annual earnings rounded to the next highest one thousand dollars [\$(1000)]);
- e) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66-2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period);
- f) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Schedule. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2000.00) per insured person.

22.02 Permanent and temporary Employees who regularly work fifteen (15) hours per week or more are eligible to participate in the benefits plans.

22.03 Casual Employees, persons working on contract basis,, and Employees who work less than fifteen (15) hours per week are not eligible to participate in the benefits plans.

22.04 Eligible Employees will participate in benefits after three (3) full months of service.

22.05 Participation in the benefits plans described in Article 22.01 is mandatory for eligible Employees except that Employees who participate in Alberta Health Care or a health or dental plan through their spouse's Employer may elect not to be covered through the corresponding CRHA plan. Employees who so "opt out" may not subsequently be covered through the CRHA unless the Employee loses the coverage through his or her spouse's Employer.

22.06 The premium cost shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee. The Employee's share will be recovered by payroll deductions.

22.07 In the event of layoff, an Employee may elect to continue full benefits coverage by paying both the Employer's and Employee's shares. Such payments will be made in advance. Continuation of benefits coverage

may not extend beyond the period of recall specified in Article 29 (Layoff and Recall Procedure).

22.08 In the event of a lawful strike or lockout, the Employer will continue full payment (Employer and Employee portions) of the premiums required to maintain benefits plan coverage under Article 22.01 for a maximum of four (4) weeks. Any outstanding contributions (Employer and Employee) for this period shall be made up as soon as possible after return to work.

22.09 The Employer will advise the Union of all premium rate changes.

22.10 The Employer shall distribute, to all eligible Employees, brochures and other relevant information concerning the above plans upon hiring and when there are changes to the plans.

22.11 The Employer shall provide a copy of each of the plans to the Union.

22.12 The benefits plan design, described in Article 22.01, may not be changed without discussion between the Employer and the Union.

22.13 Where the benefits specified in Article 22.01 are provided through insurance or service contracts obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with underwriters or service providers of the plans.

ARTICLE 23: PENSION PLAN

23.01 Eligible Employees shall participate in the Local Authorities Pension Plan (LAPP).

23.02 The Employer shall make available to all eligible Employees copies of the Local Authorities Pension Plan (LAPP) information booklets.

ARTICLE 24: WORKERS' COMPENSATION

24.01 The Employer will continue to be registered with the Workers' Compensation Board, and all Employees who are deemed eligible by the Workers' Compensation Board will be provided WCB coverage.

ARTICLE 25: INDEPENDENT MEDICAL EXAMINATION AND REPORT

25.01 Should the Employer request an independent medical examination and related report, the following conditions shall apply:

- a) Agreement by the Employee is voluntary; and
- b) The parties shall mutually agree on a physician to do the independent medical examination from a list of physicians mutually agreed to by both parties: and
- c) Costs for the above independent medical examination and report shall be paid by the Employer.

ARTICLE 26: VACATIONS

26.01 Except where otherwise specifically provided, all full-time Employees covered by this Agreement shall:

- i. during the first (1st) to fourth (4th) year of employment earn a vacation of fifteen (15) working days per year:
- ii. during the fifth (5th) to tenth (10th) years of employment earn a vacation of twenty (20) working days per year:
- iii. during the eleventh (11th) to twenty-fourth (24th) years of employment earn a vacation of twenty-five (25) working days per year; and
- iv. during each of the twenty-fifth (25th) and subsequent years of employment earn a vacation of thirty (30) working days per year.

26.02 Vacation can be taken as earned, subject to operational requirements. Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

26.03 Full-time Employees covered by this Agreement shall be permitted to accumulate and carry forward to a future vacation period, one (1) week of annual vacation per annum to a maximum accumulation of four (4) weeks, subject to the approval of management and the needs of the operation. Such deferred vacation shall be paid at the Employee's prevailing rate in effect when taken.

26.04 A full-time Employee shall be entitled to an unbroken period of vacation equal to one year's vacation accrual. Annual vacation may be taken in other sized units subject to operational needs.

26.05 Permanent full-time Employees with more than one (1) year of continuous service and with a current vacation entitlement of less than twenty (20) working days, may on an annual basis and with management approval, accumulate four (4) rotation days off to be taken in conjunction with their annual vacation. The Employee shall not accumulate and carry forward any of their current vacation entitlement if the provisions of this article have been granted.

26.06 If employment is terminated and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation.

26.07 Notwithstanding the above, if employment is terminated by an Employee:

- a) with less than one (1) year of employment, or
- b) without giving proper notice under Article 31 (Terminations, Dismissals and Resignations),

such Employee shall receive vacation pay at the rates prescribed in the Employment Standards Code concerning vacations with pay. The Employer may waive this if termination is due to a cause which is acceptable to the Employer.

ARTICLE 27: NAMED HOLIDAYS

27.01 The following shall be defined as 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 | |

- One-half (1/2) day on the last working day prior to Christmas Day
- One-half (1/2) day on the last working day prior to New Year's Day

And all general holidays proclaimed by the Province of Alberta and/or the Government of Canada shall also be recognized as legal holidays except

when replacing the Named Holidays, in which case the lieu Named Holiday only shall be recognized.

