

COLLECTIVE AGREEMENT

BETWEEN

THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 955

AND

CARITAS HEALTH GROUP
(GREY NUNS COMMUNITY HOSPITAL AND
EDMONTON GENERAL CONTINUING CARE
CENTRE)

APRIL 1, 2002 – MARCH 31, 2005

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ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 (a) Except as otherwise stated elsewhere in this Collective Agreement, this Collective Agreement, unless altered by mutual consent of both parties hereto, shall be in force and effect from and after April 1, 2002 to March 31, 2005, and from year to year thereafter unless amended or terminated. All provisions of this Agreement shall become effective on the date of Union ratification unless specifically provided. Notification of desire to amend or terminate may be given in writing by either party during a period of not less than sixty (60) days nor more than one hundred and twenty (120) days prior to its expiration date.
- (b) This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

ARTICLE 2: DEFINITIONS

- 2.01 Whenever the singular or male context is used, it shall be considered to be the plural or feminine where the context so requires.
- 2.02 An “employee” shall mean any person occupying a classification covered by this Collective Agreement, and whose employment is designated as:
- (a) “Regular employee” shall mean one who works on a full-time or part-time basis:
- (i) “Full-time employee” shall mean an employee who is scheduled to work the hours specified in Article 9 (Hours of Work)
- (ii) “Part-time employee” shall mean an employee who works scheduled shifts and whose hours of work are specified in Article 35.02 (Hours of Work)
- (b) “Relief employee” shall mean an employee who is hired to fill a position(s) made available as a result of a sickness, injury, approved leave of absence, vacation or Named Holiday, or for a specific job for a period specified at the time of hire of twelve (12) months or less. When a relief employee is hired for a specific job, the Employer shall advise the Union in writing of the relief employee’s name, classification, department and nature of the relief assignment. The term of employment of such relief employee may be extended only by mutual agreement in writing, between the Employer and the Union. A relief employee may work either full-time or part-time hours.
- 2.03 “Day off” or “days of rest” shall mean the regular day(s) off as posted in the shift schedule.
- 2.04 “Employer” shall mean the individual hospital signatory to this Collective Agreement or their lawful successor(s).
- 2.05 “Bargaining Unit” shall mean the unit of Employees as specified in the wage appendix attached hereto.

- 2.06 “Shift Schedule” shall mean the posted schedule of hours normally worked at straight time rates of pay.
- 2.07 The term “Engineer(s)” shall mean engineers who are employed to operate boilers, generators, and all appliances and appurtenances thereto, and including Maintenance Engineers.
- 2.08 “Relief Engineer” shall mean a Regular Employee who is employed in a relief capacity to replace regular shift engineers in cases of illness, holidays, days off, or approved leaves of absence, and/or who performs maintenance work in the physical plant when not on shift in the steam plant.
- 2.09 “Basic Rate” shall mean the rate which is applicable as specified in the Salaries Appendix, exclusive of all other premium payments and allowances.

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP AND DUES DEDUCTION

- 3.01 The Employer recognizes the Union as the sole bargaining agent for the employees covered by this Collective Agreement.
- 3.02 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 3.03 The Employer recognizes that the employees covered by this Collective Agreement shall have the right to participate in the lawful activities of the Union outside of working hours. Union business shall not take place during employees’ working hours and/or on hospital premises without special permission from the Employer. During the employees’ normal working hours the job steward shall be allowed reasonable time to discuss grievances with the Employer and/or the grievor(s) and shall suffer no loss of pay should this discussion take place during the job steward’s scheduled shift. Such absences from duty are subject to approval by the Employer.
- 3.04 As a condition of employment each employee covered by this Collective Agreement shall have regular monthly union dues deducted and such deductions shall be remitted to the Union by the 15th day of the month following, together with a written statement of the names of the employees from whom deductions are made.
- 3.05 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 on the date 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 membership in the Union during the life of this Collective Agreement.
- 3.06 A duly accredited Officer of the Union, or Business Agent, shall be admitted to the Employer’s premises for the purpose of ensuring that the terms of the Collective Agreement are implemented provided permission is obtained from the Employer. Such permission will not be unreasonably denied.

- 3.07 An employee shall have the right, if he so chooses, to contact a job steward or other Union representative, and have such job steward or Union representative accompany him to a meeting at which disciplinary action is being imposed.

ARTICLE 4: MANAGEMENT RIGHTS

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

ARTICLE 5: STRIKES AND LOCKOUTS

- 5.01 There shall be no strike, slowdown, stoppage of work, or lockout during the life of this Collective Agreement. Should the Alberta Labour Relations Code be amended during the term of this Collective Agreement to provide for a legal strike or lockout, it shall be conducted according to the strict provisions of the legislation.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of an employee by reason of race, colour, creed, national origin, political or religious affiliation, sex, sexual preference, marital status, age, nor by reasons of membership or non-membership or lawful activity in the Union nor in respect of an employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

ARTICLE 7: LAY-OFF AND RECALL

- 7.01 (a) In reducing the workforce, layoffs shall be confined to the classification affected except where modified by the application of this Article. Wherever possible, the least senior employees shall be affected.
- (b) Subject to Article 8.01, where applicable, the Employer will notify affected employees fourteen (14) calendar days in advance of the layoff, except where the layoff results from an act of God, fire, flood, or a work stoppage by employees not covered by this Collective Agreement.
- (c) An employee who has received notice of layoff, provided he has greater seniority, can displace the least senior employee on the affected site within, or, if he is the least senior employee on the site, displace the least senior employee on an alternate site, within the same employment status, within an equal or lower paid classification for which he has the qualifications and experience, as established by the Employer, to satisfactorily perform the required duties.
- (d) An employee who has received notice of layoff shall advise the Employer, in writing, within forty-eight (48) hours as to his choice to displace (identifying the classification into which he would like to displace) or be placed on recall.

- (e) Displacement must occur within employment status (that is, full-time to full-time, part-time to part-time) except that a full-time employee may displace a part-time employee when no other full-time options are available.
- (f) A displacing employee shall be subject to a trial period of three hundred forty-eight (348) hours worked in which to demonstrate his ability to perform the required duties satisfactorily. If, in the opinion of the Employer, he fails to succeed during the trial period, he will be given forty-eight (48) hours to submit a second choice provided it is outside of the classification he first selected. Where a second option is not available, or if he is not successful in his second trial period, he will be placed on recall status.

7.02 Group Insurance Benefits will cease as of the employee's last day worked in his regular position except dental, supplementary medical and Alberta Health Care benefits which will continue until the end of the month in which the employee is laid off. Seniority shall continue to accrue in accordance with Article 12.02. An employee's rights while on layoff shall be limited to the right of recall only.

- 7.03 (a) The right to recall to a permanent position in the employee's classification shall extend for a period of twenty-four (24) months from the initial date of layoff. Employees will remain on recall until such time as they achieve a permanent position in an equal or higher paid classification than that which they were in at the time of layoff, provided they have maintained their pre-layoff FTE. An employee will be considered to have waived his rights to recall if he refuses recall to his previous classification at his pre-layoff FTE.
- (b) Recall shall occur in order of seniority provided the employee has the qualifications and experience necessary, as established by the Employer, to satisfactorily perform the required duties.
- (c) The method of recall shall be by telephone and, if contact with the employee is not accomplished, a letter shall be couriered to the employee's last known place of residence. The employee shall return to work no later than seven (7) days following notification or such later date which may be specified by the Employer, or he will be deemed to have waived his right to recall.

7.04 Employees on recall shall be offered available relief shifts within their classification on a priority basis over part-time and relief employees. Shifts worked in this manner shall not be considered as recall shifts and therefore will not affect the terms and conditions as set out above.

ARTICLE 8: CONTRACTING OUT, TECHNOLOGICAL CHANGE, AND SEVERANCE

8.01 In the event that the Employer plans technological change or the contracting out of a portion of present operations and this change or contracting out would result in the layoff of employees, the Employer will provide the Union with as much notice as possible, but in any event, not less than four (4) months notice of such layoff.

- 8.02 Where positions under the scope of this Collective Agreement are affected, the Employer will, subject to the terms of any other valid Collective Agreement affecting the Employer, give first consideration to placing affected employees in other suitable vacant positions within the Employer's premises. The operation of this clause shall not be construed to be a violation of the scheduling or posting provisions of Articles 9 and 29, respectively.
- 8.03 In the event the work performed by an Employee in the bargaining unit is contracted out, or is eliminated as a result of technological change, and no alternate employment is found for an affected Employee, 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 maximum payment of forty (40) weeks.
 - (b) Regular salary = (regularly scheduled hours of work) X (basic rate of pay).
- For calculation purposes, service in excess of six (6) months shall be considered a full year (e.g.: 5 years and 7 months would be considered 6 years of service).
- (c) An employee may voluntarily accept severance pay and terminate employment, if by doing so, another employee retains employment.

