

# COLLECTIVE AGREEMENT

BETWEEN



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

AND



THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 955

APRIL 1, 2014 – MARCH 31, 2017

Table of Contents

PREAMBLE ..... 3

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT ..... 3

ARTICLE 2: DEFINITIONS..... 3

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP AND DUES DEDUCTION..... 5

ARTICLE 4: MANAGEMENT RIGHTS ..... 6

ARTICLE 5: STRIKES AND LOCKOUTS ..... 6

ARTICLE 6: NO DISCRIMINATION ..... 6

ARTICLE 7: LAY-OFF AND RECALL..... 6

ARTICLE 8: CONTRACTING OUT, TECHNOLOGICAL CHANGE, AND SEVERANCE ..... 7

ARTICLE 9: HOURS OF WORK ..... 8

ARTICLE 10: OVERTIME..... 9

ARTICLE 11: CALL-BACK ..... 10

ARTICLE 12: SENIORITY ..... 11

ARTICLE 13: GRIEVANCE PROCEDURE AND ARBITRATION..... 12

ARTICLE 14: TEMPORARY ASSIGNMENT ..... 13

ARTICLE 15: SALARIES ..... 14

ARTICLE 17: PAYDAYS ..... 14

ARTICLE 18: SHIFT DIFFERENTIAL ..... 15

ARTICLE 19: WEEKEND PREMIUM ..... 15

ARTICLE 20: LEAVES OF ABSENCE ..... 15

ARTICLE 21: BEREAVEMENT LEAVE ..... 16

ARTICLE 22: NAMED HOLIDAYS ..... 17

ARTICLE 23: ANNUAL VACATION..... 18

ARTICLE 24: SICK LEAVE ..... 20

ARTICLE 25: EMPLOYEE BENEFIT PLANS..... 21

ARTICLE 26: WORKER’S COMPENSATION ..... 23

ARTICLE 27: TERMINATION..... 24

ARTICLE 28: UNIFORMS ..... 24

ARTICLE 29: BULLETIN BOARDS ..... 25

ARTICLE 30: TRANSFERS, PROMOTIONS AND APPOINTMENTS ..... 25

ARTICLE 31: PROBATIONARY PERIOD ..... 26

ARTICLE 32: PENSION PLAN..... 26

ARTICLE 33: SAFETY AND HEALTH ..... 26

ARTICLE 34: RETROACTIVITY..... 27

ARTICLE 35: NO PYRAMIDING ..... 27

ARTICLE 36: PART-TIME EMPLOYEES..... 27

ARTICLE 37: EXTENDED WORKDAY ..... 32

ARTICLE 38: CASUAL EMPLOYEES ..... 36

ARTICLE 39: TRANSPORTATION ..... 37

ARTICLE 40: APPRENTICES ..... 38

I.U.O.E. SALARIES APPENDIX ..... 39

LETTER OF UNDERSTANDING #1 ..... 40

    RE: APPRENTICESHIP ..... 40

LETTER OF UNDERSTANDING #2 ..... 41

    RE: SEVERANCE FOR ORGANIZATIONAL CHANGE ..... 41

LETTER OF UNDERSTANDING #3 ..... 43

    RE: NIGHT SHIFT DIFFERENTIAL – POWER ENGINEERS ..... 43

LETTER OF UNDERSTANDING #4 ..... 44

    RE: PERSONAL LEAVE DAYS ..... 44

LETTER OF UNDERSTANDING #5 ..... 46

    RE: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111 ..... 46

**LETTER OF UNDERSTANDING #6 .....48**  
**RE: RETURN SERVICE AGREEMENT – TRAINING PROGRAM .....48**

**LETTER OF UNDERSTANDING #7 .....50**  
**RE: CLASSIFICATION APPEAL PROCESS WITH RESPECT TO THE GENERAL**  
**SUPPORT SERVICES CLASSIFICATION REVIEW .....50**

## **PREAMBLE**

The parties agree the primary purpose and concern of the Employer and its employees is to provide quality health care with compassion and in accordance with the vision, mission and values of Covenant Health.

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

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

- (a) ensure the provisions of the best possible service and care;
- (b) protect the interests of patients/residents, Employers and the community;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

## **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, 2014 to March 31, 2017, 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 Clause 36.02 (Hours of Work)
- (b) "Casual 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 casual employee is hired for a specific job, the Employer shall advise the Union in writing of the casual employee's name, classification, department and nature of the casual assignment. The term of employment of such casual employee may be extended only by mutual agreement in writing, between the Employer and the Union. A casual employee may work either full-time or part-time hours.
- (c) "Temporary employee" shall mean an employee who is hired on a temporary basis for a Full-time or Part-time position:
  - (i) for a particular project of more than three (3) months but less than twelve (12) months; or
  - (ii) to replace a Full-time or Part-time employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a Full-time or Part-time employee who is on leave due to illness or injury where the employee has indicated that the duration of such leave will be in excess of three (3) months.

The twelve (12) month time limit referred to in Article 2.02(c) may be extended by mutual agreement between the Employer and the Union. Such extensions will not be unreasonably denied.

- 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 Covenant Health or its lawful predecessors, successors and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect to operations and management on behalf of Covenant Health.
- 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 regularly worked at the basic rate of pay.
- 2.07 The first shift of the day shall be that shift where the majority of scheduled hours of work fall between midnight and 0800 hours.
- 2.08 The term "Engineer(s)" shall mean engineers who are employed to operate boilers, generators, and all appliances and appurtenances thereto, and including Maintenance Engineers.
- 2.09 "Relief Engineer" shall mean a regular employee who is employed in a relief capacity to replace regular shift engineers in cases of illness, vacation, days off, or approved leaves of absence, and/or who performs maintenance work when not on shift in the steam plant.

- 2.10 "Basic Rate of Pay" 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 15<sup>th</sup> day of the month following, together with a written statement of the names of the employees from whom deductions are made.
- 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.
- 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.
- 4.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;
  - (b) make, alter, and enforce, from time-to-time, rules and regulations to be observed by an employee which are not in conflict with any provision of this Collective Agreement;
  - (c) direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time-to-time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
  - (d) hire, promote, transfer, layoff and recall;
  - (e) demote, discipline, suspend or discharge for just cause.
- 4.03 The Employer shall exercise its rights in a manner which is consistent with the terms of 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, place of origin, political or religious affiliation, gender, sexual preference, family 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 or reorganizing 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 Clause 8.01, where applicable, the Employer will notify affected employees at least twenty-eight (28) 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. The displacement shall be within the same employment status and 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 seventy-two (72) 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.