Floater Holiday: Each permanent full-time Employee will be granted an additional day off with pay to be taken between during the current calendar year at a time mutually agreed upon between the Employer and the Employee. For transition purposes, an Employee is only entitled to such holiday if the Employee is in the employ of the Employer on March 15, 2000. Thereafter, an Employee is only entitled to such holiday if the Employee is in the employ of the Employer on March 15th of the year in which the holiday is to be taken.

- 27.02 No reduction in wages or salaries of any Employee shall be made on account of the above mentioned Named Holidays occurring during his/her work period.
- 27.03 Where a Named Holiday occurs during an Employee's vacation period, the Employee shall be entitled to take a regular working day off in lieu of such Named Holiday. Such day off to be mutually agreed upon between the Employee and his/her supervisor, and shall not be taken later than the subsequent year's vacation.
- 27.04 When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a full-time Employee's regularly scheduled day off, such Employee shall then be entitled to:
- a) by mutual agreement a day off with pay added to the full-time Employee's next annual vacation; or
 - b) a mutually agreeable day off with pay in conjunction with the full-time Employee's regular days off within thirty (30) calendar days, either before or after the Named Holiday; or
 - c) one (1) regular day's pay in lieu of the Named Holiday.
- 27.05 All Employees required to work their regular working hours on a Named Holiday for which they are eligible shall be paid at double time (2x) their regular rate of pay for each Named Holiday worked, and an additional regular day's pay or a regular working day off in lieu. Hours worked over regular hours on such Named Holidays shall be paid at double time (2x).

ARTICLE 28: LEAVES OF ABSENCE

28.01 Applications:

An Employee desiring leave of absence of any type shall apply in writing for same to the non-union supervisor. Should such an application be refused the Employee shall then apply to the Regional/Administrative Leader of the Employer through the proper officials of Local 182. The decision of the Regional/Administrative Leader shall be final and shall be communicated to the Union in writing. Such leave of absence requests shall not be unreasonably denied. In the case where there is no Regional/ Administrative Leader, an Employee should apply to the Senior Operating Officer.

28.02 Premium Payments:

When an Employee has been granted leave of absence of any type for a period of more than thirty (30) consecutive days, such Employee shall be required to pay both the Employee's and the Employer's share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted. Payment is to be made in advance and shall be based on the Employee's average earnings over a period of six (6) months immediately preceding the date of such leave of absence.

Where a leave of absence of any type has been granted for a period of thirty (30) days or less, such Employees shall be required, by payroll deduction, to pay the usual Employee benefit premiums and other levies normally in force had such leave of absence not been granted.

28.03 Where an Employee overstays his/her leave of absence of any type, he/she shall automatically be terminated, unless in the opinion of the Employer, such overstay was justifiable.

28.04 Education:

An Employee may request leave of absence without pay and without loss of seniority to up-grade their work-related educational qualifications. Such leave of absence requests shall not be unreasonably denied.

28.05 Union Leave:

When an Employee makes an application for leave of absence to perform duties of any office in his Local Union or of the parent union, and such leave is granted, such Employee shall retain their original seniority rights in the bargaining unit with no decrease in status, but without claim to any promotions effected during their leave of absence.

28.06 Maternity Leave

- a) A permanent Employee who is pregnant is entitled to thirty-six (36) weeks maternity leave. The period of time as requested by the Employee shall cover any period from twelve (12) weeks prior to the expected date of delivery to thirty-six (36) weeks after the actual delivery but in no case shall it exceed a total of thirty (36) weeks.
- b) Any Employee desiring leave of absence under the maternity clause must request such to management at least four (4) weeks prior to the date the leave of absence is to commence. Such request shall include the expected date of delivery. An Employee who is pregnant shall not be retained on staff following such time as in the opinion of management, in consultation with the Employee's personal physician, her ability to carry out her assignments is limited. Additional leave may be requested for health reasons if supported by a doctor's certificate.
- c) A permanent Employee on maternity leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work at which time the Employer will reinstate the permanent Employee in the same classification held by her immediately prior to taking maternity leave and at the same basic rate of pay.

28.07 Parental Leave

Upon request, a father shall be given one (1) day's leave of absence with pay for the purpose of attending the delivery of the child and one (1) day's leave of absence with pay for attending the release from hospital of the mother who has given birth.

28.08 Adoption Leave

A permanent Employee shall be entitled to adoption leave under the terms and conditions of the maternity leave provisions of this agreement.

28109 Bereavement and/or Funeral Leave

- a) Leave of absence for bereavement purposes, upon the death of a relative may be permitted at the discretion of management. It will be permissible for management to grant leave of absence with pay up to but not exceeding four (4) working days. For this purpose a relative shall be defined as mother, father, brother, sister, wife, husband, common-law spouse, child or foster child, grandchild, guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparent of the Employee.
- b) Leave with pay to attend funeral services only, of persons related more distantly than those listed above, may be granted at the discretion of management. Such requests shall not be unreasonably denied.

28.10 Military Leave

In the granting of leave of absence for military purposes it is agreed that the terms of such leave will be in accordance with the Government of Canada regulations and any regulations passed by the Province of Alberta relative to pension and group insurance contributions.

28.11 Personal Leave

At the discretion of management, short term (maximum two (2) days) leave of absence without pay may be granted to meet personal emergencies.

