

INDEX

PREAMBLE	3
ARTICLE 1: TERM OF COLLECTIVE AGREEMENT	3
ARTICLE 2: DEFINITIONS	3
ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT	5
ARTICLE 4: UNION RECOGNITION	5
ARTICLE 5: UNION MEMBERSHIP, SECURITY AND CHECK-OFF	6
ARTICLE 6: MANAGEMENT RIGHTS	7
ARTICLE 7: DISCRIMINATION	7
ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY	7
ARTICLE 9: JOB CLASSIFICATION	9
ARTICLE 10: BULLETIN BOARDS	11
ARTICLE 11: SHOP STEWARDS	11
ARTICLE 12: GRIEVANCE PROCEDURE	12
ARTICLE 13: PROBATION PERIOD	14
ARTICLE 14: SALARIES	15
ARTICLE 15: PAYDAYS	16
ARTICLE 16: HOURS OF WORK	16
ARTICLE 17: OVERTIME	21
ARTICLE 18: ON-CALL	22
ARTICLE 19: CALL-BACK	22
ARTICLE 20: PYRAMIDING	23
ARTICLE 21: SHIFT PREMIUM	23
ARTICLE 22: WEEKEND PREMIUM	25
ARTICLE 23: TRANSPORTATION ALLOWANCE	25
ARTICLE 24: ANNUAL VACATION	26
ARTICLE 25: NAMED HOLIDAYS	32
ARTICLE 26: SICK LEAVE	34
ARTICLE 27: WORKERS' COMPENSATION	36
ARTICLE 28: HEALTH BENEFITS	39
ARTICLE 29: PENSION PLAN	39
ARTICLE 30: LEAVES OF ABSENCE	40
ARTICLE 31: BEREAVEMENT	43
ARTICLE 32: UNIFORMS	44
ARTICLE 33: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES ..	44
ARTICLE 34: DISCIPLINE, DISMISSAL AND RESIGNATION	46
ARTICLE 35: SENIORITY	47
ARTICLE 36: LAYOFF AND RECALL PROCEDURE	48
ARTICLE 37: TEMPORARY AND CASUAL EMPLOYEES	55
ARTICLE 38: RETORACTIVITY	59
ARTICLE 39: EXTENDED WORKDAY	60
ARTICLE 40 - COPIES OF COLLECTIVE AGREEMENT	61
LETTERS OF UNDERSTANDING	
RE: CONTRACTING OUT AND SEVERENCE	67
RE: DISPLACEMENT RIGHTS FOR FOOD SERVICE AND HOUSEKEEPING EMPLOYEES	70
RE: RED CIRCLED EMPLOYEES	72
RE: APPRENTICESHIP	73
RE: RECOGNITION OF PREVIOUS EXPERIENCE	75

RE: MUTUAL AGREEMENT TO ADJUST FTE'S	77
RE: EDUCATIONAL OPPORTUNITIES SURGICAL PROCESSOR TRAINING PROGRAM	79
RE: RETURN SERVICE COMMITMENT – LABORATORY ASSISTANT TRAINING PROGRAM INITIATIVE	81
RE: LUMP SUM PAYMENTS FOR ELIGIBLE EMPLOYEES	82
RE: TEMPORARY OFF-SITE ASSIGNMENT	84
RE: CLASSIFICATION REVIEW – SERVICE WORKERS	85
RE: CLASSIFICATION REVIEW – SUPPLY SERIES	87
RE: PRECEPTOR PAY	67
RE: CUPE 211 AND IUOE	89
SALARY SCHEDULE.....	91

PREAMBLE

The parties agree the primary purpose and concern of the Hospital and its Employees is to be of service to the community in providing patient care and efficient, competent services.

In implementing this Collective Agreement it is recognized that the welfare of the Hospital and of its Employees depends upon the welfare of the Hospital as a whole, and recognized further that a relationship of goodwill and mutual respect between Hospital and the Union can contribute greatly to the maintenance of that welfare. The parties recognized the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

Therefore, the Hospital and the Union intend to conclude a Collective Agreement that will:

- (1) provide the means by which the Employer and the Union may cultivate friendly relations and obtain a clearer understanding of each others' problems;
- (2) set forth the terms and conditions of employment relating to salaries, hours of work and other working conditions affecting the Employees covered by this Collective Agreement;
- (3) provide for a cooperative means of settling disputes and grievances.

The parties agree as follows:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices, unless altered by mutual consent of both Parties, Except where otherwise stated in this Collective Agreement, this Collective shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification of this Collective Agreement up to and including March 31, ~~2008~~ **2011** 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 Clause 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

ARTICLE 2: DEFINITIONS

- 2.01 "Union" shall mean the Canadian Union of Public Employees Local which is party to this Collective Agreement.

- 2.02 "Employer" shall mean and include such persons as may be, appointed or designated to carry out administrative duties in respect of the operation and management on behalf of Caritas.
- 2.03 "Employee" shall mean a person who is employed by the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) "Regular Full-time Employee" is an Employee who is scheduled to work the full specified hours in Article 16.
 - (ii) "Regular Part-time Employee" is an Employee who works scheduled shifts pursuant to Article 16 provided that such hours of work are less than those specified for Regular Full-time Employees.
 - (b) "Casual Employee" is:
 - (i) one who is hired to relieve for absences resulting from sickness, injury, vacation, named holiday or any leaves of absence, the duration of which shall not exceed three (3) months; or
 - (ii) one who is hired for a specific job, the duration of which will not exceed three (3) months.

A Casual Employee may work either full-time or part-time hours.
 - (c) "Temporary Employee" is one who is hired:
 - (i) for a period of more than three (3) months and less than nine (9) months for a specific job; or
 - (ii) to replace a Regular Full-time or Regular Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Regular Full-time or Regular Part-time Employee who is on a leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
 - (iv) When a Temporary Employee is hired, the Employer shall advise the Union in writing of the Temporary Employee's name, classification, position and nature of the temporary assignment, and where applicable, the name of the Employee being replaced on a temporary basis.
 - (v) The term of temporary employment may be extended only by mutual agreement in writing between the Employer and the Union. A Temporary Employee may work either full-time or part-time hours.
- 2.04 "Basic rate of pay" shall mean the applicable rate in the pay range of the Employee's classification as set out in the Salary Schedule, exclusive of any premium payments or allowances.
- 2.05 The masculine shall include the feminine and the singular shall include the plural and vice versa.

- 2.06 "Shift" means the scheduled hours of work exclusive of overtime hours:
- (a) "Day Shift" – the majority of scheduled hours fall within the period of 0800 to 1600 hours;
 - (b) "Afternoon Shift" – the majority of scheduled hours fall within the period of 1600 hours to 2400 hours;
 - (c) "Night Shift" – the majority of scheduled hours fall within the period of 2400 hours to 0800 hours.
- 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 falls.
- 2.08 "Cycle of the Shift Schedule" shall be defined as that period of time which is required for a shift schedule to repeat itself or six (6) weeks, whichever is lesser.
- 2.09 A "Grievance" shall mean any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.
- 2.10 Seniority is defined as the length of continuous employment with the Employer as determined by the latest date of hire within the Bargaining Unit. Seniority shall not apply during the probation period, however, once the probation period has been completed, seniority shall be credited from the latest date of hire within the Bargaining Unit subject to Article 35. Should a dispute arise regarding an Employee's seniority date, the Employer will provide the Employee and/or the Union with the information necessary to establish the accurate seniority date.
- 2.11 "Vacation" shall mean annual vacation with pay.
- 2.12 "Weekend" shall mean Saturday and Sunday.
- 2.13 Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time Employees.

ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT

- 3.01 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the parties and signed by both parties at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement.

ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board issued pursuant to the Labour Relations Code. The Employer recognizes the Union as exclusive bargaining agent for all Employees within the classifications listed in the Collective Agreement.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement with the Employer which may be in conflict with the terms of this Collective Agreement.

4.03 Correspondence

All correspondence between the parties arising out of this Collective Agreement shall pass to and from the Senior Administrator or Designate and the President of the Local or their Designate.

4.04 Directive

Copies of all directives issued by the Senior Administrator or Designate that apply to the members of this Union shall be forwarded to the Union and communicated to the Employees.

4.05 Employees whose jobs are not in the Bargaining Unit shall not work on any job which is included in the Bargaining Unit, except for purposes of instruction, in an emergency and provided that the act of performing the work does not reduce the hours of work or pay of any Employee.

4.06 The Employer recognizes that the Local Union may have the assistance of a CUPE National or Regional Representative or a Council of Hospital Unions Representative during communications with the Employer and in exercising rights as outlined in this Collective Agreement.

4.07 The Employer agrees to recognize duly appointed or elected Officers of the Local Union to deal with matters affecting Employees whom they represent in the Hospital.

4.08 The Union shall supply the Employer with a list of all Officers and shall notify the Employer immediately, in writing, of any changes.

4.09 A Representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement. Attendance at the presentation shall not be compulsory. A representative of the Employer may be present at such presentation.

ARTICLE 5: UNION MEMBERSHIP, SECURITY AND CHECK-OFF

5.01 Membership in the Union shall be voluntary on the part of each Employee. All Employees covered by this Collective Agreement who are members of the Union at the time of signing of this Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain their membership in the Union during the life of this Collective Agreement.

5.02 (a) The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect with the Employer. In all instances such deductions shall be forwarded to the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each Employee's name and the amount deducted from each Employee.

- (b) A monthly statement shall be forwarded to the Union showing the following information for each Employee:
 - (i) name;
 - (ii) date of hire;
 - (iii) date of termination, if the Employee has terminated their employment with the Employer since the issuance of the last monthly statement
 - (iv) current Full-time equivalent (FTE);
 - (v) classification; and
 - (vi) status (Regular Full-time, Regular Part-time, Casual or Temporary.)

5.03 The Employer shall note the individual union dues deducted and enter the amount on T-4 slips issued for income tax purposes.

5.04 On a quarterly basis, the Employer will provide the Union with a list of Employees covered by the Collective Agreement and their last known address **and phone numbers. This list will be provided electronically where possible.**

ARTICLE 6: MANAGEMENT RIGHTS

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

ARTICLE 7: DISCRIMINATION

7.01 There shall be no discrimination, restrictions or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, creed, national origin, political or religious belief, sex, sexual preference, marital status, nor by reason of membership or non-membership or activity in the Union, or because of their connection with trade union organizations nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

7.02 There shall be no discrimination exercised or practiced by either party due to a physical or mental disability. This shall not prevent the Employer from establishing essential job qualifications.

ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY

8.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer

- agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 A hospital Occupational Health and Safety Committee shall be established and the Union shall have the right to designate two (2) members and alternates of the bargaining unit as members of this Committee. This Committee may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.
- 8.03 The basic rate of pay shall be paid to such Employee for time spent in attendance at a meeting of this Committee.
- 8.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.
- 8.05 The Chairperson of the Committee shall be determined in accordance with its terms of reference.
- 8.06 The Employer shall cooperate with the Committee by providing:
- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
 - (b) data pertaining to workplace health and safety conditions;
 - (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the work site.
- 8.07 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
 - (b) in the development and promotion of measures to protect the safety and health of Employees in the Hospital and to check the effectiveness of such measures.
- 8.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety and security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps not taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Governing Board. The Board shall reply in writing to the Committee within thirty (30) days of the presentation by the Committee.
- 8.09 An Employee's rights shall be respected in accordance with The Occupational Health and Safety Act.
- 8.10 The Employer shall not unreasonably deny committee members access to the

workplace to conduct safety inspections, including monitoring.

ARTICLE 9: JOB CLASSIFICATION

- 9.01 (a) The Employer and the Union mutually agree the classifications listed in the Salary Schedule in this Collective Agreement shall remain in force and effect throughout the life of this Agreement.
- (b) The Employer shall provide the Union with copies of all job descriptions including qualifications and classifications of the positions.

9.02 New Classifications

- (a) In the event the Employer creates a new classification which falls within the scope of the Bargaining Unit in accordance with Clause 4.01 of this Agreement, the Employer shall have the right to establish a rate of pay for such classification and to fill any positions within such classification in accordance with Article 33. Within seven (7) calendar days from the creation of such classification, the Employer will:
- (i) notify the Union in writing of the creation of the classification and the rate of pay.
 - (ii) provide classification specifications for the new classification to the Union.
- (b) In the event that the basic rate of pay for the new classification established by the Employer is not acceptable, the Union shall, within thirty (30) calendar days from the date they received notification of the basic rate of pay for the new classification, notify the Employer that they wish to negotiate the basic rate of pay for the new classification.
- (c) The Employer and the Union shall meet to negotiate the basic rate of pay for the new classification.
- (d) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received the basic rate of pay for the new classification, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of basic rate of pay for the new classification to Arbitration in accordance with Clause 12.02, Step IV - Arbitration. The time limits outlined in Clause 9.02 (d) may be extended by mutual agreement.
- (e) Any adjustments resulting from the creation of the classification shall become effective from the date the Employer notified the Union of the creation of the classification.

9.03 Change to Existing Classifications

- (a) If changes have the effect of significantly altering the core functions of an existing classification listed in the Salary Schedule the amended job

description and classification specifications shall be provided to the Union. The Union may, within thirty (30) calendar days from the date they received written notification of the change, notify the Employer that they wish to negotiate the basic rate of pay for that classification.

- (b) If the Union is notified of the change within the four (4) month period prior to the expiration date of the Collective Agreement, negotiation and resolution of the basic rate of pay shall occur during the negotiation of the next Collective Agreement between the parties.
- (c) If the Union is notified of the change before the four (4) month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:
 - (i) the Employer and the Union shall meet to negotiate the basic rate of pay for the classification for which the job description has been changed;
 - (ii) if a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the Union received notification of the change, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of the basic rate of pay for the classification, to Arbitration in accordance with Clause 12.02, Step IV - Arbitration. The time limits outlined in Clause 9.03 (c) (ii) may be extended by mutual agreement.
- (d) Any adjustments resulting from the change to an existing classification shall become effective from the date the Employer notified the Union of the change to classification.

9.04 Change in Job Content

- (a) Any Employee who considers their position should be reclassified due to a significant change in job content shall have the privilege of appeal.
- (b) An appeal must be submitted in writing outlining reasons for the appeal in detail. The appeal must be submitted to Human Resources for job analysis and evaluation. A copy of all appeals shall be sent to the President of the Union. All appeals shall be reviewed within three (3) months of the date they were submitted. The results of the evaluation review shall be communicated to the affected Employee(s) and the Union in writing. Any adjustments resulting from a review of the classification shall become effective on the date the appeal was originally submitted. The decision may be subject to the Grievance Procedure and Arbitration.

9.05 Classification Adjustment

In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee, to a classification with a lower basic rate of pay, such Employee, while employed in such position, shall remain on the

pay range of the former classification and continue to accumulate entitlement salary increments within the pay range for a period of twenty four (24) months from the date of reclassification. After the expiry of the twenty four (24) month period the Employee shall not have their Basic Rate of Pay altered until such time as the Basic Rate of Pay in the lower paid classification is equal to or greater than the Employee's Basic Rate of Pay in effect at the expiry of the twenty four (24) month period.

- 9.06 In the event that the Union does not comply with the time limits established in Clause 9.02, the basic rate of pay established by the Employer for the new job classification shall prevail.
- 9.07 In the event that the Union does not comply with the time limits established in Clause 9.03, the basic rate of pay for the classification for which the core functions have changed shall prevail.
- 9.08 An Arbitration Board established in accordance with Clauses 9.02, 9.03 and 9.04 shall have the authority to deal with the establishment of the basic rate of pay for the matter that has been referred to the Arbitration Board.

ARTICLE 10: BULLETIN BOARDS

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

ARTICLE 11: SHOP STEWARDS

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

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.

12.02 Steps in the Grievance Procedure

(a) **Step I**

An Employee who believes that they have a problem arising out of the interpretation, application, administration or alleged violation of this Collective Agreement shall first discuss the matter with their immediate supervisor within ten (10) days of the date they first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an Employee normally receives their work assignments. The Employee shall have the right to be accompanied by a Shop Steward or Local Union Officer while discussing the matter with the immediate supervisor. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The immediate supervisor shall advise the Employee of the decision within ten (10) days of the date when the matter was first discussed. In the event that it is not resolved satisfactorily within ten (10) days of its being discussed with the immediate supervisor, it will be advanced in accordance with the following steps.

(b) **Step II**

If the grievance is not resolved under Step I above, the grievance shall, within ten (10) days of the decision of the immediate supervisor, be forwarded in writing by the Union and the Employee concerned, to Human Resources, specifying the nature of the grievance and the redress sought. Human Resources shall forward the grievance to the appropriate Manager who will render a decision in writing to the Union within ten (10) days of the receipt of the grievance by Human Resources.

(c) **Step III**

If the grievance is not settled under Step II above, the Union shall, submit the grievance in writing to the Senior Administrator or Designate, within ten (10) days of receipt of the decision of the Employer under Step II, and the Senior Administrator shall render a decision to the Union in writing within ten (10) days.