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 Clause 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 twelve (12) 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 or all of present operations permanently 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 three (3) months' notice of such layoff.

8.02 The Employer and the Union agree the Employer may use Sub-Contractors on a required basis subject to the following conditions:



- a) to supplement the regular workforce, to provide additional help on a required basis, to cover peak work periods, and such other time as necessary to cover an absent employee.
- b) Sub-Contractors shall not be contracted if it results in a deliberate reduction of regular hours or overtime hours, displacement or call back of regular employees.

8.03 In the event the Employer plans to contract out a portion or all of the work, or a project on a short-term or temporary basis, when possible and time allows, the following will apply:

- a) The Employer and the Union will agree to participate in a Consultation process with respect to the work to be done;
- b) The Employer will share information regarding the scope of the work and the projected costs;
- c) The Union will be invited to give estimates for time and labour costs and if they believe there is a capacity to do the work in-house; and
- d) The Employer will then consider the suggestions of the Union before awarding any contracts.

The final decision with respect to the awarding of the work rests with the Employer and is not arbitrable.

8.04 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 30, respectively.

8.05 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.: five (5) years and seven (7) months would be considered six (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) hours as averaged over one (1) 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 of pay for all hours worked on the first shift of the changed schedule.
- 9.06 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 basic rate of pay.
- 9.07 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.
- 9.08 (a) Two (2) fifteen (15) minute rest periods will be provided during each full shift. One (1) fifteen (15) minute rest period will be provided in the event that an employee works a half shift of four (4) hours.
- (b) Regular hours of work shall exclude an unpaid meal break as scheduled by the Employer of not less than one-half ( $\frac{1}{2}$ ) hour and not more than one (1) hour.
- 9.09 When an employee is called away to work after commencing a scheduled meal period, he shall receive payment at his basic rate of pay 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 Clauses 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. 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 of pay.
- 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 of pay, 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 Employees will not be required to suspend work during working hours for the purpose of absorbing overtime.

- 10.05 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. Any additional overtime worked in excess of ninety-six (96) hours cannot be banked and shall be paid.
- 10.06 Notwithstanding Clause 10.04, all overtime pay accrued and not taken will be paid prior to March 31<sup>st</sup> of each year
- 10.07 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.
- 10.08 No employee shall be required to work more than sixteen (16) hours (regular and overtime) per day.
- 10.09 An Employee required to work overtime following the completion of his scheduled hours of work will be eligible for a meal break of one-half (1/2) hour for each four (4) hours of overtime worked, providing overtime is to continue. The meal break will be paid at the basic rate of pay. In addition, the Employee will be reimbursed for the cost of a meal up to a maximum of twenty dollars (\$20.00).

#### **ARTICLE 11: CALL-BACK**

- 11.01 When an employee is called back to work during his off-duty hours and required to report for work without undue delay, the following shall apply:
- (a) a call-back will be paid for at the overtime rate as specified in Clause 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 in accordance with the Employer's Travel Policy or the Government of Alberta rate, whichever is higher.
- 11.02 When an employee is called in and required to report for work without undue delay during his scheduled day(s) off, the following shall apply:
- (a) he shall be paid at the overtime rate as specified in Clause 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 in accordance with the Employer's Travel Policy or the Government of Alberta rate, whichever is higher.

- (c) Employees who are called back to work or called in to work will be supplied a parking stall at no cost to the employee.
- 11.03 Notwithstanding Clauses 11.01 and 11.02, if an employee is recalled to duty immediately prior to and continuous with their scheduled shift, he shall be paid in accordance with Article 10: Overtime, until the commencement of their scheduled shift, at which time he shall be paid at his basic rate of pay.
- 11.04 (a) If in the twelve (12) hour period immediately preceding an employee's next regularly scheduled shift an employee:
- (i) Works more than six (6) hour pursuant to Article 11.01 or 11.02; or
  - (ii) Is called-back to work more than two times;
- he shall be entitled to eight (8) consecutive hours rest before commencing his next scheduled shift, without loss of earnings.
- (b) The Employee in the above situation will advise his Supervisor in advance of the fact that he will not be reporting for duty at his scheduled time.
- (c) Due to operational circumstances where an employee cannot be provided eight (8) consecutive hours of rest in accordance with Article 11.04(a), he shall be paid at two (2x) his basic rate of pay for all hours worked during what would have been the eight (8) hour rest period.
- (d) This provision is waived if the Employee is granted a request for a shift exchange.
- 11.05 An employee who is consulted by telephone and not required to return to the workplace, shall be paid for one (1) hour for consultation on each matter at the basic rate of pay.

## **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 Clauses 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 twelve (12) 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.

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 (2) 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 Grievance Definitions

(a) Group Grievance

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

(b) Policy Grievance

(i) Where a dispute involving the question of general application or interpretation occurs the Union may initiate a policy grievance within the ten (10) weekdays of the date the Union became aware of, or reasonably should have become aware of, the occurrence. The timelines outlined in this Article shall apply.

(ii) A policy grievance involving only one (1) department may be submitted at Step II. A policy grievance involving more than one (1) department may be submitted at Step III.

13.06 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 Employer exceeding the time limit, be advanced to the next step.

13.07 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.

13.08 Weekdays as referred to throughout this Article shall mean calendar days excluding Saturdays, Sundays and Named Holidays as specified in Clause 22.01.

#### **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 cents (\$1.50) per hour retroactive to the date of being assigned to the position. This shall include temporary assignment acting as the Chief Engineer.

- 14.02 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) hour's duration, shall be paid at the same step in the higher classification that he is at in his current classification until such time as he ceases to work in that capacity.
- 14.03 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 two thousand and eighty (2,080) regular hours of work paid at the basic rate of pay.
- 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 hours.