ARTICLE 9: HOURS OF WORK

- 9.01 The normal number of hours worked in a day shall be eight (8) hours.
- 9.02 The normal number of hours worked in a week shall be forty (40) as averaged over one complete cycle of the shift schedule.
- 9.03 As the Employer operates on a twenty-four (24) hour day and seven (7) days per week basis it will be necessary for employees to work shifts extending over the entire calendar week.
- 9.04 Days off shall be consecutive and shall be scheduled in such a manner as to equally distribute weekends (Saturdays and Sundays) amongst employees. The employee shall be provided as many weekends off as possible but, in any event, not less than two (2) weekends off in six (6).
- 9.05 Shift schedules shall be posted not less than ten (10) calendar days in advance. Where a change is made to the shift schedule, without the employee being notified at least ten (10) calendar days in advance, except in the case of an emergency or where the change is by mutual agreement between the Employer and the employee, he shall be paid at two times (2x) his basic rate for all hours worked on the first shift of the changed schedule.
- 9.06 The first shift of the day shall be that shift where the majority of scheduled hours of work fall between midnight and 0800 hours.
- 9.07 Where an employee reports for work as scheduled and is requested by the Employer to return for work on a later shift, the employee shall be paid a minimum of four (4) hours at his regular rate.

- 9.08 The provisions of this Article are intended to establish a basis for the computation of overtime, and shall not be construed as a guarantee of hours of work per day or per week.
- 9.09 Two fifteen (15) minute rest periods will be provided during each full shift. One fifteen (15) minute rest period will be provided in the event that an employee works a half shift of four (4) hours.
- 9.10 When an employee is called away to work after commencing a scheduled meal period, he shall receive payment at his basic rate for such meal period and be allowed to take an additional meal period at a later time in his shift. For the second meal period, the employee shall continue to receive his basic rate of pay. This clause shall not apply to those employees covered by Article 2.08 and 2.09.

ARTICLE 10: OVERTIME

- 10.01 The Employer shall determine when overtime is necessary and for what period of time it is required. Effective February 25, 2003, all authorized time worked in excess of eight (8) hours per day shall be paid at the rate of two times (2x) his basic rate.
- 10.02 An employee required to work by the Employer on his scheduled day(s) off shall be paid at the rate of two times (2x) his basic rate, unless the employee is given at least ten (10) calendar days notice of a change in his shift schedule.
- 10.03 An employee shall not be required to lay off during his regular shift to equalize any overtime worked previously.
- 10.04 Subject to operational requirements, an employee will receive time off in lieu of overtime, if desired. Such time off shall be the equivalent of the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed between the Employer and the employee. The maximum allowable hours in an employee's overtime bank, after adjustment at the applicable overtime rate, shall be ninety-six (96) hours.
- 10.05 An employee required to change shifts without being provided with sixteen (16) hours off duty shall be entitled to two times (2x) his basic rate for his first tour of duty on the new shift.
- 10.06 No employee shall be required to work more than sixteen (16) hours (regular and overtime) per day.

ARTICLE 11: CALL-BACK

- 11.01 When an employee is called back to work during his off-duty hours, the following shall apply:
- (a) a call-back will be paid for at the overtime rate as specified in Article 10.01 or for four (4) hours at the basic rate of pay, whichever is greater;
 - (b) an employee who is so called back to the Employer's premises shall be reimbursed for reasonable, necessary and substantiated transportation expense, and, if the employee travels for such purpose by private automobile, reimbursement shall be from the

employee's residence to the Employer's premises and return at the rate of thirty (30¢) cents per kilometer or such higher rate as determined by Employer policy.

11.02 When an employee is called in to work during his scheduled day(s) off, the following shall apply:

- (a) he shall be paid at the overtime rate as specified in Article 10.02, or for four (4) hours at the basic rate of pay, whichever is greater;
- (b) an employee who is called on a scheduled day off to work during such scheduled day off shall be reimbursed for reasonable, necessary, and substantiated transportation expense, and if the employee travels for such purpose by private automobile, reimbursement shall be from the employee's residence to the Employer's premises and return at the rate of thirty (30¢) cents per kilometer or such higher rate as determined by Employer policy.

ARTICLE 12: SENIORITY

12.01 "Seniority" is the total length of employment within the bargaining unit with the Employer calculated from the last date of hire, into a regular position, subject to 12.02 and 12.03 below.

12.02 Seniority shall continue to accrue during periods of both lay-off and leaves of absence.

12.03 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 for just cause that is upheld;
- b) upon the expiry of a period of time on layoff of twenty-four (24) months during which the employee has not been recalled;
- c) when an employee fails to return to work from a leave of absence or vacation, except for good and proper reasons acceptable to the Employer;
- d) when the employee requests and is granted a transfer from a regular full-time or part-time to a relief employee status.

12.04 Seniority will be re-credited if an employee who was promoted or transferred to a supervisory position outside the bargaining unit is returned to the bargaining unit within one (1) year.

ARTICLE 13: GRIEVANCE PROCEDURE AND ARBITRATION

13.01 For the purpose of this Collective Agreement, a grievance shall be defined as a difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

13.02 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) weekdays of the date they first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that "out of scope" person from whom an employee normally receives their work assignments. The employee shall have the right to be accompanied by the Job 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) weekdays of the date when the matter was first discussed. In the event that it is not resolved satisfactorily within ten (10) weekdays of its being discussed with the Immediate Supervisor, it will be advanced in accordance with the following steps.

Step II – If the grievance is not resolved under Step I above, the grievance shall, within ten (10) weekdays 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 Employer representative who will render a decision in writing to the Union within ten (10) weekdays of the receipt of the grievance by Human Resources, following a meeting with the Union that is attended by Human Resources.

Step III – If settlement is not reached within ten (10) weekdays of its submission to the Human Resources Department, the grievance may, within a further ten (10) weekdays, be referred by the representative of the Union to the Chief Executive Officer of the Hospital or designated representative, in writing, who shall respond within ten (10) weekdays of receipt of the grievance at this step.

13.03 Arbitration

If settlement is not reached as a result of the above steps, the grievance may be submitted to Arbitration. The grieving party shall, within ten (10) weekdays of the reply from the Chief Executive Officer or designated representative, notify the other party of its intention to take the matter to Arbitration and notify the other party of the name of its appointee to the Arbitration Board at the same time. The other party shall have ten (10) weekdays in which to notify the grieving party of the name of its appointee to the Arbitration Board. All notifications shall be in writing. The two appointees so named shall meet and endeavour to select a mutually acceptable Chairman. If they cannot agree upon a Chairman within ten (10) weekdays, they shall apply to the Minister of Labour for the Province of Alberta to appoint a Chairman. Following its appointment, the Arbitration Board shall meet to consider the matter in dispute. In reaching its decision, the Arbitration Board shall be governed by the terms of this Collective Agreement and shall not have the power to alter, amend, set aside or add to any provision of the Collective Agreement. The decision of the Arbitration Board shall be final and binding upon the parties hereto. The decision of a majority of the Arbitration Board shall be the award but, if there is no majority, the Chairman's decision shall govern.

13.04 Notwithstanding the preceding, the parties may mutually agree to submit a grievance to a single Arbitrator within ten (10) weekdays of the reply from the Chief Executive Officer or designated representative. The provisions applicable to an Arbitration Board shall also apply to a single Arbitrator.

- 13.05 The time limits specified throughout this Article are mandatory and may only be extended, in writing, by mutual agreement between the parties. In the event that the time limit under any step of the grievance procedure is exceeded without the mutual consent of the other party, in writing, the grievance shall:
- (a) in the case of the Union exceeding the time limit, be withdrawn, or
 - (b) in the case of the Hospital exceeding the time limit, be advanced to the next step.
- 13.06 Except in the case of a period of suspension or in the event of dismissal the employee shall continue to perform his required duties in a normal manner during any and all proceedings outlined in this Article.
- 13.07 Weekdays as referred to throughout this Article shall mean calendar days excluding Saturdays, Sundays and Named Holidays as specified in Article 21.01.