(d) **Step IV – Arbitration**

If the grievance is not settled under Step III above, the Union shall within twenty (20) days of receiving the decision of the Senior Administrator or Designate, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within twenty (20) days, appoint a third person who shall be the Chairperson of the Arbitration Board.

(i) If the two (2) members fail to appoint a third person within the time limits, the Minister of Labour shall appoint a third member who

shall be Chairperson of the Arbitration Board.

- (ii) 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.
- (iii) 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.
- (iv) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- (v) If the Arbitration Board determines that an Employee has been discharged or otherwise disciplined by the 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 Arbitration Board may substitute some other penalty for the discharge or discipline that to the Arbitration Board seems just and reasonable in all the circumstances.

12.03 Grievance Definitions

(a) Group Grievances

In the event that the difference affects two (2) or more Employees the grievances may be grouped upon agreement of both parties and dealt with as a single grievance commencing at Step II. The timelines outlined in this Article shall apply.

(b) Policy Grievance

- (i) Where a dispute involving the question of general application or interpretation occurs the Union may initiate a policy grievance within ten (10) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
- (ii) A policy grievance involving only one (1) department may be submitted at Step II. A policy grievance involving more than one (1) department may be submitted at Step III.

12.04 Complaints

If an Employee has a complaint as opposed to a grievance, they may take the matter up under this procedure but the complaint shall not be processed beyond Step III and the decision of the Senior Administrator or their Designate shall be binding.

12.05 Settling of Disputes and Grievances

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

12.06 Suspension and Dismissal

In the event an Employee alleges dismissal or suspension without just cause, the

Employee may commence the grievance at Step II, within ten (10) days of the occurrence.

- 12.07 Throughout this Article, the reference to “days” shall not include Saturdays, Sundays, or Named Holidays.
- 12.08 The time limits specified throughout the steps of the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- 12.09 Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance shall be considered conceded and shall be abandoned. Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limits.

12.10 Replies in Writing

Replies to grievances shall be in writing at all stages except Step I.

12.11 Facilities for Grievances

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

12.12 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

- 12.13 Grievances affecting departments other than the Employee’s department (i.e. transfers and promotions), will be commenced with Human Resources.
- 12.14 In the event that any Management officers as named in the grievance steps are one and the same, the subsequent step will be deemed to have been complied with.
- 12.15 The Employer and the Union may mutually agree to the use of a single Arbitrator instead of an Arbitration Board as provided in Clause 12.02. If the parties are unable to agree upon the choice of a person to act as a single Arbitrator, application shall be made to the Minister of Labour to appoint a single Arbitrator.

ARTICLE 13: PROBATION PERIOD

- 13.01 An Employee shall serve a probationary period of five hundred and three point seven five (503.75) hours worked for each period of continuous employment not interrupted by termination or dismissal. In the case of Part-time, Temporary, or Casual Employees upon completion of six (6) calendar months of employment and who have not completed five hundred and three point seven five (503.75) hours, their probationary period shall be deemed to have been completed. If such Employee is found to be unsatisfactory during the probation period, they may be terminated at any time during that period without notice or pay in lieu thereof, and such termination shall not be subject to grievance.
- 13.02 ~~If a probationary Employee is transferred to another classification they will be required to complete a new probationary period commencing on the date of transfer.~~ **During the probationary period an Employee will be restricted from transferring outside the department until they have completed the probationary period.**

- 13.03 The probation period may be extended upon mutual agreement between the Employer and the Union for a period up to an additional five hundred and three point seven five (503.75) hours worked.
- 13.04 Employees shall be kept advised of their progress during the probation period.
- 13.05 A probationary Employee who is absent for any reason on a scheduled work day may have their probation period extended by the number of working days equal to the number of working days absent. If a probationary Employee is transferred to another classification they may be required to complete a new probation period commencing on the date of transfer.

ARTICLE 14: SALARIES

- 14.01 The basic rates of pay for each classification shall be expressed in hourly terms in the Salary Schedule which is attached to and forms a part of this Collective Agreement, and shall be effective from and after the dates specified.
- 14.02 Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salary Schedule upon completion of two thousand twenty - two point seven - five (2,022.75) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred thirteen point five (1,813.5) hours worked at each subsequent Pay Step in the pay range.
- 14.03 Upon verification of a new Employee having job specific and relevant experience within the preceding twelve (12) months, the Employee's starting salary maybe adjusted one (1) salary increment for each full year of experience, up to the top increment of the pay range.
- 14.04 (a) When an Employee achieves a position in a classification within the Salary Schedule, with the same end rate as their present classification, such Employee shall move to the Pay Step which is equal to their present basic rate of pay, or if there is no such Pay Step, they shall move to the Pay Step that has a basic rate of pay that is next higher to their present basic rate of pay.
- (b) When an Employee achieves a position in a classification within the Salary Schedule having a higher end rate than their present classification, the salary of such Employee shall be advanced to the same step in the new pay range. Where the same Step in the new pay range is less than or equal to the Employee's current rate of pay, they shall advance to the next Step in the new pay range that provides an increase.
- (c) When an Employee achieves a position in a classification within the Salary Schedule having a lower end rate than their present classification, they shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in their present basic rate of pay.
- (d) When an Employee achieves a position in a classification in accordance with (a), (b) or (c) the hours worked since their last increment shall be credited towards their next increment in the new position.
- 14.05 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is

necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

- 14.06 The Employer may designate an Employee to assume temporary responsibilities of Lead Hand. Employees so designated shall receive in addition to their regular earnings a premium of ~~seventy cents (\$.70)~~ **one dollar and twenty five cents (\$1.25)** per hour worked for the duration of their temporary appointment. In addition to their normal duties, a Lead Hand shall be responsible for coordinating the efforts of other Employees assigned to work with them to ensure the work is completed satisfactorily.

ARTICLE 15: PAYDAYS

- 15.01 Employees shall be paid no less frequently than bi-weekly, through a direct bank deposit to the Employee's designated bank account. Employees will receive a bi-weekly statement of earnings and deductions, where possible, on the day prior to payday. No new system will be initiated without prior consultation with the Union.

- ~~15.02 In the event that the Employer changes the payment system in effect, causing Employees to receive pay in a new form (e.g. cheque receipt to direct bank deposit), Employees employed on the effective date of the change may continue to receive payments in the current form provided that they make such request to the Employer in writing.~~

ARTICLE 16: HOURS OF WORK

- 16.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.

- 16.02 Work schedules shall be established by the Employer and shall be posted in each department, twenty-eight (28) calendar days in advance. They shall show the days scheduled to be worked, the shifts to be worked on those days, and the days scheduled to be off duty.

- (a) When a change is made in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days notice, the Regular Employee shall be paid at ~~one and one-half times (1 ½X)~~ **two times (2X)** the basic rate of pay for all hours worked on the first (1st) shift of the changed schedule, ***unless requested by the Employee and agreed to by the Employer.***
- (b) Where mutually agreed between the Employer and the Employee, a change to ~~off-duty days~~ **shift schedule** may be made without seven (7) calendar days notice and the overtime premium will be waived.

- 16.03 (a) When time is converted to Mountain Standard Time in accordance with the Daylight Savings Time Act regular hours of work shall be extended to include the additional hour and the Employee shall be paid at the overtime rate for that hour.
- (b) When time is converted to Day Light Savings Time in accordance with the Day Light Savings Time Act the regular hours of work for the night shift shall be shortened by one (1) hour and the Employee shall have their regular pay for that shift reduced by one (1) hour.
- 16.04 If an Employee reports for work as scheduled but is sent home by the Employer without having commenced working, the Employee shall be paid three (3) hours pay at the basic rate of pay. If under similar circumstances, the Employee actually commences working, the Employee shall be paid four (4) hours pay at the basic rate of pay, or for the hours actually worked, whichever is greater.

16.05 Regular Full-time Employees

- (a) Normal hours of work, exclusive of meal periods, for Regular Full-time Employees other than Power Engineers referenced in Clause 16.05 (b), shall be:
- (i) seven and three-quarter ($7 \frac{3}{4}$) work hours per day; and
 - (ii) seventy-seven and one-half ($77 \frac{1}{2}$) work hours in a fourteen (14) calendar day period.
- (b) Normal hours of work for Regular Full-time Power Engineers who are scheduled to work a regular eight (8) hour shift, shall be:
- (i) eight (8) hours per day; and
 - (ii) eighty (80) hours in a fourteen (14) calendar day period.
- (c) Regular Full-time Employees who are scheduled to rotate shifts (days, afternoons and nights; or days and afternoons; or days and nights) shall be assigned not less than one-third ($1/3$) day shifts during a shift cycle; unless otherwise mutually agreed between the Employer and the Union. The Employer shall consider a request by Employee(s) to work permanent afternoons and/or night shifts.
- (d) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for Regular Full-time Employees shall provide for:
- (i) not more than two (2) different starting times between scheduled days off (i.e., days to nights, afternoons to days, etc.);
 - (ii) days off to be consecutive;
 - (iii) not more than six (6) consecutive days of work without receiving their days off or not more than seven (7) consecutive days of work

without receiving their days off by mutual agreement between the Employer and the Union;

- (iv) at least fifteen and one-half (15 ½) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full-time Employees who perform the work involved, but not less than one (1) weekend off in three (3).
- (e) All Regular Full-time Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement between the Employee and the Employer. Power Engineers referenced in Clause 16.05(b) may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Boilers and Pressure Vessels Act.
- (f) Regular hours of work shall exclude an unpaid meal break as scheduled by the Employer of not less than one-half (½) hour and not more than one (1) hour.

16.06 Regular Part-time Employees

- (a) Hours of work for Regular Part-time Employees other than Power Engineers referenced in Clause 16.06(b) shall be:
- (i) up to seven and three-quarter (7 ¾) hours in any one (1) day, exclusive of meal periods;
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed ten (10) work days in a fourteen (14) calendar day period.
 - (iii) A Regular Part-time Employee will work a minimum of three (3) hours per shift.
 - (iv) up to seventy-seven and one-half hours (77 ½) in fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule.
- (b) Hours of work for Regular Part-time Power Engineers may be:
- (i) up to eight (8) hours in any one (1) day; and
 - (ii) scheduled to work in a manner where the ratio of work days to days off does not exceed ten (10) work days in a fourteen (14) calendar day period.

- (c) Regular Part-time Employees who are scheduled to rotate shifts (days, afternoons and nights; or days and afternoons; or day and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed between the Employer and the Union. The Employer shall consider a request by an Employee(s) to work permanent afternoons and/or night shifts.
- (d) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for Regular Part-time Employees shall provide for:
 - (i) not more than two (2) different starting times between days off (i.e., days to nights, afternoons to days, etc.);
 - (ii) at least two (2) consecutive days off per week, averaged over the work cycle of not more than fourteen (14) calendar days;
 - (iii) not more than six (6) consecutive days of work without receiving their days off or not more than seven (7) consecutive days of work without receiving their days off by mutual agreement between the Employer and the Union;
 - (iv) at least fifteen and one-half (15 ½) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) excepting Part-time Employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Part-time Employees who perform the work involved, but not less than one (1) weekend off in three (3).
- (e)
 - (i) All Regular Part-time Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer. Power Engineers referenced in Clause 16.06(b) may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the Boilers and Pressure Vessels Act.
 - (ii) Regular hours of work shall exclude an unpaid meal break of not less than one-half (½) hour for shifts worked greater than four (4) hours.
- (f) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available Regular Part-time Employees who have requested additional hours of work. Notwithstanding the foregoing, where mutually

agreed between the Employer and the Employee, the Employer shall endeavor to offer a Part-time Employee the opportunity of working additional available hours up to seven and three-quarter ($7\frac{3}{4}$) hours per day or ~~thirty-eight (38)~~ **thirty eight point seven five (38.75)** hours per week which would otherwise require the use of Casual Employees.

- (g) The basic rate of pay will prevail for additional hours of work assigned to a Regular Part-time Employee beyond their scheduled hours provided:
 - (i) the Employee accepts the assignment;
 - (ii) the hours worked do not exceed seven and three-quarter ($7\frac{3}{4}$) hours per day;
 - (iii) the hours worked do not exceed seventy-seven and one-half ($77\frac{1}{2}$) hours over a period of fourteen (14) calendar days;
 - (iv) the Regular Part-time Employee does not work in excess of six (6) consecutive days without days off, or not more than seven (7) consecutive days of work without receiving their days off by mutual agreement between the Employer and the Union;
 - (v) the Regular Part-time Employee does not work in excess of ten (10) days in fourteen (14) calendar days;
 - (vi) if the hours worked would constitute a split shift, the call-back provisions of Article 19 will apply.
- (h) When a Regular Part-time Employee accepts additional hours as per the preceding conditions their schedule shall not be considered to have been changed and therefore Clause 16.02 does not apply.

- 16.07
 - (a) Modified hours of work may be implemented where mutually agreed between the Employer and the Union. In this event, they shall agree to and sign an Addendum to that effect.
 - (b) Employees who are not normally assigned to work on a compressed work week schedule, and who relieve for Employees who are engaged in the compressed work week, shall be subject to the terms of this Addendum during such casual assignment.

16.08 Employees may exchange shifts amongst themselves provided that:

- (a) the exchange is agreed to in writing between the affected Employees; and
- (b) prior approval of such an exchange has been given by the Employees' immediate supervisor.

Such exchange shall be recorded on the shift schedule for payroll recording and will not be deemed a violation of the scheduling provisions of this Article, nor shall it result in any extra cost for the Employer.

ARTICLE 17: OVERTIME

17.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 $\frac{3}{4}$) hours per day shall be paid at the rate of two times (2X) the basic rate of pay.

For Power Engineers who are scheduled to work the normal hours of eight (8) hours per day, all authorized overtime worked in excess of and in conjunction with eight (8) hours per day shall be paid at the rate of two times (2X) the basic rate of pay.

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

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

17.04 (a) Time off in lieu of overtime and/or call back pay may be given if elected by the Employee and approved by the Employer. The compensating time off shall be at the applicable overtime rate.

(b) Time off not taken by March 31 in any given year shall be paid out.

17.05 Full-Time Employees

Overtime shall be shared as equally as possible amongst Full-Time Employees who perform the work involved.

17.06 Full-Time Employees required to work by the Employer on their scheduled days off shall be paid two times (2X) the basic rate for hours worked on each such day.

17.07 A Full-Time Employee may request time off in lieu of overtime worked to be taken in conjunction with their annual vacation by mutual agreement.

17.08 Part-Time Employees

(a) Overtime shall be shared as equally as possible amongst Part-Time Employees who perform the work involved.

(b) The overtime rate of two times (2X) shall be paid for all hours of work authorized by the Employer and worked by the Employee on days in excess of work ratio referred to in 16.06(a)(ii). **of seven point seven five (7.75) hours per day or more than ten (10) days in a fourteen (14) calendar day period.**

17.09 An Employee who is required to perform overtime following and in conjunction with their regular shift of a duration greater than two (2) hours shall be allowed a one-half ($\frac{1}{2}$) hour lunch break and will be reimbursed for the meal purchased by

the Employee of up to ~~three dollars and fifty cents (\$3.50)~~ **five dollars (\$5.00)**. If an Employee is required to work an additional four (4) hours overtime an additional one-half (½) hour lunch break shall be supplied and the Employee will be reimbursed for the meal purchased by them of up to ~~three dollars and fifty cents (\$3.50)~~ **five dollars (\$5.00)**.

17.10 The time of taking the lunch break will be decided by the supervisor in charge and may be varied due to the nature of the work being performed.

~~17.11 Where the Employer does not provide a meal as required above, due to the Cafeteria being closed, a ticket redeemable as a meal allowance will be issued; if the Employee so desires, a cash equivalent will be added to their gross earnings for that pay period.~~

17.11 The Employer shall not be expected to pay for the lunch period.

ARTICLE 18: ON-CALL

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

18.02 For each assigned hour of authorized On-Call duty, a Regular or Temporary Employee shall be paid:

(a) on regularly scheduled days of work, the sum of ~~one dollar and twenty-five cents (\$1.25)~~ **three dollars (\$3.00)** per hour; and

(b) on scheduled days off and Named Holidays, the sum of ~~one dollar and fifty cents (\$1.50)~~ **four dollars and twenty five cents (\$4.25)** per hour. A Named Holiday or scheduled day off shall run from zero one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

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

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

ARTICLE 19: CALL-BACK

19.01 A Regular Employee who is called back to work during the On-Call period shall not be paid for those hours worked during the On-Call period in accordance with Article 18, but shall be paid for the hours worked during the On-Call period in accordance with the Call-Back provisions of Article 19.

19.02 Regular Full-time Employees

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

- (a) the overtime rate as specified in Article 17; or
- (b) four (4) hours at the basic rate of pay; whichever is greater.

19.03 Regular Part-time Employees

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

- (a) the overtime rate as specified in Article 17; or
- (b) four (4) hours at the basic rate of pay; whichever is greater.