28.12 Witness/Jury Duty

The Employer shall grant leave of absence with pay and without loss of seniority or benefits to an Employee who is subpoenaed and appears as a juror or witness. After the Employee deducts expenses incurred during the case, the Employee will turn over any monies received from the Court to the Employer.

ARTICLE 29: LAYOFF AND RECALL PROCEDURE

29.01 In the event it becomes necessary to reduce the working force for reasons of lack of work, the order of lay-off shall be:

- First - Temporary Employees, provided however, that Employees remaining have the qualifications and the ability to perform the required work.

Second - Probationary Employees, provided however, that Employees who have completed their probationary period have the qualifications and the ability to perform the required work.

Third - Permanent Employees in order of seniority, provided those who are retained have the qualifications and the ability to perform the work required.

29.02 Recall of permanent Employees who have been laid off for reasons only of "cut-back" of work, shall be on a seniority basis.

29.03 The Employer agrees that in the event of a cutback of work, every reasonable effort will be made to retain current Employees when filling vacant positions.

ARTICLE 30: WARNINGS AND DISCIPLINE

30.01 When a warning is given, which is to become a matter of record on an Employee's personnel file, or when an Employee is to be suspended or dismissed, the Employee shall have the right to be given the reasons for such warning, suspension or dismissal in the presence of a Union Steward, Officer or other representative of Local 182.

The Employee shall be advised of his/her right to have a union representative present if the Employee so wishes.

Copies of all such letters of warning, suspension or dismissal shall be sent to the Union by the Employer.

All Employees who have a disciplinary record placed on their personnel file may request removal of said record if twelve (12) months have passed since the disciplinary record was issued, and no other subsequent disciplinary record has been issued. When all the above conditions have been met, said record will be removed and destroyed by the Employer and will not be held against the Employee or Employer in any way.

30.02 Any Employee desiring to appeal against disciplinary action shall do so under Article 19 (Grievance Procedure).

30.03 Following a request by an Employee, the Employer will make arrangements for the Employee to examine his/her personnel file. This examination shall be

conducted in Human Resources in the presence of a Human Resources Representative.

ARTICLE 31: TERMINATIONS, DISMISSALS AND RESIGNATIONS

- 31.01 Except for the dismissal of an Employee serving a probationary period, there shall be no discipline or dismissal except for just cause.
- 31.02 Except when a permanent Employee is terminated for just cause, the Employee shall be given two (2) weeks notice or pay in lieu.
- 31.03 Where an Employee resigns, the Employee shall give the Employer two (2) weeks notice in writing, exclusive of any vacation days due.
- 31.04 Any Employee desiring to appeal against termination/dismissal shall do so under Article 19 (Grievance Procedure).

ARTICLE 32: OCCUPATIONAL HEALTH AND SAFETY

- 32.01 An effective occupational health and safety program is dependent on a specific policy set by management and made clear to all Employees who accept safety operations as part of their normal responsibilities. The Union agrees to appoint or elect one member to a Safety Committee to meet with a representative of the Management. Upon presentation of a proposed agenda, the Committee may meet once a month to discuss health and safety concerns. The Committee may make recommendations on matters affecting the safety and health of Employees.

ARTICLE 33: TRANSPORTATION

April 1, 1999 to December 31, 1999 - the following shall apply:

- 33.01 Employees required to use their automobiles in carrying out their duties, shall receive a monthly car allowance on one of the following formulas:
- a) Per Trip - \$5.00
Average monthly meterage does not exceed 100 kilometers
 - b) Flat Rate - average monthly meterage
-100 to 175 - \$139.00

- 175 to 325 - \$165.00
- 325 to 500 - \$206.00
- 500 to 1000 - \$284.00
- 1000 to 1500- \$361.00

Effective January 1, 2000 the following shall apply

33.02 Any Employee required to utilize their own vehicle in the performance of their duties shall receive thirty cents per kilometer (\$.30\$/km) for travel between work sites.

Effective April 1, 2000, the following shall take effect:

33.03 In addition, all Employees who have worked an average of half time or greater in the previous fiscal year and are on active status on April 1 shall be eligible to receive up to a maximum of \$125 per year as follows:

Cost of business use insurance coverage \$ _____
 LESS
 Cost of personal use insurance coverage \$ _____

ARTICLE 34 C CLASSIFICATIONS/POSITION DESCRIPTIONS

34.01 Upon request, an Employee shall be given a current copy of his/her position description.

34.02 a) Should the Employer introduce a proposed new classification within the bargaining unit, the Union shall be advised of the effective date of the new classification and rate of pay.

b) The Union shall enter into negotiations with the Employer on the matter, within fourteen (14) days of the Employer's notice. Failing agreement within sixty (60) days of the date of the Employer's notice, the matter shall be referred to arbitration as provided in Article 19 (Grievance Procedure).

b) Nothing in this article restricts the right of the Employer to establish the classification, rate of pay, and/or to fill the position pending the results of arbitration.

- c) Paragraphs (b) and (c) above shall not apply to those job evaluation/ classification decisions made by the Joint Job Evaluation Committee as outlined in Letter of Understanding #1.

ARTICLE 35: PROFESSIONAL FEES AND LICENSES

- 35.01 Permanent full-time Employees who are required by legislation and their job description to be licensed or to maintain membership in a provincial and/or national professional association shall be reimbursed to a maximum of one hundred dollars (\$100.00) per annum.