#### **ARTICLE 16: JOB CLASSIFICATION**

- 16.01 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 given 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.
- 16.02 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 17: PAYDAYS**

- 17.01 Paydays will be as established by the Employer but in no event will employees be paid less frequently than twice monthly. Should an error occur which requires an

adjustment to an employee's pay cheque of greater than \$100.00 gross pay, 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 18: SHIFT DIFFERENTIAL**

- 18.01 (a) Effective the date of ratification, a shift differential of two dollars, seventy-five cents (\$2.75) per hour shall be paid to an employee for each hour worked between 1500 to 2300 hours, provided that greater than two (2) hours is worked within that period.
- (b) Effective the date of ratification, a shift differential of four dollars and fifty cents (\$4.50) per hour shall be paid to an employee for each hour worked between 2300 to 0700 hours, provided that a minimum of two (2) hours is worked within that period.
- 18.02 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 the hours actually worked, when the hours that they work 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 19: WEEKEND PREMIUM**

- 19.01 An employee shall be paid, in addition to his basic rate of pay and any shift differential to which he may be entitled, a weekend premium of three dollars and twenty-five cents (\$3.25) per hour 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.
- 19.02 Any employees called in, called back, or scheduled to work overtime shall be entitled to this differential for the hours actually worked, when the hours that they work fall within the period at 1500 hours on Friday and concluding at 0700 hours on Monday. This differential shall apply in addition to the overtime pay and shall not be multiplied by the overtime rate.

#### **ARTICLE 20: LEAVES OF ABSENCE**

- 20.01 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.
- 20.02 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.
- 20.03 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 Clause 25.01 (a) and (b).



- 20.04 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 27.03.
- 20.05 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.
- 20.06 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.
- 20.07 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 of pay for such time off without pay.
- 20.08 An employee with a qualified relative in the end stages of life shall be entitled to leave of absence without pay but with benefits in the normal cost sharing, for a period up to six (6) weeks, if approved for Employment Insurance benefits. Qualified relative means a person in a relationship to the employee for whom the employee would be eligible for the compassionate care benefit under the Employment Insurance legislation. Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave if such leave continues beyond six (6) weeks, arrangements for continuation of Employment Benefit Plans shall be pursuant to Clause 20.03.

## **ARTICLE 21: BEREAVEMENT LEAVE**

- 21.01 (a) (i) Bereavement leave shall be granted in the event of death of a member of the employee's immediate family. For five (5) working days in seven (7) calendar of such leave of absence, the employee shall suffer no loss of regular earnings. Immediate family of the employee is defined as:

Spouse	Parent (including Step-Parent)
Child (including Step-Children)	Brother (including Step-Brother)
Sister (including Step-Sister)	Fiancé
Mother-In-Law	Father-In-Law
Son-In-Law	Daughter-In-Law
Brother-In-Law	Sister-In-Law
Legal Guardian	Grandparent
Grandchild	

"Spouse" shall include a common-law or same-sex relationship and shall be deemed to mean a man or woman who resided with the employee and who was held out publicly as his/her spouse for a period of at least one (1) year before the death.

- (ii) Upon request, the employee may be granted additional leave of absence without pay.
- (b) In the event of a death of another relative or close friend, the Employer may, subject to operational requirements, grant up to one (1) working day off with pay to attend the funeral services should the funeral fall within scheduled working hours.

**ARTICLE 22: NAMED HOLIDAYS**

22.01 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 1st, shall be granted an additional holiday as a "Floater" holiday until an additional Named Holiday is proclaimed by one of Clause 22.01 (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 Clause 22.02. The "Floater" holiday will be scheduled by the Employer during that calendar year.

22.02 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.

22.03 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 of pay plus:

- (a) one day's pay at his basic rate of pay; or
- (b) mutually agreed day off with pay at his basic rate of pay; or
- (c) by mutual agreement, a day added to his next annual vacation, which day shall be paid for at his basic rate of pay.

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 of pay to be taken within thirty (30) working days.

22.04 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.

22.05 All accumulated time in lieu of a Named Holiday will be paid out prior to March 31st of each year.

## **ARTICLE 23: ANNUAL VACATION**

### 23.01 Definitions

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay at the basic rate of pay;
- (b) "vacation year" means the twelve (12) 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.

### 23.02 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. Such entitlement shall be governed by the total length of such service as outlined below:

- (a) during the first (1<sup>st</sup>) and (2<sup>nd</sup>) years of such employment an employee earns a vacation of fifteen (15) working days; or
- (b) during the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) year of such employment an employee earns a vacation of twenty (20) working days; or
- (c) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) year of such employment an employee earns a vacation of twenty-five (25) working days; or
- (d) during the twentieth (20<sup>th</sup>) and subsequent years of such employment, an employee earns a vacation of thirty (30) working days.

23.03 Upon having reached twenty-five (25) years of continuous employment, an employee shall earn a one-time additional forty (40) hours of supplemental vacation with pay. These additional hours will be added to the employee's vacation bank and taken upon the employee's request subject to operational requirements.

#### 23.04 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 Clause 27.02 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.

#### 23.05 Time of Vacation

- (a) Vacations earned during one (1) year shall be taken by mutual agreement during any vacation year.
- (b) Notwithstanding 23.05 (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 (1) vacation year shall not be taken consecutively with vacation earned in following years except with approval of the Employer.
- (c) Notwithstanding 23.05 (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.
- (d) Notwithstanding 23.05 (b), an employee will not be allowed to have more than five (5) days above their current annual entitlement to carry over to the next vacation year, unless an extended vacation has already been scheduled and approved by the Manager. Failure to take the extended vacation by December 31st of that year will result in payout of all vacation accrual up to April 1st of the same year.
- (e) Subject to 23.05 (d), all accumulated vacation beyond the current annual entitlement plus five (5) days shall be paid out to the employee on the pay period prior to March 31st of each year.

23.06 The Employer will post a schedule for employees to indicate their preferred vacation period for the coming year, by January 1st. Choice of vacation dates shall be submitted by the employee by March 31st of each year. The Employer shall indicate approval or denial of the vacation requests and shall post the resulting vacation schedule by April 30<sup>th</sup>.

23.07 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 24

(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 24: SICK LEAVE**

- 24.01 (a) Sick leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses, which can respond to therapy and treatment as determined by a physician, and that absences from work due to such therapy shall be considered sick leave.
- (c) Upon completion of the probationary period an employee shall accumulate sick pay credits at the rate of one and one-half (1½) eight (8)- hour working days for each full month of employment retroactive to date of hire (twelve (12) hours per month). Such sick pay credits shall be accumulated to a maximum of not more than one hundred and twenty (120) days, nine hundred and sixty (960) hours.
- (d) Probationary employee(s) shall not be entitled to apply sick leave credits until such time as they have completed their probationary period.
- 24.02 An employee granted sick leave shall be paid for the period of regularly scheduled shifts absent due to such leave at his basic rate of pay, 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.
- 24.03 Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine.
- 24.04 When an employee has accrued the maximum sick leave credit of one hundred and twenty (120) eight (8)-hour working days or 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.
- 24.05 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.
- 24.06 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.
- (c) Except for massage therapy, for the purpose of Article 24.06, medical appointments are those services covered by Alberta Health Insurance Plan or the Employees' Supplemental Health Plan.