19.04 An Employee who is called back to the Hospital shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be ~~at the rate of thirty five cents (\$0.35)~~ **in accordance with the Caritas Travel Policy rate** per kilometer from the Employee's residence to the Hospital and return. A Regular Part-time Employee will not be paid transportation allowance when reporting for additional hours of work pursuant to Clauses 16.06 (g) and 16.06 (h).

ARTICLE 20: PYRAMIDING

20.01 Where two (2) or more of the following premiums apply the Employee shall be paid only one (1) of the premiums, that being the greatest of the applicable premiums.

- (a) Overtime in accordance with the provisions in Article 17;
- (b) Call-Back;
- (c) On-Call;
- (d) Named Holidays;
- (e) Scheduling premiums in accordance with Clause 16.02 (a) and 16.06 (g).

ARTICLE 21: SHIFT PREMIUM

21.01 A shift premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid to an Employee working a shift whereby the major portion of hours worked are between fifteen hundred (1500) hours and zero-seven hundred (0700) hours.

21.02 The specified shift premium shall be paid in addition to the overtime rate, for overtime worked in conjunction with a regular shift of seven and three-quarter ($7\frac{3}{4}$) hours provided at least four (4) hours of the overtime worked occurs between 1500 hours and 0700 hours.

21.03 Effective January 1, 2009

Evening shift differential:

A shift premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
- (d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700) hours, no shift differential will be paid.

21.04 Effective January 1, 2009

Night Shift differential

A shift differential of three dollars (\$3.00) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- (c) to Employees for all overtime hours worked which fall within the period between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

ARTICLE 22: WEEKEND PREMIUM

22.01 (a) A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid, in addition to the shift premium, if applicable, to an Employee working a shift where by the major portion of hours worked are within the sixty four (64) hour period commencing on fifteen hundred (1500) hours on a Friday.

22.02 Effective January 1, 2009

A weekend premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or**
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within the sixty-four (64) period commencing at fifteen hundred (1500) hours on a Friday;**
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;**
- (d) Notwithstanding (b) above, for Employees working a shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700) hours on a Friday, no weekend premium will be paid for hours worked on the Friday.**

22.03 All premiums and differentials payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

22.04 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 23: TRANSPORTATION ALLOWANCE

23.01 An Employee required to use their private automobile on Hospital business shall be reimbursed ~~at the rate of thirty-five cents (\$.35)~~ **in accordance with the Caritas Travel Policy rate** per kilometer.

23.02 An Employee who normally travels from the Hospital to the Employee's place of residence by means of public transportation following the completion of the Employee's duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available shall be reimbursed for the cost of reasonable,

necessary and substantiated transportation expense from the Hospital to the Employee's place of residence.

23.03 Where an Employee who normally travels from the Hospital to the Employee's place of residence by means of public transportation following the completion of the Employee's duty shift is required to change shifts at the instigation of the Employer and such change results in the Employee's scheduled quitting time occurring at an hour during which normal public transportation is not available, the Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Hospital to the Employee's place of residence.

23.04 **Regular Full-time Employees**

A Regular Full-time Employee who is called back to the Hospital shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Regular Full-time Employee travels for such purpose by private automobile, reimbursement shall be ~~at the rate of thirty-five cents (\$.35)~~ **in accordance with the Caritas Travel Policy rate** per kilometer from the Regular Full-time Employee's residence to the Institution and return.

23.05 Regular Part-time Employees

A Regular Part-time Employee who has completed their shift and is called back and required to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Regular Part-time Employee travels for such purpose by private automobile, reimbursement shall be ~~at the rate of thirty-five cents (\$.35)~~ **in accordance with the Caritas Travel Policy rate** per kilometer from the Regular Part-time Employee's residence to the Hospital and return. Such allowance will not be paid when reporting for additional hours of work pursuant to Clauses 16.06(g) and 16.06(h).

ARTICLE 24: ANNUAL VACATION

- ~~24.01 (a) Regular Employees shall be granted the vacation period preferred by them at such time as may be mutually agreed upon by the Employer and the Regular Employee. Preference as to choice of vacation dates shall be determined by the Regular Employee's seniority.~~
- ~~(b) A Regular Employee promoted or transferred from one department to another shall not exercise their seniority for the purpose of vacation choice during the first (1st) vacation year of employment in the department.~~
- ~~(c) A Regular Employee shall be entitled to an unbroken period of vacation equal to their entire vacation entitlement unless otherwise mutually agreed between the Employer and the Regular Employee.~~
- ~~(d) A Regular Employee who chooses to take their vacation in broken periods shall be allowed to exercise their preference as to choice of vacation dates for only one (1) vacation period which falls in whole or in part during the period June 1 to August 31 inclusive, except where such vacation periods are not requested by other Regular Employees.~~

- ~~24.02 No Regular Employee may continue to work and draw vacation pay in lieu of taking their vacation.~~
- ~~24.03 Vacation earned in one (1) employment year shall be taken within the following vacation year and may not be divided into more than two (2) periods, except with the approval of the Employer. If a Regular Employee makes a request to divide their vacation into more than two (2) periods, such request shall be considered by the Employer.~~
- ~~24.04 There shall be no carryover of vacation from one (1) vacation year to the next, nor shall vacation from one (1) vacation year be taken consecutively with vacation in the ensuing vacation year, except with the approval of the Employer.~~
- ~~24.05 Should a Regular Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of their vacation, she shall be considered to be on sick leave for the period of the stay in hospital, and subsequent period of recovery, subject to the provisions of Article 26 (Sick Leave). Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.~~
- ~~24.06 Upon written request of not less than four (4) weeks prior to the commencement of a vacation period, a Regular Full-time Employee shall be paid vacation pay at the current rate in the Collective Agreement, at least one (1) day and not more than two (2) weeks before the commencement of the Employee's annual vacation.~~
- ~~24.07 An Employee leaving the service of the Employer at any time before they have exhausted the vacation credit to which they are entitled, shall receive a proportionate payment of salary in lieu of such earned vacation.~~

~~24.08 **Vacation Entitlement**~~

~~(a) **Full-Time Employees**~~

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

- ~~(i) during the first (1st) to third (3rd) years of such employment an Employee earns a vacation of fifteen (15) working days; or~~
- ~~(ii) during the fourth (4th) to fourteenth (14th) years of such employment an Employee earns a vacation of twenty (20) working days; or~~
- ~~(iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment an Employee earns a vacation of twenty-five (25) working days; or~~

~~(iv) during the twenty-fifth (25th) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.~~

~~**(b) Part-Time Employees**~~

~~During each year of continuous service in the employ of the Employer, Regular Part-time Employees shall earn entitlement to vacation time off to be taken in the next following vacation year and such entitlement is governed by the total length of such service as outlined below. Vacation time off commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave. A Regular Part-time Employee shall receive vacation pay in accordance with Clause 24.09:~~

~~(i) during the first (1st) to third (3rd) years of such employment an Employee earns a vacation time of twenty-one (21) calendar days; or~~

~~(ii) during the fourth (4th) to fourteenth (14th) years of such employment an Employee earns a vacation time of twenty-eight (28) calendar days; or~~

~~(iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment an Employee earns a vacation time of thirty-five (35) calendar days; or~~

~~(iv) during the twenty-fifth (25th) and subsequent years of such employment an Employee earns a vacation time of forty-two (42) calendar days.~~

~~**(c) Cessation of Vacation Accrual**~~

~~There shall be no accrual of vacation entitlements during:~~

~~(i) layoff; or~~

~~(ii) a leave of absence without pay which is in excess of thirty (30) calendar days; or~~

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

~~24.09 Vacation pay to be paid to a Regular Part-time Employee, at least one (1) day and not more than two (2) weeks before the commencement of the Employee's annual vacation, shall be in accordance with the following formula: the hours worked as a Regular Employee during the preceding vacation year multiplied by, the basic rate of pay in effect on the date vacation leave commences, multiplied by the applicable rate of:~~

- ~~(a) six percent (6%) during the first (1st) to fourth (4th) continuous years of employment; or~~
- ~~(b) eight percent (8%) during the fifth (5th) to fifteenth (15th) continuous years of employment; or~~
- ~~(c) ten percent (10%) during the sixteenth (16th) to twenty-fifth (25th) continuous years of employment; or~~
- ~~(d) twelve percent (12%) during the twenty-sixth (26th) and subsequent continuous years of employment.~~

~~24.10 Subject to the mutual agreement in writing between the Employer and the Employee, and only upon the Employee's request, a Regular Part-time Employee who is entitled to take greater than twenty-one (21) calendar days of vacation time in a vacation year, may be permitted to waive a portion of their vacation time entitlement which exceeds twenty-one (21) calendar days. In no circumstances, however, shall the Employer permit such Employee to take less than twenty-one (21) calendar days of vacation time.~~

~~24.11 Only those hours of work paid at the basic rate of pay and on a named holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized for the purposes of determining vacation pay.~~

24.01 The anniversary date for calculating an Employee's vacation entitlement shall be the Employee's most recent date of hire with the Hospital.

24.02 An Employee will not normally be allowed to have more than five (5) days above their current annual entitlement to carry over to the next vacation year. Exceptions to this will require the written approval of the Manager.

24.03 Subject to the provisions of Clause 24.06 below, a Full-time Employee shall be entitled to vacation with pay at the Employee's basic rate as follows:

- (a) during each of the first (1st) and second (2nd) years of continuous service, an Employee shall earn vacation at a rate of fifteen (15) working days per year (116.25 hours);**
- (b) during each of third (3rd) to ninth (9th) years of continuous service, an Employee shall earn vacation at a rate of twenty (20) working days per year (155 hours);**
- (c) during each of tenth (10th) to nineteenth (19th) years of continuous service, an Employee shall earn vacation at a rate of twenty-five (25) working days per year (193.75 hours);**
- (d) during the twentieth (20th) and subsequent years of continuous service, an Employee shall earn vacation at a rate of thirty (30) working days per year (232.5 hours).**

Supplementary Vacation:

- (e) Effective April 1, 2009 upon having reached twenty five (25) years on continuous employment, an employee shall earn a one-time additional thirty eight point seven five (38.75) hours of supplementary vacation. Subject to clause 24.06, the supplementary vacation may be taken at the Employee's option at any subsequent time, with Employer approval.

24.04 Regular Part-time Employees shall be entitled to receive time off for vacation purposes based on the number of years of continuous employment as outlined below and shall receive vacation pay in accordance with clause 24.05:

- (a) during each of the first (1st) and second (2nd) years of continuous service, twenty-one (21) calendar days;
- (b) during each of the third (3rd) to the ninth (9th) years of continuous service, twenty-eight (28) calendar days;
- (c) during each of tenth (10th) to nineteenth (19th) years of continuous service, thirty-five (35) calendar days; and
- (d) during the twentieth (20th) and each subsequent years of continuous service, forty-two (42) calendar days.

24.05 (a) Regular Part-time Employees shall earn vacation pay as follows:

- (i) during each of the first (1st) and second (2nd) years of continuous service, the Employee shall earn vacation pay at a rate of six percent (6%) of their regular hours worked;
 - (ii) during each of the third (3rd) to ninth (9th) years of continuous service, the Employee shall earn vacation pay at a rate of eight percent (8%) of their regular hours worked;
 - (iii) during each of the tenth (10th) to nineteenth (19th) years of continuous service, the Employee shall earn vacation pay at a rate of ten percent (10%) of their regular hours worked; and
 - (iv) during the twentieth (20th) and each subsequent years of continuous service, the Employee shall earn vacation pay at a rate of twelve percent (12%) of their regular hours worked.
 - (v) Effective April 1, 2009, upon having reached twenty five (25) years of continuous employment, an employee shall earn a one-time additional supplemental vacation pay of two percent (2%) of their regular earnings in the following year.
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled each pay period.

- 24.06** Vacation entitlement shall continue to accrue during all approved paid leaves of absence from the Hospital. Vacation entitlement shall only accrue during the first thirty (30) days where an Employee is:
- (a)** on unpaid leave of absence;
 - (b)** on unpaid sick leave, STD or LTD; or
 - (c)** in receipt of payments from Workers' Compensation

After a total of thirty (30) days have elapsed for the above mentioned reason(s), vacation entitlement shall cease to accrue, but only for the period in excess of thirty (30) days.

- 24.07** The choice of vacation time, unless otherwise mutually agreed between the Employer and the Employee, shall be granted according to seniority in the Bargaining Unit as defined in Article 35. Preference of vacation time based on seniority will only apply to requests received prior to April 1st in any given year. Requests received after that date will be prioritized on the basis of when they are received. The granting of vacation time is subject to the approval of the Employer based upon operational requirements and other relevant factors.

- 24.08** In any given year, an Employee must take at least two (2), one (1) week blocks of time as vacation. This could be combined as a two (2), three (3), or four (4) week vacation, or as two (2) separate vacations of one week in length.

Requests for single days or groups of days less than one (1) week will be considered at the discretion of the Employer.

- 24.09** The vacation request list shall be made available prior to the last day of February. Choice(s) of vacation dates shall be submitted by the Employee prior to March 31st. The Employer shall post the approved vacation schedule no later than April 30th.

- 24.10** Employees who, after April 1st in any year, make vacation requests, shall provide six (6) weeks notice wherever possible. Exceptions to this will be considered at the discretion of the Employer.

- 24.11** Between June 1st and September 1st in any given year, an Employee may only request to take a maximum of one (1), three (3) week block of vacation. Exceptions may be considered by the Employer where such a request is operationally feasible.

- 24.12** If a Named Holiday should occur during an Employee's vacation period an extra day shall be added to the vacation period. At the option of the Employee, and upon mutual agreement, the extra day may be taken on some other day within thirty (30) calendar days after the Employee's vacation period.

- 24.13** Where, during an Employee's vacation, the Employee:

- (a) encounters a bereavement in accordance with Article 31, or
- (b) becomes sick or injured requiring hospitalization, or
- (c) becomes sick or injured, without being hospitalized, for a period in excess of one (1) week and this is substantiated by a medical certificate.

Such an Employee may elect to have these periods considered as being vacation days not taken and they may be rescheduled to and taken at a later date with pay. Instead, the Employee shall be entitled to bereavement leave or sick pay for such periods pursuant to the terms of Articles 26 or 31, as applicable.

24.14 Vacation pay will be payable in advance at the commencement of the Employee's vacation, but only if requested by the Employee to the Department Head, and only if such request is made, in writing, at least two (2) weeks in advance.

24.15 An Employee who terminates employment shall:

- (a) if the Employee gives proper notice according to Clause 34.02, be entitled to vacation pay on a pro-rata basis as determined by the application of Clause 24.03 or 24.04;
- (b) if the Employee does not give proper notice according to Clause 34.02, be entitled to vacation pay as provided in the Employment Standards Code and regulations thereunder, except that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

24.16 No Regular Employee may continue to work and draw vacation pay in lieu of taking their vacation.

ARTICLE 25: NAMED HOLIDAYS

25.01 Regular Full-time Employees shall be entitled to a day off with pay on or for each of the following Named Holidays:

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

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

- (a) the Municipal Government in which the Hospital is located;
- (b) the Province of Alberta;

(c) the Government of Canada.

Provided that the August Civic Holiday shall be considered a Named Holiday only if the Municipality declares it to be so.

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

- (a) a layoff, or
- (b) all forms of leave during which a Regular Employee is not paid; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation Benefits.

25.03 Regular Full-time Employees

Each Regular Full-time Employee will be granted an additional day off with pay at a time mutually agreed upon between the Employer and the Employee. An Employee is only entitled to such Holiday if they are in the employ of the Employer on January 15th of the year in which the Holiday is to be provided. Failing mutual agreement by December 31st of the year, the Employee shall receive payment for such day at their basic rate of pay. Where mutually agreed between the Employer and the Regular Full-time Employee, the Regular Full-time Employee may receive such holiday at a time outside the above time frame.

25.04 A Regular Full-time Employee shall be entitled to a day off with pay on or for a Named Holiday provided they:

- (a) work their scheduled shift immediately prior to and immediately following the Holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer.
- (b) work on the Named Holiday when scheduled or required to do so.
- (c) not be on leave of absence.

25.05 A Regular Full-time Employee scheduled or required to work on any of the Named Holidays shall:

- (a) be paid at one and one-half (1 ½X) times the Employee's basic rate of pay, and
- (b) by mutual agreement, a day added to their next annual vacation at their basic rate of pay, or
- (c) a mutually agreed day off with pay at their basic rate of pay within thirty (30) days of the Holiday. Failing mutual agreement to schedule the time off in lieu, within the thirty (30) calendar days, the Employee shall receive payment for the hours worked at the Employee's basic rate of pay.

25.06 Subject to Clause 25.04 when a Named Holiday falls during a Regular Full-time Employee's annual vacation the Employee shall receive:

- (a) by mutual agreement, a day off with pay at their basic rate of pay added to the Regular Full-time Employee's annual vacation; or
- (b) a mutually agreed day off with pay at their basic rate of pay in conjunction with the Regular Full-time Employee's regular days off within thirty (30)

calendar days of the Regular Full-time Employee's return from annual vacation; or

(c) one (1) day of pay at their basic rate of pay in lieu of the Named Holiday.