ARTICLE 14: TEMPORARY ASSIGNMENT

- 14.01 An employee placed, upon authorization of the Employer, in a supervisory position for more than one (1) working day, shall be paid, in addition to the basic rate of pay, an amount of one dollar and fifty (\$1.50) cents per hour retroactive to the date of being assigned to the position.
- 14.02 An employee who is required by the Employer to hold the Electrical Permit, or to act as the Operations Team Leader shall be paid, in addition to the basic rate of pay, an amount of one dollar (\$1.00) per hour retroactive to the date of being assigned the permit or being assigned the designation of Operations Team Leader.
- 14.03 For the premiums identified in Articles 14.01 and 14.02, where both premiums are applicable, both premiums will be paid.
- 14.04 An employee who is directed by the Employer to work temporarily in a higher wage classification within the bargaining unit, performing tasks unique to that classification for at least one (1) hours duration, shall be paid the corresponding rate of the higher classification until such time as he ceases to work in that capacity.
- 14.05 When an employee is required to temporarily perform the duties of a lower paid classification, his basic rate of pay will not be changed.

ARTICLE 15: SALARIES

- 15.01 (a) The basic rate of pay as set out in the Salaries Appendix shall be applicable on the dates and years indicated.
- (b) The Employer reserves the right to place a newly-hired employee at the step in the salary scale, which, in the opinion of the Employer, is appropriate and relevant to the experience of that employee.

- (c) Employees shall advance to the job rate after one thousand and forty (1,040) regular hours of work.

15.02 Provisions of this Collective Agreement in respect of salary, sick leave benefits, vacations, Named Holidays, and all other benefits, shall be applicable on a pro rata basis and each employee shall receive only that proportion of benefits that their period of actual service in the year bears to a year of full-time service.

15.03 If the Employer creates a new classification not now listed in the Salaries Appendix which both parties agree properly belongs within the scope of this Collective Agreement or which the Labour Relations Board rules that it properly belongs therein, the Employer shall establish a rate and give written notice of same to the Union. If the Union fails to object, in writing, within thirty (30) calendar days of such notification, the rate shall be considered as established. If the Union objects, in writing, within thirty (30) calendar days, the two (2) parties shall attempt to negotiate a mutually satisfactory rate. Should they fail to agree, the matter may be referred to Arbitration.

15.04 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 a position shall:

- (a) continue to receive their previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than their previous basic rate of pay, or for a period of twenty-four (24) months, whichever is earlier, at which time the employee will then receive the basic rate of pay for the classification to which the position is allocated or;
- (b) at the option of the employee exercise their displacement rights.

ARTICLE 16: PAYDAYS

16.01 Paydays will be as established by the Employer but in no event will employees be paid less frequently than twice monthly. A payday which coincides with a Saturday, or Sunday shall, instead, be the last preceding banking day. Should an error occur which requires an adjustment to an employee's pay cheque, the employee shall so notify the Employer. A reasonable effort shall be made by the Employer to correct such error as soon as possible. The Employer shall make every effort to maintain the practice of paying by direct bank deposit.

ARTICLE 17: SHIFT DIFFERENTIAL

17.01 A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid, effective February 25, 2003 to an employee working a shift where the majority of hours of such shift fall within the period of 1500 to 0700 hours. Shift differential shall not be considered part of the basic rate of pay. Any employees called in, called back, or scheduled to work overtime shall be entitled to this differential for all overtime hours worked, when the hours that they work at the

overtime rate fall within the period of 1500 to 0700 hours. This differential shall apply in addition to the overtime pay and shall not be multiplied by the overtime rate.

ARTICLE 18: WEEKEND PREMIUM

18.01 An employee shall be paid, in addition to his basic rate and any shift differential to which he may be entitled, a weekend premium of one dollar and seventy-five cents (\$1.75) per hour, effective February 25, 2003, when working a shift wherein the majority of hours of such shift falls within the sixty-four (64) hour period commencing at 1500 hours on Friday and concluding at 0700 hours on Monday. Any employees called in, called back, or scheduled to work overtime shall be entitled to this premium for all overtime hours worked, when the hours that they work at the overtime rate fall within the period commencing at 1500 hours on Friday and concluding at 0700 hours on Monday. This premium shall apply in addition to the overtime pay and shall not be multiplied by the overtime rate.

ARTICLE 19: LEAVES OF ABSENCE

19.01 A request for leave of absence without pay or benefits must be made, in writing, to the Department Head at least one (1) month in advance, except that, in extenuating circumstances, the required notice may be reduced. Granting of leave of absence is subject to the approval of the Employer.

19.02 Benefits do not accrue during any leave of absence without pay in excess of one (1) month. When an employee has been granted leave of absence such employee shall retain all seniority rights earned up to the date of commencement of leave, and seniority shall continue to accrue up to one (1) year.

19.03 In the case of a leave of absence of more than one (1) month's duration or a layoff not exceeding fourteen (14) months, the employee may, subject to the Insurer's requirements, make prior arrangements for the pre-payment of the full premiums of the applicable contributory benefit plans as outlined in Article 24.01 (a) and (b).

19.04 When an employee overstays his leave of absence without permission of the Employer, he shall be considered to have terminated his employment subject to clauses 12.03 and 26.03.

19.05 Up to a maximum of two (2) Union representatives shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer.

19.06 The Employer shall grant leave of absence without loss of seniority to an employee who is required, by law, to serve as a juror or witness in a court of law. The Employer shall pay such employee the difference between his normal earnings and the amount of conduct pay he receives for services as a juror or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of such service and the amount of conduct pay received.

19.07 Subject to sufficient notice being given to the Employer, an employee will be granted time off without pay to write an Alberta Boiler Safety Association Examination or other trade

examinations deemed appropriate by the Employer. Upon proof of having passed the examination, the employee shall be reimbursed at the basic rate for such time off without pay.

ARTICLE 20: BEREAVEMENT LEAVE

20.01 An employee shall be granted five (5) consecutive working days bereavement leave without loss of regular earnings, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the employee:

Children	Mother-in-law	Sisters
Step Children	Father-in-law	Brothers
Grandchildren	Daughter-in-law	Fiancé/Fiancée
Parents	Son-in-law	Spouse (including common law spouse)
Step Parents	Sister-in-law	Grandparents (of employees and/or spouse)
Legal Guardian	Brother-in-law	

In the event of the death of an employee’s aunt, uncle, or close associate, the employer may grant up to one (1) working day off, with pay, to attend the funeral, should the funeral fall on a scheduled working day.

20.02 The Employer may grant additional leave without pay to a bereaved employee.

ARTICLE 21: NAMED HOLIDAYS

21.01 An employee shall be entitled to a day off with pay for the following Named Holidays:

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

and all general holidays proclaimed to be a Statutory Holiday by any of the following:

- (a) the municipality in which the Institution is located;
- (b) the Province of Alberta;
- (c) the Government of Canada.

In addition to the foregoing Named Holidays, employees who are in the Employer’s employ on January 15, shall be granted an additional holiday as a “Floater” holiday until an additional

Named Holiday is proclaimed by one of 21.01 (a), (b) or (c) at which time the “Floater” will be replaced by the additional Named Holiday and will be subject to the provisions of Article 21.02. The “Floater” holiday will be scheduled by the Employer during that calendar year.

21.02 To qualify for Named Holiday pay, an employee must:

- (a) work his last scheduled shift prior to the holiday and his first scheduled shift following the holiday, except where absence is due to illness or other reasons acceptable to the Employer;
- (b) work on a holiday that he is scheduled or required to do so;
- (c) not be on a leave of absence.

21.03 An employee scheduled to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) his basic rate plus:

- (a) one days pay at his basic rate; or
- (b) mutually agreed day off with pay at his basic rate to be taken within thirty (30) days either before or after the holiday; or
- (c) by mutual agreement, a day added to his next annual vacation, which day shall be paid for at his basic rate.

21.04 Should a Named Holiday fall during an employee’s vacation period, he shall be allowed an extra day for such Named Holiday. Should it not be possible for the employee to take such extra day in connection with his vacation, he shall be allowed the extra day at his basic rate to be taken within one (1) month.

21.05 When a Named Holiday falls on a day that would otherwise be an employee’s regularly scheduled day off, the employee shall receive an alternate day off. Where such alternate day off cannot be arranged within thirty (30) days of the holiday, the employee shall receive one (1) day’s pay at his basic rate in lieu of the holiday.

ARTICLE 22: ANNUAL VACATION

22.01 Definitions

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay at the basic rate;
- (b) “vacation year” means the twelve-month period commencing:
 - (i) on the first day of April of each calendar year and concluding on the last day of March the following calendar year.

- (c) “date of employment” means:
 - (i) in the case of an employee whose employment commenced between the first and the fifteenth days, inclusive, of any month, the first day of that calendar month; or
 - (ii) in the case of an employee whose employment commenced between the sixteenth and the last day, inclusive, of any month, the first day of the following month.