## ARTICLE 25: EMPLOYEE BENEFIT PLANS

25.01 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 Insurance Plan for a participating employee.
- (b) a group plan to provide:
  - i) Alberta Blue Cross Supplementary Benefits Plan, eighty percent (80%) Direct Bill;
  - 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 or other similar device as may be amended from year to year. A maximum annual reimbursement of three thousand dollars (\$3,000.00) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand dollars (\$3,000.00) 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 $\frac{2}{3}$ %) 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 $\frac{2}{3}$ %) 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 (1<sup>st</sup>) 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 (15<sup>th</sup>) day following the commencement of non-hospitalized sickness.

25.02 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.

25.03 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.

## 25.04 Flexible Spending Account

Effective April 01, 2016 the Flexible Health Spending Account will be replaced by a Flexible Spending Account (FSA), as follows:

### 1. Eligibility

- (a) A FSA shall be implemented for all employees eligible for benefits in accordance with Article 25.
- (b) A regular employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their full-time equivalencies (FTEs).

### 2. Calculation

The FSA will be calculated as follows:

- (a) Seven hundred and fifty dollars (\$750.00) to be allocated to each eligible full-time employee and pro-rated for each eligible part-time employee based on their FTE as of December 1st (eligibility date) of each year.

### 3. The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
  - (i) tuition costs or course registration fees;
  - (ii) travel costs associated with course attendance;
  - (iii) professional journals;
  - (iv) books or publications; and
  - (v) computer hardware or software.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the employee's discipline.
- (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Clause 25.01 (a) and (b) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan administered by the Employer or a Tax Free Savings Account (TFSA) in accordance with Canada Revenue Agency rules and policies.
- (e) Wellness expenses which may include, but are not limited to, such expenditures such as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.

4. Allocation

- (a) By December 1st (allocation date) of each year, employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an employee's FSA as of December 31<sup>st</sup> of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Employees who are laid off after January 1st in the year in which the funds are available shall maintain access to the fund for the balance of that calendar year while on layoff.
- (d) Reimbursement will be provided by the Employer upon submission of an original receipt.

5. Implementation

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
- (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
- (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

6. An employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement shall have her FSA maintained. It is understood that an employee is only entitled to one (1) FSA within a calendar year.

**ARTICLE 26: WORKER'S COMPENSATION**

26.01 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.

26.02 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 or Named Holidays during the period of absence.

26.03 Clause 26.02 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*.



- 26.04 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 (1/10<sup>th</sup>) 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 (1/10<sup>th</sup>) day can be deducted from sick leave credits, following which time the employee will be deemed to be on sick leave without pay.
- 26.05 In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 26.06 For the purpose of this Article, net salary shall be defined as the employee's basic rate of pay, without premiums, less any deductions required by law.

#### **ARTICLE 27: TERMINATION**

- 27.01 The Employer may terminate the services of an employee by giving written notice of termination of employment as prescribed under Section 57 of the *Employment Standards Code*.
- 27.02 (a) An employee shall provide to the Employer fourteen (14) calendar days notice of his desire to terminate his employment.
- (a) Notwithstanding Clause 27.02 (a), if an employee does not provide the Employer with fourteen (14) calendar days notice of termination of employment, such employee shall receive vacation pay at the rate prescribed in the Employment Standards Code R.S.A.2000 c. E- 9 concerning vacation with pay. The Employer may waive this Clause if termination is due to illness or to other cause which is acceptable to the Employer.
- 27.03 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.
- 27.04 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, within ten (10) working days.

#### **ARTICLE 28: UNIFORMS**

- 28.01 The Employer will supply, launder and maintain uniforms not previously worn outside the Hospital premises.
- 28.02 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.
- 28.03 The Employer shall supply all tools, which, in the opinion of the Employer, are required by the employees in the performance of their duties.

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

#### **ARTICLE 29: BULLETIN BOARDS**

29.01 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 30: TRANSFERS, PROMOTIONS AND APPOINTMENTS**

30.01 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.

30.02 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.

30.03 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 Clause 22.01.

30.04 In considering applicants for a position, the Employer shall take into account qualifications, job related skills, abilities, performance and seniority. Where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.

30.05 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.

30.06 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.

30.07 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 basic rate of pay will be adjusted immediately to the job rate of the position to which he is demoted.

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

30.09 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 31: PROBATIONARY PERIOD**

31.01 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.

31.02 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.

31.03 An employee who terminates employment with the Employer after completing his probationary period, and who is rehired by the same Employer within one (1) year from his date of termination, shall be able to count the hours toward the next increment previously earned, and then advance to the job rate in accordance with 15.01(c).

### **ARTICLE 32: PENSION PLAN**

32.01 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 33: SAFETY AND HEALTH**

33.01 Both parties shall cooperate to the extent required by law in the matter of safety and accident prevention.

33.02 A member of the bargaining unit shall be a member of the Safety Committee.

33.03 Two (2) qualified electricians shall work together when required by the Employer to install equipment on energized electrical circuits of four hundred and eighty (480) volts or higher, phase to phase.

33.04 The Employer shall provide protective clothing in the event an employee is required to:

- (a) dispose of any bio hazardous 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.
- (d) work on or near live electrical circuits.

- 33.05 (a) The Employer shall reimburse employees for the purchase of prescription safety glasses to a maximum Employer cost of two hundred and fifty dollars (\$250.00) every two (2) years.
- (b) Upon presentation of a receipt, the Employer shall reimburse employees for the purchase of CSA approved safety footwear to a maximum Employer cost of two hundred and twenty-five dollars (\$225.00) every two (2) years.

#### **ARTICLE 34: RETROACTIVITY**

34.01 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 Collective Agreement and the date of signing of this Collective 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 Collective Agreement.

#### **ARTICLE 35: NO PYRAMIDING**

35.01 Except where expressly authorized in this Collective Agreement (e.g. Article 14 – Temporary Assignment, Article 18 – Shift Differential, and Article 19 – Weekend Premium), there shall be no pyramiding of premiums.

35.02 Where two (2) or more applicable premiums are expressed as multiples of the basic rate of pay, the employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

#### **ARTICLE 36: PART-TIME EMPLOYEES**

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

- Article 9 - Hours of Work
- Article 10 - Overtime
- Article 22 - Named Holidays
- Article 23 - Annual Vacation
- Article 24 - Sick Leave

which are superseded by the following:

36.02 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.