25.07 When a Named Holiday falls on a Regular Full-time Employee's regularly scheduled day off, the Employee shall receive:

(a) by mutual agreement a day off with pay at their basic rate of pay added to the Regular Full-time Employee's next annual vacation; or

(b) a mutually agreed day off with pay at their basic rate of pay in conjunction with the Employee's regular days off within thirty (30) calendar days, either before or after the Named Holiday; or

(c) one (1) regular day of pay at their basic rate of pay in lieu of the Named Holiday.

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

25.09 Regular Part-time Employees

(a) A Regular Part-time Employee who works on a Named Holiday shall be paid at the rate of one and one-half times (1 ½X) their basic rate of pay for all hours worked;

(c) Regular Part-time Employees shall be paid, four decimal six percent (4.6%) of their earnings paid at the basic rate of pay and of their vacation pay, in lieu of Named Holiday pay.

ARTICLE 26: SICK LEAVE

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

(b) The Employer recognizes that alcoholism, drug addiction and mental illness are Illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.

26.02 After an Employee has completed their probation period they shall be allowed a credit for sick leave from the date of employment provided however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of their probation period.

(a) **Regular Full-time Employees**

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

(b) **Regular Part-time Employees**

Part-time Employees shall accumulate sick leave credits on the basis of one and one-half (1 ½) days per month, pro-rated on the basis of regularly scheduled hours worked by the Part-time Employee, in relation to the regularly scheduled hours of a Full-time Employee. Such Employee shall not be entitled to apply sick leave credits until the completion of the probationary period.

- 26.03 Sick leave credits shall not accrue during:
- (a) any period of sick leave in excess of thirty (30) calendar days; or
 - (b) a layoff; or
 - (c) a leave of absence without pay which is in excess of thirty (30) calendar days; or
 - (d) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 26.04 If an Employee is required to lose time from work for the purpose of attending a medical, dental or physiotherapy appointment, provided the Employee has received prior authorization from the Employer, and the Employee is unable to schedule such time outside of their work hours, such absence shall be charged against their sick credit accumulation. The Employee may be required to submit satisfactory proof of such appointment.
- 26.05 ~~Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.~~ **When an Employee is required to submit satisfactory proof of illness, non-occupational accident or quarantine, and the Employee has paid a fee for such proof, the full fee shall be reimbursed by the Employer.**
- 26.06 When an Employee has accrued the maximum sick leave credits they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.
- 26.07 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay for the duration of the illness or as provided below. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with seven (7) days notice of readiness to return to work:
- (a) who is capable of performing the duties of their former classification shall be reinstated by the Employer in the same classification which they held immediately prior to their absence;
 - (b) who is not capable of performing the duties of their former classification, but who is capable of performing a job within the Bargaining Unit, shall have a reasonable effort made by the Employer to place the Employee in an available position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
 - (c) After thirty months (30) months from the initial date of illness for an

Employee receiving LTD benefits, or Workers' Compensation benefits for a period of up to thirty-six (36) months, an Employee deemed by the Employer to be incapable of returning to work pursuant to (a) or (b) above, shall be considered to have terminated the employment relationship with the Employer.

- (d) Prior to the termination date as provided for in (c) above, the Employer shall review, with the Union, the status of the Employee. The time lines identified in part (c) above, may be extended by mutual agreement in writing between the Employer and the Union.

26.08 For each occasion of Employee illness which necessitates losing time from work the Employee shall be entitled to sick pay up to a total of any sick credits accrued to them. Sick pay shall be at the Employee's basic rate of pay and all days so paid shall be deducted from the Employer's sick credits accumulation.

26.09 (a) No sick pay payments shall be made with respect to:

- (i) any illness or injury which is incurred once an Employee commences their vacation, except as provided in Clause 24.05;
- (ii) periods during which an Employee is on leave of absence;
- (iii) any illness or injury incurred while the Employee has not yet qualified for sick pay as specified in Clause 26.02 above.

- (b) Sick pay will be payable if an Employee has scheduled vacation dates and becomes ill or injured prior to the date on which the Employee was scheduled to commence vacation and which illness or injury extends into the vacation period scheduled, for the period of time falling within the scheduled vacation period. In this event, the number of days paid for shall, if the Employee so wishes, be considered as vacation days not taken and may be rescheduled for a later date, and taken then with pay.

26.10 Should an Employee experience the recurrence of the illness requiring the Employee to leave work during the first shift following an absence due to illness, such absence shall be considered a continuation of the immediately preceding illness.

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

26.12 The amount of sick leave accrued to an Employee shall appear on every pay stub.

~~26.13 No Employee will be terminated by reason of illness.~~

ARTICLE 27: WORKERS' COMPENSATION

27.01 Workers' Compensation Board (WCB) coverage will be provided by the Employer for an Employee.

- 27.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits except as provided in Clause 27.04 below.
- 27.03 Clause 27.02 above shall not exclude an Employee from sick leave benefits for periods of absence resulting from an accident which is not compensable under the Workers' Compensation Act.
- 27.04 An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net salary for regular hours at the basic rate of pay provided they assign to the Hospital the monies received from the Workers' Compensation Board for the time lost due to the accident. Days on which an Employee is absent on compensation shall not be charged against sick leave credits. The maximum continuous duration for the supplement to the WCB payments shall be twenty-four (24) months.
- 27.05 An Employee who is in receipt of Workers' Compensation benefits for in excess of thirty (30) calendar days shall cease to accrue Named Holidays, Annual Vacation, and Sick Leave entitlements.
- 27.06 A Regular Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when they shall be expected back to work.

ARTICLE 28: HEALTH BENEFITS

- 28.01 When the enrollment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:
- (a) Alberta Blue Cross Supplementary Health Benefits Plan; or equivalent, through 70% direct payment;
~~Effective October 1, 2005, 80% direct payment~~
 - (b) Alberta Blue Cross Dental Plan or equivalent, which provides for:
 - (i) The reimbursement of eighty percent (80%) of eligible Basic Services;
 - (ii) Fifty percent (50%) of all eligible extensive services; and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Dental Association Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1,500) per insured person;
 - (iii) ~~Effective October 1, 2005,~~ **Effective December 1, 2008, or the first (1st) month following the date of ratification,** fifty percent (50%) of all eligible extensive services; and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current

Alberta Dental Association Fee Schedule, or any similar device as may be amended from year to year. A maximum annual reimbursement of ~~fifteen hundred dollars (\$1,500)~~ **two thousand and five hundred dollars (\$2500)** per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of ~~fifteen hundred dollars (\$1,500)~~ **two thousand and five hundred dollars (\$2500)** per insured person;

- (c) Alberta Health Care Insurance Plan;
 - (d) The Health Organizations Benefit Plan, or equivalent inclusive of:
 - (i) Group Life Insurance
 - (ii) Accidental Death and Dismemberment
 - (iii) Short-Term Disability (60%)
 - (iv) Long-Term Disability (66 2/3%);
 - (e) At the Employers' option, a "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- 28.02 (a) The implementation and operation of the Healthcare Organizations Benefit Plan, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions outlined in both the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the Plans.
- (b) The Employer shall make available to all Employees participating in these Plans, copies of information booklets of these Plans.
- 28.03 The Employer shall implement these plans with the premium costs being shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Regular Employee.

Regular Part-time Employees

- 28.04 Subject to the preceding provisions where it is anticipated that a Regular Part-time Employee will work a minimum of fifteen (15) hours per week, averaged over a calendar year they shall participate in the Health Benefits Plans.

Subject to the requirements of the insurers, Regular Part-time Employees may participate in the benefit plans.

28.07 Flexible Health Benefit Spending Account

Effective April 1, 2007, the following shall apply:

- (a) A Flexible Health Spending Account shall be implemented for all employees eligible for benefits.
- ~~(b) Effective April 1, 2007, a sum of one hundred sixty seven dollars (167.00) per each benefit eligible Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account for each eligible employee.~~

- ~~(c) This Flexible Health Benefit Spending Account shall be provided to benefit eligible Part-time employees on a pro-rated basis, based on their full time equivalency as at April 1, 2007.~~
- (b) Effective January 1, ~~2008~~, **2009, and each calendar year thereafter**, a sum of ~~two hundred dollars (200.00)~~ **five hundred dollars (\$500)** per each benefit eligible Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account for each eligible employee.
- (c) This Flexible Health Benefit Spending Account shall be provided to benefit eligible Part-time employees on a pro-rated basis, based on their full time equivalency as at January 1 of each calendar year.
- (d) Any unused allocation in an employee's Flexible Health Benefit Spending Account as of January 1 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (e) The Flexible Health Benefit Spending Account may be utilized by employees for the purposes of receiving reimbursement 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 this Article.
- (f) Where the Employer chooses to contract with an insurer for the administration of the Flexible Health Benefit Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.
- (g) The Flexible Health Benefit 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 Flexible Health Benefit Spending Account.

ARTICLE 29: PENSION PLAN

- 29.01 The Employer shall contribute to the Local Authorities Pension Plan, to provide benefits for participating Employees, provided they are regularly scheduled to work at least fourteen (14) hours per week as averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the applicable plan.
- 29.02 The Employer shall make available to all eligible Employees copies of the Local Authorities Pension Plan Booklets.

ARTICLE 30: LEAVES OF ABSENCE

30.01 Applications

Applications for leave of absence shall be submitted in writing to the Employer for approval. The written application will be waived in cases of emergency. In this event, the Employee will submit the request in writing for leave as soon as possible. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in dismissal of employment which shall be reported to the Union. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Regular Employee's immediate family or for any other reason which the Employer and Regular Employee agree upon, including extended vacations, birth, adoption, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given. During such leave of absence, an Employee shall not work for gain unless agreed upon by the Employer.

30.02 Union Leave

- (a) Provided the efficiency of the Hospital shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to Regular Employees elected or appointed to represent the Union at Union conventions, workshops, seminars or schools.
 - (b) Representatives of the Union shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer. When more than one Employee from a department has requested time off for negotiations and such request impacts on the efficiency of the department the Employer may request a meeting with the Union to discuss and explore alternatives.
 - (c) The Employer shall continue the Employee's applicable benefits and pay the normal salary during the period of leave. The Union shall reimburse the Employer for these costs.
- 30.03 An Employee who is selected, elected or appointed to a full-time position with the Union or a full-time position to represent the Union shall, upon proper notice, be granted a leave of absence without pay. During such leave seniority shall accumulate. When more than one (1) Employee has been selected, elected or appointed from a site and such leave impacts on the efficiency of the site the Employer may request a meeting with the Union to discuss and explore alternatives. The Union will be responsible for payment of all costs.
- 30.04 (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.

- (b) An Employee who is elected to municipal government, the Provincial Legislature or the Parliament of Canada, shall, upon establishing need for same, be granted leave of absence without pay for a period not to exceed the term of this Collective Agreement. Such Employee shall not accumulate seniority while on leave but shall retain the seniority possessed at the time such leave was granted.

30.05 Maternity Leave

- (a) An Employee who has completed 503.75 hours of work or upon the completion of their probation period which ever is greater, shall upon two (2) weeks written notice commence Maternity Leave. The two (2) week notice will be waived in case of an emergency, the Employee will submit in writing the notice for Maternity Leave as soon as possible. Such leave shall become effective twelve (12) weeks preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery. Such leave shall 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 receipt of Sick Leave, EI Sub Plan Benefits, Short Term or Long Term Disability. Maternity Leave shall not exceed twelve (12) months unless extended by mutual agreement between the Employer and the Employee.
- (b) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same classification held by her immediately prior to taking Maternity Leave and at the same rate of pay.

30.06 Adoption Leave

- (a) An Employee who has completed 503.75 hours of work or upon the completion of their probation period whichever is greater, shall, upon written request, be granted leave without pay for up to twelve (12) months for the purpose of adopting a child.
- (b) The Employee may commence adoption leave upon one days' notice, provided the application for such leave is made when the adoption has been approved. The Employer shall be kept informed of the progress of the adoption proceedings.
- (c) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work following which the Employer will reinstate the Employee in the same classification held by the Employee immediately prior to taking Adoption Leave and at the same rate of pay.

30.07 Court Appearance

An Employee summoned to serve jury duty or one who has been served with a subpoena to appear as a witness in a court of law shall be paid the difference between what the Employee would have earned for scheduled hours at work at the Employee's basic rate of pay and the court fee received exclusive of travel, meals and other expenses. An Employee required to so serve will notify their Department Head as soon as possible following receipt of the summons or subpoena. The Employee will submit a certificate of service from an Officer of the Court indicating fees received before any payment is made under this provision.

- (a) In the event such court service does not exceed one-half ($\frac{1}{2}$) the Employee's scheduled hours of work for that day, the Employee will work the difference in scheduled hours and the time spent in Court Service.
 - (b) In the event that such Court service exceeds one-half ($\frac{1}{2}$) of the Employees scheduled hours of work for that day the Employee will be paid for all scheduled hours as if worked.
 - (c) An Employee called to testify on behalf of the Employer on their day off shall have the time spent testifying considered time worked and shall be paid at their basic rate of pay. By mutual agreement between the Employee and the Employer time off in lieu of this payment may be arranged.
- 30.08 (a) Benefits, with the exception of seniority, do not accrue during any leave of absence without pay in excess of thirty (30) calendar days. Employees taking a leave of absence in excess of thirty (30) calendar days are expected to make prior arrangements for the payment of the full premium for the continuation of their contributory benefit plans, i.e. Extended Medical, Alberta Health Care, Group Life, Local Authorities Pension Plan and Dental Plan except as provided in Clause 30.08(b).
- (b) 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, Short Term Disability, Long Term Disability, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

30.09 Paternity Leave

Upon request, an Employee may be granted up to three (3) calendar days off without pay to attend to matters during and immediately following the birth of their child.

- 30.10 When an Employee is on leave of absence without pay and is receiving Long Term Disability the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a period not exceeding twenty-four (24) months from the beginning of Short Term Disability or Long Term Disability provided that the Employee makes prior arrangements with the Employer for the payment of the Employee's share of Alberta Health Care premiums. Failure by an Employee to submit their portion twenty-five percent (25%), will result in the Employer discontinuing premium payments for that Employee.

30.11 Family Leave

~~If an Employee is unable to work as a result of illness in the Employee's immediate family (parent, spouse, child) requiring the Employee's personal attention, they shall inform the Employer of such and they shall use a vacation day, leave of absence or banked overtime for the hours not worked. Such absence from work shall not exceed three (3) calendar days per year. The Employee may be required to submit satisfactory proof of illness.~~

Special Leave

- (a) **The Parties recognize that a regular employee maybe unable to report to work for their regularly scheduled shifts, due to unanticipated circumstances of pressing necessity which require the employees personal attention and which may include illness in the employees immediate family (parent, spouse, child). The Employer shall approve special leave in such circumstances to a maximum of four (4) days without loss of pay in each calendar year; any requests for additional leave of absence in these circumstances shall be subject to clause 30.01.**
- (b) **An Employee may be required to submit proof satisfactory to the Employer demonstrating the need for Special Leave.**

ARTICLE 31: BEREAVEMENT

31.01 (a) An Employee shall be granted reasonable leave of absence in the event of a death of the following relatives of the Employee, **up to five (5) working days within a seven (7) calendar day period**. ~~For the first three (3) consecutive working days within a seven calendar day period of such leave of absence, the Employee shall suffer no loss of regular earnings.~~

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

- (b) **In case of grandparents, spouses grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins, foster parents (if not considered true parents), up to three (3) working days within a seven calendar day period.**

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

31.03 In the event of death of another relative or close friend, the Employer may grant up to one (1) working day at the basic rate of pay to attend the funeral services.

ARTICLE 32 – UNIFORMS

- 32.01 (a) The Employer will furnish and maintain (launder, alter and repair) without charge such uniforms which the Employer requires the Employee to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, color and style of uniforms and the requirements of each group of Employees shall be determined by the Employer.
- (b) When an Employee requests to supply their own uniform; the nature, colour and style of the uniform shall be determined by the Employer. The Employee request shall not be unreasonably denied.
- 32.02 The Employer recognizes that it is desirable for each Employee who is required to change into a uniform to be provided a personal locker for storage of clothing and personal belongings.

ARTICLE 33: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- 33.01 In filling a new position or a vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description.
- 33.02 (a) When a new position is created or vacancies required to be filled occurs, for a Regular or Temporary position in any classification covered by this Agreement, notice of such vacancies shall be posted for seven (7) full calendar days excluding Named Holidays as a general posting throughout the organization.
- (b) For informational purposes only and without restricting management's rights, the notice of vacancy or vacancies shall contain: position summary, qualifications, rate of pay, present shift pattern and current location.
- 33.03 Requests for transfer or applications for vacancies shall be in writing according to the procedures established in the Facility. Applications for posted positions will be accepted at any time within the posting period.
- 33.04 In considering such applicants the Employer shall take into account skill, ability, merit and seniority. **Where these factors are considered relatively equal, preferential consideration shall be given to Regular Employees.**

~~Applicants shall be considered in the following order:~~

- ~~(a) Regular Employees;~~
~~(b) Temporary Employees;~~
~~(c) Casual Employees.~~

Should Employees who have applied not meet the requirements of the vacant position, or should no one apply during the posting period, the Employer may fill the position from outside the Bargaining Unit.