22.02 Vacation Entitlement

During each year of continuous service in the employ of the Employer, an employee shall earn entitlement to a vacation with pay to be taken in any year of employment 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:

- (a) during the first (1st) to third (3rd) years of such employment an employee earns a vacation of fifteen (15) working days; or
- (b) during the fourth (4th) to fourteenth (14th) year of such employment an employee earns a vacation of twenty (20) working days; or
- (c) during the fifteenth (15th) to twenty-fourth (24th) year of such employment an employee earns a vacation of twenty-five (25) working days; or
- (d) during the twenty-fifth (25th) and subsequent years of such employment, an employee earns a vacation of thirty (30) working days.

22.03 Vacation Pay on Termination

- (a) If employment is terminated by an employee:
 - (i) after less than one (1) year of employment with the Employer; or
 - (ii) without giving proper notice pursuant to Article 26.02 regarding Termination;

notwithstanding any other provision of this Collective Agreement, such employee shall receive vacation pay at the rate prescribed in the subsisting order of the Employment Standards Code concerning vacations with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.

- (b) On termination of employment, for whatever reason, an employee shall be paid out for any unused vacation credits at his basic rate of pay for his position. In case of death, payment shall be made to his estate.

22.04 Time of Vacation

- (a) Vacations earned during one (1) year shall be taken by mutual agreement during any vacation year.
- (b) Notwithstanding 22.04 (a) an employee may be permitted upon request in writing to carry forward a portion of unused vacation to the next vacation year. Vacation earned in one vacation year shall not be taken consecutively with vacation earned in following years except with approval of the Employer.
- (c) Notwithstanding 22.04 (a) an employee shall be permitted to use vacation credits in the vacation year in which they are earned. Such vacation can be taken at a mutually agreeable time.

22.05 The Employer will post a schedule for employees to indicate their preferred vacation period for the coming year, by March 31st. The Employer shall indicate approval or denial of the vacation requests and shall post the resulting vacation schedule by April 30th.

Seniority shall be considered where there is a dispute regarding preference of times as to when vacations are scheduled by the Employer. An employee using vacation in the year it is accrued shall not have priority over an employee using vacation accrued in previous vacation years. In no cases shall an employee be allowed to exercise such seniority rights more than once per vacation year until such time as all other employees have had an opportunity to exercise their rights in this regard. The exercising of seniority rights referred to above, shall be limited to one period of consecutive vacation time and the same procedure shall apply to any remaining disputes regarding preference for times when vacations are scheduled.

22.06 Should an employee demonstrate to the satisfaction of the Employer that he was admitted to a hospital as a patient during the course of his vacation, he shall be considered to be on sick leave rather than on vacation for the period of the stay in hospital, and subsequent period of recovery, subject to the provisions of Article 23 (Sick Leave). Vacation time not taken as a result of such stay in hospital and subsequent recovery time shall be taken at a mutually agreeable later date.

ARTICLE 23: SICK LEAVE

- 23.01 (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) Upon completion of the probationary period an employee shall accumulate sick pay credits at the rate of one and one-half (1½) working days for each month of employment retroactive to date of hire. Such sick pay credits shall be accumulated to a maximum of not more than one hundred and twenty (120) days.
- 23.02 An employee granted sick leave shall be paid for the period of regularly scheduled shifts absent due to such leave at his basic rate, up to the total amount of his accumulated credits at the time sick leave commenced and the number of days thus paid shall be deducted from his accumulated sick leave credits.

- 23.03 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.
- 23.04 When an employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, he shall no longer accrue sick leave credits until such time as his total accumulation is reduced below the maximum. At that time he shall recommence accumulating sick leave credits.
- 23.05 When an employee is absent from duty because of illness, all benefits (vacation, and sick leave) will accrue only for such period of time as he is on paid sick time, up to a maximum of sixty (60) calendar days.
- 23.06 When an employee:
- (a) is required to travel for the purpose of medical referral and/or treatment, or;
 - (b) is unable to schedule medical appointments outside of his work hours, he shall have the right to utilize sick leave credits for such absence, provided such employee received prior authorization from the Employer, and provided that he submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

ARTICLE 24: EMPLOYEE BENEFIT PLANS

- 24.01 When enrollment and other requirements of the insurer(s) for group participation have been met, the Employer will implement the following employee group benefit plans as set out in the terms and conditions of said plans:
- (a) A group plan for the prepayment of benefits through the Alberta Health Care Insurance Plan for a participating employee.
 - (b) A group plan to provide:
 - i) hospitalization benefits;
 - ii) Alberta Blue Cross Dental Plan, or equivalent, which provides for the reimbursement of at least eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Dental Association Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500.00) 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 (\$1,500.00) per insured person;
 - iii) Group life and accidental death and dismemberment insurance;
 - iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two thirds percent (66 2/3%) of basic monthly earnings at the

basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period).

- v) Short Term Disability (income replacement for a period of up to one hundred and twenty (120) working days) during a qualifying disability equal to sixty-six and two thirds percent (66 2/3%) of basic weekly earnings at the basic rate of pay to the established maximum following a fourteen (14) day elimination period where applicable. The Short Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short Term Disability shall commence at the fifteenth (15th) day following the commencement of non-hospitalized sickness.

24.02 The premiums of the above plans will be cost shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee.

24.03 Subject to the preceding provisions, where it is anticipated that a part-time employee will work a minimum of sixteen (16) hours per week, averaged over one (1) complete shift cycle, the part-time employee shall participate in the Employee Benefit Plans.

ARTICLE 25: WORKER'S COMPENSATION

25.01 Workers' Compensation Board coverage will be provided by the Employer for employees. A regular employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when he shall be expected back to work.

25.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits. An employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave credits or vacation credits during the period of absence.

25.03 Clause 25.02 above shall not exclude an employee from sick leave benefits for periods of absence resulting from an accident which is non-compensable under the Workers' Compensation Act.

25.04 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 provided the employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an employee is off work. Employees shall only receive full net salary to the extent that one-tenth (1/10th) day can be deducted from sick leave credits, following which time the employee will be deemed to be on sick leave without pay.

25.05 In accordance with the Income Tax Act, Workers' Compensation benefits are not taxable.

25.06 For the purpose of this Article, net pay shall be defined as the employee's basic rate of pay, without premiums, less any deductions required by law.

ARTICLE 26: TERMINATION

26.01 The Employer may terminate the services of an employee by giving written notice of termination of employment such as so prescribed under Section 57 of the Employment Standards Code.

26.02 An employee intending to terminate his employment with the Employer shall give the Employer written notice of his intent to terminate his employment of at least:

- (a) one (1) week, if the employee has been employed by the Employer for more than three (3) months but less than two (2) years; or
- (b) two (2) weeks, if the employee has been employed by the Employer for two (2) years or more.

26.03 An employee who is absent two (2) or more days without good and proper reason and without notifying the Employer will be considered to have terminated his services.

26.04 An employee who is discharged shall receive his wages and vacation pay to which he is entitled at the time he leaves the Employer. An employee who voluntarily leaves the employ of the Employer with proper notice shall receive the wages and vacation pay to which he is entitled on his last scheduled working day.

ARTICLE 27: UNIFORMS

27.01 The Employer will supply, launder and maintain uniforms not previously worn outside the Hospital premises.

27.02 The Employer shall supply leather work gloves to those employees whose duties require same, subject to the establishment of regulations to prevent abuse. Gloves must be returned for new issue or upon termination.

27.03 The Employer shall supply all tools, which, in the opinion of the Employer, are required by the employees in the performance of their duties.

27.04 Employees shall not be charged any fee or cost for replacement of employee identification cards lost, stolen or damaged during work time.

27.05 The Employer shall reimburse employees for the purchase of prescription safety glasses to a maximum Employer cost of \$250.00 every two years.

ARTICLE 28: BULLETIN BOARDS

28.01 The Employer agrees that the Union may use bulletin boards for the purpose of posting meeting notices or such other notices as may be of interest to employees. It is not the intention of the Union or the Employer to post anything objectionable.

ARTICLE 29: TRANSFERS, PROMOTIONS AND APPOINTMENTS

29.01 A promotion means a move to a higher paid classification contained in this Collective Agreement. A demotion means a move to a lower paid classification contained in this Collective Agreement.

29.02 Requests for transfer or applications for vacancies shall be in writing according to the procedures established by the Employer. Arrangements will be made to accept applications for posted positions at any time within the posting period.