ARTICLE 36: LEGAL COSTS AND INDEMNIFICATION

- 36.01 Employees shall be protected by the Employer against any claims resulting from actions initiated against them in the performance of their duties except where it is proven to the satisfaction of both parties to this Agreement that said Employees have been negligent.

ARTICLE 37: CASH SHORTAGES AND OVERAGES

- 37.01 It is agreed that Employees handling any cash will not receive benefits from overages or conversely, will not be called upon to make up any shortages in cash balances, except in the case of criminal negligence. Any cash shortages or overages shall be reported to the immediate supervisor.

ARTICLE 38: EXPENSE ALLOWANCE

- 38.01 Employees required to respond to being paged shall be reimbursed for pay telephone costs incurred by receiving a flat rate allowance of \$5.00 per month.

This amount will be paid annually at the end of pay period 24 and shall be pro-rated for partial assignment.

ARTICLE 39: HARD HATS AND SMOCKS -- PUBLIC HEALTH INSPECTORS

39.01 Hard hats and smocks shall be provided as required to Public Health Inspectors for work use.

ARTICLE 40: UNIFORM ALLOWANCE

40.01 There shall be five (5) uniform supplied during each year of employment to those Employees designated by management as having to be in such attire while performing their normal duties. The distribution of these uniform will be on a mutually agreed schedule between the Employee(s) concerned and their manager, it being understood that the first issue will be as soon as practicable after starting date and that subsequent issues will be on a bi-annual basis.

Employees who receive a bi-annual allotment of clothing and do not complete the six (6) month service for which the uniform are supplied, shall be required to repay the Employer the cost of the clothing on a pro-rated basis.

ARTICLE 41: QUALIFICATIONS OF PUBLIC HEALTH INSPECTORS

41.01 Minimum qualifications for entrance into the classification of Public Health Inspector I shall be the Certificate in Public Health Inspection (Canada) or its predecessor, the Certificate in Sanitary Inspection, unless otherwise stipulated herein.

41.02 Personnel from foreign countries possessing qualifications in public health inspection recognized by the Board of Certification of Public Health Inspectors, Canadian Institute of Public Health Inspectors, shall be considered as holding the minimum qualifications for entrance into the classification of Public Health Inspector I. Such Employees will be accepted on the understanding that they obtain Canadian Certification within two (2) years of commencement of employment.

ARTICLE 42: CLEANING/CLOTHING ALLOWANCE

42.01 Public Health Inspectors, Mechanical/Maintenance Worker, Stores Attendants, and Mail Courier will be paid \$4.00 per week cleaning/clothing allowance. Receptionists in Community Health Centres who are required to clean the clinic areas as part of their regular job duties, Respiratory Therapists and Occupational Therapists will be paid \$3.50 per month cleaning/clothing allowance. These amounts will be paid once annually at the end of pay period 24.

Signed this 28th day of April, 2000.

Signed on behalf of the Employer

Signed on behalf of the Canadian
Union of Public Employees, Local 182

Jeanne Stalinski

E. Eld.

[Signature]

JWEBB

LETTER OF UNDERSTANDING #1
BETWEEN
THE CALGARY REGIONAL HEALTH AUTHORITY
(HEREINAFTER CALLED THE "EMPLOYER")
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 182
Community Health Resources (CHR) and Population Health (PH)
(HEREINAFTER CALLED THE "UNION")

Re: Joint Job Evaluation Committee

1. Joint Job Evaluation Committee

The parties shall, within thirty (30) days following the ratification of the agreement establish a joint Job Evaluation Committee consisting of (x) representatives from the Employer (Management) and (x) representatives from the Canadian Union of Public Employees, Local 182. This Committee shall be chaired by a representative from the CRHA Compensation Department. Said chair shall have a voice on the committee but not a vote.

All parties to this Committee may, at any time, consult an external consultant who specializes in this area of expertise. Where the use of the consultant is mutually agreed to by all parties, the cost of said consultant shall be borne by the parties equally. Where the use of the consultant is not mutually agreed to, the cost of said consultant shall be borne by the party(ies) who engaged his/her services.

2. Responsibilities of the Committee

The Committee shall meet as soon as possible to establish terms of reference for, and responsibilities of, the Committee in relation to a review of the current job evaluation process and recommendations for a future process.

This Committee shall be charged with the responsibility for implementation of all its recommendations; which may include, but would not be limited to, recommendations for a new: job evaluation tool, job evaluation process, classification process and/or appeal process.

3. Decisions of the Committee

All decisions made by the Committee shall be final and binding on all the parties listed herein.

On Behalf of the Calgary Regional
Health Authority

On Behalf of the Canadian Union of
Public Employees, Local 182 (CHR)

Arnell Walker

[Signature]

Date: *April 28, 2000*

Date: *May 1, 2000*

LETTER OF UNDERSTANDING #2

BETWEEN

THE CALGARY REGIONAL HEALTH AUTHORITY
(HEREINAFTER CALLED THE "EMPLOYER")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 182
Community Health Resources (CHR) and Population Health (PH)
(HEREINAFTER CALLED THE "UNION")

RE MEDIATION PROCESS

Preamble:

Should the parties to this Collective Agreement fail to reach agreement/resolution of issues appropriately processed through the grievance procedure "steps" listed herein (Article 19: Grievance Procedure), the parties may consider advancing the issue to mediation prior to an arbitration panel.