- 33.05 Successful applicants that are external to the bargaining unit and are currently employed in another general support services bargaining unit within Caritas, shall transfer their accrued seniority and pension entitlements, unused vacation and accrued sick leave. Employees shall be required to serve the probationary period, as per Article 13 of the applicable Collective Agreement.**
- 33.06** Where circumstances require the Employer to fill a vacancy prior to the expiry of the posting period, it shall be made on a temporary basis until a permanent appointment is made. The Employer shall fill such vacant position on a permanent basis as soon as a qualified applicant becomes available.
- 33.07** Copies of job postings stating the name of the successful applicant shall:
- (a) be displayed by the Employer for a one (1) week period, and
 - (b) be forwarded to the Union.
- 33.08** (a) All promotions and transfers shall be on a trial basis. The promoted or transferred Employee shall be given a trial period of three hundred and twenty-five point five (325.5) hours worked or to a maximum of six months for Regular Part-time Employees in which to demonstrate their ability to perform the new tasks satisfactorily. A transferred or promoted Employee who is absent for any reason on a scheduled work day may have their trial period extended by the number of working days absent. If, in the opinion of the Employer, the Employee fails to succeed during the trial period or should the Employee elect not to continue in the new position during that time, they shall be reinstated in their former position at their former rate of pay without loss of seniority, if applicable. If such is not possible, the Employee shall be placed in another suitable position.
- (b) In the event that an Employee returns to their former position pursuant to Clause 33.07 (a) the Employer may fill any resultant vacancy by selecting from the applicants on the original posting. In such cases, the posting provisions of this Article will be deemed to be satisfied.
 - (c) **Notwithstanding Clause 33.01, where a vacancy occurs in a classification within three (3) months of the closing date of a posting for a vacancy in the same classification, FTE, Department/Program, and site, the Employer may offer the position to an applicant from the initial posting in accordance with Clause 33.04, rather than post the vacancy.**
- 33.09** An Employee who is serving a probation or trial period may make application for a transfer or promotion into a posted position. An Employee appointed to a new position during a probationary or trial period, shall serve a new probation or trial period from the effective date of the transfer or promotion.
- 33.10** (a) When an Employee is required to temporarily perform the duties of a higher paid classification for two (2) hours or longer in any one (1) shift, they shall be entitled, in addition to their basic rate of pay, an amount equal to the difference between maximum salary of the higher

classification and the maximum salary of their own classification for all hours worked while performing the duties of the higher paid classification.

- (b) When an Employee is required to temporarily perform the duties of a lower paid classification their rate of pay will remain unchanged.
- (c) Where an Employee agrees to substitute on another job outside of this Agreement, the Employee will receive, in addition to their regular salary, an amount commensurate with the additional responsibilities.

33.11 Provided that the Employee's supervisor has granted approval, a Regular Employee who is the successful applicant for a temporary position within the bargaining unit shall, be deemed to be on temporary assignment. There shall be no loss of regular status. Benefits shall be based on the Full-time Equivalency of the temporary assignment. The Employee will return to their regular position at the end of the temporary assignment. It is understood that such approval will be conditional on the operational requirements, and shall not be unreasonably withheld. Regular Employees shall maintain their right to seniority and continue to accumulate seniority while in the temporary position.

ARTICLE 34: DISCIPLINE, DISMISSAL AND RESIGNATION

34.01 An Employee shall be considered to have terminated services if the Employee:

- (a) is absent for three (3) scheduled shifts without good and proper reason and without notification being given to the Department Head or Designate; or
- (b) does not return as scheduled from a leave of absence or vacation, except where such is for reasons acceptable to the Employer, or
- (c) does not return from layoff when recalled, except where such is for reasons acceptable to the Employer, or
- (d) has been on layoff in excess of half the Employee's length of service to a maximum of twenty-four (24) months.

34.02 An Employee intending to terminate services with the Employer shall give a minimum of two (2) weeks notice, exclusive of vacation, in writing, to that effect.

- 34.03
- (a) Except for the dismissal of an Employee serving a probationary period, there shall be no discipline or dismissal except for just cause;
 - (b) Copies of all disciplinary notices shall be forwarded to the Union;
 - (c) An Employee shall have the right to have a Shop Steward or Local Union Officer present at the disciplinary meeting with the Employer;
 - (d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.

- 34.04 (a) Employees shall have access to review their personnel file by request made in writing at least one (1) working day in advance once each year or when the Employee has filed a grievance. The Employee may request that a representative of the Union be present when their file is reviewed;
- (b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that they first pay to the Employer a fee to cover the cost of copying, which fee shall be established by the Employer.
- 34.05 Any notice of discipline placed on an Employee's file shall be removed after a period of two (2) years provided that;
- (a) no further disciplinary action has been taken during that two (2) year period; or
- (b) the disciplinary action is not the subject of an unresolved grievance.
- 34.06 The Employer shall whenever possible and appropriate provide the Employee advance notice of not less than twenty-four (24) hours of any disciplinary meeting.

ARTICLE 35: SENIORITY

- 35.01 "Seniority" shall mean the length of continuous employment with the Employer from the last date of hire and shall continue to accrue during periods of layoff as specified in Article 36 and authorized leave(s) of absence.
- 35.02 (a) For Employees hired into regular full-time or part-time positions on or after June 8, 2000, "Seniority" is defined as the length of continuous employment with the Employer as determined by the latest date of hire within the Bargaining Unit. Seniority shall not apply during the probation period, nor while employed as a casual or temporary Employee. Once the probation period has been completed, seniority shall be credited from the latest date of hire within the Bargaining Unit. Should a dispute arise regarding an Employee's seniority date, the Employer will provide the Employee and/or the Union with the information necessary to establish the accurate seniority date.
- (b) For Casual and Temporary Employees whose status changes to Regular Full-time or Part-time, the seniority date shall be established by dividing their continuous hours worked in the Bargaining Unit by 2,022.75.
- 35.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to recall or rehire:
- (a) when an Employee terminates employment or is terminated;
- (b) upon the expiry of a period of time on layoff of two (2) years or twenty-four (24) months during which the Employee has not been recalled;

- (c) if an Employee does not return to work on recall as required, except for reasons acceptable to the Employer;
 - (d) when an Employee fails to return to work from a leave of absence or vacation, except for reasons acceptable to the Employer.
- 35.04 (a) An up-to-date seniority list shall be sent to the Union quarterly, and when any Regular Employee is served notice of layoff. Such list shall indicate each Employee's classification.
- (b) A seniority list of all Employees covered by this Collective Agreement shall be maintained in the Human Resources Department. The Union or individual Employee may consult this list.
- 35.05 Regular Employees who transfer to a temporary position shall retain their seniority.
- 35.06 A Regular Employee who accepts or is working in a position outside the jurisdiction of the Bargaining Unit will not accumulate seniority for this period and will have their seniority date adjusted accordingly upon returning to the Bargaining Unit.
- These positions must be reviewed with the Union annually to discuss continuation of the original assignment.

ARTICLE 36: LAYOFF AND RECALL PROCEDURE

- 36.01 Prior to reducing the work force, the Employer shall notify an Employee to be laid off twenty-one (21) calendar days in advance of the layoff. During those twenty-one (21) calendar days the Employer may, if such is necessary, assign the Employee to other duties. Notwithstanding the foregoing, if the Employer is unable to provide the Employee with work during this twenty-one (21) day period, they shall, for the last fourteen-(14) day period only, pay the Employee at the basic rate in lieu of notice. Neither the twenty-one (21) nor fourteen (14) day provisions apply to a probationary Employee or where the layoff results from an Act of God, fire, flood, or a work stoppage of Employees and others which may be certified in different bargaining units.
- 36.02 Prior to implementation of the provisions of this Article the Employer will meet with the Union to inform the Union of the Employer's intentions.
- 36.03 For the purpose of this Article, "paygrade" shall mean classifications with the same maximum rate of pay.
- 36.04 Employees with less than one (1) year of seniority are not eligible to displace and are subject to layoff. Such Employees will be transferred to casual status and be eligible to apply on open competitions.
- 36.05 When there is a classification where the least senior Employee occupies a position with a particular skill set, that position will be bypassed, and the next

senior employees position will be considered as the position eligible for displacement. These situations will be closely reviewed on a case by case basis.

- 36.06 Affected employees whose F.T.E. is being altered or eliminated will be given an option to remain in their modified position, provided there is no change in status from Part-time to Full-time or Part-time non-benefit eligible to Part-time benefit eligible status. They will not be placed on recall, nor will they be given priority for additional shifts. Employees who are eligible for this option will be given three (3) calendar days to advise the Employer in writing as to their decision. Employees who do not choose this option will enter into the following layoff process.
- 36.07 Regular Full-time Employees who are given position elimination or displacement notice will exercise one of the following options within seven (7) calendar days:
- (a)
 - (i) select a vacancy for which the Employee has the qualifications to perform the duties of the position in an equal or lower paygrade;
 - (ii) displace the least senior Full-time Employee in the same classification for which the Employee has the required qualifications to perform the duties of the position;
 - (iii) displace the least senior Full-time Employee in an equal or lower paygrade for which the Employee has the required qualifications to perform the duties of the position;
 - (iv) displace the least senior Part-time Employee with benefit eligibility in the same classification or in an equal or lower paygrade for which the Employee has the qualifications to perform the duties of the position;
 - (v) displace the least senior Part-time Employee without benefit eligibility in the same classification or in an equal or lower paygrade for which the Employee has the qualifications to perform the duties of the position;
 - (vi) waive the right to displace and accept layoff and placement on the recall list. The Employee will be transferred to "casual recall" and will be given priority for casual shifts up to their previous F.T.E in their classification for which the Employee has the required qualification to perform the duties of the position.
 - (vii) select a temporary vacancy in their own classification currently occupied by a Casual or True Temporary Employee for which they can perform the work satisfactorily, provided they also choose one of the options cited above.
 - (b) Where more than one (1) Full-time position is eliminated within a classification, the number of Full-time Employees to be displaced shall be identified. The provisions of Article 36.07 (a) shall then be exercised in order of seniority.

- (c) The removed employee is only eligible to displace into a position that will not be deleted within sixty (60) calendar days.

36.08 Regular Part-time Employees with benefit eligibility (i.e. .3875 F.T.E or greater) who are given position elimination or displacement notice will exercise one of the following options within seven (7) calendar days:

- (a)
 - (i) select a vacancy of less than 1.0 F.T.E in an equal or lower paygrade for which the Employee has the qualifications to perform the duties of the position in an equal or lower paygrade;
 - (ii) displace the least senior Regular Part-time Employee, with benefit eligibility, in the same classification for which the Employee has the required qualifications to perform the duties of the position;
 - (iii) displace the least senior Regular Part-time Employee, with benefit eligibility, in an equal or lower paygrade for which the Employee has the required qualifications to perform the duties of the position;
 - (iv) displace the least senior Regular Part-time Employee without benefit eligibility in the same classification or in an equal or lower paygrade for which the Employee has the qualifications to perform the duties of the position;
 - (v) waive the right to displace and accept layoff and placement on the recall list. The Employee will be transferred to "casual recall" and will be given priority for casual shifts up to their previous F.T.E. in their classification;
 - (vi) select a Temporary Part-time vacancy in their own classification currently occupied by a Casual or True Temporary Employee for which they can perform the work satisfactorily, provided they also choose one of the options cited above.
- (b) Where more than one (1) Regular Part time position is eliminated within a classification, the number of Regular Part-time Employees to be displaced shall be identified. The provisions of Article 36.07 (a) shall then be exercised in order of seniority.
- (c) The removed Employee is only eligible to displace into a position that will not be deleted within sixty (60) calendar days.

36.09 Regular Part-time Employees without benefit eligibility (i.e. less than .3875 F.T.E.) who are given position elimination or displacement notice will exercise one of the following options within seven (7) calendar days:

- (a)
 - (i) select a vacancy of less than .3875 F.T.E. in an equal or lower paygrade, for which the employee has the qualifications to perform the duties of the position
 - (ii) displace the least senior Regular Part-time Employee, without benefit eligibility, in the same classification for which the

Employee has the required qualifications to perform the duties of the position;

- (iii) displace the least senior Regular Part-time Employee, without benefit eligibility, in an equal or lower paygrade for which the Employee has the required qualifications to perform the duties of the position;
 - (iv) waive the right to displace and accept layoff and placement on the recall list. The Employee will be transferred to "casual recall" and will be given priority for casual shifts up to their previous F.T.E in their classification for which the Employee has the required qualifications to perform the duties of the position;
 - (v) select a Temporary Part-time vacancy, without benefit eligibility, in their own classification currently occupied by a Casual or True Temporary Employee for which they can perform the work satisfactorily, provided they also choose one of the options cited above.
- (b) Where more than one (1) Regular Part-time position is eliminated within a classification, the number of Regular Part-time Employees to be displaced shall be identified. The provisions of Article 36.09 (a) shall then be exercised in order of seniority.
 - (c) The removed Employee is only eligible to displace into a position that will not be deleted within sixty (60) calendar days.

36.10 Notice Provisions

- (a) Notice of layoff shall be in writing and shall be served either in person or by double registered letter directed to the Employee's last known address. Layoff notices served by double registered letter shall be considered served effective the date of the registration with the postal services or, if served in person shall be considered served effective the day of receipt by the Employee.
- (b) The Union shall be notified of layoffs, displacements and re-assignments as they occur.
- (c) An Employee shall receive written confirmation of re-assignment following their option selection in consultation with the Employer and the Union.

36.11 Recalls

- (a) Vacancies in classifications where there is an active recall list of Employees shall be posted under a "Restricted Competition". The competition will be restricted to Regular Full-time and Regular Part-time Employees and those on recall in the bargaining unit. Under a restricted competition Employees who apply must meet the minimum required qualifications described on the posting in relation to education, experience, skills, abilities and seniority. If no one is successful on the

restricted competition, the Employer will post an open competition in accordance with the Article 33 Appointments, Promotions, Transfers and Vacancies.

- (b) An Employee placed in a permanent position and who is not successful or choose to return to their prior status during the trial period for that position will not have their original date of recall expiry changed.
- (c) Employees who are successful on a temporary competition will remain on recall in their original classification.
- (d) A recall list shall be maintained by classification and in order of seniority.
- (e) The Union shall be advised of recalls as they occur.
- (f) Employees will be removed from the recall list when one of the following occurs:
 - (i) 24 months from the original date they were placed on recall has expired;
 - (ii) Successfully placed in a permanent position of equal or greater F.T.E. in an equal or higher classification than the classification held prior to layoff;
 - (iii) Upon termination from employment with the Employer.

36.12 Trial Period

Employees reassigned as a result of layoff or displacement shall serve a trial period of three hundred and twenty-five and one-half (325 ½) hours worked in which to demonstrate the ability to perform the work satisfactorily. If, in the opinion of the Employer, the Employee fails to succeed or the Employee chooses to return to their prior status, during the trial period, the Employee will be placed on the recall list and will not have their original expiry date of recall changed.

36.13 No new Employees will be hired except where those on layoff can not perform the work available satisfactorily.

36.14 Continuation of Health Benefit Plans

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

36.15 Casual and Temporary Assignment During Layoff

- (a) In the event that a Regular Employee on layoff accepts an offer to work as a casual or temporary employee, such Employee shall be governed by the Collective Agreement provisions applicable to casual and

temporary Employee(s), however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual or temporary assignment.

- (b) Priority for casual or temporary assignment within the Employee's classification will be given to Employees on layoff up to the Employee's previous F.T.E. The Employer will give Employee's on layoff preference in other positions where the Employee can perform the work satisfactorily.

- 36.16 If a Department is to be closed or a substantial number of Regular Employees are to be affected by a staff reduction which is known to be permanent in nature, the Employer will provide as much notice as possible to the Union. In such circumstances the Employer will resort to available government assistance programs which provide placement elsewhere or retraining.
- 36.17 In the event that Regular Employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred and twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the Bargaining Unit.
- 36.18 The operation of this Article shall not be construed to be a violation of the scheduling or posting provisions of Articles 16, 17 and 33 respectively.

ARTICLE 37: TEMPORARY AND CASUAL EMPLOYEES

- 37.01 A Temporary Employee shall be covered by the terms and conditions of this collective agreement except that Article 36 shall not apply. However, such an Employee shall not have the right to grieve termination of employment upon the expiry of the term for which the Temporary Employee was hired.
- 37.02 When a Temporary Employee is hired the Employer shall advise the Union in writing of the Temporary Employee's name, classification, department and nature of the temporary assignment. The term of employment of such Temporary Employee may be extended only by mutual agreement in writing between the Employer and the Union.
- 37.03 Provisions for Supplementary Health Benefits, Alberta Health Care coverage, Dental Benefits, Short Term Disability and Long Term Disability for temporary Employees who are hired for a period greater than six (6) months shall be made under the terms and regulations of the applicable plans in accordance with Article 28.