36.03 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 ( $\frac{1}{2}$ ) shift of not less than four (4) hours.
- (c) exclude an unpaid meal break as scheduled by the Employer of not less than one-half ( $\frac{1}{2}$ ) hour and not more than one (1) hour for shifts worked greater than four (4) hours.

36.04 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 of pay for all hours worked on the first shift of the changed schedule.

36.05 Where an employee is called away to work after commencing a scheduled meal period, he shall receive payment at his basic rate of pay 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 Clauses 2.08 and 2.09.

36.06 (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 of pay for such hours, or if applicable, the overtime rate in Clause 36.07 for those hours worked in excess of eight (8) hours per day.

36.07 Overtime

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 of pay.

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

36.09 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. Any additional overtime worked in excess of ninety-six (96) hours cannot be banked and shall be paid.

36.10 Notwithstanding Clause 36.09, all overtime pay accrued and not taken shall be paid out prior to March 31st of each year.

36.11 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 of pay on his first tour of duty on the new shift.

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

### 36.13 **Named Holidays**

- (a) A part-time employee required to work on a Named Holiday specified in Article 22: 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

### 36.14 **Annual Vacation**

#### **Definitions**

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay at the basic rate of pay;
- (b) "vacation year" means the twelve (12)-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 (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) 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 (16<sup>th</sup>) and the last day, inclusive, of any month, the first day of the following month.

### 36.15 **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 any year of employment. Such entitlement shall be governed by the total length of service as outlined below:

- (a) during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of such employment an employee earns a vacation of twenty-one (21) calendar days; or
- (b) during the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) year of such employment an employee earns a vacation of twenty-eight (28) calendar days; or
- (c) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) year of such employment an employee earns a vacation of thirty-five (35) calendar days; or
- (d) during the twentieth (20<sup>th</sup>) and subsequent years of such employment an employee earns a vacation of forty-two (42) calendar days.
- (e) Upon having reached twenty-five (25) years of continuous employment, an employee shall earn a one (1)-time additional five (5) calendar days of

supplemental vacation. These additional hours will be added to the employee's vacation bank and taken upon the employee's request subject to operational requirements.

#### **36.16 Vacation Pay**

- (a) during each of the first (1<sup>st</sup>) and second (2<sup>nd</sup>) 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 third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) 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 tenth (10<sup>th</sup>) to twentieth (20<sup>th</sup>) 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 twentieth (20<sup>th</sup>) and subsequent years of continuous service, the employee shall earn vacation pay at a rate of twelve percent (12%) of their regular hours worked.
- (e) Upon having reached twenty-five (25) years of continuous employment, an employee shall earn a one (1)-time additional supplemental vacation pay of two percent (2%) of their regular earnings in the preceding vacation year.

#### **36.17 Time of Vacation**

- (a) Vacations earned during one (1) year shall be taken by mutual agreement during any vacation year.
- (b) Notwithstanding 36.17 (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 (1) vacation year shall not be taken consecutively with vacation earned in following years except with approval of the Employer.
- (c) Notwithstanding 36.17 (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.
- (d) Notwithstanding 36.17 (b), an employee will not be allowed to have more than five (5) days above their current annual entitlement to carry over to the next vacation year.
- (e) Subject to 36.17 (d), all accumulated vacation beyond the current annual entitlement plus five (5) days shall be paid out to the employee prior to March 31st of each year.

36.18 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.

36.19 The Employer will post a schedule for employees to indicate their preferred vacation period for the coming year, by January 1st. Choice of vacation dates shall be submitted by the employee by March 31st of each year. The Employer shall

indicate approval or denial of the vacation requests and shall post the resulting vacation schedule by April 30<sup>th</sup>.

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 (1) period of consecutive vacation time and the same procedure shall apply to any remaining disputes regarding preference for times when vacations are scheduled.

36.20 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 24 (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.

**36.21 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) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses, which can respond to therapy and treatment as determined by a physician, and that absences from work due to such therapy shall be considered sick leave.

(c) Upon completion of the probationary period, an employee shall accumulate sick pay credits at the rate of one and one half (1½) eight (8) hour working days for each full month of employment retroactive to date of hire (twelve (12) hours per month). Such sick pay credits shall be accumulated to a maximum of not more than one hundred and twenty (120) days, nine hundred and sixty (960) hours.

36.22 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 of pay 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.

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

36.24 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.

36.25 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.



36.26 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.
- (c) Except for massage therapy, for the purpose of Article 36.26, medical appointments are those services covered by Alberta Health Insurance Plan or the Employees' Supplemental Health Plan.

#### **ARTICLE 37: EXTENDED WORKDAY**

- 37.01 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.
- 37.02 Either party may, by giving three (3) 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.
- 37.03 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.
- 37.04 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.
- 37.05 Three (3) fifteen (15) minute paid rest periods will be provided during each full shift of twelve (12) hours.
- 37.06 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 of pay.
- 37.07 An employee required by the Employer to work on his scheduled day(s) off shall be paid at two times (2x) his basic rate of pay, 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 Clause 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.
- 37.08 Shift Differential and Weekend Premium shall be paid in accordance with Articles 18 and 19.

37.09 (a) (i) Bereavement leave shall be granted in the event of death of a member of the employee's immediate family. For the four (4) working days of such leave of absence, the employee shall suffer no loss of regular earnings. Immediate family of the employee is defined as:

Spouse	Parent (including Step-Parent)
Child (including Step-Children)	Brother (including Step-Brother)
Sister (including Step-Sister)	Fiancé
Mother-In-Law	Father-In-Law
Son-In-Law	Daughter-In-Law
Brother-In-Law	Sister-In-Law
Legal Guardian	Grandparent
Grandchild	

"Spouse" shall include a common-law or same-sex relationship and shall be deemed to mean a man or woman who resided with the employee and who was held out publicly as his/her spouse for a period of at least one (1) year before the death.

(ii) Upon request, the employee may be granted additional leave of absence without pay.

(b) In the event of a death of another relative or close friend, the Employer may, subject to operational requirements, grant up to one (1) working day off with pay to attend the funeral services should the funeral fall within scheduled working hours.

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

37.11 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 1st, shall be granted an additional holiday as a "Floater" holiday until an additional Named Holiday is proclaimed by one of 37.11 (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 Clause 22.02. The "Floater" holiday will be scheduled by the Employer during that calendar year.