Mutual Agreement to the Process:

The parties must mutually agree to the use of mediation or else the mediation process cannot be used.

Where There is No Mutual Agreement:

Where the parties do not mutually agree to mediation, the grievance procedure listed herein (Article 19: Grievance Procedure) will continue to apply, including time limits to advance the case to arbitration.

Withdrawal From Mediation:

Where the parties have mutually agreed to mediation and the mediation process is used, either party may withdraw the case from mediation at any time during the process by supplying written notice of same to the Mediator and the other party.

Time Limits:

Where the parties mutually agree to the use of the mediation process, the issue must be advanced to the Mediator within ten (10) working days of Step III of the grievance procedure decision. If the issue is successfully advanced to mediation, then the time limits to advance the issue to arbitration are put in 'abeyance' until the day the Mediator makes his recommendations or the day either party decides to remove the case from mediation, at which time the parties will have ten (10) working days to issue the case to arbitration.

Where the time limits contained herein are not met, the issue will have been deemed abandoned and will not be allowed to proceed further.

Mediation Process - Particulars:

1. Each party will present the names of two (2) Mediators for a permanent list of four (4) Mediators. Every effort will be made to agree to the four (4) Mediators, however if no agreement is reached then each party will retain the right to appoint two (2) Mediators to the list. On agreement that a case be mediated, the parties will randomly draw a Mediator's name from the above mentioned list.
2. A joint statement of facts will be presented to the Mediator.
3. Any further non-agreed to facts may be presented to the Mediator in a narrative fashion.

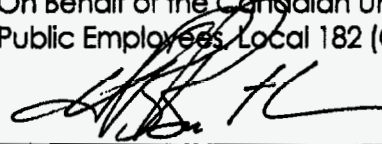
This would include contract clauses and arguments in support of separate positions on the issue.

Any written material presented to the Mediator will be returned to the issuing party at the conclusion of the Mediation.
4. The rules of evidence will not apply and no record of proceedings will be made.
5. The grievor(s) and management person(s) affected by the case will fully participate in proceedings, with their respective labour relations advisor(s).
6. Emphasis is on complete examination of the issue including, if deemed necessary by the Mediator, separate meetings with the parties.
7. The objective of the Mediator is to assist the parties in reaching a mutually acceptable settlement as expeditiously as possible.
8. If no settlement is reached within ten (10) days as a result of mediation, then the Mediator will give a recommendation based on this Collective Agreement.

9. Mediation will normally take place at central union or management offices or at the workplace.
10. The parties will equally share the cost of fees and expenses of the Mediator.
11. The grievor Union Representative, and Manager/Supervisor who are party to the case shall be granted leave with pay to be present at mediation.
12. Mediation recommendations are non-binding, shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.
13. A grievance may be removed from the mediation process at any time with written notice by the one party to the Mediator and the other party. It may then be advanced to arbitration within the time limits stipulated herein.
14. Following the mediation process if no settlement is achieved, the parties may agree to advance the grievance to the arbitration procedure within the time limits stipulated herein.
15. No legal counsel will be used by either party. The Union will use representatives of the CUPE organization. The Employer will use Employees of their Human Resources Department or representatives appointed by that department,

On Behalf of the Calgary Regional
Health Authority

On Behalf of the Canadian Union of
Public Employees, Local 182 (CHR)



Date: *April 28, 2000*

Date: M a y 1 , 2 0 0 0

LETTER OF UNDERSTANDING #3

BETWEEN

THE CALGARY REGIONAL HEALTH AUTHORITY
(HEREINAFTER CALLED THE "EMPLOYER")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 182
Community Health Resources (CHR) and Population Health (PH)
(HEREINAFTER CALLED THE "UNION")

RE: Named Holidays

Where operationally feasible, the Employer shall endeavor to approve up to fifty percent (50%) of a classification exercising their right to take their Floater Holiday on Easter Monday. Further, the parties agree that full-time Employees who qualify for a Floater Holiday shall have the right to apply for their Floater Holiday to coincide with a regularly scheduled three day weekend. The Employer shall consider all applications and shall endeavor to approve as many applications as operationally feasible.

This Letter of Understanding shall expire March 31, 2001.

On Behalf of the Calgary Regional
Health Authority



Date: *April 28, 2000*

On Behalf of the Canadian Union of
Public Employees, Local 182 (CHR)



Date: *May 7, 2000*

LETTER OF UNDERSTANDING #4

BETWEEN

THE CALGARY REGIONAL HEALTH AUTHORITY
(HEREINAFTER CALLED THE "EMPLOYER")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 182
Community Health Resources (CHR) and Population Health (PH)
(HEREINAFTER CALLED THE "UNION")

RE: Vacations

The parties agree that all Employees hired prior to November 19, 1999 at paygrade 21 or higher, and who have completed one year of continuous service, shall earn a vacation with pay of twenty (20) working days.