Casual Employees

- 37.04 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9,10,11,12, 13, 14, 15,20,21,22, 32, 33, 34, 38 shall apply.
- 37.05 Hours of Work
 - (a) Hours of work for a Casual Employee shall be up to seven and three-quarter hours (7 $\frac{3}{4}$) in a day.

- (b) Casual employees will not be required to work in a manner where the ratio of work days to non-work days does not exceed ten (10) work days in fourteen calendar day period.
- (c) Casual Employee shall not work more than six (6) consecutive days of work without receiving their days off or not more than seven (7) consecutive days of work without receiving their days off by mutual agreement between the Employer and the Union.
- (d) No Casual Employee shall be scheduled except with their consent. However, a Casual may be scheduled with consent for a specific job or as a relief for absences, the duration of which is three (3) months or less.
- (e) A Casual Employee scheduled with consent for a specific job or as relief for absences as outlined in ~~(e)~~ (d) above shall be entitled to the Bereavement Leave and Court appearance provisions of this Collective Agreement.
- (f) Hours of Work shall be deemed to:
 - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter ($7\frac{3}{4}$) hours; or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter ($7\frac{3}{4}$) hours. If this is more compatible with the scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer; or
 - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift or three point eight seven five (3.875) hours; and
 - (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of four (4) hours;
 - (v) if an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or , where that is not possible, be paid for the meal period or rest period as follows:
 - (a) for a rest period, at two times (2X) their Basic Rate of Pay rather than one (1X); or
 - (b) for a missed meal period; at two times their basic rate of pay
 - (c) Casual Power Engineers may be required to take their rest periods in the Power Plant in order to comply with the operation and supervision requirements of the safety Codes Act.

(g) Named Holiday

- (i) Casual Employees required to work on a Named Holiday shall be paid at one and one-half times (1 ½ X) the basic rate of pay for all hours worked on such day.
- (ii) Casual Employees shall be paid four point six percent (4.6%) of their earnings at the basic rate of pay and of their vacation pay in lieu of Named Holidays.

(h) Vacation Pay

- ~~(i) Casual employees shall be paid in addition to their earnings at the basic rate of pay:~~
- ~~(ii) six percent (6%) of their earnings at the basic rate of pay during the first and subsequent employment years; or~~
- ~~(iii) eight percent (8%) of their earnings at the basic rate of pay during the fourth and subsequent employment years if applicable; in lieu of vacation.~~

(i) Casual employees shall be paid in addition to their basic rate of pay, six percent (6%), eight percent (8%), 10 percent (10%) or twelve percent (12%) whichever is applicable, depending on vacation entitlement, of their regular earnings in lieu of vacation.

- (i) during each of the first (1st) and second (2nd) years of continuous service, the Casual Employee shall earn vacation pay at a rate of six percent (6%) of their regular hours worked;**
- (ii) during each of the third (3rd) to ninth (9th) years of continuous service, the Casual Employee shall earn vacation pay at a rate of eight percent (8%) of their regular hours worked;**
- (iii) during each of the tenth (10th) to nineteenth (19th) years of continuous service, the Casual Employee shall earn vacation pay at a rate of ten percent (10%) of their regular hours worked; and**
- (iv) during the twentieth (20th) and each subsequent years of continuous service, the Casual Employee shall earn vacation pay at a rate of twelve percent (12%) of their regular hours worked.**

(i) Reporting pay

If a Casual Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later

hour, they shall be compensated by receiving three (3) hours pay at the basic rate of pay. If under similar circumstances, the employee actually commences working, the Employee shall be paid four (4) hours pay at the basic rate of pay, or for the hours actually worked, whichever is greater.

(j) **Call Back**

- (i) A Casual employee who has completed their shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private automobile, reimbursement shall be at the rate of ~~thirty-five cents (\$0.35)~~ **in accordance with the Caritas Travel Policy rate** per kilometer from the Employee's residence to the institution and return provided the return is prior to the commencement of their next shift.
- (ii) A Casual employee who normally travels from the institution to their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the institution to their place of residence.

(k) **Overtime**

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

- (i) other than Power Engineers referenced in 37.05 (j) (iii), all authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 $\frac{3}{4}$) hours per day shall be paid at the rate of two times (2X) the basic rate of pay; or
- (ii) other than Power Engineers referenced in 37.05 (j) (iv), all overtime worked in excess of seventy-seven and one-half (77 $\frac{1}{2}$) hours in a fourteen calendar day period shall be paid at two times(2X) the basic rate of pay;

whichever is greater;
- (iii) for Power Engineer who are assigned to work eight (8) hours per day, all authorized overtime worked in excess of and in conjunction with eight (8)hours per day shall be paid at the rate of two (2X) times the basic rate of pay.
- (iv) Failure to provide at least fifteen and one half (15 $\frac{1}{2}$) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one half (15 $\frac{1}{2}$) hours rest between scheduled shifts.

- (v) When a Casual Employee is regularly scheduled, they shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.

(l) On Call Duty

- (i) If a Casual Employee is not working but the Employee is required by the Employer to be readily available to respond without undue delay to any request to report to work, the Employee shall be paid ~~one dollar and twenty-five cents (\$1.25)~~ **three dollars (\$3.00)** for each assigned hour of authorized on-call duty.
- (ii) On Named Holidays they shall be paid ~~one dollar and fifty cents (\$1.50)~~ **four dollars and twenty five cents (\$4.25)** per hour. A Named Holiday shall run from zero zero zero one (0001) hours on the Named Holiday to twenty-four hundred (2400) hours of the same day.
- (iii) A Casual Employee who is called back to work during the on-call period shall not be paid the on-call rate during the period they are working but will be paid for the hours worked during the on-call period at either:
 - (a) the overtime rate of two times (2X) the basic rate of pay; or
 - (b) four (4) hours at the basic rate of pay;whichever is greater.
- (iv) When employees are supplied a pocket pager by the Employer for the purpose of On-Call Duty, there shall be no cost to the Employee for the use of the pocket pager.
- (v) A Casual Employee who was not on call and is employed in a regularly scheduled full-time or part-time capacity and who is called back and required to work outside of their regular hours shall be paid for any one (1) call at either:
 - (a) the overtime rate of two times (2X) the basic rate of pay; or
 - (b) four (4) hours at the basic rate of pay;whichever is greater.

(m) Bereavement Leave

Casual Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 31 except in circumstances under ~~37.06~~ **37.05** (d) and (e).

(n) Court Leave

A Casual Employee summons to serve jury duty or has been served with a subpoena to appear as a witness in a court of law shall be paid pursuant to Clause 30.07.

(o) Seniority

Casual Employees do not accumulate seniority.

(p) **Workers' Compensation**

Casual Employees will be provided with Workers' Compensation coverage.

(q) **Grievance Procedure**

Casual Employees who initiate a grievance shall have access to review their personnel file upon service of at least one (1) days notice.

ARTICLE 38: RETROACTIVITY

38.01 An Employee whose employment has terminated prior to the date upon which this Collective Agreement is signed by the Employer, shall be eligible to receive retroactively any increase in salary which they would have received but for the termination of employment, only upon submitting to the Employer, during the period between the expiry date of the preceding Collective Agreement and one (1) month after the signing of this Collective Agreement a written application for such retroactive salary.

ARTICLE 39: EXTENDED WORK DAY

39.01 Where the parties to this Collective Agreement agree to implement a system employing an extended work day and resultant compressed work week, they shall evidence such agreement by signing a document indicating such agreement applies.

39.02 Either party may, by giving at least 60 days notice in writing to the other party, terminate this agreement.

39.03 The Employer and the Union acknowledge and confirm that, with the exception of those amendments detailed below, when the extended work day is implemented, all other articles of this Collective Agreement shall remain in force and effect as between the parties.

39.04 Hours of Work

(a) Normal hours of work for Regular Full-time Employees shall:

- (i) Not exceed eleven point five (11.5) consecutive hours per day;
- (ii) Be an average of seventy seven point five (77.5) hours in a fourteen (14) calendar day period over one (1) complete cycle of the schedule rotation.
- (iii) Except where overtime is necessitated, maximum in hospital hours shall not exceed twelve and one quarter (12 $\frac{1}{4}$) hours per day as determined by the start and finish times of the shift;
- (iv) At least eleven and three quarter (11 $\frac{3}{4}$) hours between scheduled shifts;
- (v) No more than four (4) consecutive extended shifts without receiving days off unless otherwise mutually agreed.

(b) Normal hours of work for Regular Part-time Employees, shall be:

- (i) Up to but not exceeding eleven point five (11.5) consecutive hours per day;

- (ii) Up to, but not exceeding seventy seven point five (77.5) hours in a fourteen calendar (14) calendar day period over one (1) complete cycle of the schedule rotation; and
- (iii) Except where overtime is necessitated, maximum in hospital hours shall not exceed twelve and one quarter (12 ¼) hours per day as determined by the start and finish times of the shift
- (iv) At least eleven and three quarter (11 ¾) hours between scheduled shifts;
- (v) No more than four (4) consecutive extended shifts without receiving days off unless otherwise mutually agreed.

(c) Meal Periods and Rest Periods

Regular hours of work shall include paid rest periods as scheduled by the employer and shall exclude at least one (1) and not more than two (2) unpaid meal periods of up to thirty five (35) minutes each.

Total time in minutes of paid rest periods shall be calculated in the following manner:

$$\frac{\text{Length of shift} \times 0.5 \times 60}{7.75}$$

(example: $\frac{11.5 \text{ hrs} \times 0.5 \times 60}{7.75} = 45 \text{ minutes}$)

or three (3) fifteen (15) minute breaks)

(d) Overtime

Authorized periods of work in excess of the regular working periods specified in Article 39.04 (a) and (b) will be compensated for in accordance with Article 17 and Article 37.06(j) of the Collective Agreement.

(e) Shift Premium

(i) A shift differential of one dollar and seventy five cents (\$1.75) per hour shall be paid to employees for all hours worked within the period between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

(ii) Effective January 1, 2009, the provisions of Article 21 shall apply

(f) Weekend Premium

(i) A weekend premium of one dollar seventy five cents (\$1.75) per hour shall be paid, in addition to shift premium, if applicable, to an employee working a shift wherein the majority

of such shift falls during a period commencing at (1500) hours on a Friday and ending at (0700) hours the following Monday.

- (ii) **Effective January 1, 2009, the provisions of Article 21 shall apply.**

(g) Named Holiday Payment

It is agreed that a Full-time Employee covered by this Article shall be entitled to eleven (11) Named Holidays plus a Floater, as specified in Article 25.03 of the Collective Agreement and shall be paid at their basic rate of pay for, seven and three-quarter ($7\frac{3}{4}$) hours to a total of ninety-three (93) hours per annum.

- (h) Where an employee works a Named Holiday as specified in Article 25.01 of the Collective Agreement the employee will be paid one and a half times ($1\frac{1}{2}X$) for all hours worked on the Named Holiday plus:

- (i) By mutual agreement, seven point seven five (7.75) hours added to the employee's next annual vacation, or
- (ii) A mutually agreeable seven point seven (7.75) hours off with pay in conjunction with the Full-time Employee's regular days off within thirty (30) calendar days either before or after the Named Holiday, or
- (iii) One day of pay at seven point seven five (7.75) hours at their basic rate of pay.

(i) Sick Leave

- (i) After a Regular Employee has successfully completed the probationary period as outlined in Article 13 of the Collective Agreement, the employee shall be allowed credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for full time hours worked per month, up to a maximum of nine hundred thirty hours (930) hours (Prorated for Part-time Employees).
- (ii) A Regular Employee granted sick leave shall be paid for the period of such sick leave at the basic rate of pay and in accordance with the terms and conditions of Article 26 of the Collective Agreement. The number of hours thus paid shall be deducted from the accumulated sick leave bank for the employee up to the total amount of the employee's accumulated sick leave credits.

(j) Bereavement Leave

~~An Employee shall be granted three (3) consecutive regularly scheduled working days within a seven (7) calendar day period without loss of salary, in the event of death of relatives specified in Article 31 of the Collective Agreement.~~

- (i) ~~Bereavement Leave shall be extended by up to two days, if travel one way in excess of three hundred twenty-two (322) kilometers one way from the employee's residence is necessary.~~

The Provisions of Article 23 shall apply

(k) Vacations with Pay

During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:

- (i) During the first (1st) ~~to third (3rd)~~ **and second (2nd)** years of such employment a Full-time Employee earns a vacation time of ~~one hundred and sixteen point two five (116.25)~~ **one hundred and twenty (120)** hours, or;
- (ii) During the ~~fourth (4th) to fourteenth (14th)~~ **third (3rd) to ninth (9th)** years of such employment a Full-time Employee earns a vacation time of ~~one hundred and fifty five (155)~~ **one hundred and sixty (160)** hours;
- (iii) During the ~~fifteenth (15th) to twenty-fourth (24th)~~ **tenth to nineteenth (19th)** years of such employment a Full-time Employee earns a vacation time of ~~one hundred ninety three point seven five (193.75)~~ **two hundred (200)** hours;
- (iv) During the ~~twenty-fifth (25th)~~ **twentieth (20th)** and subsequent years of such employment a Full-time Employee earns a vacation time of ~~two hundred and thirty two point five zero (232.50)~~ **two hundred and forty (240)** hours,
- (v) **Effective April 1, 2009. Upon having reached twenty five (25) years of continuous employment, an employee shall earn a one-time additional thirty eight point seven five (38.75) hours of supplementary vacation. Subject to clause 24.06, the supplementary vacation may be taken at the Employee's option at any subsequent time, with Employer approval.**

(l) Casual Assignments

Employees who are not normally assigned to work on an extended a work day schedule and who relieve for employees who are engaged in an extended work day schedule shall follow the provisions of this extended work day option for such casual assignment.

ARTICLE 40 - COPIES OF COLLECTIVE AGREEMENT

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

- 40.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 40.03 The Agreement shall be printed and the costs shall be shared equally between the parties

**LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111**

RE: INTERMINGLING

The parties agree to meet within 90 calendar days following the date of ratification of the Collective Agreement to discuss and attempt to conclude a Letter of Understanding to deal with intermingling issues across all Caritas sites.

This Letter of Understanding will expire March 31, 2008

On behalf of Caritas Health Group Operating The Misericordia Community Hospital **On behalf of the Canadian Union of Public Employees, Local 2111**

Dated: _____ Dated: _____

~~LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
ON BEHALF OF LOCALS 2111~~

RE: REVIEW OF CLASSIFICATION

A review of classifications within Caritas demonstrating inequity will be undertaken within the term of the Collective Agreement.

This Letter of Understanding expires March 31, 2008.

~~On behalf of Caritas Health Group Operating
The Misericordia Community Hospital~~ ~~On behalf of the Canadian Union
of Public Employees, Local 2111~~

Dated: _____ Dated: _____

LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111

RE: STAFFING/UTILIZATION PROJECT REVIEW COMMITTEE

The parties agree, as follows, that work place issues are best resolved at a local level in an atmosphere of mutual respect and understanding:

1. ~~Within sixty (60) days of the date of ratification of the Collective Agreement, either party may request that a local Staffing/Utilization Project Review Committee be formed.~~
2. ~~The Committee shall be responsible for the development of terms of reference. Each party will be eligible to appoint up to four members to this Committee.~~
3. ~~The function of the Staffing/Utilization Project Review Committee is to examine and make recommendations regarding the following:~~
 - (a) ~~Safety issues related to scheduling;~~
 - (b) ~~The assignment of extra shifts; and~~
 - (c) ~~Matters related to staffing and utilization.~~
4. ~~The parties shall provide available relevant information to allow for meaningful discussion of local staffing/utilization issues. The parties will endeavour to provide this information in a timely manner and, in any event, not later than thirty (30) days from the date of the request.~~
5. ~~(a) Within one hundred and twenty (120) days of the first meeting of the Staffing/Utilization Project Review Committee, the Committee may prepare and present recommendations to the CEO or Designate. Notwithstanding the foregoing, the Union may elect to prepare and present recommendations to the CEO or Designate, in the absence of agreement on recommendations by the Committee.~~
 - (b) ~~The decision of the CEO or Designate regarding the recommendations shall be final and binding.~~

6. ~~Employees participating in the Committee shall suffer no loss of regular earnings for time spent in meetings.~~
7. ~~It is not the intention of this Letter of Understanding to limit rights existing under this Collective Agreement.~~
8. ~~This Letter of Understanding shall expire on March 30, 2008.~~

~~On behalf of Caritas Health Group Operating The Misericordia Community Hospital~~ ~~On behalf of the Canadian Union of Public Employees, Local 2111~~

Dated: _____ Dated: _____

LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111

RE: CONTRACTING OUT AND SEVERANCE

The parties agree as follows:

1. Contracting Out

- 1.1 The parties recognize the important contribution the General Support Staff make in the delivery of support service, and are committed to ensure job security where reasonably possible. To this end, it is understood by the parties that this Employer will consult with the Union as soon as reasonably possible and at a minimum, one (1) month prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.
- 1.2 In the event of an adjustment, as outlined in 1.1, the Employer agrees that Employees affected shall be given no less than ninety (90) calendar days written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required layoff notice carried out in accordance with Article 36 (Layoff and Recall).
- 1.3 The parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary Leaves of Absence, transfers and voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on Employees.
- 1.4 This Letter of Understanding will not prevent the transfer of services and the associated Employees between health care facilities operated by the Regional Health Authorities within the Province of Alberta.