- 37.12 (a) During the first (1<sup>st</sup>) and (2<sup>nd</sup>) years of such employment an employee earns a vacation of one hundred and twenty (120) work-hours; or
- (b) During the third (3<sup>rd</sup>) to ninth (9<sup>th</sup>) years of such employment an employee earns a vacation of one hundred and sixty (160) work-hours; or
- (c) During the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of such employment an employee earns a vacation of two hundred (200) work-hours; or
- (d) During the twentieth (20<sup>th</sup>) and subsequent years of such employment an employee earns a vacation of two hundred and forty (240) work-hours.
- (e) Upon having reached twenty-five (25) years of continuous employment, an employee shall earn a one (1)-time additional forty (40) hours of supplemental vacation with pay. These additional hours will be added to the employee's vacation bank and taken upon the employee's request subject to operational requirements.
- (f) Vacation pay shall be based on forty (40) hours per week at the employee's basic rate of pay.

37.13 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 Clause 27.02 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.

37.14 (a) Upon completion of the probationary period, an employee shall accumulate sick pay credits at the rate of one and one-half (1½) eight (8) hour working days for each full month of employment retroactive to date of hire (twelve (12) hours per month). Such sick pay credits shall be accumulated to a maximum of not more than one hundred and twenty (120) days, nine hundred and sixty (960) hours.

- (b) Probationary employee(s) shall not be entitled to apply sick leave credits until such time as they have completed their probationary period.

37.15 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.

37.16 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 (1/10<sup>th</sup>) 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 (1/10<sup>th</sup>) day can be deducted from sick leave credits, following which time the employee will be deemed to be on sick leave without pay.

**37.17 Part-Time Employees**

(a) Amend Clause 36.02 (a) to read:

36.02 (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 (1) complete cycle of the shift schedule.”

(b) Amend Clause 36.03 to read:

36.03 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 Clause 36.06 to read:

36.06 (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 of pay for such hours, or if applicable, the overtime rate in Clause 36.07, for those hours worked in excess of twelve (12) hours per day.”

(d) Amend Clause 36.07 to read:

36.07 (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 of pay.”

## ARTICLE 38: CASUAL EMPLOYEES

- 38.01 Except as specifically provided hereinafter, the provisions of the Collective Agreement shall not apply to casual employees. The provisions of Articles/ Clauses 1, 2, 3, 4, 5, 6, 9.09, 13, 15.01, 17, 18, 19, 28, 29, 33, 34.01, 35 and 37.05 shall apply to casual employees
- 38.02 Casual 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.
- 38.03 Casual 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.
- (a) Casual 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 during the third and subsequent years of employment, if applicable.
  - (b) Casual 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 (1<sup>st</sup>) and second (2<sup>nd</sup>) employment years; or
    - (ii) eight percent (8%) of their earnings at the basic rate of pay during the third (3<sup>rd</sup>) and subsequent years of employment, if applicable.
- 38.04 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.
- 38.05 Casual employees are not entitled to participate in the prepaid health benefits plan.
- 38.06 (a) The Employer shall determine when overtime is necessary and for what period of time it is required. Except as specified in Clause 38.06 (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) Casual employees who work an extended workday 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 Clause 37.06.
  - (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.
- 38.07 Casual employees do not accrue seniority.
- 38.08 Workers' Compensation Board coverage will be provided for casual employees.

## **ARTICLE 39: TRANSPORTATION**

- 39.01 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 in accordance with the Employer's Travel Policy or the Government of Alberta rate, whichever is higher.
- 39.02 Employees who are required to regularly 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 and seventy dollars (\$170.00), 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.

**ARTICLE 40: APPRENTICES**

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

- a) an emphasis on recruiting apprentices shall be made;
- b) apprentices will be supported during their school period by being paid their basic rate of pay for eight (8) hours per day, Monday to Friday while in attendance at school. If the apprentice is unsuccessful in completing their school period, the Employer shall not be required to pay for the next school period. If that school period is successfully completed, the Employer shall resume paying regular wages during the subsequent school periods, subject to successful completion.
- c) the Employer shall pay for any tuition fees, books, and course materials required for the apprentice to attend the school periods.
- d) the employee shall enter into a Return Service Agreement that is acceptable to the Union.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**I.U.O.E. SALARIES APPENDIX  
BASIC HOURLY RATE  
APRIL 01, 2014 to March 31, 2017**

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

Classification	Date Effective	Start Date	Job Rate
4 <sup>th</sup> Class Power Engineer	<b>Date</b>	<b>Step 1</b>	<b>Step 2</b>
	April 01, 2014	\$32.41	\$35.10
	April 01, 2015	\$33.05	\$35.80
	April 01, 2016	\$33.38	\$36.16
3 <sup>rd</sup> Class Power Engineer	<b>Date</b>	<b>Step 1</b>	<b>Step 2</b>
	April 01, 2014	\$35.07	\$38.00
	April 01, 2015	\$35.77	\$38.75
	April 01, 2016	\$36.13	\$39.14
2 <sup>nd</sup> Class Power Engineer	<b>Date</b>	<b>Step 1</b>	<b>Step 2</b>
	April 01, 2014	\$40.59	\$44.14
	April 01, 2015	\$41.40	\$45.02
	April 01, 2016	\$41.81	\$45.47
Electronic Technician II Millwright/Machinist Refrigeration and Air Conditioning Mechanic Electrician Plumber Instrument Technician HVAC Technician  Plumber/Steamfitter	<b>Date</b>	<b>Step 1</b>	<b>Step 24</b>
	April 01, 2014	\$39.97	\$43.16
	April 01, 2015	\$40.77	\$44.02
	April 01, 2016	\$41.18	\$44.46
Electrician/Instrument Technician	<b>Date</b>	<b>Step 1</b>	<b>Step 2</b>
	April 01, 2014	\$42.08	\$46.00
	April 01, 2015	\$42.92	\$46.92
	April 01, 2016	\$43.35	\$47.39



**LETTER OF UNDERSTANDING #1**

Between

COVENANT HEALTH  
GREY NUNS COMMUNITY HOSPITAL (GNCH)  
AND EDMONTON GENERAL CONTINUING CARE CENTRE (EGCCC)  
(hereinafter referred to as the "Employer")

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955  
(hereinafter referred to as the "Union")

**RE: APPRENTICESHIP**

1. When an apprenticeship is offered to an employee, the basic rate of pay shall be:

- Year 1: Sixty percent (60%) of the applicable Journeyman Job Rate of Pay.
- Year 2: Seventy percent (70%) of the applicable Journeyman Job Rate of Pay.
- Year 3: Eighty percent (80%) of the applicable Journeyman Job Rate of Pay.
- Year 4: Ninety percent (90%) of the applicable Journeyman Job Rate of Pay.