29.03 Applicants for promotion shall be informed, in writing, of their acceptance or rejection within ten (10) weekdays of the date of the appointment. For the purposes of this clause, weekdays shall mean calendar days excluding Saturdays, Sundays, and Named Holidays as specified in Article 21.01.

29.04 In filling vacancies, the determining factors shall be qualifications, skills and seniority.

29.05 A transferred or promoted employee shall be considered on a trial period in their new position for three hundred and forty-eight (348) regularly scheduled hours of work, following the date of transfer. A transferred or promoted employee who is absent for any reason on a scheduled work day may have his trial period extended by the number of hours equal to the number of regularly scheduled hours absent. Should, in the opinion of the Employer, such employee fail to succeed during the above mentioned trial period, or if the employee chooses, the Employer will reinstate the employee in his former classification, subject to the possible application of Article 7.

29.06 When an employee is promoted from one classification to another, the promoted employee shall advance to the start rate of the new classification for the length of the trial period and shall advance further to the job rate of the new classification at the end of the trial period. If the start rate of the new classification is lower than the employee's rate in the old classification, the employee shall remain at his old rate during the trial period and advance to the job rate at the end of the trial period. An employee's anniversary date for the purpose of advancement to the job rate shall not be changed as a result of a promotion.

29.07 When, because of inability to perform the functions of a position, or because of health, or because of an employee's request, an employee is demoted, his rate will be adjusted immediately to the job rate of the position to which he is demoted.

29.08 When a vacancy occurs in a classification covered by this Collective Agreement, such vacancy shall be posted for seven (7) calendar days.

29.09 When circumstances require the Employer to fill a vacancy before expiry of seven (7) calendar days, the appointment shall be made on a temporary basis only until a permanent appointment is made.

ARTICLE 30: PROBATIONARY PERIOD

- 30.01 A new employee hired into a classification included in this Collective Agreement, shall serve a probationary period of five hundred and twenty (520) regular hours worked from the date of his commencement of service. The Employer may extend the probationary period to six hundred and ninety (690) regular hours worked, provided that the Employer, prior to the extension, meets with a representative of the Union to explain the reason(s) for the extension. During such time he shall have no seniority but shall, upon successfully completing this period, be credited with seniority from his last date of hire.
- 30.02 If a new employee is unsatisfactory, in the opinion of the Employer, he may be discharged at any time during his probationary period, and such discharged employee shall not have recourse to the grievance procedure.
- 30.03 An employee who terminates employment with the Hospital after completing his probationary period, and who is rehired by the same Employer within one (1) year from his date of termination, shall be placed on the job rate; however, he shall be subject to all other terms and conditions of this Collective Agreement as they affect a probationary employee.

ARTICLE 31: PENSION PLAN

- 31.01 As a condition of employment, all eligible employees shall participate in the Local Authorities Pension Plan, or its successor Plan, and shall be governed by the regulations of this pension authority.

ARTICLE 32: SAFETY AND HEALTH

- 32.01 Both parties shall cooperate to the extent required by law in the matter of safety and accident prevention.
- 32.02 A member of the bargaining unit shall be a member of the Safety Committee.
- 32.03 Two (2) qualified electricians shall work together when required by the Employer to install equipment on energized electrical circuits of 480 volts or higher, phase to phase.
- 32.04 The Employer shall provide protective clothing in the event an employee is required to:
- (a) dispose of any biohazardous waste;
 - (b) dispose of any expired drugs or pharmaceuticals;
 - (c) operate any incinerator, sterilizer, or compactor for the purpose of disposing of the above mentioned items.

ARTICLE 33: RETROACTIVITY

- 33.01 Unless otherwise specifically stated elsewhere in this Collective Agreement, all terms of this Collective Agreement shall take effect on the date of exchange of written notice of ratification. For greater clarity, hourly rates shall be effective on the dates specified in the Salary Appendix.

- (a) Past employees who were in service between the expiration date of the previous agreement and the date of signing of this agreement shall be entitled to any retroactive increase to the basic rate of pay provided in the settlement, if they apply for the same in writing thirty (30) calendar days of signing of this agreement.

ARTICLE 34: NO PYRAMIDING

- 34.01 Except where expressly authorized in this Collective Agreement (e.g. Article 14 – Temporary Assignment, Article 17 – Shift Differential, and Article 18 – Weekend Premium), there shall be no pyramiding of premiums.
- 34.02 Where two (2) or more applicable premiums are expressed as multiples of the basic rate, the employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

ARTICLE 35: PART-TIME EMPLOYEES

- 35.01 All provisions of this Collective Agreement shall apply to regular part-time employees except:

- Article 9 - Hours of Work
- Article 10 - Overtime
- Article 21 - Named Holidays
- Article 22 - Annual Vacation
- Article 23 - Sick Leave

which are superseded by the following:

- 35.02 **Hours of Work**

- (a) Regular hours of work for part-time employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for regular full-time employees. Hours of work per day may be less than eight (8) hours, and in any event, hours worked shall be less than forty (40) hours per week, averaged over one (1) complete cycle of the shift schedule.
- (b) Notwithstanding the foregoing, where mutually agreed between the Employer and employee, a part-time employee may work full-time hours in special circumstances, such as vacation, sick leave, or absence from work for any reason.

- 35.03 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, two (2) fifteen (15) minute rest periods during each full working shift of eight (8) hours, or
- (b) include, as scheduled by the Employer, one (1) fifteen (15) minute rest period during each half shift of not less than four (4) hours.

35.04 Shift schedules shall be posted not less than ten (10) calendar days in advance. Where a change is made to the shift schedule, without the employee being notified at least ten (10) calendar days in advance, except in the case of an emergency or where a change is by mutual agreement between the Employer and employee, he shall be paid at two times (2X) his basic rate for all hours worked on the first shift of the changed schedule.

35.05 Where an employee is called away to work after commencing a scheduled meal period, he shall receive payment at his basic rate for such meal period and be allowed to take an additional meal period at a later time in his shift. For the second meal period, the employee shall continue to receive his basic rate of pay. This clause shall not apply to those employees defined in Article 2.08.

35.06 (a) A part-time employee may work additional shifts.

(b) Where a part-time employee volunteers, or agrees when requested, to work additional shifts, he shall be paid his basic rate for such hours, or if applicable, the overtime rate in Article 35.07 for those hours worked in excess of eight (8) hours per day.

35.07 **Overtime**

(a) The Employer shall determine when overtime is necessary and for what period of time it is required. Overtime shall be paid at two times (2x) his basic rate.

35.08 An employee shall not be required to lay off during his regular shift to equalize any overtime previously worked.

35.09 Subject to operational requirements, an employee will receive time off in lieu of overtime, if desired. Such time off shall be the equivalent of the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed between the Employer and employee. The maximum allowable hours in an employee's overtime bank, after adjustment at the applicable overtime rate, shall be ninety-six (96) hours.

35.10 An employee required to change shifts without being provided with sixteen (16) hours of off duty shall be entitled to two times (2x) his basic rate on his first tour of duty on the new shift.

35.11 No employee shall be required to work more than sixteen (16) hours (regular and overtime) per day.

35.12 **Named Holidays**

(a) A part-time employee required to work on a Named Holiday specified in Article 21: Named Holidays, shall be paid at two times (2x) his basic rate of pay for all hours worked.

(b) Regular part-time employees shall be paid, in addition to their basic rate of pay, four decimal six percent (4.6%), in lieu of Named Holidays.

Annual Vacation

35.13 Definitions

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay at the basic rate;
- (b) “vacation year” means the twelve-month period commencing:
 - (i) on the first day of April of each calendar year and concluding on the last day of March the following calendar year.
- (c) “date of employment” means:
 - (i) in the case of an employee whose employment commenced between the first (1st) and the fifteenth (15th) days, inclusive, of any month, the first day of that calendar month; or
 - (ii) in the case of an employee whose employment commenced between the sixteenth (16th) and the last day, inclusive, of any month, the first day of the following month.

35.14 Vacation Entitlements

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 vacation year, unless the Employer has a practice to allow access more readily. Such entitlement will be governed by the total length of service as outlined below:

- (a) during the first (1st) to third (3rd) years of such employment an employee earns a vacation of twenty-one (21) calendar days; or
- (b) during the fourth (4th) to fourteenth (14th) year of such employment an employee earns a vacation of twenty-eight (28) calendar days; or
- (c) during the fifteenth (15th) to twenty-fourth (24th) year of such employment an employee earns a vacation of thirty-five (35) calendar days; or
- (d) during the twenty-fifth (25th) and subsequent years of such employment an employee earns a vacation of forty-two (42) calendar days.