On Behalf of the Calgary Regional
Health Authority

Arnell Stubbs

Date: *April 28, 2000*

On Behalf of the Canadian Union of
Public Employees, Local 182 (CHR)

Date: M a y 1 , 2 0 0 0

LETTER OF UNDERSTANDING #5

BETWEEN

THE CALGARY REGIONAL HEALTH AUTHORITY
(HEREINAFTER CALLED THE "EMPLOYER")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 182
Community Health Resources (CHR) and Population Health (PH)
(HEREINAFTER CALLED THE "UNION")

RE: Article 10: Hours of Work - Flexible Start and Finish Times

In principle, the Employer and the Union support the concept of flexible start and finish times and agree to meet to negotiate language regarding this matter within thirty (30) days of ratification of this Collective Agreement.

The negotiation committee shall consist of three (3) members from the Employer and three (3) members from the Union.

This Letter of Understanding expires on the date of expiry of this Collective Agreement.

On Behalf of the Calgary Regional
Health Authority



Date: *April 28, 2000*

On Behalf of the Canadian Union of
Public Employees, Local 182 (CHR)



Date: *May 1, 2000*

Letter of Understanding #6

BETWEEN

THE CALGARY REGIONAL HEALTH AUTHORITY
(HEREINAFTER CALLED THE "EMPLOYER")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 182
Community Health Resources (CHR) and Population Health (PH)
(HEREINAFTER CALLED THE "UNION")

Re: Article 10 - Transitional Hours of Work

The parties agree that to assist in the transition to the new provisions in Article 10: Hours of Work, the following clauses will be added to the main body provisions:

10.05 Flexible starting and stopping times may be scheduled to meet evening program demands. The total hours worked in a day shall not exceed seven and one-half (7 1/2) hours. An evening assignment payment of ten dollars (\$10.00) shall be paid for each assignment.

Unless mutually agreed between the employee and the supervisor, there shall be at least one (1) day of notice for evening assignments.

10.06 Other shifts of work to meet specific program demands that are ongoing and recurring in nature may be scheduled for all classifications. The total hours worked in a day shall be consecutive and not exceed seven and one-half (7 1/2) hours. The shift assignment shall fall between the hours of 7:00 a.m. to 11:00 p.m. Unless mutually agreed, there shall be at least two (2) weeks' notice of shift scheduling.

No employee shall be scheduled to work more than seven (7) consecutive days. No employee shall be scheduled to work more than fourteen (14) days within a twenty-one (21) day period.

10.07 Unless mutually agreed between the employee and the supervisor, no more than thirty-five (35) shifts per calendar year, not more than ten (10) of which are weekends, may be scheduled under the provisions of both 10.05 and 10.06.

This clause will have no application under the following circumstances:

- a) Any employees hired after October 15, 1999 in any area covered by this Collective Agreement, and:
- b) Any employees hired prior to October 15, 1999 and who apply to transfer to any area where the normal hours of operation include the hours of 11:00 p.m. to 7:00 a.m.

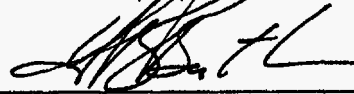
This Letter of Understanding expires March 30, 2001, whereupon the main body of the Agreement shall apply.

On Behalf of the Calgary Regional Health Authority



Date: *April 28, 2000*

On Behalf of the Canadian Union of Public Employees, Local 182 (CHR)



Date: *May 1, 2000*

LETTER OF UNDERSTANDING #7

BETWEEN

THE CALGARY REGIONAL HEALTH AUTHORITY
(HEREINAFTER CALLED THE "EMPLOYER")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 182
Community Health Resources (CHR) and Population Health (PH)
(HEREINAFTER CALLED THE "UNION")

RE: SEVERANCE FOR CONTRACTING OUT

Purpose

1. The parties agree that the primary purposes of the Severance Program (the Program) are to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and ensure quality and continuity of services. Severance is one of many human resources management tools to assist with restructuring the organization.
2. In keeping with the purposes listed above, the Employer commits to first reviewing any opportunities which may be available for redeployment within the bargaining unit, and/or retraining opportunities, before utilizing the Severance Program.

Severance Offering and Eligibility

3. The program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2001, or upon ratification of a new Collective Agreement, whichever is later.
4. (a) Severance will be offered only as a result of organizational changes that result in the permanent reduction in the number of CUPE 182 certified permanent Employees.
 - (b) Employees on full layoff will not be eligible to apply for the program.
 - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
 - (d) Program transfers affecting other bargaining units may be taken into account when assessing the extent of the permanent reduction in the number of CUPE certified permanent Employees, provided that reciprocal transfer agreements are in effect.
5. The Program, when offered by the Employer, will be open to all eligible permanent part-time and full-time Employees employed and working in a regular position as of the date of the Program offering.
6. An approved severance will be calculated as follows:

- The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
- Regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay)
- For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.

Severance Approval

7. (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
- (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the permanent Employee's full-time equivalency, or a comparable full-time equivalency.
- (c) Program transfers affecting other bargaining units may be taken into account when assessing comparable full-time equivalencies.
- (d) The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

Operation of the Program

8. An Employer will only consider a severance application from an Employee on sick leave, WCB, or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
9. Permanent Employees whose applications for the program are approved will terminate their employment and have no right to recall under Article 29 (Layoff and Recall Procedure).
 - (a) Employees whose application for severance are approved will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.
 - (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.

This Letter of Understanding shall expire on March 31, 2001, or upon the date of ratification of the next Collective Agreement, whichever is later.