For new employees in the first year of employment, their basic rate of pay shall be at the appropriate percentage of the journeyman Start Rate of Pay pursuant to Clause 15.01 (c). Thereafter their basic rate of pay shall be at the appropriate percentage of the journeyman Job Rate of Pay.

2. When an apprentice is on an approved leave of absence for educational reasons related to the apprenticeship program, the cost sharing for health benefits shall continue.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

## LETTER OF UNDERSTANDING #2

Between

COVENANT HEALTH  
GREY NUNS COMMUNITY HOSPITAL (GNCH)  
AND EDMONTON GENERAL CONTINUING CARE CENTRE (EGCCC)  
(hereinafter referred to as the "Employer")

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955  
(hereinafter referred to as the "Union")

### **RE: SEVERANCE FOR ORGANIZATIONAL CHANGE**

The parties agree as follows:

#### 1. Restructuring

- 1.1 The Employer will consult with the Union as soon as reasonably possible and at a minimum, one (1) month prior to any workforce adjustment resulting from organizational change.
- 1.2 In the event of any workforce adjustment, as outlined in 1.1, the Employer agrees that employees affected shall be given no less than ninety (90) calendar days' written notice prior to the implementation of any workforce adjustment. Such notice will be concurrent with any required lay-off notice carried out in accordance with Article 7 Lay-off and recall.
- 1.3 The parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary Leaves of Absence, transfers or voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on employees.

#### 2. Severance

- 2.1 In the event the work performed by a regular employee in a classification in the bargaining unit is eliminated and the regular employee has exercised their lay-off rights pursuant to Article 7 and no alternate employment is found for an affected regular employee, the regular employee shall be eligible for severance calculated as follows:
  - (a) The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - (b) Regular salary = (regularly scheduled hours of work as at the date of the application for the program) x (basic rate of pay). For calculation purposes service in excess of six (6) months shall be considered a full year (e.g. five (5) years and seven (7) months would be considered as six (6) years of service).

- (c) An employee receiving severance may be considered for re-employment with the Employer, Alberta Health Services or any other agency provided they repay the Employer the difference if any between the time they were unemployed and the length of time for which severance was paid.
  - (d) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
- 2.2 Severance will not be approved if termination of the employee does not directly result in the permanent elimination of the regular employee's full-time equivalency or a comparable full-time equivalency.
- 2.3 The Employer will only consider a severance application from an employee on Sick Leave, WCB, LTD where the employee has provided medical evidence to the Employer that they are fit to return to work.
- 2.4 The Employer reserves the right to determine the date of termination and once approved, the decision to take severance and terminate employment is irrevocable.

The Letter of Understanding will expire on March 31, 2017, or upon the date of ratification of the next Collective Agreement, whichever is later.

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

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

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**LETTER OF UNDERSTANDING #3**

Between

COVENANT HEALTH  
GREY NUNS COMMUNITY HOSPITAL (GNCH)  
AND EDMONTON GENERAL CONTINUING CARE CENTRE (EGCCC)  
(hereinafter referred to as the "Employer")

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955  
(hereinafter referred to as the "Union")

**RE: NIGHT SHIFT DIFFERENTIAL – POWER ENGINEERS**

1. A shift differential of four dollars and fifty cents (\$4.50) per hour shall be paid to those Power Engineers who work 0600-1800, for each hour worked between 2300 to 0700 hours, provided that a minimum of one (1) hour is worked within that period.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## LETTER OF UNDERSTANDING #4

Between

COVENANT HEALTH  
GREY NUNS COMMUNITY HOSPITAL (GNCH)  
AND EDMONTON GENERAL CONTINUING CARE CENTRE (EGCCC)  
(hereinafter referred to as the "Employer")

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955  
(hereinafter referred to as the "Union")

Effective March 30, 2017 Special Leave shall be discontinued and replaced with Personal Leave as of March 31, 2017. Personal Leave shall be administered as follows:

### RE: PERSONAL LEAVE DAYS

- (a) Benefit eligible Regular Employees shall be entitled to Personal Leave Days each year, from April 1 through March 31. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for Personal Leave will be granted where operationally acceptable and shall not be unreasonably denied.
- (b) The number of Personal Leave Days are determined by the FTE as of April 1 of each year. For employees working 8 hour shifts:
  - 1) Full-time and Part-time Regular Employees with zero point eight (0.80) or greater FTE shall be entitled to three (3) days of 8.00 hours each.
  - 2) Part-time Regular Employees between zero and point six (0.60) FTE and zero point seven nine (0.79) FTE shall be entitled to two (2) days of 8.00 hours each.
  - 3) Part-time Regular Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day of 8:00 hours.
- (c) For Employees working 12 hour shifts:
  - 1) Full-time and part-time regular Employees with 0.6 FTE or greater shall be entitled to 2 days of 12 hours each;
  - 2) Part-time regular Employees between 0.38 and 0.59 shall be entitled to one day of 12 hours each.
- (d) Personal Leave Days are granted per incident as a full day.
- (e) Any Personal Leave Days not used by March 31 of each years shall not be carried over nor paid out. Any Personal Leave Days not used upon termination of employment shall not be paid out.

- (f) New Employees hired after January 1 of each year shall not receive Personal Leave Days until April 1 of that same year.

This Letter of Understanding shall expire on March 31<sup>st</sup>, 2017, or on the date of ratification of the next Collective Agreement, whichever is later.

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

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

---

---

---

---

---

Date

---

Date

## LETTER OF UNDERSTANDING #5

Between

COVENANT HEALTH  
GREY NUNS COMMUNITY Hospital (GNCH)  
AND EDMONTON GENERAL CONTINUING CARE CENTRE (EGCCC)

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111

### **RE: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2111**

Notwithstanding the provisions of Article 4 (Union Recognition) of the current Collective Agreement between Covenant Health and C.U.P.E., Local 2111 and Article 3 (Union Recognition, Membership and Dues deduction) of the current Collective Agreement between Covenant Health and I.U.O.E., Local Union No. 955, the parties hereby agree that for the term April 1, 2011 to March 31, 2014 or until the date of ratification of the next Collective Agreement, whichever is later, the following provisions shall apply:

1. Qualified employees employed as Electronic Technologist or Journeyman Tradesmen may be assigned by mutual agreement to the Edmonton General, Misericordia or Grey Nuns sites provided that hours worked away from the employee's 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 in accordance with the Employer's Travel Policy or the Government of Alberta rate, whichever is higher for the return distance between the base site and assigned site.