35.15 Vacation Pay

Regular part-time employees shall earn vacation pay as follows:

- (a) during each of the first (1st), second (2nd) and third (3rd) years of continuous service, the employee shall earn vacation pay at a rate of six percent (6%) of their regular hours worked;
- (b) during each of the fourth (4th) to fourteenth (14th) years of continuous service, the employee shall earn vacation pay at a rate of eight percent (8%) of their regular hours worked;
- (c) during each of the fifteenth (15th) to twenty-fourth (24th) years of continuous service, the employee shall earn vacation pay at a rate of ten percent (10%) of their regular hours worked; and
- (d) during the twenty-fifth (25th) and subsequent years of continuous service, the employee shall earn vacation pay at a rate of twelve percent (12%) of their regular hours worked.

35.16 **Time of Vacation**

- (a) Vacations earned during one (1) year shall be taken by mutual agreement during any vacation year.
- (b) Notwithstanding 35.16 (a) an employee may be permitted upon request in writing to carry forward a portion of unused vacation to the next vacation year. Vacation earned in one vacation year shall not be taken consecutively with vacation earned in following years except with approval of the Employer.
- (c) Notwithstanding 35.16 (a) an employee shall be permitted to use vacation credits in the vacation year in which they are earned. Such vacation can be taken at a mutually agreeable time.

35.17 Vacation time off commences on the first regularly scheduled work day away on vacation leave and continues on consecutive calendar days, ending on the first regularly scheduled work day back from vacation leave.

35.18 The Employer will post a schedule for employees to indicate their preferred vacation period for the coming year, by March 31st. The Employer shall indicate approval or denial of the vacation requests and shall post the resulting vacation schedule by April 30th.

Seniority shall be considered where there is a dispute regarding preference of times as to when vacations are scheduled by the Employer. An employee using vacation in the year it is accrued shall not have priority over an employee using vacation accrued in previous vacation years. In no cases shall an employee be allowed to exercise such seniority rights more than once per vacation year until such time as all other employees have had an opportunity to exercise their rights in this regard. The exercising of seniority rights referred to above, shall be limited to one period of consecutive vacation time and the same procedure shall apply to any remaining disputes regarding preference for times when vacations are scheduled.

35.19 Should an employee demonstrate to the satisfaction of the Employer that he was admitted to a hospital as a patient during the course of his vacation, he shall be considered to be on sick leave rather than on vacation for the period of the stay in hospital, and subsequent period of recovery subject to the provisions of Article 23 (Sick Leave). Vacation time not taken as a result of such stay in hospital and subsequent recovery time shall be taken at a mutually agreeable later date.

35.20 **Sick Leave**

(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) After completion of his probationary period, a part-time employee shall accumulate sick leave benefits on the basis of one and one half (1½) days per month, pro-rated on the basis of the regularly scheduled hours worked by the employee in relation to the regularly scheduled hours for a full-time employee, up to a maximum of one hundred twenty (120) working days provided, however, that an employee not be entitled to apply such leave credits prior to the completion of his probationary period, nor for additional shifts worked pursuant to Article 35.06.

35.21 A part-time employee granted sick leave shall be paid for the period of regularly scheduled shifts absent due to such leave at his basic rate up to the total amount of his accumulated credits at the time sick leave commenced and the number of days thus paid shall be deducted from his accumulated sick leave credits.

35.22 Part-time employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.

35.23 When a part-time employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days, he shall no longer accrue sick leave credits until such time as his total accumulation is reduced below the maximum. At that time he shall recommence accumulating sick leave credits.

35.24 When a part-time employee is absent from duty because of illness, all benefits (vacation and sick leave) will accrue only for such period of time as he is on paid sick leave time, up to a maximum of sixty (60) calendar days.

35.25 When an employee:

(a) is required to travel for the purpose of medical referral and/or treatment; or

(b) is unable to schedule appointments outside of his work hours, he shall have the right to utilize sick leave credits for such absence, provided such employee receives prior authorization from the Employer, and provided that he submits satisfactory proof of attendance at such appointment when required to do so.

ARTICLE 36: EXTENDED WORKDAY

- 36.01 Where the parties in 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.
- 36.02 Either party may, by giving four (4) months notice, in writing, or such shorter period of time as may be agreed to by the parties, to the other party, terminate this arrangement.
- 36.03 The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.
- 36.04 The normally scheduled working hours of an employee on the compressed work week shall not exceed twelve (12) hours in a day. The provisions of this Article are intended to establish a basis for the computation of overtime and shall not be construed as a guarantee of hours of work per day or per week.
- 36.05 Three (3) fifteen (15) minute rest periods will be provided during each full shift of twelve (12) hours.
- 36.06 The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized time worked in excess of twelve (12) hours per day shall be paid at two times (2x) the employee's basic rate.
- 36.07 An employee required by the Employer to work on his scheduled day(s) off shall be paid at two times (2x) his basic rate, unless he is given at least ten (10) calendar days notice of a change in the shift schedule. If, in the above circumstances the employee is called to work without prior notification, the provisions of Article 11.01 (a) shall apply but only where such application would result in a greater dollar payment than would be the case in applying the first sentence of this clause.
- 36.08 A shift differential of one dollar and seventy-five (\$1.75) per hour shall be paid to an employee for all hours worked between 1500 hours and 0700 hours. Shift differential shall not be considered part of an employee's basic rate.
- 36.09 An employee shall be granted four (4) consecutive extended work days bereavement leave without loss of regular earnings, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the following relatives of the employee:

Children	Mother-in-law	Sisters
Step Children	Father-in-law	Brothers
Grandchildren	Daughter-in-law	Fiancé/Fiancée
Parents	Son-in-law	Spouse (including common-law spouse)

Step Parents	Sister-in-law	Grandparents (of employees and/or spouse)
Legal Guardian	Brother-in-law	

In the event of the death of an employee’s aunt, uncle, or close associate, the Employer may grant up to one (1) working day off, with pay, to attend the funeral, should the funeral fall on a scheduled work day.

36.10 The Employer may grant additional leave without pay to a bereaved employee.

36.11 Employees shall be entitled to a day off with pay for eight (8) hours on or for the following Named Holidays:

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

and all general holidays proclaimed to be a Statutory Holiday by any of the following:

- (a) the Municipality in which the Institution is located;
- (b) the Province of Alberta;
- (c) the Government of Canada.

In addition to the foregoing Named Holidays, employees who are in the Employer’s employ on January 15, shall be granted an additional holiday as a “Floater” holiday until an additional Named Holiday is proclaimed by one of 36.11 (a), (b) or (c) at which time the “Floater” will be replaced by the additional Named Holiday and will be subject to the provisions of Article 21.02. The “Floater” holiday will be scheduled by the Employer during that calendar year.

- 36.12 (a) During the first (1st) to third (3rd) years of such employment an employee earns a vacation of one hundred and twenty (120) work-hours; or
- (b) During the fourth (4th) to fourteenth (14th) years of such employment an employee earns a vacation of one hundred and sixty (160) work-hours; or
- (c) During the fifteenth (15th) to twenty-fourth (24th) years of such employment an employee earns a vacation of two hundred (200) work-hours; or
- (d) During the twenty-fifth (25th) and subsequent years of such employment an employee earns a vacation of two hundred and forty (240) work-hours.
- (e) Vacation pay shall be based on forty (40) hours per week at the employee’s basic rate.

36.13 Vacation Pay on Termination

(a) If employment is terminated by an employee:

(i) after less than one (1) year of employment with the Employer; or

(ii) without giving proper notice pursuant to Article 26.02 regarding Termination;

notwithstanding any other provision of this Collective Agreement, such employee shall receive vacation pay at the rate prescribed in the subsisting order of the Employment Standards Code concerning vacations with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.

(b) On termination of employment, for whatever reason, an employee shall be paid out for any unused vacation credits at his basic rate of pay for his position. In case of death, payment shall be made to his estate.

36.14 After an employee has completed his probationary period he shall be allowed a credit for sick leave computed from the date of employment at the rate of twelve (12) hours for each full month of employment up to a maximum of nine hundred and sixty (960) hours, provided that the employee shall not be entitled to apply sick credits prior to the completion of his probationary period.

36.15 An employee granted sick leave shall be paid, at the basic rate of pay, for regularly scheduled shifts absent due to illness up to the total amount of his accumulated credits at the time sick leave commenced and the number of hours thus paid shall be deducted from his accumulated sick leave credits.

36.16 When an employee has accrued the maximum sick leave credit of nine hundred and sixty (960) hours he shall no longer accrue sick leave credits until such time as his total accumulation is reduced below the maximum. At that time he shall recommence accumulating sick leave credits.