2 Severance

- 2.1 In the event the work performed by an Employee in the Bargaining Unit is contracted out and no alternate employment is found for an affected Employee, resulting in the permanent reduction in the number of CUPE certified Regular Employees, the Employee shall be eligible for severance calculated as follows:

- (a) The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
 - (b) Regular salary = (regularly scheduled hours of work as at the date of application for the program) x (basic rate of pay). For calculation purposes, service in excess of six (6) months shall be considered a full year (e.g. five (5) years and seven (7) months would be considered as six (6) years of service).
 - (c) If the terms of contracting out require employment with the contractor and if the basic rate of pay is less than their current rate of pay, the Employer will provide severance as per the aforementioned schedule for the difference between the two rates.
 - (d) If the terms of the contracting out arrangement do not require employment with the contractor, the Employer will provide for severance. An Employee receiving severance may be considered for re-employment with the Employer provided they repay the Employer the difference if any between the time they were unemployed and the length of time for which severance was paid.
 - (e) 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.
- 2.2 Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's full-time equivalency or a comparable full-time equivalency.
- 2.3 The 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.
- 2.4 The Employer reserves the right to determine the date of termination and once approved, the decision to take severance and terminate employment is irrevocable.

The Letter of Understanding will expire on March 30, 2008.

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111

RE: SURGICAL PROCESSORS

The parties hereby agree as follows:

~~Internal candidates who meet the qualifications, as posted, for the position of Surgical Processor will be placed on the Salary Grid beyond Step 3.~~

~~On behalf of Caritas Health Group Operating The Misericordia Community Hospital~~ ~~On behalf of the Canadian Union of Public Employees, Local 2111~~

Dated: _____ Dated: _____

LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111

Re: Displacement Rights for Food Service and Housekeeping Employees

Employees in the following classifications will maintain classification displacement rights in accordance with pay grade cluster that were in place prior to April 1, 2002:

Classification 2111	Rate of Pay March 31, 2002	Pre April 1, 2002 Classifications Employees may displace into
Housekeeping Attendant I Food Service Attendant I	\$11.64 – \$12.70	Food Service Attendant I Housekeeping Attendant I Service Aide
Food Service Cashier	\$12.96 – \$14.42	Food Service Cashier, Clerk I, Receptionist, Clerk II, Typist II, Secretary I, Junior Clerk, Switchboard Operator, Food Service Attendant II, Housekeeping Attendant II, Housekeeping Attendant I, Food Service Attendant I, Laundry Worker II, Sewing Operator, Therapy Aide, Pharmacy Assistant, Service Aide Service Attendant, Porter, Maintenance Worker I
Housekeeping Attendant II Food Service Attendant II Cook's Assistant	\$12.74 - \$13.89	Junior Clerk, Clerk I, Receptionist, Food Service Attendant I, Food Service Attendant II Cook's Assistant, Housekeeping Attendant I, Housekeeping Attendant II, Laundry Worker II, Sewing Machine Operator, Service Aide, Service Attendant, Porter, Maintenance Worker I
Cook I	\$14.92 – \$16.43	Junior Clerk, Clerk I, Receptionist, Food Service Attendant I, Cook's Assistant, Housekeeping Attendant I, Housekeeping Attendant II, Laundry Worker II, Sewing Machine Operator, Service Aide, Service Attendant, Porter, Maintenance Worker I, Clerk II, Typist II, Secretary I, Switchboard Operator, Clerk III, Typist III, Secretary II, Admitting Officer, Medical Library Assistant, Clerk IV, Secretary III, Food Services Cashier, Food Service Attendant II, Cook I, Laundry Worker III, Working Leader, Therapy Aide, Surgical Processor, Pharmacy Assistant, Working Leader – CS, Computer Operator, Center Core Attendant, Stores Attendant, Senior Stores Attendant ,

		Receiver, Maintenance Worker II
Cook II (previously Cook III) Baker	\$16.13 – \$18.02	Junior Clerk, Clerk I, Receptionist, Food Service Attendant I, Cook's Assistant, Housekeeping Attendant I, Housekeeping Attendant II, Laundry Worker II, Sewing Machine Operator, Service Aide, Service Attendant, Porter, Maintenance Worker I, Clerk II, Typist II, Secretary I, Switchboard Operator, Clerk III, Typist III, Secretary II, Admitting Officer, Medical Library Assistant, Clerk IV, Secretary III, Food Services Cashier, Food Service Attendant II, Cook I, Laundry Worker III, Working Leader, Therapy Aide, Surgical Processor, Pharmacy Assistant, Working Leader – CS, Computer Operator, Center Core Attendant, Stores Attendant, Senior Stores Attendant , Receiver, Maintenance Worker II
Butcher	\$16.91 – \$18.85	Junior Clerk, Clerk I, Receptionist, Food Service Attendant I, Cook's Assistant, Housekeeping Attendant I, Housekeeping Attendant II, Laundry Worker II, Sewing Machine Operator, Service Aide, Service Attendant, Porter, Maintenance Worker I, Clerk II, Typist II, Secretary I, Switchboard Operator, Clerk III, Typist III, Secretary II, Admitting Officer, Medical Library Assistant, Clerk IV, Secretary III, Food Services Cashier, Food Service Attendant II, Cook I, Laundry Worker III, Working Leader, Therapy Aide, Surgical Processor, Pharmacy Assistant, Working Leader – CS, Computer Operator, Center Core Attendant, Stores Attendant, Senior Stores Attendant , Receiver, Maintenance Worker II, Maintenance Worker III, Purchasing Assistant

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING

BETWEEN

**CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL**

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

Re: Red Circled Employees

Employees whose rates of pay are currently red-circled shall receive a lump sum payment effective April 1, 2008, April 1, 2009 and April 1, 2010 in accordance with increases provided in the Collective Agreement in lieu of an increase to their basic rates of pay. The lump sum payment shall be paid in two equal installments (October 1 and March 31) based on regular hours worked in that six-month period.

Red-circled Employees who cease to be covered under this Letter of Understanding because their rate of pay on the salary schedule reaches or exceeds their red-circled rate shall be paid a lump sum payment which ensures that they receive a total of the applicable percentage increase for that period effective April 1, 2008, April 1, 2009 and April 1, 2010 in combination with an increase to their basic rates of pay and lump sum. The lump sum payment shall be paid in two equal installments (October 1 and March 31).

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

Re: Apprenticeship

The Employer and the Union agree that the training of tradespersons through the apprenticeship system is essential to ensure an adequate supply of competent tradespersons for the future of the industry, and to that end, agree as follows:

1. a) An emphasis on recruiting apprentices shall be made;
 - b) Apprentices will be supported during their school period by being paid their regular wage for eight hours per day, Monday to Friday while in attendance at school. If the apprentice is unsuccessful in completing their school period, the Employer shall not be required to pay for the next school period. If that school period is successfully completed, the Employer shall resume paying regular wages during the subsequent school periods, subject to successful completion.
 - c) The Employer shall pay for any tuition fees, books, and course materials required for the apprentice to attend the school periods.
 - d) The employee shall enter into a Return Service Commitment Agreement.
2. When an apprenticeship is offered to an Employee, the rate of pay shall be:
- Year 1: Sixty percent (60%) of the applicable Journeyman Job Rate of Pay.
 - Year 2: Seventy percent (70%) of the applicable Journeyman Job Rate of Pay.
 - Year 3: Eighty percent (80%) of the applicable Journeyman Job Rate of Pay.
 - Year 4: Ninety percent (90%) of the applicable Journeyman Job Rate of Pay.

3. For new employees in the first year of employment, their rate of pay shall be at the appropriate percentage of the journeyman Start Rate of Pay pursuant to clause 14.02. Thereafter their rate of pay shall be at the appropriate percentage of the journeyman Job Rate.
4. When an apprentice is on an approved leave of absence for educational reasons related to the apprenticeship program, the cost sharing for health benefits shall continue.

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING

BETWEEN

**CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL**

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

Re: Recognition of Previous Experience

1. Article 14.03 shall be amended for new Caritas Health Group Employees hired during the life of the current collective agreement into Classifications listed below as follows:

“14.03 Upon verification of a new Caritas Health Group Employee having job specific and relevant experience within the preceding twelve (12) months, the Employee’s starting salary may be adjusted one salary increment for each full year of service, up to and including the appropriate Step listed below.”

Affected Classification	New Employees hired after March 31, 2008	New Employees hired after March 31, 2009	New Employees hired after March 31, 2010	New Employees hired after March 31, 2011
Clerk I	Up to Step 6	Up to Step 6	Up to Step 6	Up to Step 6
Clerk II	Up to Step 6	Up to Step 6	Up to Step 6	Up to Step 6
Clerk III Switchboard Operator	Up to Step 4	Up to Step 5	Up to Step 6	Up to Step 6
Clerk IV Medical Library Assistant Secretary I	Up to Step 3	Up to Step 4	Up to Step 5	Up to Step 6

Clerk V Medical Secretary Secretary II Medical Transcriptionist	Up to Step 2	Up to Step 3	Up to Step 4	Up to Step 5
Clerk VI Accounting Clerk Secretary III Coordinator	Up to Step 2	Up to Step 3	Up to Step 4	Up to Step 5
Surgical Processors	Up to Step 4	Up to Step 5	Up to Step 5	Up to Step 5

- In the event that market adjustments with multiple increments are provided to other classifications, the Parties will assess whether amendments are required to Article 14.03

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111
RE: Mutual Agreement to Adjust FTE's

WHEREAS the Parties see the mutual value in:

- Providing Employees with confirmation of their full-time equivalent (FTE):
- Defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- Developing larger FTEs and more full-time positions;

The Parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Union.
 - (a) The process for requesting a change to FTEs shall be as follows:
 - (i) Employees may request to increase or decrease the Employee's FTE. The Employer shall advise the Union of such request.
 - (ii) The Employer may offer to increase an Employee's FTE following consultation with the Union.
 - (iii) Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with the Letter of Understanding.
 - (b) Where mutual agreement is reached in accordance with paragraph 1(a) above:
 - (i) regular hours of work for that classification within the bargaining unit shall not be reduced.
 - (ii) amendments to FTEs will be limited to the work area from which the original request was received.
 - (iii) such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.

2. Mutual agreement to amend FTEs shall not be considered a violation of Article 33: Appointments, Promotions, Transfers and Vacancies and Article 36: Layoff and Recall Procedure.
3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.
4. This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later. If this Letter of Understanding expires and is not renewed, any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

RE: Educational Opportunities
Surgical Processor Training Program
(the "Program")

Whereas it is the intention of the parties to support staff in the Program, the parties agree as follows:

1. The Employer agrees to fund employees selected by the Employer and accepted as Surgical Processor Trainees up to a maximum of two thousand five hundred (\$2,500) dollars for tuition/registration, course examination and one writing of the certification examination (note: if the certification examination is re-written it shall be at the employee's expense). Should the tuition/registration, course examination and certification examination cost of the Programs increase, the Employer agrees to increase the amount of funding to cover the tuition/registration cost of the programs.
2. Funded employees agree to a Return-Service Commitment with the Employer of 2022.75 regular hours worked in the Sterile Processing Department, by signing the Return Service Commitment Agreement. This Return-Service Commitment commences following completion of the program inclusive of the clinical practicum and the trial or probation period in the program as applicable.
3. Should the Employee voluntarily terminate from the Program before the completion of the Return-Service Commitment, the funds referred to in #1 will immediately become due and payable to the Employer. The amount to be repaid to the Employer will be pro-rated and the Employee shall pay 1/12 of the full amount for each month not worked. The Employee agrees that the Employer reserves the right to collect any monies owing. The Employee agrees to have monies owing deducted from his/her paycheque. The Employer will consider amending or waiving the repayment as deemed appropriate by the Employer in situations where there are extenuating circumstances leading up to the voluntary termination, which are substantiated to the satisfaction of the Employer.
4. The Employer agrees to pay the Employee at the basic rate of pay for attendance in the Program. Part-Time or casual Employees attending the program on a full-time basis will be paid at the basic rate of pay for all hours in attendance, not to exceed a 1.00 Full-Time equivalency (FTE).

5. Sponsored participants will be selected for Full-Time or Part-Time positions in accordance with Article 33: Appointments, Promotions, Transfers, and Vacancies of the Collective Agreement. All provisions of the Collective Agreement apply during the term of the Program. Clauses 13.01 and 33.07 (a) shall be amended as follows:
 - (a) The probationary period shall begin upon commencement into the Program and shall end following five hundred and three point seven five (503.75) regular hours worked following completion of the Program.
 - (b) The trial period shall begin upon commencement into the Program and shall end following three hundred and twenty five point five (325.5) regular hours worked following completion of the Program.
6. This Letter of Understanding shall be reviewed annually, by the parties.
7. If either party wishes to terminate this letter, they shall provide 90 days notice. The letter will not cease being applied until the current training programs have been completed. If there is a training program planned to commence within the 90 calendar day notice period, this letter will continue to apply to the planned program.

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

**LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL**

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

Re: Return Service Commitment – Laboratory Assistant Training Program Initiative

Whereas it is the intention of the Parties to facilitate recruitment of qualified applicants to Laboratory Assistant positions in a manner that is mutually beneficial to the applicant and the Employer, the Parties agree to the following:

1. The Employer will provide a sixteen (16) week in-house Laboratory Assistant Training Program that will qualify applicants for vacant Laboratory Assistant positions within the Employer’s Laboratory Services. During the period of the training program the “Trainee” will be out of the scope of the bargaining unit and will receive a stipend.
2. Upon successful completion of the sixteen (16) week in-house Laboratory Assistant Training Program, appointments to vacancies or casual status will be at the current Step I basic rate of pay for Laboratory Assistant I.
3. Letters of Offer will include a Return Service Commitment for consideration of the stipend paid during the Laboratory Assistant Training Program. The length of the return service commitment shall be twelve (12) months in a full-time capacity or the equivalent of 2022.75 hours in either a part-time or casual status.
4. Should the employee resign from the Employer or be terminated prior to completing 2022.75 hours worked (12 months), the employee will be required to reimburse the Employer for a portion of the total amount of the trainee stipend received. The portion to be reimbursed shall be calculated as a pro-rated amount equalling the total amount of the stipend divided by 2022.75 X number of hours remaining in the return service commitment.
5. This Letter of Understanding may be terminated by either Party by providing ninety (90) calendar days notice in writing of such intent. The termination of the Letter of Understanding does not negate any prior existing return service commitment with employees.

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

Re: Lump Sum Payments for Eligible Employees

The parties agree that:

1. Regular employees that either did not receive a market adjustment on March 31, 2008, or did not receive a market adjustment through Collective Bargaining, shall receive a one-time lump sum payment, to be paid as follows:
 - (a) Regular full-time employees shall receive \$750.00 subject to paragraph 2 below.
 - (b) Regular part-time and casual employees shall receive \$750.00, prorated on their hours paid at the basic rate of pay, between April 1, 2008 and the date of ratification.
2. Employees who commence employment, change their employment status within the defined qualifying period, or are on an unpaid leave of absence for greater than 30 days shall have their entitlement prorated in accordance with paragraph 1(a) and (b) above.
3. Employees who have terminated their employment between April 1, 2008 and the implementation date of this Letter of Understanding, shall be entitled to the lump sum payment in accordance with clause 2, prorated in accordance with 1(a) and (b) above, for the period up to and including the date of termination.
4. Employees covered under the Letter of Understanding Re: Red Circled Employees will receive a prorated lump sum payment, in accordance with paragraph 1(a) and (b) above, provided the difference between the employee's red-circled rate of pay and the rate of pay on the salary schedule is less than \$0.37. The lump sum payment amount will be calculated based on the difference between the employee's red circled rate and the \$0.37 rate as calculated above. Where an employee's red-circled rate of pay exceeds the rate of pay on the salary schedule by \$0.37 or more, the lump sum will not be payable.

5. The lump sum payments will not be pension eligible.

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

Dated: _____

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

LETTER OF UNDERSTANDING

BETWEEN

**CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL**

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

Re: Temporary Off-Site Assignment

Whereas the parties recognize there will be opportunity for Employees to be assigned temporarily to a different site; and

Whereas when this opportunity arises, the Employer will ensure the Employee being requested to work off-site is capable of performing the required duties; and

Whereas Employee assigned to a different site will have their collective agreement rights, base site, salary and benefits maintained as per the Collective Agreement

The Parties agree to the following:

1. An Employee may be directed to temporarily perform functions at another site.
2. The length of exchange between sites covered by different bargaining certificates shall not exceed two (2) days, unless extended by mutual agreement between the Unions and Management.
3. Site to site transportation shall be provided whenever possible. If the Employee's vehicle is used, the Employee shall receive a travel allowance in accordance with the Employer's Travel Policy for the return distance between the base site and assigned site.
4. Every possible effort will be made to call in the Employees normally based in the Department at that site prior to assigning Employees from other sites.
5. This letter may be renewed by agreement of the parties upon expiration.