5. In the event of an emergency call-in or overtime at any particular site, every possible effort will be made to call in the employees normally based at that site.

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

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

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

---

---

---

---

---

DATE

---

DATE

**ON BEHALF OF  
COVENANT HEALTH (GREY NUNS  
COMMUNITY HOSPITAL AND EDMONTON  
GENERAL CONTINUING CARE CENTRE)**

---

---

---

---

DATE



## LETTER OF UNDERSTANDING #6

Between

COVENANT HEALTH  
GREY NUNS COMMUNITY HOSPITAL (GNCH)  
AND EDMONTON GENERAL CONTINUING CARE CENTRE (EGCCC)  
(hereinafter referred to as the "Employer")

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955  
(hereinafter referred to as the "Union")

### **RE: RETURN SERVICE AGREEMENT – TRAINING PROGRAM**

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

1. The Employer may provide a Training Program that will qualify applicants for vacant positions within the bargaining unit. During the period of the training program the "Trainee" will be out of the scope of the bargaining unit and will receive a stipend.
2. Upon successful completion of the Training Program, appointments to vacancies or casual status will be at the current Step I Basic Rate of Pay for the applicable classification.
3. Letters of Offer will include a Return Service Commitment for consideration of the stipend paid during the Training Program. The length of the return service commitment shall be twelve (12) months in a full-time capacity or the equivalent of 2080 hours in either a part-time capacity or casual status.
4. Should the employee resign from the Employer or be terminated prior to completing 2080 hours worked, the employee will be required to reimburse the Employer for a portion of the total amount of the trainee stipend received. The portion to be reimbursed shall be calculated as a pro-rated amount equaling the total amount of the stipend divided by 2080 X number of hours remaining in the return service commitment.

5. This Letter of Understanding may be terminated by either Party by providing ninety (90) calendar days' notice in writing of such intent. The termination of the Letter of Understanding does not negate any prior existing return service commitment with employees.

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

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

---

---

---

---

---

Date

---

Date

## LETTER OF UNDERSTANDING #7

Between

COVENANT HEALTH  
GREY NUNS COMMUNITY HOSPITAL (GNCH)  
AND EDMONTON GENERAL CONTINUING CARE CENTRE (EGCCC)  
(hereinafter referred to as the "Employer")

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 955  
(hereinafter referred to as the "Union")

### **RE: CLASSIFICATION APPEAL PROCESS WITH RESPECT TO THE GENERAL SUPPORT SERVICES CLASSIFICATION REVIEW**

WHEREAS the Employer has undertaken a complete review of the Classifications of all General Support Services positions throughout the organization, and

WHEREAS the Classifications of the vast majority of employees will remain unchanged, and

WHEREAS it is the desire of the Employer to recognize equity among classifications and pay thereof, of employees throughout the organization, and

WHEREAS it is recognized that some employees may not agree with the Classification to which their position has been assigned,

THEREFORE, the Parties agree the following process will be used to expedite Classification Appeals.

1. Purpose

The purpose of the Classification Appeal Provision is to provide the Employer and the Union with an effective means to expedite a Classification Appeal in a situation where there may be a large number of appeals taking place at the same time.

2. If the Employer changes the classification allocation of the work being performed by a regular employee and the employee disagrees with the classification allocation, the employee may appeal the Employer's decision. Such appeals may be joined with other Appeals within the same Classification, or Occupational Grouping.

3. Classification Appeal Process (Internal)

(a) Employees will be notified via mail or and Covenant Health e-mail of the Classification to which their current position has been assigned. Employees who hold multiple positions in a General Support Services bargaining unit, shall be notified of the Classification assignment of each position.

(b) Within thirty (30) working days of the time that the employee could reasonably have become aware of the notice of the Classification assignment, an employee, may request, in writing, an Appeal of the Review. Such Appeals shall be sent to the Classification and Compensation Department (Class & Comp), with a copy to the employee's manager. The request shall outline the basis for the employee's appeal.

(c) Upon receipt of the Appeal from the employee(s), Class & Comp shall

reassess the identified position(s) and advise the employee(s) in writing of its decision, including rationale, within twenty (20) working days (the Appeal Decision).

- (d) In the event the Union and the employee(s) do not agree with the Appeal Decision, the Union may submit a further Appeal to the Director responsible for Classification and Compensation, within ten (10) working days of the date the Appeal Decision was received.
- (e) The Director responsible for Classification and Compensation, or designate, shall establish a Panel to hear the Appeal within ninety (90) working days of receipt of the further Appeal. This time period can be extended with the mutual agreement of the Union and the Employer. The Panel may jointly hear the Appeals of all the positions being Appealed in the same Classification.
- (f) The Panel shall consist of:
  - (i) The Director, or designate, as Chair;
  - (ii) A representative chosen by the Union who is not directly involved (this could include a representative from one of the Unions who is not directly involved); and
  - (iii) An operational manager with knowledge of the position being reviewed, but not the manager of the employee(s) position(s) being reviewed.
- (g) At each step of the process, interested Parties will have the opportunity to submit verbal and written reasons for their respective positions.
- (h) The Panel will provide their written decision to the Appeal, including rationale, within twenty (20) working days of the completion of the Appeal.
- (i) Where a decision from this process results in a change to the Classification of a position, any changes in pay for affected employee(s), shall be as follows:
  - (i) For reviews resulting in increases in pay, the increases will be retroactive to the date the General Support Services Classification Review under this LOU was implemented; and
  - (ii) For reviews resulting in decreases in pay, the decreases will be effective the date of the decision of the Appeal Panel.

#### 4. Classification Review Reconsideration Process (External)

- (a) In the event that the Union and employee do not agree with the Appeal decision pursuant to the Internal Process, the Union shall notify the Director of Labour Relations, or designate, of their intention to initiate the External Review Process.
- (b) The Parties agree that a single adjudicator, agreed to by the Parties, shall be appointed to hear the appeal and render a decision based on the Employer's classification system. The decision of the adjudicator shall be final and binding upon the parties and the employee(s) affected by the decision.
- (c) This process is not subject to the Grievance and Arbitration Process.

The Application of this Letter of Understanding is limited to Classification changes made through the General Support Services Classification Review completed and implemented in 2016.

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

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

---

---

---

---

---

Date

---

Date