36.17 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 provided the employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an employee is off work. Employees shall only receive full net salary to the extent that one-tenth (1/10th) day can be deducted from sick leave credits, following which time the employee will be deemed to be on sick leave without pay.

36.18 **Part-Time Employees**

(a) Amend Article 35.02 (a) to read:

“35.02 (a) Regular hours of work for part-time employees, exclusive of meal periods shall be scheduled by the Employer, but shall be less than those

for full-time employees. Hours of work per day may be less than twelve (12) hours, and in any event, hours worked shall be less than forty (40) hours per week, averaged over one complete cycle of the shift schedule.”

(b) Amend Article 35.03 to read:

“35.03 Regular hours of work shall be deemed to:

- (a) include as scheduled by the Employer, three (3) fifteen (15) minute rest periods during each full working shift of twelve (12) hours; or
- (b) include, as scheduled by the Employer, two (2) fifteen (15) minute rest periods during each shift of not less than eight (8) hours; or
- (c) include, as scheduled by the Employer, one (1) fifteen (15) minute rest period during each shift of not less than four (4) hours.”

(c) Amend Article 35.06 to read:

“35.06 (a) A part-time employee may work additional shifts.

- (b) Where a part-time employee volunteers, or agrees, to work additional shifts, he shall be paid at the basic rate for such hours, or if applicable, the overtime rate in Article 35.07, for those hours worked in excess of twelve (12) hours per day.”

(d) Amend Article 35.07 to read:

“35.07 (a) The Employer shall determine when overtime is necessary and for what period of time it is required. Overtime shall be paid at two times (2x) the basic rate.

ARTICLE 37: RELIEF EMPLOYEES

37.01 Except as specifically provided hereinafter, the provisions of the Collective Agreement shall not apply to relief employees.

37.02 Relief employees required to work on a Named Holiday shall be paid at two times (2x) their basic rate of pay for all hours worked on the Named Holiday.

37.03 Relief employees shall be paid, in addition to their basic rate of pay, four decimal six percent (4.6%) of their earnings in lieu of Named Holidays.

37.04 (a) Relief employees shall be allowed:

- (i) twenty-one (21) calendar days off without pay for their vacation after one (1) year of employment; or

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

(b) Relief employees shall be paid, in addition to their earnings at the basic rate of pay:

(i) six percent (6%) of their earnings at the basic rate of pay during their first (1st) and subsequent employment years; or

(ii) eight percent (8%) of their earnings at the basic rate of pay during the fourth (4th) and subsequent years of employment, if applicable;

in lieu of vacation.

37.05 In the event that a relief employee is required by the Employer to report to work and then is not permitted to commence work or is required to return to duty at a later hour, he shall be compensated with four (4) hours pay at the basic rate of pay.

37.06 Relief employees are not entitled to participate in the prepaid health benefits plan.

37.07 (a) The Employer shall determine when overtime is necessary and for what period of time it is required. Except as specified in Article 37.07(b) below, all authorized time worked in excess of and in conjunction with eight (8) hours per assigned shift shall be paid at the rate of two times (2x) the basic rate of pay.

(b) Relief employees who work an extended work day shift shall be paid at the overtime rate(s) for time worked in excess of eight (8) hours per assigned shift except where he replaces another employee who is normally scheduled on an extended work day shift and who is absent for any reason, in which case, overtime shall be paid in accordance with Article 36.06.

(c) All hours worked in excess of eighty (80) hours in a fixed bi-weekly pay period shall be paid at the rate of two times (2x) the basic rate of pay.

37.08 Relief employees do not accrue seniority.

37.09 Workers' Compensation Board coverage will be provided for relief employees.

37.10 The provisions of Articles 1, 2, 3, 4, 5, 6, 9.09, 13, 15.01, 16, 17, 18, 27, 28, 32, 33.01, 34, and 36.05, shall apply to relief employees.

ARTICLE 38: TRANSPORTATION

38.01 When an employee is assigned duties necessitating the use of the employee's private automobile, during the course of the workday, he shall be reimbursed at the rate of thirty (\$0.30) cents per kilometer, or such higher rate as may be determined by Employer Policy.

38.02 Employees who are required to use their personal vehicles when designated to work at multiple sites, and to maintain business use insurance as a result, shall be required to submit evidence of business insurance coverage when the vehicle is used on such business. The Employer shall reimburse the employee, up to a maximum of one hundred dollars (\$100), or such higher amount as may be determined by Employer policy, for the difference between the cost of personal use insurance and business use insurance.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF:

Signed this _____ day of _____, 2003

**ON BEHALF OF THE EMPLOYER
CARITAS HEALTH GROUP (GREY
NUNS COMMUNITY HOSPITAL AND
EDMONTON GENERAL CONTINUING
CARE CENTRE)**

**ON BEHALF OF THE UNION
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 955**

Mike King

Bruce Moffatt

Ron Macdonald

**I.U.O.E. SALARIES APPENDIX
 BASIC HOURLY RATE
 MARCH 31, 2002 – APRIL 01, 2004**

**CARITAS HEALTH GROUP
 GREY NUNS COMMUNITY HOSPITAL (GNCH)
 AND
 EDMONTON GENERAL CONTINUING CARE CENTRE (EGCCC)**

Classification	Date Effective	Start Date	Job Rate
4 th Class Engineer	March 31, 2002	17.50	19.23
	April 01, 2002	18.20	20.00
	April 01, 2003	18.75	20.60
	April 01, 2004	19.31	21.22
3 rd Class Engineer	March 31, 2002	18.92	21.10
	April 01, 2002	19.68	21.94
	April 01, 2003	20.27	22.60
	April 01, 2004	20.88	23.28
3 rd Class Engineer on Payroll September 30, 1982 (Caritas)		+ \$0.70	
2 nd Class Engineer	March 31, 2002	21.64	23.69
	April 01, 2002	22.51	24.64
	April 01, 2003	23.18	25.38
	April 01, 2004	23.88	26.14
Electronic Technologist II Millwright/Machinist Refrigeration Mechanic Electrician Plumber Instrument Mechanic	March 31, 2002	22.09	24.42
	April 01, 2002	22.97	25.40
	April 01, 2003	23.66	26.16
	April 01, 2004	24.37	26.94
Electrician/Instrument Mechanic	March 31, 2002	23.85	26.38
	April 01, 2002	24.80	27.44
	April 01, 2003	25.55	28.26
	April 01, 2004	26.31	29.11

**LETTER OF UNDERSTANDING
BETWEEN**

**CARITAS HEALTH GROUP
GREY NUNS COMMUNITY HOSPITAL (GNCH) AND
EDMONTON GENERAL CONTINUING CARE CENTRE (EGCCC)**

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 955

RE: JOINT TASK FORCE TO REVIEW HEALTH BENEFITS

The parties agree to the following:

1. In order to address changing needs of employers and employees, the parties will undertake the review of the employee health benefits described in the Collective Agreement.
2. A joint task force shall be established by September 1, 2004, with equal numbers of representatives from the parties.

The joint task force will have the authority to:

- Develop principles, goals, and objectives for the joint task force and establish terms of reference.
- Review, investigate and encourage discussions which result in an improved understanding of all parties regarding health benefits.
- Make recommendations, including implementation strategies to their respective principals on a without prejudice basis regarding current and future benefit requirements in terms of entitlement, plan design, payment, services, programs and structure by October 1, 2004.

It is the intention of this joint task force to explore alternatives which are within current cost levels, not including normal cost increases as determined by the carrier. The goal of this forum will be to develop and implement more effective, equitable health benefits plans.

Signed this _____ day of _____, 2003

**ON BEHALF OF THE EMPLOYER
CARITAS HEALTH GROUP (GREY
NUNS COMMUNITY HOSPITAL AND
EDMONTON GENERAL CONTINUING
CARE CENTRE)**

**ON BEHALF OF THE UNION
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 955**

Mike King

Bruce Moffatt

Ron Macdonald

ADDENDUM

The parties hereby agree the following clause will replace Article 3.05 of the composite Collective Agreement between the parties as it affects the Caritas Health Group - Grey Nuns Community Hospital (GNCH) and Edmonton General Continuing Care Centre (EGCCC) of Edmonton:

3.05 As a condition of continued employment all new employees shall, within thirty (30) days of commencing employment, become members in good standing in the Union.