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
BETWEEN
CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

Re: Classification Review – Service Workers

The Employer has identified a need to create a classification series of Service Worker I, Service Worker II, and Service Worker III. The following classifications, but not limited to, will be reviewed to determine the appropriate assignment of the current classifications into this series.

Service Aide
Porter

Attendant (OR)
Service Attendant

The Employer proposes the following salary schedule:

Series	Classification	Effective Date	Step 1	Step 2
	Service Worker I	1-Apr-08	15.49	16.89
		1-Apr-09	16.26	17.73
		1-Apr-10	17.07	18.62
Series	Classification	Effective Date	Step 1	Step 2
	Service Worker II	1-Apr-08	16.14	17.61
		1-Apr-09	16.95	18.49
		1-Apr-10	17.80	19.41
Series	Classification	Effective Date	Step 1	Step 2
	Service Worker III	1-Apr-08	16.82	18.22
		1-Apr-09	17.52	18.97
		1-Apr-10	18.26	19.78

1. The Classification review may include updating existing job descriptions, altering the duties of the affected classification(s), or creating new classifications as necessary.
2. Employees affected by the classification review will be placed into the appropriate classification in accordance with Articles 9, and 14 of the Collective Agreement.

3. Where the Employer significantly alters the duties of an existing classification, or creates a new classification, the Employer will notify the Union of same and propose a rate of pay in accordance with Article 9 of the Collective Agreement.
4. Every effort will be made to complete the classification review by April 1, 2010, unless a later date is mutually agreed upon by the Parties.

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

Dated: _____

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

LETTER OF UNDERSTANDING

BETWEEN

**CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL**

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

Re: Classification Review – Supply Series

1. The Employer has identified a need to conduct a classification review, but not limited to, for the following classifications;

Senior Stores Attendant
Stores Attendant
Dispatcher

Receiver
Centre Core Attendant

2. The Classification review may include updating existing job descriptions, altering the duties of the affected classification(s), or creating new classifications as necessary.
3. Employees affected by the classification review will be placed into the appropriate classification in accordance with Articles 9, and 14 of the Collective Agreement.
4. Where the Employer significantly alters the duties of an existing classification, or creates a new classification, the Employer will notify the Union of same and propose a rate of pay in accordance with Article 9 of the Collective Agreement.
5. Every effort will be made to complete the classification review by April 1, 2010, unless a later date is mutually agreed upon by the Parties.

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING

BETWEEN

**CARITAS HEALTH GROUP
OPERATING THE MISERICORDIA COMMUNITY HOSPITAL**

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2111

Re: Preceptor Pay

1. An Employee assigned by the Employer to act as a Preceptor for students in a post secondary education or training program shall received an additional sixty-five cent (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in the assignment.
2. "Preceptor" shall mean an Employee who is assigned by the Employer to supervise, educate and evaluate students in a post-secondary training program.

**On behalf of Caritas Health Group Operating
The Misericordia Community Hospital**

**On behalf of the Canadian Union
of Public Employees, Local 2111**

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING

Between

CARITAS HEALTH GROUP

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111

Notwithstanding the provisions of Article 4 (Union Recognition) of the current Agreement between the Caritas Health Group and C.U.P.E., Local 2111 and Article 3 (Union Recognition, Membership and Dues deduction) of the current agreement between Caritas Health Group and I.U.O.E., Local Union No. 955, the parties hereby agree that for the term April 1, 2008 to March 31, 2011 or until the date of ratification of the next Collective Agreement, whichever is later, the following provisions shall apply:

1. Qualified employees employed as Electronic Technologist or Journeyman Tradesmen may be assigned by mutual agreement to the Edmonton General, Misericordia or Grey Nuns sites provided that hours worked away from the employees base site remain equal between bargaining units.
2. The employee's base site shall be identified.
3. The length of exchange between sites covered by different bargaining certificates shall not exceed two (2) days, unless extended by mutual agreement between the Unions and Management.
4. Site to site transportation shall be provided whenever possible. If the employee's vehicle is used, the employee shall receive a travel allowance in accordance with the Employer's Travel Policy or the Government of Alberta rate, whichever is higher for the return distance between the base site and assigned site.
5. In the event of an emergency call-in or overtime at any particular site, every possible effort will be made to call in the employees normally based at that site.

This letter may be renewed by agreement of the parties upon expiration.

ON BEHALF OF
**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL UNION
NO. 955**

ON BEHALF OF THE UNION
**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2111**

Paul Bokowski, Business Manager

Bruce Kosmack, President

DATE

ON BEHALF OF
CARITAS HEALTH GROUP

DATE

DATE

CUPE Local 2111

Clerical Group

Series	Classification	Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1.1	Clerk I	31-Mar-08	14.35	14.92	15.52	16.14	16.79	17.46
	-	1-Apr-08	15.07	15.67	16.30	16.95	17.63	18.33
	-	1-Apr-09	15.82	16.45	17.12	17.80	18.51	19.25
	-	1-Apr-10	16.61	17.27	17.98	18.69	19.44	20.21

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1.2	Clerk II	31-Mar-08	15.35	15.96	16.60	17.26	17.95	18.67
	-	1-Apr-08	16.12	16.76	17.43	18.12	18.85	19.60
	-	1-Apr-09	16.93	17.60	18.30	19.03	19.79	20.58
	-	1-Apr-10	17.78	18.48	19.22	19.98	20.78	21.61

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1.3	Clerk III	31-Mar-08	16.96	17.64	18.35	19.08	19.84	20.63
	Switchboard Operator	1-Apr-08	17.81	18.52	19.27	20.03	20.83	21.66
	-	1-Apr-09	18.70	19.45	20.23	21.03	21.87	22.74
	-	1-Apr-10	19.64	20.42	21.24	22.08	22.96	23.88

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1.4	Clerk IV	31-Mar-08	18.79	19.54	20.32	21.13	21.98	22.86
	Medical Library Assistant	1-Apr-08	19.73	20.52	21.34	22.19	23.08	24.00
	Secretary I	1-Apr-09	20.72	21.55	22.41	23.30	24.23	25.20
	-	1-Apr-10	21.76	22.63	23.53	24.47	25.44	26.46

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1.5	Clerk V	31-Mar-08	20.52	21.34	22.19	23.08	24.00	24.95
	Medical Secretary	1-Apr-08	21.55	22.41	23.30	24.23	25.20	26.20
	Secretary II	1-Apr-09	22.63	23.53	24.47	25.44	26.46	27.51
	Medical Transcriptionist	1-Apr-10	23.76	24.71	25.69	26.71	27.78	28.89

Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1.6	Clerk VI	31-Mar-08	22.34	23.23	24.16	25.13	26.14	27.19
	Accounting Clerk	1-Apr-08	23.46	24.39	25.37	26.39	27.45	28.55
	Secretary III	1-Apr-09	24.63	25.61	26.64	27.71	28.82	29.98
	Coordinator	1-Apr-10	25.86	26.89	27.97	29.10	30.26	31.48

Food Services Group

Series	Classification	Effective Date	Step 1	Step 2
2.1	Food Service Attendant I	31-Mar-08	13.24	14.44
	Food Services Cashier	1-Apr-08	13.90	15.16
	-	1-Apr-09	14.60	15.92
	-	1-Apr-10	15.33	16.72

Series	Classification	Effective Date	Step 1	Step 2
--------	----------------	----------------	--------	--------

2.2	Food Services Cashier (Move to series 2.1 and red-circle)	1-Apr-07	14.09	15.68

Series	Classification	Effective Date	Step 1	Step 2
2.3	Food Services Attendant II Cook's Assistant	31-Mar-08	14.48	15.81
		1-Apr-08	15.20	16.60
		1-Apr-09	15.96	17.43
		1-Apr-10	16.76	18.30

Series	Classification	Effective Date	Step 1	Step 2
2.4	Cook I	31-Mar-08	16.97	18.68
		1-Apr-08	17.82	19.61
		1-Apr-09	18.71	20.59
		1-Apr-10	19.65	21.62

Series	Classification	Effective Date	Step 1	Step 2
2.5	Baker	31-Mar-08	19.23	21.43
		1-Apr-08	20.19	22.50
		1-Apr-09	21.20	23.63
		1-Apr-10	22.26	24.81

Series	Classification	Effective Date	Step 1	Step 2
2.6	Cook II	31-Mar-08	19.23	21.43
		1-Apr-08	20.19	22.50
		1-Apr-09	21.20	23.63
		1-Apr-10	22.26	24.81

Series	Classification	Effective Date	Step 1	Step 2
2.7	Butcher	31-Mar-08	19.23	21.43
		1-Apr-08	20.19	22.50
		1-Apr-09	21.20	23.63
		1-Apr-10	22.26	24.81

Cleaning Group

Series	Classification	Effective Date	Step 1	Step 2
3.1	Housekeeping Attendant I	31-Mar-08	13.24	14.44
		1-Apr-08	13.90	15.16
		1-Apr-09	14.60	15.92
		1-Apr-10	15.33	16.72

Series	Classification	Effective Date	Step 1	Step 2
3.2	Housekeeping Attendant II	31-Mar-08	14.48	15.81
		1-Apr-08	15.20	16.60
		1-Apr-09	15.96	17.43

		1-Apr-10	16.76	18.30				
Series	Classification	Effective Date	Step 1	Step 2				
3.3	Laundry Worker II Sewing Operator	1-Apr-08	16.05	17.50				
		1-Apr-09	16.86	18.38				
		1-Apr-10	17.70	19.30				
Series	Classification	Effective Date	Step 1	Step 2				
3.4	Working Leader	31-Mar-08	17.11	18.86				
		1-Apr-08	17.97	19.80				
		1-Apr-09	18.87	20.79				
		1-Apr-10	19.81	21.83				
Medical and Technical Support								
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
4.1	Therapy Aide Radiology Aide	1-Apr-08	15.99	16.46	16.91	17.38	17.84	
		1-Apr-09	16.79	17.28	17.76	18.25	18.73	
		1-Apr-10	17.63	18.14	18.65	19.16	19.67	
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
4.2	Therapy Assistant	1-Apr-08	18.97	19.68	20.43	21.11	21.77	
		1-Apr-09	19.92	20.66	21.45	22.16	22.85	
		1-Apr-10	20.92	21.69	22.53	23.27	24.00	
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
4.3	Surgical Processor - -	31-Mar-08	16.96	17.55	18.10	18.71	19.33	
		1-Apr-08	17.81	18.43	19.01	19.65	20.30	
		1-Apr-09	18.70	19.35	19.96	20.63	21.31	
		1-Apr-10	19.63	20.32	20.95	21.66	22.38	
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
4.4	Pharmacy Assistant	1-Apr-08	15.75	16.32	16.91	17.48	18.08	
		1-Apr-09	16.54	17.14	17.76	18.36	18.99	
		1-Apr-10	17.36	17.99	18.65	19.27	19.93	
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	
4.5	Working Leader - CS	31-Mar-08	19.78	20.27	20.78	21.30	21.75	
		1-Apr-08	20.77	21.28	21.82	22.37	22.84	
		1-Apr-09	21.81	22.35	22.91	23.48	23.98	
		1-Apr-10	22.90	23.47	24.06	24.66	25.18	
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4.6 (new)	Laboratory Assistant I	30-Mar-08	17.08	18.59				
		31-Mar-08	17.08	17.76	18.47	19.21	19.97	20.49
		1-Apr-08	17.93	18.65	19.39	20.17	20.97	21.51
		1-Apr-09	18.83	19.58	20.36	21.18	22.02	22.59

		1-Apr-10	19.77	20.56	21.38	22.24	23.12	23.72	
Series	Classification	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
4.7 (new)	Laboratory Team Lead	30-Mar-08	20.02	20.82					
		31-Mar-08	20.02	20.82	21.65	22.52	23.42	24.03	
		1-Apr-08	21.02	21.86	22.73	23.65	24.59	25.23	
		1-Apr-09	22.07	22.95	23.87	24.83	25.82	26.49	
		1-Apr-10	23.18	24.10	25.06	26.07	27.11	27.82	
Series	Classification	Effective Date	Step 1						
4.8 (new)	Surgical Processor - Developmental	1-Apr-08	16.92						
		1-Apr-09	17.76						
		1-Apr-10	18.65						
Materials and Supply Management Group									
Series	Classification	Effective Date	Step 1	Step 2					
5.1	Service Aide	1-Apr-08	14.66	16.01					
		1-Apr-09	15.39	16.81					
		1-Apr-10	16.16	17.65					
Series	Classification	Effective Date	Step 1	Step 2					
5.2	Service Attendant Porter	1-Apr-08	16.14	17.61					
		1-Apr-09	16.95	18.49					
		1-Apr-10	17.80	19.41					
Series	Classification	Effective Date	Step 1	Step 2					
5.3	Centre Core Attendant	1-Apr-08	17.72	18.33					
		1-Apr-09	18.61	19.25					
		1-Apr-10	19.54	20.21					
Series	Classification	Effective Date	Step 1	Step 2					
5.4	Stores Attendant Dispatcher	1-Apr-08	16.97	18.95					
		1-Apr-09	17.82	19.90					
		1-Apr-10	18.71	20.90					
Series	Classification	Effective Date	Step 1	Step 2					
5.5	Senior Stores Attendant	1-Apr-08	18.53	20.70					
		1-Apr-09	19.46	21.73					
		1-Apr-10	20.43	22.82					
Series	Classification	Effective Date	Step 1	Step 2					
5.6	Receiver	1-Apr-08	17.49	19.64					
		1-Apr-09	18.37	20.62					
		1-Apr-10	19.29	21.64					

Series	Classification	Effective Date	Step 1	Step 2
5.7 (new)	Attendant (OR)	1-Apr-07	15.32	17.11
		1-Apr-08	16.09	17.97
		1-Apr-09	16.89	18.86
		1-Apr-10	17.73	19.81

Maintenance and Trades Group

Series	Classification	Effective Date	Step 1	Step 2
6.1	Maintenance Worker I	31-Mar-08	17.20	18.73
		1-Apr-08	18.06	19.67
		1-Apr-09	18.96	20.65
		1-Apr-10	19.91	21.68

Series	Classification	Effective Date	Step 1	Step 2
6.2	Maintenance Worker II	31-Mar-08	19.47	21.25
		1-Apr-08	20.44	22.31
		1-Apr-09	21.46	23.43
		1-Apr-10	22.53	24.60

Series	Classification	Effective Date	Step 1	Step 2
6.3	Maintenance Worker III	31-Mar-08	22.51	24.54
		1-Apr-08	23.64	25.77
		1-Apr-09	24.82	27.06
		1-Apr-10	26.06	28.41

Series	Classification	Effective Date	Step 1	Step 2
6.4	Power Engineer (4th)	31-Mar-08	25.11	27.20
		1-Apr-08	26.37	28.56
		1-Apr-09	27.69	29.99
		1-Apr-10	29.07	31.49

Series	Classification	Effective Date	Step 1	Step 2
6.5	Draftsperson	31-Mar-08	24.78	27.18
		1-Apr-08	26.37	28.56
		1-Apr-09	27.69	29.99
		1-Apr-10	29.07	31.49

Series	Classification	Effective Date	Step 1	Step 2
6.6	Power Engineer (3rd)	31-Mar-08	27.17	29.44
		1-Apr-08	28.53	30.92
		1-Apr-09	29.96	32.47
		1-Apr-10	31.46	34.09

Series	Classification	Effective Date	Step 1	Step 2
6.8	Power Engineer (2nd)	31-Mar-08	31.46	34.20

		1-Apr-08	33.03	35.91
		1-Apr-09	34.68	37.71
		1-Apr-10	36.41	39.60
Series	Classification	Effective Date	Step 1	Step 2
6.9	Mechanic/Welder	31-Mar-08	30.97	33.45
		1-Apr-08	32.52	35.12
		1-Apr-09	34.15	36.88
		1-Apr-10	35.86	38.72
Series	Classification	Effective Date	Step 1	Step 2
6.1	Painter	31-Mar-08	25.49	27.97
		1-Apr-08	26.76	29.37
		1-Apr-09	28.10	30.84
		1-Apr-10	29.51	32.38
Series	Classification	Effective Date	Step 1	Step 2
6.11	Carpenter	31-Mar-08	26.74	29.08
		1-Apr-08	28.08	30.53
		1-Apr-09	29.48	32.06
		1-Apr-10	30.95	33.66
Series	Classification	Effective Date	Step 1	Step 2
6.12	Refrigeration and Air Conditioning Mechanic	31-Mar-08	30.97	33.45
	Electronics Tech II	1-Apr-08	32.52	35.12
	Electrician	1-Apr-09	34.15	36.88
	Plumber / Steamfitter	1-Apr-10	35.86	38.72
	Instrument Mechanic			