On Behalf of the Calgary Regional Health Authority

On Behalf of the Canadian Union of Public Employees, Local 162 (CHR)

Arnell Sutherland

[Handwritten Signature]

Date: *April 28, 2000*

Date: *May 1, 2000*

LETTER OF UNDERSTANDING #8

BETWEEN

THE CALGARY REGIONAL HEALTH AUTHORITY
(HEREINAFTER CALLED THE "EMPLOYER")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 182
Community Health Resources (CHR) and Population Health (PH)
(HEREINAFTER CALLED THE "UNION")

RE: Special Events - Public Health Inspectors

The parties agree to the following terms and conditions for Public Health Inspectors when working "Special Events" on behalf of the Employer.

When working Special Events it is agreed that when two (2) weeks notice or more is provided the Public Health Inspectors will be allowed to bank the actual time worked at straight time, It is further agreed that the straight time which has been banked will be taken at a time mutually agreed to by the Employer and the Employee.

The undersigned agree to the terms and conditions of this agreement. The CUPE Local 182 Union Representative is authorized to represent and legally bind CUPE Local 182 and the Public Health Inspectors in this matter.

Either party may terminate this agreement within ninety (90) days notice in writing.

On Behalf of the Calgary Regional
Health Authority



Date: April 28, 2000

On Behalf of the Canadian Union of
Public Employees, Local 182 (CHR)



Date: May 1, 2000

Pay Grade	Classification Title	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	LSI
6	Home Health Aide	1-Apr-99	\$9.43	\$9.90	\$10.40	\$10.92	\$11.43	\$11.98
		1-Apr-00	\$9.71	\$10.20	\$10.71	\$11.25	\$11.78	\$12.33
7		1-Apr-99	\$9.90	\$10.40	\$10.92	\$11.43	\$11.98	\$12.53
		1-Apr-00	\$10.20	\$10.71	\$11.25	\$11.78	\$12.33	\$12.91
8		1-AV-99	\$10.40	\$10.92	\$11.43	\$11.98	\$12.53	\$13.12
		1-Am-00	\$10.71	\$11.25	\$11.78	\$12.33	\$12.91	\$13.52
9	Clerk I Photocopy Attendant Receptionist II	1-Apr-99	\$10.92	\$11.43	\$11.98	\$12.53	\$13.12	\$13.74
		1-Apr-00	\$11.25	\$11.78	\$12.33	\$12.91	\$13.52	\$14.15
10	Secretary I Mail Courier	1-AV-99	\$11.43	\$11.98	\$12.53	\$13.12	\$13.74	\$14.39
		1-Apr-00	\$11.78	\$12.33	\$12.91	\$13.52	\$14.15	\$14.82
11	Receptionist III clerk II LPN	1-Apr-99	\$11.98	\$12.53	\$13.12	\$13.74	\$14.39	\$15.07
		1-Apr-00	\$12.33	\$12.91	\$13.52	\$14.15	\$14.82	\$15.52
12	Secretary II	1-AV-99	\$12.53	\$13.12	\$13.74	\$14.39	\$15.07	\$15.79
		1-Apr-00	\$12.91	\$13.52	\$14.15	\$14.82	\$15.52	\$16.26
13	Clerk III Interpreter Speech Assistant Stores Attendant I	1-Apr-99	\$13.12	\$13.74	\$14.39	\$15.07	\$15.79	\$16.55
		1-Am-00	\$13.52	\$14.15	\$14.82	\$15.52	\$16.26	\$17.04
13a	Dental Assistant	1-Apr-99	\$13.12	\$13.74	\$14.39	\$15.07	\$15.79	\$16.55
		1-Oct-99	\$13.52	\$14.15	\$14.82	\$15.52	\$16.26	\$17.04
		1-Apr-00	\$13.92	\$14.58	\$15.26	\$15.98	\$16.75	\$17.55
14	Secretary III	1-AV-99	\$13.74	\$14.39	\$15.07	\$15.79	\$16.55	\$17.33
		1-Apr-00	\$14.15	\$14.82	\$15.52	\$16.26	\$17.04	\$17.85
15	Clerk IV Research Assistant Outreach Worker Library Technician Graphic Artist Stores Attendant II	1-Apr-99	\$14.39	\$15.07	\$15.79	\$16.55	\$17.33	\$18.16
		1-Apr-00	\$14.82	\$15.52	\$16.26	\$17.04	\$17.85	\$18.70
15a	Dental Assistant III	1-Apr-99	\$14.39	\$15.07	\$15.79	\$16.55	\$17.33	\$18.16
		1-Oct-99	\$14.82	\$15.52	\$16.26	\$17.04	\$17.85	\$18.70
		1-AV-00	\$15.26	\$15.98	\$16.75	\$17.55	\$18.38	\$19.26

Pay Grade	Classification Title	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	LSI
16	Secretary IV	1-Apr-99	\$15.07	\$15.79	\$16.55	\$17.33	\$18.16	\$19.03
		1-Am-00	\$15.52	\$16.26	\$17.04	\$17.85	\$18.70	\$19.60
17	Mechanical Maintenance Worker Purchasing Coordinator I	1-Apr-99	\$15.79	\$16.55	\$17.33	\$18.16	\$19.03	\$19.94
		1-Apr-00	\$16.26	\$17.04	\$17.85	\$18.70	\$19.60	\$20.54
18		1-Apr-99	\$16.55	\$17.33	\$18.16	\$19.03	\$19.94	\$20.90
		1-Apr-00	\$17.04	\$17.85	\$18.70	\$19.60	\$20.54	\$21.53
19	Coordinator of Volunteers I Media Generalist	1-Apr-99	\$17.33	\$18.16	\$19.03	\$19.94	\$20.90	\$21.91
		1-Apr-00	\$17.85	\$18.70	\$19.60	\$20.54	\$21.53	\$22.57
20		1-Apr-99	\$18.16	\$19.03	\$19.94	\$20.90	\$21.91	\$22.97
		1-Apr-00	\$18.70	\$19.60	\$20.54	\$21.53	\$22.57	\$23.66
21	Pregnancy Counselling Coordinator Community Health Educator Purchasing Coordinator II Coordinator of Volunteers II Social Worker I Dental Hygienist Mechanical Maintenance Worker II Librarian	1-Apr-99	\$19.03	\$19.94	\$20.90	\$21.91	\$22.97	\$24.09
		1-Apr-00	\$19.60	\$20.54	\$21.53	\$22.57	\$23.66	\$24.81
21a	Public Health Inspector I	1-Apr-99	\$19.03	\$19.94	\$20.90	\$21.91	\$22.97	\$24.09
		1-Oct-99	\$19.80	\$20.74	\$21.74	\$22.79	\$23.89	\$25.05
		1-Am-00	\$20.39	\$21.36	\$22.39	\$23.47	\$24.61	\$25.80
21b	Respiratory Therapist	1-Apr-99	\$19.03	\$19.94	\$20.90	\$21.91	\$22.97	\$24.09
		1-Oct-99	\$19.41	\$20.34	\$21.32	\$22.35	\$23.43	\$24.57
		1-Apr-00	\$20.00	\$20.95	\$21.96	\$23.02	\$24.13	\$25.31
22		1-Apr-99	\$19.94	\$20.90	\$21.91	\$22.97	\$24.09	\$25.25
		1-Apr-00	\$20.54	\$21.53	\$22.57	\$23.66	\$24.81	\$26.00
22a	Public Health Inspector I (with Degree)	1-Apr-99	\$19.94	\$20.90	\$21.91	\$22.97	\$24.09	\$25.25
		1-Oct-99	\$20.74	\$21.74	\$22.79	\$23.89	\$25.05	\$26.26
		1-Apr-00	\$21.36	\$22.39	\$23.47	\$24.61	\$25.80	\$27.05
23	Health Education Consultant Sexuality / HIV Consultant Educational Coordinator Social Worker II Early Intervention Program Coordinator Research/Project Coordinator Speech Language Pathologist (Bach) Mental Health Therapist	1-Apr-99	\$20.90	\$21.91	\$22.97	\$24.09	\$25.25	\$26.47
		1-Apr-00	\$21.53	\$22.57	\$23.66	\$24.81		

Pay Grade	Classification Title	Effective Date	Step1	Step2	Step3	Step4	Step5	LSI
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		1 - Oct - 99	\$21.95	\$23.01	\$24.12	\$25.29	\$26.51	\$27.79
		1 - Apr - 00	\$22.61	\$23.70	\$24.84	\$26.05	\$27.31	\$28.63
23b	Occupational Therapist Physical Therapist	1 - Apr - 99	\$20.90	\$21.91	\$22.97	\$24.09	\$25.25	\$26.47
		1 - Oct - 99	\$21.53	\$22.57	\$23.66	\$24.81	\$26.00	\$27.26
		1 - Apr - 00	\$22.18	\$23.25	\$24.37	\$25.55	\$26.79	\$28.08
23c	Public Health InspectorII	1 - Apr - 99	\$20.90	\$21.91	\$22.97	\$24.09	\$25.25	\$26.47
		1 - Oct - 99	\$21.74	\$22.79	\$23.89	\$25.05	\$26.26	\$27.53
		1 - Apr - 00	\$22.39	\$23.47	\$24.61	\$25.80	\$27.05	\$28.35
24		1 - Apr - 99	\$21.91	\$22.97	\$24.09	\$25.25	\$26.47	\$27.77
		1 - Apr - 00	\$22.57	\$23.66	\$24.81	\$26.00	\$27.26	\$28.60

24a	Speech Language Pathologist (Masters) Public Health Inspector II (with Degree) Audiologist	1 - Apr - 99	\$21.91	\$22.97	\$24.09	\$25.25	\$26.47	\$27.77
		1 - Oct - 99	\$22.79	\$23.89	\$25.05	\$26.26	\$27.53	\$28.88
		1 - Apr - 00	\$23.47	\$24.61	\$25.80	\$27.05	\$28.35	\$29.74

25	Research Project Coordinator (Masters) Injury Control Project Community Development Coordinator (Masters)	1 - Apr - 99	\$22.97	\$24.09	\$25.25	\$26.47	\$27.77	\$29.15
		1 - Am - 00	\$23.66	\$24.81	\$26.00	\$27.26	\$28.60	\$30.03
26	Risk Assessment Specialist Outbreak Coordinator	1 - Apr - 99	\$24.09	\$25.25	\$26.47	\$27.77	\$29.15	\$30.60
		1 - Apr - 00	\$24.81	\$26.00	\$27.26	\$28.60	\$30.03	\$31.52