Signed this _____ day of _____, 2003

**ON BEHALF OF THE EMPLOYER
CARITAS HEALTH GROUP (GREY
NUNS COMMUNITY HOSPITAL AND
EDMONTON GENERAL CONTINUING
CARE CENTRE)**

**ON BEHALF OF THE UNION
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 955**

Mike King

Bruce Moffatt

Ron Macdonald

LETTER OF UNDERSTANDING

Between

**CARITAS HEALTH GROUP
GREY NUNS COMMUNITY HOSPITAL (GNCH) AND
EDMONTON GENERAL CONTINUING CARE CENTRE (EGCCC)**

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955

**RE: SEVERANCE FOR DISCONTINUATION OF CAPITAL HEALTH PROPERTY
MANAGEMENT AGREEMENT AT THE EDMONTON GENERAL CONTINUING
CARE CENTRE**

Purpose

1. The parties agree that the primary purpose of the Severance Program (the Program) is to recognize the contribution of employees, to allow employees to leave the system with dignity to minimize disruption, and ensure quality and continuity of services. Severance is one of the human resources management tools which may be utilized in the event that the Property Management Agreement with Capital Health is discontinued at the Edmonton General.

Severance Offering and Eligibility

2. The Program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2005, or the date of ratification of the next Collective Agreement, whichever is later.
3.
 - a) Severance will be offered only as a result of discontinuation of the Capital Health Property Management Agreement at the Edmonton General that result in the permanent reduction in the number of regular employees within the bargaining unit.
 - b) Employees on full layoff will not be eligible to apply for the Program.
 - c) The timing and extent of application periods and of the offering will be determined by the Employer.
4. The Program, when offered by the Employer, will be open to all eligible regular employees working seventeen point five (17.5) hours or greater each and every consecutive week, employed and working in a regular position within the bargaining unit including the Grey Nuns site as of the date of the Program offering.

5. An approved severance will be calculated as follows:

- The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks, plus an additional amount equivalent to one (1) weeks regular salary at age fifty-five (55) and for each full year of age over fifty-five (55) to a maximum of fifty (50) weeks.
- Regular salary = (regularly scheduled hours of work as at date of application for the Program) x (basic rate of pay).
- For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the employee's current Employer.

Severance Approval

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

Operation of the Program

7. An Employer will only consider a severance application from an employee on sick leave, WCB, or LTD where the employee has provided medical evidence to the Employer that they are fit to return to work.
8. Regular employees whose applications for the program are approved will terminate their employment and have no right to recall under Article 7, Layoff and Recall.
 - a) Employees whose application for severance are approved will not be eligible for rehire by an Employer who is a party to a Collective Agreement containing this provision or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.

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

9. The Employer's decision with respect to the application of this Letter of Understanding is final and shall not be subject to the Grievance Procedure.

This Letter of Understanding shall expire on March 31st, 2005, or upon the date of ratification of the next Collective Agreement, whichever is later.

Signed this _____ day of _____, 2003.

**ON BEHALF OF THE EMPLOYER
CARITAS HEALTH GROUP (GREY
NUNS COMMUNITY HOSPITAL AND
EDMONTON GENERAL CONTINUING
CARE CENTRE)**

**ON BEHALF OF THE UNION
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 955**

Mike King

Bruce Moffatt

Ron Macdonald

LETTER OF UNDERSTANDING

Between

CARITAS HEALTH GROUP

Operating the

EDMONTON GENERAL CONTINUING CARE CENTRE

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955

RE: 2nd CLASS POWER ENGINEER (CHIEF)

In order to recognize the job duties and adequately compensate the Chief Engineer at the Edmonton General Continuing Care Centre the parties agree to the following:

1. The rate of pay for a 2nd Class Power Engineer is set out in the Salaries Appendix of the Collective Agreement.
2. The rate of pay for the Trades positions in the grouping of Electronic Technologist II, Millwright/Machinist, Refrigeration Mechanic, Electrician, Plumber and Instrument Mechanic is set out in the Salaries Appendix of the Collective Agreement. Should this rate change, the rate of pay for the 2nd Class Power Engineer (Chief) will be adjusted by the same amount.
3. A rate of \$1.00 per hour is paid to an individual required to hold the Electrical Permit (pursuant to Clause 14.02 of the Collective Agreement). Should this rate change, the 2nd Class Power Engineer (Chief) rate of pay will be adjusted by the same amount.
4. To recognize the responsibilities associated with performing the Chief Engineer function, an amount equal to the difference between an electrician paid the electrical permit rate pursuant to clause 14.02 and the 2nd Class engineer rate will be paid in addition to the hourly rate as outlined in point #1. This payment will form part of the incumbent's regular salary for pensionable and benefit eligibility earnings.
5. Any adjustments made under point #2, #3, and #4 above will be effective with the corresponding effective dates within the Collective Agreement.
6. If the Employer removes the requirement for the bargaining unit 2nd Class Power Engineer to hold the accountability for the plant due to the availability of an out of scope 2nd Class Power Engineer (Chief), the 2nd Class Power Engineer (Chief) will be reclassified to a 3rd Class Power Engineer. The provisions outlined in Clause 15.04 of the Collective Agreement would be applied and there would not be further requirement for premium payments as outlined in point #2 of this Letter of Understanding.

7. This letter will cease if the parties are successful in negotiating the 2nd Class Power Engineer (Chief) into the Salaries Appendix of the I.U.O.E. Collective Agreement.

Signed this _____ day of _____, 2003.

**ON BEHALF OF THE EMPLOYER
CARITAS HEALTH GROUP (GREY
NUNS COMMUNITY HOSPITAL AND
EDMONTON GENERAL CONTINUING
CARE CENTRE)**

**ON BEHALF OF THE UNION
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 955**

Mike King

Bruce Moffatt

Ron Macdonald

LETTER OF UNDERSTANDING

between

CARITAS HEALTH GROUP
Operating the

GREY NUNS COMMUNITY HOSPITAL

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 955

RE: 3rd CLASS POWER ENGINEER (CHIEF)

In order to recognize the job duties and adequately compensate the Chief Engineer at the Grey Nuns Community Hospital the parties agree to the following:

1. The rate of pay for a 3rd Class Power Engineer is set out in the Salaries Appendix of the Collective Agreement.
2. To recognize the responsibilities associated with performing the Chief Engineer function, an hourly amount described in point #4. of the Letter of Understanding re : 2nd Class Power Engineer (Chief) will be paid in addition to the hourly rate as outlined in point #1 above. This payment will form part of the incumbent's regular salary for pensionable and benefit eligibility earnings.
3. Should the hourly rate change for the Trades positions in the grouping of Electronic Technologist II, Millwright/Machinist, Refrigeration Mechanic, Electrician, Plumber and Instrument Mechanic in the Salaries Appendix of the Collective Agreement, the rate of pay for the 3rd Class Power Engineer (Chief) will be adjusted by the same amount.
4. Should the rate of \$1.00 per hour paid to an individual required to hold the Electrical Permit (pursuant to Clause 14.02 of the Collective Agreement) change, the 3rd Class Power Engineer (Chief) rate of pay will be adjusted by the same amount.
5. Any adjustments made under point #2, #3, and #4 above will be effective with the corresponding effective dates within the Collective Agreement.
6. If the Employer removes the requirement for the bargaining unit 3rd Class Power Engineer to hold the accountability for the plant due to the availability of an out of scope 3rd Class Power Engineer, the 3rd Class Power Engineer (Chief) will be reclassified to a 3rd Class Power Engineer. The provisions outlined in Clause 15.04 of the Collective Agreement would be applied and there would not be further requirement for premium payments as outlined in point #2 of this Letter of Understanding.

7. This letter will cease if the parties are successful in negotiating the 3rd Class Power Engineer (Chief) into Salaries Appendix of the I.U.O.E. Collective Agreement.

Signed this _____ day of _____, 2003.

**ON BEHALF OF THE EMPLOYER
CARITAS HEALTH GROUP (GREY
NUNS COMMUNITY HOSPITAL AND
EDMONTON GENERAL CONTINUING
CARE CENTRE)**

**ON BEHALF OF THE UNION
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 955**

Mike King

Bruce Moffatt

Ron Macdonald

NOTE: The following LofU is not part of the Caritas CA, but was signed separately from this agreement, between the following parties:

LETTER OF UNDERSTANDING

Between

CARITAS HEALTH GROUP

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 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 955, the parties hereby agree that for the term April 1, 2002 to March 31, 2005, 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 an allowance of thirty (\$.30) cents per kilometre or such higher rate as may be determined by Employer Policy 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
CARITAS HEALTH GROUP**

**ON BEHALF OF
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 955**

Mike King

Bruce Moffatt

Ron Macdonald

DATE:

DATE:

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

DATE: