

COLLECTIVE AGREEMENT

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

**THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA (HSAA)
(PARAMEDICAL TECHNICAL EMPLOYEES)**

July 1, 2011 to June 30, 2014

TABLE OF CONTENTS

SCOPE AND TERM OF THE COLLECTIVE AGREEMENT	1
1.0 THE AGREEMENT.....	1
GENERAL DEFINITIONS	1
2.0 GENERAL DEFINITIONS.....	1
MANAGEMENT RIGHTS	3
3.0 MANAGEMENT RIGHTS.....	3
UNION SECURITY	4
4.0 UNION RIGHTS.....	4
<i>HSAA Business</i>	4
5.0 HSAA MEMBERSHIP.....	5
6.0 DUES.....	5
7.0 BULLETIN BOARDS.....	7
8.0 NO DISCRIMINATION.....	7
NO STRIKES OR LOCKOUTS	7
9.0 NO STRIKES OR LOCKOUTS.....	7
EMPLOYMENT	8
10.0 PROBATION.....	8
11.0 SENIORITY.....	8
12.0 PROMOTIONS, TRANSFERS, AND VACANCIES.....	9
<i>Employment in Multiple Positions</i>	14
13.0 LAYOFF.....	15
<i>Severance</i>	17
14.0 RECALL.....	18
<i>Recall to Casual Work</i>	19
15.0 TECHNOLOGICAL/ORGANIZATIONAL CHANGE.....	20
16.0 CONTRACTING OUT.....	22
17.0 RESIGNATION.....	22
18.0 TERMINATION ENTITLEMENTS.....	22
19.0 DEEMED TERMINATION.....	22
20.0 JOB DESCRIPTIONS.....	23
21.0 JOB CLASSIFICATIONS.....	23
<i>New Classifications</i>	23
22.0 CLASSIFICATION REVIEW.....	24
WORKING CONDITIONS AND REMUNERATION	24
23.0 HOURS OF WORK.....	24
<i>Meal Periods and Rest Periods</i>	26
<i>Availability During Meal Periods</i>	26
<i>Working During Meal Periods and Rest Periods</i>	26
<i>Split Shifts</i>	27
<i>Modified Hours of Work</i>	27
<i>Daylight Saving Time</i>	27
24.0 WORK SCHEDULES AND SHIFTS.....	27
<i>“Day Shifts” and “Weekends”</i>	27
<i>Shift Scheduling Standards and Premiums for Non-Compliance</i>	27
<i>Shift Rotations</i>	28
<i>Schedule Posting, Changes, and Premiums for Non-Compliance</i>	28
<i>Employee Shift Trading</i>	29
25.0 OVERTIME.....	30
26.0 ON-CALL DUTY.....	31
<i>Scheduling On-Call</i>	31
<i>Premiums for Non-Compliance</i>	31

TABLE OF CONTENTS

Employee On-Call Trading..... 31
On-Call Pay..... 31
Call-Backs While On-Call 32
Call-Backs While Not On-Call 33
End of Call-Back 33
Call-Backs on Named Holidays 33
Transportation for Call-Backs 33
Telephone Consultations..... 33
27.0 SHIFT PREMIUMS 34
 Shift Premium..... 34
 Weekend Premium 34
28.0 RESPONSIBILITY PAY 34
29.0 TEMPORARY ASSIGNMENTS 34
30.0 TRAVEL EXPENSES 35
31.0 PROTECTIVE CLOTHING 36
BASIC RATES OF PAY 36
32.0 WAGE APPENDIX 36
33.0 WAGE INCREMENTS..... 36
34.0 RECOGNITION OF PREVIOUS EXPERIENCE 37
35.0 TECHNICAL CERTIFICATION..... 38
 Technical Qualification Premiums..... 38
EARNING AND PAYMENT OF WAGES 38
36.0 HOURLY EARNINGS 38
37.0 PAY DAYS 39
38.0 VACATIONS 39
 Specific Definitions 39
39.0 VACATION ENTITLEMENT 39
40.0 NOT ALLOCATED..... 41
41.0 TIME OF VACATION..... 41
42.0 SCHEDULING PREFERENCES 41
43.0 ALTERATION BY CLS 43
43.2 PORTABILITY 43
43.3 VACATION AND MATERNITY LEAVE..... 44
44.0 NAMED HOLIDAYS 44
45.0 NOT ALLOCATED..... 47
46.0 NOT ALLOCATED..... 47
47.0 NOT ALLOCATED..... 47
48.0 NOT ALLOCATED..... 47
49.0 NOT ALLOCATED..... 47
50.0 NOT ALLOCATED..... 47
51.0 ANNUAL FLOATER 47
HEALTH AND WELFARE BENEFITS..... 47
52.0 SICK LEAVE 47
 Sick Leave Credits..... 47
PORTABILITY 48
53.0 SICK LEAVE PAY 48
54.0 SICK LEAVE ADMINISTRATION..... 49
 Proof of Illness 49
 Confidentiality 49
 Sick Leave and Vacation..... 49
55.0 HEALTH APPOINTMENTS 50
56.0 WORKERS' COMPENSATION 50
57.0 NOT ALLOCATED..... 51
58.0 NOT ALLOCATED..... 51

TABLE OF CONTENTS

59.0	NOT ALLOCATED.....	51
60.0	EMPLOYEE BENEFIT PLANS	51
61.0	PENSION PLAN.....	54
	LEAVES OF ABSENCE	55
62.0	GENERAL POLICIES COVERING LEAVES OF ABSENCE.....	55
63.0	GENERAL LEAVE	56
64.0	SPECIAL LEAVE	56
65.0	EDUCATIONAL LEAVE / PROFESSIONAL DEVELOPMENT/IN-SERVICES	57
66.0	BEREAVEMENT LEAVE / COMPASSIONATE CARE LEAVE	58
	<i>Compassionate Care Leave.....</i>	<i>59</i>
67.0	MATERNITY AND PARENTAL LEAVE	59
68.0	PARENT TO BE.....	60
69.0	ADOPTIVE PARENT LEAVE	61
70.0	COURT APPEARANCE.....	61
71.0	LEAVE FOR PUBLIC OFFICE	62
72.0	EVALUATIONS	62
73.0	PERSONNEL FILES.....	63
74.0	DISCIPLINE AND DISMISSAL.....	64
75.0	GRIEVANCE PROCEDURE	64
	<i>GRIEVANCES BY EMPLOYEES.....</i>	<i>64</i>
	<i>Step 2 – Senior Operating Officer.....</i>	<i>66</i>
	<i>POLICY GRIEVANCES BY HSAA</i>	<i>66</i>
	<i>GENERAL RULES.....</i>	<i>67</i>
76.0	GRIEVANCE ARBITRATION.....	67
77.0	EXPEDITED MEDIATION AND ARBITRATION	68
78.0	NOT ALLOCATED.....	69
79.0	EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE	69
80.0	ENVIRONMENTAL HEALTH AND SAFETY	70
81.0	CASUAL EMPLOYEES	71
82.0	TEMPORARY EMPLOYEES	71
83.0	CHANGE OF STATUS.....	71
84.0	COPIES OF COLLECTIVE AGREEMENT.....	74
	LETTER OF UNDERSTANDING #1.....	75
	<i>RE: ROTATING EMPLOYEES</i>	<i>75</i>
	LETTER OF UNDERSTANDING #2.....	77
	<i>RE: PAY RATE OF LINDA ANSELL.....</i>	<i>77</i>
	LETTER OF UNDERSTANDING #3.....	78
	<i>RE: JOINT COMMITTEE</i>	<i>78</i>
	LETTER OF UNDERSTANDING #4.....	80
	<i>RE: PAY RATE OF DOROTHY CAMERON</i>	<i>80</i>
	LETTER OF UNDERSTANDING #5.....	81
	<i>RE: FLEXIBLE SPENDING ACCOUNT.....</i>	<i>81</i>
	LETTER OF UNDERSTANDING #6.....	84
	<i>RE: SUPERNUMERARY POSITIONS.....</i>	<i>84</i>
	LETTER OF UNDERSTANDING #7.....	86
	<i>RE: JOB SHARING.....</i>	<i>86</i>
	LETTER OF UNDERSTANDING #8.....	87
	<i>RE: MOBILE LABORATORY COMPENSATION</i>	<i>87</i>
	LETTER OF UNDERSTANDING #9.....	88
	<i>RE: PROFESSIONAL DEVELOPMENT AND WELLNESS ACCOUNT FOR CASUAL EMPLOYEES</i>	<i>88</i>

TABLE OF CONTENTS

LETTER OF UNDERSTANDING #10..... 89
RE: PROFESSIONAL DEVELOPMENT AND WELLNESS ACCOUNT FOR 0.1, 0.2 and 0.3 FTE EMPLOYEES 89

LETTER OF UNDERSTANDING #11..... 90
RE: ASHI CERTIFICATION..... 90

LETTER OF UNDERSTANDING #12..... 91
RE: PART-TIME SEASONAL EMPLOYEES..... 91

LETTER OF UNDERSTANDING #13..... 93
RE: GUIDELINES FOR DETERMINATION OF REQUIREMENT TO PROVIDE AN AUTOMOBILE 93

LETTER OF UNDERSTANDING #14..... 95
RE: INTERNAL STAFF TRANSFERS..... 95

LETTER OF UNDERSTANDING #15..... 97
RE: FLEXIBILITY IN THE WORKPLACE..... 97

LETTER OF UNDERSTANDING #16..... 98
RE: ONE TIME PAYMENT OF \$500.00..... 98

WAGE APPENDIX 99

DRAFT

INDEX

- ADOPTIVE PARENT LEAVE, 61
- ALTERATION BY CLS, 43
- ANNUAL FLOATER, 47
- ASHI CERTIFICATION, 90
- Availability During Meal Periods, 26**
- BASIC RATES OF PAY, 36
- BEREAVEMENT LEAVE / COMPASSIONATE CARE LEAVE, 58
- BULLETIN BOARDS, 7
- Call-Backs on Named Holidays, 33**
- Call-Backs While Not On-Call, 33**
- Call-Backs While On-Call, 32**
- CASUAL EMPLOYEES, 71**
- CHANGE OF STATUS, 71**
- CLASSIFICATION REVIEW, 24
- Compassionate Care Leave, 59**
- Confidentiality, 49**
- CONTRACTING OUT, 22
- COPIES OF COLLECTIVE AGREEMENT, 74**
- COURT APPEARANCE, 61
- Day Shifts and Weekends, 27**
- Daylight Saving Time, 27
- DEEMED TERMINATION, 22
- DISCIPLINE AND DISMISSAL, 64
- DUES, 5
- EARNING AND PAYMENT OF WAGES, 38
- EDUCATIONAL LEAVE / PROFESSIONAL DEVELOPMENT, 57
- El Supplemental Unemployment Benefit, 53
- EMPLOYEE BENEFIT PLANS, 51
- Employee On-Call Trading, 31**
- Employee Shift Trading, 29**
- EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE, 69
- EMPLOYMENT, 8**
- Employment in Multiple Positions, 14**
- End of Call-Back, 33**
- ENVIRONMENTAL HEALTH AND SAFETY, 70**
- EVALUATIONS, 62
- EXPEDITED MEDIATION AND ARBITRATION, 68
- Family Leave, 57
- FLEXIBILITY IN THE WORKPLACE, 97
- FLEXIBLE SPENDING ACCOUNT, 81
- GENERAL DEFINITIONS, 1
- GENERAL LEAVE, 56
- GENERAL POLICIES COVERING LEAVES OF ABSENCE, 55
- GENERAL RULES, 67
- GRIEVANCE ARBITRATION, 67
- GRIEVANCE PROCEDURE, 64
- GRIEVANCES BY EMPLOYEES, 64
- GUIDELINES FOR DETERMINATION OF, 93
- HEALTH AND WELFARE BENEFITS, 47
- HEALTH APPOINTMENTS, 50**
- HOURLY EARNINGS, 38
- HOURS OF WORK, 24
- HSAA Business, 4
- HSAA MEMBERSHIP, 5
- INTERNAL STAFF TRANSFERS, 95
- JOB CLASSIFICATIONS, 23
- JOB DESCRIPTIONS, 23
- JOB SHARING, 86
- JOINT COMMITTEE, 78
- LAYOFF, 15
- LEAVE FOR PUBLIC OFFICE, 62
- LEAVES OF ABSENCE, 55
- MANAGEMENT RIGHTS, 3
- MATERNITY LEAVE, 59
- Meal Periods and Rest Periods, 26**
- MOBILE LABORATORY COMPENSATION, 87
- Mobility of Employees to alternate worksites, 20**
- Modified Hours of Work, 27**
- NAMED HOLIDAYS, 44
- New Classifications, 23**
- NO DISCRIMINATION, 7
- NO STRIKES OR LOCKOUTS, 7
- ON-CALL DUTY, 31
- On-Call Pay, 31**
- ONE TIME PAYMENT OF \$500.00, 98
- OVERTIME, 30
- PARENT TO BE, 60
- PART-TIME SEASONAL EMPLOYEES, 91
- PAY DAYS, 39
- PAY RATE OF DOROTHY CAMERON, 80
- PAY RATE OF LINDA ANSELL, 77
- PENSION PLAN, 54
- Performance Expectations, 63
- Permanent Transfers, 21**
- PERSONNEL FILES, 63
- POLICY GRIEVANCES BY HSAA, 66
- PORTABILITY, 43, 48
- Premiums for Non-Compliance, 31**
- Pressing Necessity Leave, 57
- PROBATION, 8
- PROFESSIONAL DEVELOPMENT AND WELLNESS ACCOUNT FOR 1, 0.2, AND 0.3 FTE EMPLOYEES, 89
- PROFESSIONAL DEVELOPMENT AND WELLNESS ACCOUNT FOR CASUAL EMPLOYEES, 88
- Program Transfers, 22**
- PROMOTIONS, TRANSFERS, AND VACANCIES, 9
- Proof of Illness, 49**
- PROTECTIVE CLOTHING, 36
- RECALL, 18
- Recall to Casual Work, 19
- RECOGNITION OF PREVIOUS EXPERIENCE, 37
- RESIGNATION, 22
- RESPONSIBILITY PAY, 34
- ROTATING EMPLOYEES, 75
- Schedule Posting, Changes, and Premiums for Non-Compliance, 28**
- Scheduling On-Call, 31**
- SCHEDULING PREFERENCES, 41
- SENIORITY, 8
- Severance, 17**

Shift Premium, 34
SHIFT PREMIUMS, 34
Shift Rotations, 28
Shift Scheduling Standards and Premiums for Non-Compliance, 27
SICK LEAVE, 47
SICK LEAVE ADMINISTRATION, 49
Sick Leave and Vacation, 49
Sick Leave Credits, 47
SICK LEAVE PAY, 48
SPECIAL LEAVE, 56
Specific Definitions, 39
Split Shifts, 27
Step 2, 66
SUPERNUMERARY POSITIONS, 84
TECHNICAL CERTIFICATION, 38
Technical Qualification Premiums, 38
TECHNOLOGICAL/ORGANIZATIONAL CHANGE, 20
Telephone Consultations, 33
TEMPORARY ASSIGNMENTS, 34

TEMPORARY EMPLOYEES, 71
Temporary Transfers, 20
TERMINATION ENTITLEMENTS, 22
THE AGREEMENT, 1
TIME OF VACATION, 41
Transportation for Call-Backs, 33
TRAVEL EXPENSES, 35
UNION RIGHTS, 4
UNION SECURITY, 4
VACATION AND MATERNITY LEAVE, 44
VACATION ENTITLEMENT, 39
VACATIONS, 39
WAGE APPENDIX, 36, 99
WAGE INCREMENTS, 36
Weekend Premium, 34
WORK SCHEDULES AND SHIFTS, 27
WORKERS' COMPENSATION, 50
WORKING CONDITIONS AND REMUNERATION, 24
Working During Meal Periods and Rest Periods, 26

COLLECTIVE AGREEMENT

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)

SCOPE AND TERM OF THE COLLECTIVE AGREEMENT

1.0 THE AGREEMENT

- 1.1** The agreement will apply to all employees of CLS employed in the bargaining unit defined by Labour Relations Board Certificate Number 92-98 and any amendments to that certificate.
- 1.2** The agreement will be effective from July 1, 2011, until June 30, 2014 , and from year to year after that, unless written notice of the desire to change the agreement is given by CLS or HSAA to the other party between March 1, 2014 , and April 30, 2014.
- 1.3** If notice is given to change the agreement, it will continue until a new agreement has been reached.
- 1.4** Employees who left the employ of CLS subsequent to June 30, 2011, have thirty (30) calendar days from the date of ratification to apply to the Employer for any retro activity applicable under the Wages Appendix.

GENERAL DEFINITIONS

2.0 GENERAL DEFINITIONS

- 2.1** The following definitions will apply throughout the agreement, unless amended for the provisions of a specific article.
- 2.2** "Basic rate of pay" is an employee's wage from the Wages Appendix, or the rate payable for a Temporary Assignment, plus premiums paid for technical qualifications under Article 35.3. It excludes all other premiums and allowances.
- 2.3** "Employee" is any person employed in the bargaining unit defined by Labour Relations Board certificate Number 92-98 and any amendments to that certificate.

- 2.4** A "shift" is a daily tour of duty exclusive of overtime hours.
- 2.5** A "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
- 2.5.1 A "full-time employee" is one who is regularly scheduled to work the full hours of work under the Hours of Work article of the Collective Agreement.
- 2.6** A "part-time employee" is one who is regularly scheduled to work shifts, but whose total hours are less than the full hours of work as specified under the Hours of Work article of the Collective Agreement.
- 2.7** A "temporary employee" is one who is hired:
- 2.7.1 for a specific job of six (6) months or greater, and less than twelve (12) months duration; or
- 2.7.2 to replace a full-time or part-time employee who is on a form of leave of absence expected to be no less than six (6) months in duration.
- 2.8** A "Casual employee" is one who:
- 2.8.1 works only on a call-in basis and therefore is not regularly scheduled except for:
- 2.8.1.1 work on a specific job of less than six (6) months in duration; or
- 2.8.1.2 work relieving an absent employee who is expected to be absent for less than six (6) months.
- 2.9** "Full-time equivalency" or "FTE" is the expression of the permanent status of a regular full or part-time employee determined by the ratio of the regular hours per shift cycle set out for the employee under Article 23.2, compared to the full hours of work.
- 2.10** "Classification Series" is the broad characterization of a bundle of job duties for the purpose of grouping employees in the agreement. Examples of Classification Series are Laboratory Technologist and Laboratory Assistant.
- 2.11** "Classification" is a more specific characterization of a bundle of job duties inside a Classification Series for the purpose of placing employees on the wage scales of the agreement. For example, Laboratory Technologist I, Laboratory Technologist II and Laboratory Technologist III are the classifications inside the Classification Series of Laboratory Technologists.
- 2.12** A "vacancy" is an approved position within the bargaining unit, which is not filled at any given point in time.

- 2.13** A "transfer" is a movement by an employee between positions in the bargaining unit without an increase in her classification.
- 2.14** A "promotion" is a movement by an employee to another position in the bargaining unit, which results in an increase in her classification.
- 2.15** "Anniversary date" is the calendar date falling exactly one year from the date an employee commenced employment within the bargaining unit and year to year thereafter.
- 2.16** "Month" is the period of time between a calendar date in one calendar month and the same day of the following calendar month. For example, January 15 to February 15 in any year.
- 2.17** "Code" means the Labour Relations Code as amended from time to time.
- 2.18** "Day" means an ordinary twenty-four (24) hour calendar day unless specified otherwise.
- 2.19** "Shift cycle" shall mean total number of regular full or part-time hours worked in two (2) pay periods.
- 2.20** A word used in the feminine gender also applies in the masculine gender and vice versa.
- 2.21** "Status" means a regular or temporary or casual employee.

MANAGEMENT RIGHTS

3.0 MANAGEMENT RIGHTS

- 3.1** CLS reserves all rights not specifically restricted or abrogated by the provisions of this collective agreement.
- 3.2** Without limiting the generality of the foregoing, HSAA acknowledges that it will be the exclusive right of CLS to operate and manage its business, including the right to:
- 3.2.1** maintain order, discipline and efficiency;
 - 3.2.2** make, alter, and enforce, from time to time, rules and regulations to be observed by an employee, provided there will be no conflict with any provision of the agreement;
 - 3.2.3** direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;

- 3.2.4 hire, promote, transfer, lay-off and recall;
- 3.2.5 demote, discipline, suspend or discharge for just cause.

UNION SECURITY

4.0 UNION RIGHTS

- 4.1 CLS recognizes HSAA as the exclusive bargaining agent for all employees employed in the bargaining unit defined by Labour Relations Board certificate Number 92-98 and any amendments to that certificate.
- 4.2 No employee will be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this agreement.
- 4.3 Except as otherwise specified in this agreement, all correspondence between the parties will be exchanged between the Chief Executive Officer or designate of CLS, and the President or designate of HSAA with a copy to the HSAA Local Unit Chair.

HSAA Business

- 4.4 An employee will not engage in HSAA business during her working hours without prior permission of CLS.
- 4.5 Any duly accredited Officer of HSAA may be permitted on CLS's premises for the purpose of transacting HSAA business provided prior permission to do so has been granted by CLS.
- 4.6 The names of HSAA's local unit representatives will be supplied in writing to CLS. A local unit representative's name must be provided to CLS on this list before she is recognized as an HSAA representative. Local unit representatives will be entitled to leave work to carry out their functions, provided permission to leave work during working hours, and agreement on the length of time of such leave, has been obtained from their supervisors. Such permission will not be unreasonably withheld. Representatives will suffer no loss of pay for time spent on the CLS's premises in performing such duties.
- 4.7 At some point during the orientation of new employees, CLS will make arrangements with the HSAA Local Unit Chair to make a presentation to the new employees on the structure of HSAA, as well as the rights, responsibilities and benefits under the agreement. These presentations will not exceed forty-five (45) minutes in length. New employees will have the right to not attend the presentation. A representative of CLS may attend the presentations. The Employer shall provide the Association with a list of all new employees and notify the Chair one (1) week in advance of the orientation where practicable.

- 4.8** An employee elected or appointed to represent HSAA on HSAA business will be granted time off with pay by CLS to tend to HSAA business as long as the operational efficiency of CLS will not be disrupted. If the request is denied, reasons will be given by CLS. HSAA agrees to reimburse CLS for actual salary paid to the employee while on leave. In addition, an administrative charge of fifteen percent (15%) will be paid to CLS when the employee is replaced.
- 4.9** Representatives of HSAA will be granted time off with pay in order to participate in collective bargaining with CLS. HSAA agrees to reimburse CLS for actual salary paid to the employee while on leave. In addition, an administrative charge of fifteen percent (15%) will be paid to CLS when the employee is replaced.
- 4.10** Members of the Board of Directors of HSAA will be granted time off with pay to attend meetings of the Board of Directors of HSAA and Board Committees. Such members will provide CLS with a request in writing with as much advance notice as possible. HSAA agrees to reimburse CLS for actual salary paid to the employee while on leave. In addition, an administrative charge of fifteen percent (15%) will be paid to CLS when the employee is replaced.
- 4.11** The President of HSAA will be granted a leave of absence without pay.
- 4.12** The Employer will provide to the Association all policies and procedures affecting employees which are related to employment matters.

Where the Employer's policies and procedures are maintained only in a hard copy format, the Employer will place the Association on a distribution list and ensure that as amendments are approved, or as new policies and procedures are approved, they are forwarded to the Association. Where maintained electronically, the Employer will e-mail a copy to the Association.

5.0 HSAA MEMBERSHIP

- 5.1** Membership in HSAA is voluntary.

6.0 DUES

- 6.1** CLS will deduct from the gross earnings of each employee covered by this collective agreement an amount equal to the dues as specified by HSAA.

6.1.1 For the purposes of this article, "gross earnings" will mean all moneys paid by CLS and earned by an employee under the terms of this collective agreement.

- 6.2** Dues will be forwarded to HSAA every two (2) weeks.

- 6.3** Dues will be deducted from an employee during sick leave with pay and during a leave of absence with pay.
- 6.4** HSAA will give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted.
- 6.5** Dues will be accompanied by a current and updated list showing for each of the employees from whom deductions have been taken:
- 6.5.1 her name;
 - 6.5.2 her home address, telephone number and e-mail address, if available;
 - 6.5.3 her classification;
 - 6.5.4 her employment status;
 - 6.5.5 her increment level;
 - 6.5.6 the amount of the deductions, on an ongoing basis;
 - 6.5.7 her work telephone numbers;
 - 6.5.8 employee's seniority date; and
 - 6.5.9 her current worksite.
- 6.6** Bi-weekly CLS will send copies of the Employment Change Forms to HSAA which indicate:
- 6.6.1 employees reclassified, promoted or transferred outside the scope of this collective agreement;
 - 6.6.2 newly hired and terminated employees (including resignations);
 - 6.6.3 any changes of employees' status (including sick leave, maternity leave, or any other leave of absence expected to exceed thirty [30] calendar days); and
 - 6.6.4 any layoffs and recalls.
- 6.7** CLS will record the amount of Association dues deducted on the T4 forms issued to an employee for income tax purposes.
- 6.8** Bi-weekly dues that are outlined above shall be supplied to HSAA in an electronic spreadsheet format, agreed to by the parties.

7.0 BULLETIN BOARDS

- 7.1** CLS will provide a bulletin board placed in a reasonably accessible location in each of its sites for the exclusive use of HSAA. Where requested by HSAA, additional space may be provided on other existing bulletin boards.
- 7.2** HSAA may post on such bulletin boards notices of meetings and other notices, which may be of interest to employees.
- 7.3** CLS reserves the right to require that posted material objectionable to CLS be removed from bulletin boards.
- 7.4** The regular courier service to the sites may be used to deliver approved notices free of charge to HSAA.
- 7.5** Approved notices may also be sent over CLS electronic mail (E-mail) systems.

8.0 NO DISCRIMINATION

- 8.1** There will be no discrimination, restriction or coercion exercised or practiced by either party in respect of an employee by reason of race, colour, creed, national origin, political or religious affiliation, gender, sexual orientation, marital status, family status, age, physical disability, mental disability, nor by reason of membership or non-membership or lawful activity in HSAA, nor in respect of an employee, HSAA, or CLS exercising any right conferred under this agreement or any law of Canada or Alberta.
- 8.1.1 This article shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

NO STRIKES OR LOCKOUTS

9.0 NO STRIKES OR LOCKOUTS

- 9.1** If an employee engages in any illegal strike, slowdown or stoppage of work during the term of this agreement, HSAA will instruct her to return to work and perform her duties faithfully. If the withdrawal of services is based on a complaint or dispute, HSAA will direct the employee to the grievance procedure for the settlement of the complaint.
- 9.2** HSAA agrees that during the term of this agreement, it will not condone any slowdown, stoppage of work, picketing of CLS's premises, refusal to perform work, or strike. No employee shall be involved in any such action.
- 9.3** CLS will not sanction or authorize any lockout during the term of this agreement.

EMPLOYMENT

10.0 PROBATION

10.1 A newly hired regular or temporary employee will serve a probationary period of nine-hundred and thirty (930) hours worked (exclusive of overtime hours) immediately following the date on which the current period of continuous employment commenced.

10.2.1 If, in the opinion of the Employer, the employee is found to be unsatisfactory, the employee's probationary period may be extended by mutual agreement.

10.2 If, in the opinion of CLS, the employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure. This decision must be made in good faith and not be arbitrary in nature.

10.3 Work experience satisfactory to CLS as a casual employee in the same classification will be considered as contributing to the completion of a probationary period up to a maximum of two hundred and thirty-two (232) hours provided that not more than three (3) months have elapsed since she last worked for CLS.

10.4 CLS will provide a written evaluation to the employee at least eight (8) weeks prior to the completion of her probationary period. The written evaluation will notify the employee of any required performance competencies and if there are any deficiencies and provide the employee with an opportunity to correct them during the probationary period.

10.5 An employee who has completed her probationary period and has remained in the same bargaining unit, or has returned to the same bargaining unit after not more than a twelve (12) month absence, will not subsequently be placed on probation.

11.0 SENIORITY

11.1 For Employees hired by CLS prior to July 01, 2002, seniority is the length of service of an employee with CLS, or its immediate predecessors, commencing on the last date of hire.

11.2 For Employees hired by CLS after July 01, 2002, seniority with CLS starts on the date on which the Employee commenced employment in the bargaining unit.

11.3 Seniority cannot be exercised by a probationary employee until the successful completion of the probationary period.

- 11.4** Seniority shall be the determining factor in:
- 11.4.1 preference of vacation time;
 - 11.4.2 layoffs and recalls, subject to the qualifications specified in Articles 13 and 14.
- 11.5** Seniority will be considered broken and all rights forfeited:
- 11.5.1 when she resigns from a bargaining unit position or is terminated from her bargaining unit position; or
 - 11.5.2 upon the expiry of her recall rights; or
 - 11.5.3 if she fails to return to work following a recall.
- 11.6** The Employer shall provide the Association within two (2) months of the signing of this Agreement and in January and July of each year thereafter a listing of employees in order of seniority in accordance with the provisions of Article 11. Such seniority list shall include the employee names, classification, status, base location and seniority date. The Employer shall make the list available to all employees. This listing shall be provided monthly if there are employees on layoff.
- 12.0 PROMOTIONS, TRANSFERS, AND VACANCIES**
- 12.1** Vacancies within the bargaining unit for full-time and part-time positions, and temporary positions of six (6) months or more, will be posted not less than six (6) calendar days in advance of making an appointment. HSAA shall be copied on all job postings within five (5) calendar days of the posting.
- 12.2** Where circumstances require CLS to fill a posted vacancy before the expiry of six (6) calendar days, an appointment will be made on a temporary or relief basis only.
- 12.3**
- a) First consideration for vacancies posted as per Article 12.1 will be given to Regular and Temporary Full-time and Part-time applicants within the Department (see definition of department). Selection will be in accordance with Article 12.8.
 - b) Second consideration for vacancies under 12.3 a) will be given to Regular and Temporary Full-time and Part-time and all Casual applicants within the Bargaining Unit and selected as per Article 12.8.
- 12.3.1 Consequential vacancies that arise from the original competition that are in the same classification, the same FTE and the same department (see definition of Department) as the original vacancy can be filled from the same competition as per 12.3 a) and b) using first and second consideration priorities as the original vacancy and selected as per Article 12.8.

12.3.2 The application of 12.3.1 is only valid for thirty (30) calendar days from the date the vacancy is posted. Vacancies after this time period will be pursuant to Article 12.1.

12.3.3 All promotional vacancies (see definition of promotion) will be processed in accordance with Article 12.8 of the Collective Agreement.

For the purposes of Article 12.3, see Appendix 1 – List of Defined Departments.

12.4 The notice of posting will contain the following information:

12.4.1 duties of the position;

12.4.2 qualifications required;

12.4.3 hours of work;

12.4.4 status of position; and expected term (if a temporary position);

12.4.5 wage; and

12.4.6 current worksite.

12.5 Where an employee within the bargaining unit has applied on a posting, the name of the successful applicant will be communicated to the applicants and HSAA within seven (7) calendar days of the appointment.

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

a) Status (regular, temporary, or casual)

b) Classification

c) Date of Hire and transfer (if applicable)

d) Increment Level

e) Number of hours per shift and shifts per cycle

f) Current worksite

12.6 Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time employee, and where, at the completion of the expected term of the temporary position, CLS decides that the employee is no longer required in that position, she will be reinstated in her former position/status. If such reinstatement is not possible, the employee will be placed in another suitable position/status. Such reinstatement or placement will be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position/status. The reinstatement or placement of an employee in accordance with this Article will not be construed as a violation of the posting provisions of Article 12.0.

12.7 Once a vacancy has been posted and selected as per Article 12.8, and the successful candidate accepts the position, the employee will remain in the position for not less than three hundred and eighty seven (387) hours worked.

12.7.1 Should a vacancy resulting in a change of status become available prior to the completion of three hundred and eighty seven (387) hours worked, the employee is eligible to apply and secure the position under the following conditions:

- A Temporary employee who secures a Regular position;
- A Regular Part-time employee who secures a Regular 1.0 FTE position;
- A Regular employee who has received written notice that their temporary position will end prior to completion of three hundred and eighty seven (387) hours;
- A position that results in a change in classification, either a promotion or a decrease in classification.

12.7.2 Where a vacancy for a Temporary position has been filled by a Regular Full-time, Regular Part-time, or Casual employee, and such employee has completed three hundred and eighty seven (387) hours worked, subject to the exceptions outlined in 12.7.1, such employee shall remain in this position for the duration of the term of the Temporary position stated in the original job posting and subject to the following principles:

- i) All job postings for Temporary positions shall include a reference to 12.7.2 in a prominent location on the job posting document.
- ii) A Casual Employee already occupying a Temporary position may apply on another Temporary position, which would prolong the casual employee's term of employment in a Temporary position.

- iii) A Regular Full-time or Regular Part-time employee occupying a Temporary position may apply on any vacancy, including another Temporary position, which constitutes a change in classification.
 - iv) A Regular part-time employee who secures a Regular 1.0 FTE position;
 - v) For a Regular Full-time or Regular Part-time employee, 12.7.2 may be waived with mutual agreement between the parties.
 - 12.7.3 When determining transferability under 12.7.1, and 12.7.2, eligibility will be determined relative to the position the employee occupies in their Regular employment capacity.
 - 12.7.4 When determining transferability under 12.7.1, and 12.7.2, eligibility will be determined based on total hours accumulated by the closing date of the posting.
 - 12.7.5 Where a vacancy for a temporary position has been filled by the appointment of a casual employee, and, where, at the completion of the expected term of the temporary position, CLS decides that the employee is no longer required in that position, she will be reinstated to casual status.
- 12.8**
- a) In making promotions and transfers, experience, performance and qualifications applicable to the position will be the primary consideration. Where these factors are adjudged by CLS to be relatively equal, seniority will be the deciding factor.
 - b) If all applicants for a vacancy are casual employees, experience, performance and qualifications applicable to the position shall be the primary consideration. Where these factors are adjudged by CLS to be relatively equal, the position shall be awarded to the employee who has the greatest number of hours worked with the Employer.
 - c) Upon request, the Association will be provided with copies of:
 - i) the standardized documentation relating to the grading system;
 - ii) grades; and
 - iii) all standardized documentation, which resulted in the grades for the applicants.

- 12.9** All transfers and promotions will be on a trial basis.
- 12.9.1 The transferred employee will be given a trial period of four hundred and sixty-five (465) hours worked (exclusive of overtime hours) in which to demonstrate her ability to perform the new tasks to the satisfaction of CLS. Such trial period may be extended upon mutual agreement between the union and CLS. Should the transferred employee fail to succeed during the trial period, CLS will reinstate the employee in her former position/status, or, if such reinstatement is not possible, place the employee in another suitable position/status. Such reinstatement or placement will be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position/status.
- 12.9.2 The promoted employee will be given a trial period of nine-hundred and thirty (930) hours worked (exclusive of overtime hours) in which to demonstrate her ability to perform the new tasks to the satisfaction of CLS. Should the promoted employee fail to succeed or request to return to her former position/status during the trial period, CLS will reinstate the employee in her former position/status, or, if such reinstatement is not possible, place the employee in another suitable position. Such reinstatement or placement will be without loss of seniority and at not less than the same rate of pay to which the employee would be entitled had she remained in her former position/status.
- 12.10** a) When an employee is promoted within her classification series, the wage of the employee will be advanced to the same step in the new scale as her current rate.
- b) When an employee is promoted to a new classification series, the wage of the employee will be advanced to that step in the new scale which is next higher than her current rate.
- 12.11** An employee's anniversary date for the purpose of qualifying for an annual increment will not be changed as a result of a promotion or transfer.
- 12.12** If an employee is transferred to a classification with a lower wage scale, her rate will be adjusted immediately to the step in the new scale which will recognize all of her current service.
- 12.13** If an employee is transferred by CLS to another site other than their base location, CLS shall ensure that satisfactory training is provided following an assessment of the employee's skills and abilities and the identified need resulting from that.

Employment in Multiple Positions

- 12.14** The Parties agree that this applies to employees who hold more than one (1) position within the bargaining unit or to Employees who subsequently attain more than one (1) position within the bargaining unit.
- a) An employee is responsible for notifying his or her supervisor that he or she is employed in multiple positions with the Employer.
 - b)
 - i) Employees shall not be employed within the bargaining unit in greater than full-time capacity.
 - ii) Notwithstanding the above, an employee who holds a part-time position(s) may work additional shifts, however, it is intended that the total hours will not normally exceed full-time hours, and in any case shall not contravene this Article. In situations where overtime may be applicable due to the employee holding more than one (1) part time position, the employee will notify the supervisor prior to working such overtime hours.
 - c) Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an employee for the purpose of Benefit and Pension eligibility, Vacation, Sick Leave, Named Holidays, Increments, and Seniority, provided that the following conditions are met:
 - i) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
 - ii) the regular hours of work to be combined are associated with regular part-time positions; and
 - iii) the positions are in the same classification series or related classification series, and their schedules can be made Collective Agreement compliant or the Employer and employee mutually agree to waive the scheduling provision of Article 24 in the Collective Agreement.
 - d) Where the regular hours of work of multiple positions cannot be combined in accordance with (iii) above, because they are in different classifications, they may be combined for the purposes of determining benefit and pension eligibility only.
 - e) An employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 11.

- f) Probation and trial periods will apply to each component of the multiple positions. Probation is completed upon the successful completion of the first probationary period, with probation in second and subsequent positions reverting to a trial period within the provisions of the Collective Agreement except that there shall be no obligation on the Employer's behalf to reinstate the employee in her former position.
- g) Layoff and recall provisions shall apply individually to each position.
- h) An employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one of the positions.
- i) An employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an employee may be required to resign one or more of their positions. Should an employee be required to resign from a position(s) under these circumstances, she shall be given twenty-eight (28) days notice of such requirement or such lesser time as may be agreed between the Employer and the Association.
- j) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

13.0 LAYOFF

- 13.1** a) Prior to layoffs occurring, the parties will meet and discuss the appropriate application of Article 13.3 to the circumstances, including but not limited to:
 - i) the timing and specific process to be followed;
 - ii) any other issue the parties deem appropriate.
- b) Layoff will mean:
 - 13.1.1 elimination of positions; or
 - 13.1.2 reduction in hours of work.
- 13.2** If it becomes necessary to reduce the work force, CLS will notify HSAA and all employees who are to be laid off, in writing by registered mail or in person, at least twenty-eight (28) days prior to layoff.

- 13.2.1 The twenty-eight (28) days' notice will not apply where the layoff results from an Act of God, fire, or flood. However, the affected employee will receive pay for the days when work was not available up to a maximum of twenty-eight (28) days pay in lieu of notice.
- 13.2.2 If the employee laid off has not been provided with an opportunity to work her regularly scheduled hours for twenty-eight (28) days after notice of layoff, the employee will be paid in lieu of such work for that portion of the twenty-eight (28) days during which work was not made available.

13.3 Layoff will be in reverse order of seniority of employees in the classification within the affected department. However, CLS will have the right to retain employees who would otherwise be laid off when layoff in accordance with this Article would result in retaining employees who are not qualified and capable of performing the work required.

- 13.3.1 For the purposes of Article 13: Layoff and Recall "qualified and capable of performing the work required" shall be assessed by the Employer recognizing the need to provide a period of familiarization and orientation.
- 13.3.2 An employee who receives a layoff notice will have seven (7) calendar days from the receipt of the notice to elect one of the following. No employee shall be permitted to increase her classification or FTE through displacement or accepting a vacant position.
 - a) Displace the most junior employee at her current classification and current FTE, provided that the employee is qualified and capable of performing the required work,
 - b) Take a position at her current classification and current FTE or less which is a vacant position within the bargaining unit and for which the employee is qualified and capable of performing the work. When taking a vacant position the length of such familiarization and orientation period shall be discussed and agreed on a case by case basis between the Employer and the Association, or
 - c) At the employee's option, accept layoff with the right to recall.
- 13.3.3 If an employee elects (a) or (b) above, and the Employer determines that the employee is not capable and qualified of performing the work of the position selected, the Employer shall inform the employee and HSAA of such within fourteen (14) days of the employee making such selection. The employee shall then have the right to make another selection in accordance with Article 13.3.2.

13.3.4 A Regular Employee who has elected to take a position at her current classification in accordance with 13.3.2(b) and for whom no alternative vacant position is available shall have the option to select either of (a) or (b):

- a) Layoff with recall rights as specified in Article 14 of the Collective Agreement; or
- b) Severance as offered by the employer in accordance with Article 13.9.

A Regular Employee who receives notice of layoff shall have twenty eight (28) days from the date the notice of layoff is received to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer, in writing, of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 13 of this Collective Agreement.

13.4 Should an employee be incapable of displacement in her classification she may look within the classification series in accordance with Article 13.3.2.

13.5 Laid-off employees will accrue sick leave and earned vacation for the first (1st) month of layoff.

13.6 Laid-off employees will not be entitled to Named Holidays with pay which may fall during the period of layoff.

13.7 If CLS proposes to layoff an employee while she is on leave of absence, Workers' Compensation or absent due to illness or injury, she shall not be served with notice under Article 13.2 until she has advised CLS of her readiness to return to work.

13.8 When notice of layoff is delivered to an employee in person, the employee may be accompanied by a representative of HSAA.

Severance

13.9 The employer shall approve the following severance option to be offered to eligible Regular Employees as defined in Article 13.9.1 of this Collective Agreement.

13.9.1 Severance Pay:

- a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.

- b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) weeks' regular pay at the basic rate of pay for each full period of one thousand eight hundred and twenty nine (1829) hours worked at the basic rate of pay to a maximum of forty (40) weeks' pay.
 - c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purposes of clarity means regularly scheduled hours of work exclusive of overtime hours, callback hours, and additional hours for Part-time Employees) X Basic Rate of Pay (which for the purposes of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
 - d) Supplemental Severance of one (1) additional week for each year of service over thirty (30) years will be paid to eligible employees.
 - e) For purposes of severance, continuous employment shall be calculated on the basis of the seniority date with CLS, and shall exclude absences in excess of one (1) year.
- 13.9.2 A Regular Employee who accepts severance pay as described in Article 13.9.1 above shall have terminated their employment, with no further right of recall.
- 13.9.3 An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
- 13.9.4 a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
- b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
- 13.9.5 Severance pay or notice provided shall be deemed to be inclusive of any and all legislative requirements for termination notice.

14.0 RECALL

- 14.1** The Employer shall maintain a recall list for all employees on recall. Such listing shall be provided to the Association monthly when there are employees on recall.

- 14.2** An employee who has lost her classification, or hours of work, or both, will have a right of recall until she is returned to her former classification and hours of work (FTE status) or her recall rights expire.
- 14.3** An employee who has voluntarily accepted a vacancy of a lesser FTE or a temporary vacancy, where a vacancy exists that would have made them whole (same FTE and same classification) they will have no further right to recall.
- 14.4** Prior to hiring any new regular or temporary employees, CLS will recall laid off employees in reverse order of seniority provided that the recalled employees are qualified and capable of performing the work required.
- 14.5** If a recall is to a position in the original classification and at the full-time equivalency of the employee being recalled, or some other position which would leave her less than made whole, then no posting under Article 12 is required. However, if the recall would result in the recalled employee increasing either her classification or full-time equivalency, then a posting under Article 12 is required.
- 14.6** An employee's recall rights will expire unless she is recalled to a position which makes her whole within:
- 14.6.1 one (1) year from the effective date of her layoff, in the case of a reduction in classification, or
- 14.6.2 two (2) years of the effective date of her layoff, in the case of a decrease in hours (including a layoff to the street).
- 14.7** A recalled employee's increment date will be adjusted by the same amount of time as the lay-off and the new increment date will prevail after that.

Recall to Casual Work

- 14.8** CLS will offer opportunities for casual work to laid off employees in order of their seniority before assigning the work to another employee, providing the laid off employee is qualified and capable of performing the work required.
- 14.8.1 Notwithstanding the provisions of Article 14.8.1, casual work will first be made available to laid off employees of the specific location from which the employee was laid off.
- 14.8.2 A laid off employee may refuse an offer of casual work without adversely affecting her recall status.

14.8.3 An employee who accepts an offer of casual work will be governed by the Collective Agreement provisions governing casual employees. However, such employee's recall status and seniority standing upon recall will not be affected by the period of casual employment.

14.9 For the purpose of this clause "Casual Work" will mean:

14.9.1 work on a call-basis inside their classification which is not regularly scheduled;

14.9.2 regularly scheduled work for a period of less than six (6) months for a specific job; or

14.9.3 work to relieve for an absence the duration of which is anticipated to be less than six (6) months, and is at least one (1) full shift in length; or at least three (3) hours per day for a minimum of three (3) days in seven (7) day period.

15.0 TECHNOLOGICAL/ORGANIZATIONAL CHANGE

15.1 15.1.1 Should CLS find it necessary to introduce technological change by altering methods or utilizing different equipment, and if such change will displace employees in the bargaining unit, CLS will notify HSAA with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of employees so affected.

15.1.2 If CLS introduces technological change which results in the displacement of an employee, CLS will make every effort to provide alternative employment acceptable to the employee.

15.1.3 Where alternative employment is not available or is not acceptable to the employee, CLS will give the employee a minimum of six (6) weeks' notice or pay in lieu of notice of displacement, and all other conditions of the Lay-off and Recall Article will apply.

15.2 Mobility of Employees to alternate worksites

15.2.1 Temporary Transfers

a) The Employer may transfer employees to another site or sites for the purposes of training, orientation, meetings, emergencies and general operational requirements, on an intermittent basis. Employees required to travel between sites due to temporary transfers will be reimbursed for travel expenses in accordance with Article 30 of the Collective Agreement.

- b) In circumstances where the Employer has sufficient advance notice of the requirement to temporarily assign employees to other sites, the Employer will provide a minimum of three (3) days notice to the affected employees. Where there is an ongoing need to temporarily transfer staff to other sites, three (3) days advance notice will only be required prior to initial transfer.
- c) In circumstances where the Employer does not have advance notice of the requirement to temporarily transfer staff to other sites, the Employer retains the right to select the most appropriate individual to be transferred.
- d) Employees assigned to other sites will be provided an appropriate paid orientation to the other site(s) as required.
- e) Where there is an ongoing need for the Employer to transfer employees to other sites, the Employer will post an Expression of Interest to the employees in the site who have the ability to perform the required work to determine their preference for accepting temporary transfers on a regular basis. The Employer will endeavor to make transfers from among employees who have stated a willingness to work shifts at other sites provided that operational efficiency is not in any way compromised.

15.2.2 **Permanent Transfers**

- a) Where the Employer permanently transfers positions from one site to another, the Employer will post an Expression of Interest to the employees in the site who have the ability to perform the required work to determine their preference for accepting relocation. The Employer will endeavor to transfer employees to the alternate site from among those employees who have stated a willingness to be relocated provided that operational efficiency is not in any way compromised. Subject to employees possessing the ability to perform the work, if there are more volunteers than positions available, the positions shall be offered to eligible employees by order of seniority.
- b) In the event that no employees wish to be transferred, the Employer will assign the least senior employee from the program who has the ability to perform the work required.
 - i) An employee whose position is permanently transferred to another site from their base location, but chooses not to transfer with the position shall be laid off in accordance with Article 13, but will have the right to remain on recall in accordance with Article 14.

15.2.3 Program Transfers

Where programs are to be moved between sites, the Parties will meet prior to the program transfer being implemented to discuss the process to be followed and measures to protect the interests of the employees affected.

16.0 CONTRACTING OUT

16.1 Where CLS finds it becomes necessary to transfer, assign, sub-contract or contract out any work or functions performed by regular employees covered by this Collective Agreement, CLS will notify HSAA two (2) months in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected employees.

17.0 RESIGNATION

17.1 An employee will provide CLS with at least fourteen (14) calendar days' notice of her desire to terminate her employment.

17.2 If the required notice of termination is given, an exit interview will be offered.

18.0 TERMINATION ENTITLEMENTS

18.1 If the required notice of termination is given, an employee who voluntarily leaves the employ of CLS will receive any unpaid wages, vacation pay and any accumulated Named Holiday pay (including the Floater Holiday) within three (3) calendar days of terminating her employment.

18.2 If proper notice of termination is not given, the employee will be paid in accordance with the Employment Standards Code, unless, CLS waives application of this clause.

18.3 An employee who is dismissed by CLS will receive any unpaid wages, vacation pay and any accumulated Named Holiday pay (including the Floater Holiday) at the time she leaves.

19.0 DEEMED TERMINATION

19.1 An employee will be deemed to have terminated her employment if:

19.1.1 she is absent from work without good and proper reason or the approval of CLS; or

19.1.2 she does not return from leave of absence or vacation as scheduled; or

19.1.3 she does not return from lay-off as required; or

- 19.1.4 her recall rights under Article 14 have expired; or
- 19.1.5 she engages in any illegal strike, slowdown or stoppage of work during the term of this agreement and she does not promptly return to work and perform her usual duties after HSAA has instructed her to return to work; or
- 19.1.6 she is casual and has not worked for the previous six months.

20.0 JOB DESCRIPTIONS

- 20.1 Copies of job descriptions will be on hand within the appropriate department(s) and will be available to each employee upon request.
- 20.2 Upon request, CLS will provide HSAA with a copy of a job description for any classification in the bargaining unit. CLS will provide HSAA with a copy of the job description when changes are made.

21.0 JOB CLASSIFICATIONS

New Classifications

- 21.1 If CLS establishes a new position within the bargaining unit which results in the creation of a new classification or if a new position does not properly fall within an existing classification designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board the following provisions will apply:
 - 21.1.1 CLS will establish a position title and a wage scale and give written notice of same to HSAA.
 - 21.1.2 If HSAA does not agree with the position title and/or the wage scale, or does not agree that a new position is properly classified within an existing classification, representatives of CLS and HSAA will, within thirty (30) days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and wage scale for the new classification.
 - 21.1.3 Should the parties through discussion and negotiation not be able to agree to a position title, it is understood that CLS's decision in respect to the position title will not be subject to the Grievance and Arbitration procedure contained in this Collective agreement or in the Code.
 - 21.1.4 Should the parties, through discussion and negotiation, agree in regard to a wage scale for the new classification the wage scale will be retroactive to the date that the new classification was implemented.

21.1.5 Should the parties not be able to agree on a wage scale, HSAA may, within sixty (60) days of the date the new classification was created or included in the bargaining unit, refer the wage scale to Arbitration. Should HSAA not refer the matter to Arbitration within the stated time limit, the final position of CLS, as stated in negotiations, will be implemented.

22.0 CLASSIFICATION REVIEW

- 22.1** An employee who has good reason to believe that she is improperly classified may apply to the Division Manager to have her classification reviewed. The Division Manager will give consideration to such application and notify the employee accordingly.
- 22.2** Should the employee feel that she has not received proper consideration in regard to a classification review, she may request that the matter be further reviewed by discussion between HSAA and CLS.
- 22.3** CLS will notify HSAA of its position within thirty (30) days of the matter being raised by HSAA. Should the parties not be able to agree on the classification review, HSAA may, within sixty (60) days of the date the position of the Employer is finalized, refer the classification to an appeal process, which may include access to third party involvement. Should HSAA not refer the matter to an appeal process, which may include access to third party involvement within the stated time limit, the final position of CLS, as stated in negotiations, will be implemented.
- 22.4** Where the decision of the Employer results in a downgrading in classification, the affected employee shall be entitled to use the Grievance Procedure and Arbitration.
- 22.5** Should an employee be reclassified to a higher classification pursuant to this Article, any wage increase associated with the reclassification shall be retroactive to the date of the written application being received by Human Resources.

WORKING CONDITIONS AND REMUNERATION

23.0 HOURS OF WORK

- 23.1** Regular hours of work for a full-time employee, exclusive of meal periods will be:
- 23.1.1 seven and three-quarters ($7\frac{3}{4}$) work hours per day; and
- 23.1.2 seventy-seven and one-half ($77\frac{1}{2}$) work hours in a fourteen (14) day period, averaged over two (2) pay periods.

23.2 Regular hours of work for a part-time employee, exclusive of meal periods, will be up to seven and three-quarter ($7\frac{3}{4}$) hours in any day. The ratio of workdays to non-work days shall not exceed five to two (5:2) averaged over a period of not more than two (2) pay periods.

a) Notwithstanding the provisions of Article 23.2 and Article 25.4 of this Collective Agreement, the Parties hereby agree as follows:

A Part-time employee may work additional work shifts over a two (2) pay period timeframe, without incurring overtime rates of pay, subject to the following criteria:

i) the employee volunteers to work the additional shifts;

ii) the hours of work of the Part-time employee do not exceed seventy seven point five (77.5) hours per pay period averaged over the two (2) pay period timeframe;

iii) should the hours of work of the Part-time employee exceed seventy seven point five (77.5) hours averaged over the two (2) pay period timeframe, the overtime rate of pay shall apply to all hours in excess of one hundred and fifty five (155) hours;

iv) should consecutively scheduled days of work create a concern from an employee fatigue perspective, the Parties reserve the right to raise and discuss this issue before approving additional shifts.

23.3 A part-time employee may work additional shifts from time to time. In scheduling and filling additional shifts, the Employer shall establish clearly with the employee whether the shift is being offered at the regular rate of pay or at overtime.

23.4 Where a part-time employee volunteers or agrees, when requested, to work additional hours, she will be paid at her basic rate of pay for such hours or, if applicable, at the overtime rate for those hours worked in excess of seven and three-quarter ($7\frac{3}{4}$) hours per day.

23.5 Where a part-time employee is required by CLS to work on her scheduled day off, or additional hours in excess of seven and three quarter (7.75) she will be paid at two times (2X) her basic rate of pay.

This premium payment will cease and the employee's basic rate of pay will apply at the start of her next scheduled shift, or additional hours worked pursuant to Article 23.4.

23.6 At the time of hire or transfer, CLS will state in writing a specific number of hours per shift cycle which will constitute the regular hours of work for each part-time employee. Such hours will not be altered except by agreement between CLS and the employee, or by the operations of Article 13 of the Collective Agreement.

23.7 In the event that a casual employee reports to work for a scheduled shift or for a shift for which she has been called in for, and is not required to commence work, she will be paid three (3) hours pay at the basic rate of pay.

23.8 In the event a casual employee who has not been scheduled to work is required to attend work for the purposes of an individual discussion or meeting, she will be paid for actual hours worked at the basic rate of pay.

Meal Periods and Rest Periods

23.9 Regular hours of work for full-time employees will include two (2) rest periods of fifteen (15) minutes, scheduled by CLS during each shift and exclude an unpaid meal break of no less than thirty (30) minutes. Rest periods and/or meal periods may be combined by agreement, subject to operational requirements.

23.10 Shifts of less than seven and three-quarter ($7\frac{3}{4}$) hours will include one (1) rest period of fifteen (15) minutes, scheduled by CLS during each shift where the shift is more than three and three-quarter ($3\frac{3}{4}$) hours and up to five (5) hours; one (1) rest period of thirty (30) minutes where the shift is more than five (5) hours and less than seven and three-quarter ($7\frac{3}{4}$) hours; rest periods for an employee working seven and three-quarter ($7\frac{3}{4}$) hours shall be as outlined in Article 23.9. Rest periods and/or meal periods may be combined by agreement, subject to operational requirements.

23.10.1 For employees working extended overtime shifts, the language of Article 23.10 shall be applied to additional rest periods. An unpaid meal break may be taken at the discretion of the employee.

Availability During Meal Periods

23.11 When she is required by CLS to remain available during her meal period, she will be paid for the meal period at unless she is permitted to take compensating time off for the full meal period at a later time in the shift. Such a meal period will not be included in the calculation of regular hours of work.

Working During Meal Periods and Rest Periods

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

23.12.1 When an employee works overtime immediately after her scheduled shift, she shall be provided with an unpaid rest period of fifteen (15) minutes prior to commencing her overtime. Such rest periods may be waived, subject to employee discretion or operational requirements.

23.12.2 For each occasion that an employee is called back to work pursuant to Articles 26.7 or 26.8, she shall be provided with a paid rest period of fifteen (15) minutes every three (3) hours.

Split Shifts

23.13 Split shifts shall not be scheduled except by mutual agreement between the union and the Employer.

Modified Hours of Work

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

Daylight Saving Time

23.15 On the date fixed by proclamation under the *Daylight Saving Time Act* for conversion to Mountain Standard Time, regular hours of work will be extended to include the resultant additional hour with additional payment due for the hour at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved will be effected with the appropriate deduction in regular earnings.

24.0 WORK SCHEDULES AND SHIFTS

“Day Shifts” and “Weekends”

24.1 Any employee may be required to work various shifts throughout the twenty-four (24) hours of the day and the seven (7) days of the week.

24.1.1 In this article, "Day shift" is defined as any shift falling entirely between six hundred (0600) and eighteen hundred (1800) hours.

24.1.2 In this article, "Weekend" is defined as a minimum fifty-six (56) hours off duty, commencing at eighteen hundred (1800) hours on Friday night. An employee is classified as working a weekend provided that greater than fifteen (15) minutes is worked after eighteen (1800) hours, exclusive of overtime.

Shift Scheduling Standards and Premiums for Non-Compliance

24.2 Except in cases of emergency or by agreement between CLS and the employee, shift schedules will provide for:

- 24.2.1 at least two (2) consecutive scheduled days off in each two (2) week period;
- 24.2.2 where possible, one (1) weekend off in each two (2) week period; but, in any event two (2) weekends off in each five (5) week period;
- 24.2.3 at least twelve (12) hours off duty exclusive of any overtime hours, between the end of one shift and the start of the next shift;
- 24.2.4 not more than seven (7) consecutive scheduled days of work.

24.3 Where CLS is unable to comply with the provisions of Article 24.2 the following premiums will be paid to the affected employee:

- 24.3.1 failure to provide at least two (2) consecutive scheduled days off in each two (2) week period will result in the payment of two times (2X) the basic rate of pay for one (1) shift worked during the two (2) week period;
- 24.3.2 failure to provide one of the weekends off will result in payment of two times (2X) the basic rate of pay for two (2) shifts worked during the five (5) week period;
- 24.3.3 failure to provide both of the weekends off will result in payment of two times (2X) the basic rate of pay for four (4) shifts worked during the five (5) week period;
- 24.3.4 failure to provide at least twelve (12) hours off duty between the end of one shift and the start of the next shift will result in the payment of two times (2X) the basic rate of pay for all hours worked on the next shift;
- 24.3.5 failure to provide not more than seven (7) consecutive scheduled days of work, except in situations of mutual agreement, or where the eighth (8th) day is a named holiday, will result in payment of two times (2x) basic rate of pay for all hours worked on the next shift.

Shift Rotations

24.4 An employee required to rotate shifts will be assigned day shifts approximately one-third of the time unless she agrees otherwise. However, in the event of an emergency or other unusual circumstances, CLS may assign such shifts as deemed necessary.

Schedule Posting, Changes, and Premiums for Non-Compliance

24.5 Unless otherwise agreed between HSAA and CLS, shift schedules will be posted twelve (12) weeks in advance.

- 24.5.1 If a shift is changed after being posted, the affected employee will be provided with eight (8) calendar days' notice of the new schedule.
 - 24.5.2 Where CLS is unable to provide eight (8) days' notice, the following premiums will be paid to the affected employee.
 - 24.5.3 Failure to provide sufficient notice of a change to an employee's scheduled day(s) off will result in the payment of two times (2X) the basic rate of pay for all hours worked on such day(s), unless such change is at the employee's request.
 - 24.5.4 Failure to provide sufficient notice of a change in the employees scheduled shift (i.e., days to evenings, days to nights, etc.) but not to her day(s) off will result in the payment of two times (2X) the basic rate of pay for all hours worked on the first shift of the changed schedule.
 - 24.5.5 Failure to provide sufficient notice of a change in the employees shift start time by two (2) hours or more will result in the payment of two times (2X) the basic rate of pay for all hours worked on the shift.
- 24.6** Should an employee report to work as scheduled and be required by CLS to not commence work, or return to work at a later hour, she will be compensated by payment of three (3) hours' pay at her basic rate of pay.
- 24.7** Should an employee report to work and commence work as scheduled and then be required by CLS to cease work prior to completion of her scheduled shift and return to work at a later hour, she shall be paid her basic rate of pay for all hours worked, plus an additional three (3) hours pay at her basic rate of pay for her inconvenience.
- 24.8** Should an employee report to work and commence work as scheduled and then be required by CLS to cease work prior to the completion of her scheduled shift, she will be paid for the balance of the scheduled shift.

Employee Shift Trading

- 24.9** Employees may exchange shifts or days off with the approval of CLS, provided that no increase in cost is incurred by CLS,
- 24.9.1 A shift trade is a shift or shifts exchanged between employees, or a shift or shifts given up voluntarily by one employee and accepted by another employee with the approval of CLS, and which does not result in any additional cost to the employer. The exercise of this article by an employee shall not be construed as a violation of Article 23.6 of the Collective Agreement.

24.9.2 In circumstances where a regular employee gives away shifts on a consistent basis over a period greater than six (6) months, the Employer may deny shift giveaways.

25.0 OVERTIME

25.1 Overtime is all time authorized by CLS and worked by an employee.

25.2 Authorization for overtime after the fact will not be unreasonably denied where overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

25.3 Overtime will be paid as follows:

25.3.1 For work in excess of seven and three-quarters ($7\frac{3}{4}$) hours per day two times (2X) the employee's basic rate of pay exclusive of meal periods, if taken.

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

25.3.3 Overtime payments will cease and the employee's basic rate of pay will apply at the start of her next regularly scheduled shift.

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

25.5 All hours, authorized by CLS and worked by a casual employee in excess of seven and three-quarter ($7\frac{3}{4}$) hours in a day or one hundred and fifty-five (155) hours worked in each consecutive and non-inclusive twenty-eight (28) calendar day period.

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

25.7 Employees may bank earned overtime. Banked overtime may be taken as time off in lieu of payment by agreement. Unless banked overtime has been used as time in lieu by March 31, the end of the CLS fiscal year in each year, CLS will pay it out, subject to a carry-over of thirty eight point seven five (38.75) hours.

25.7.1 Unless the employee makes prior arrangements with the supervisor for utilization, hours in excess of thirty-eight point seven five (38.75) will be automatically paid out on a quarterly basis.

25.8 No employee will be permitted to work more than a total of twelve (12) hours in any twenty-four (24) hour period except in cases of emergency.

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

26.0 ON-CALL DUTY

26.1 The term "on-call duty" means any period during which an employee is not on regular duty, and during which the employee is scheduled to be available to respond without undue delay to any request to return to duty.

Scheduling On-Call

26.2 On-call periods will be scheduled at least twelve (12) weeks in advance, except in emergencies, or as agreed by CLS and HSAA.

26.3 Whenever possible, Employees will not be assigned to on-call duty more than seven (7) consecutive calendar days.

26.4 CLS will make every effort to avoid placing an employee on-call on the evening prior to and during scheduled days off.

Premiums for Non-Compliance

26.5 Where CLS is unable to comply with the provisions of Articles 26.2 and 26.3, the following premiums will be paid to the affected employee.

26.5.1 Employees whose on-call schedules are changed with less than eight (8) days' notice will be paid at the higher on-call rate.

26.5.2 Employees assigned to on-call duty more than seven (7) consecutive calendar days in any two (2) week period will be paid the higher on-call rate for the eighth (8th) and subsequent days in that two (2) week period. The higher rate will apply until an employee has two (2) consecutive days off without being on-call.

Employee On-Call Trading

26.5.3 Employees may exchange periods of on-call duty with the approval of CLS, provided that no increase in cost is incurred by CLS.

On-Call Pay

26.6 For each assigned hour, or part of an hour, of on-call duty, an employee will be paid:

26.6.1 on regularly scheduled days of work, the sum of three dollars and thirty cents (\$3.30) per hour; and

26.6.2 on days off and named holidays, the sum of four dollars and fifty cents (\$4.50) per hour (the "higher rate").

Call-Backs While On-Call

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

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

i) The employee in the above situation will advise her Supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.

ii) This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee twelve (12) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.

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

i) The employee in the above situation will advise her Supervisor in advance of the fact that she will not be reporting for duty at her scheduled time.

ii) This provision is waived if the employee is granted a request for a particular shift arrangement that does not give the employee twelve (12) consecutive hours in total off duty in the aforementioned twenty-four (24) hour period.

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

Call-Backs While Not On-Call

- 26.8 When an employee not assigned on-call duty is called back and required to report for work on a call-back, she will be paid for all hours worked or for three (3) hours, whichever is longer, at the rate of two times (2X) her basic rate of pay.

End of Call-Back

- 26.9 Call backs will end when the procedures for which she was called back have been completed. However, any further requests for procedures received by an employee prior to leaving CLS's premises following completion of the work required on the initial call will be considered one call for the purpose of determining call-back pay.

Call-Backs on Named Holidays

- 26.10 An employee called back on a Named Holiday will be paid according to Article 26.7 or Article 26.8 as applicable, and in addition, she will be given compensating time off for the actual hours worked on the call-back at a time agreed to by CLS. Any such time not taken will be subject to the terms under Article 25.7.

Transportation for Call-Backs

- 26.11 An employee who is called back for duty will be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private motor vehicle, reimbursement will be at the rate of at least fifty cents (\$0.50) per kilometer from the employee's residence and return.

Telephone Consultations

- 26.12 When an employee is consulted by phone to problem solve and/or troubleshoot workplace matters, compensation will be applied as follows:
 - 26.12.1 Telephone consultations shall not apply during regular hours of work.
 - 26.12.2 For time spent up to fifteen (15) minutes, the Employee shall receive a minimum of thirty (30) minutes pay at the basic rate of pay.
 - 26.12.3 If the time spent is longer than fifteen (15) minutes then the employee shall be paid at the overtime rate of pay for all hours worked.

27.0 SHIFT PREMIUMS

Shift Premium

- 27.1** An evening shift premium of two dollars and seventy-five cents (\$2.75) per hour will be paid to employees for each hour worked between seventeen hundred (1700) hours and twenty three hundred (2300) hours.
- 27.2** A night shift premium of five dollars (\$5.00) per hour will be paid to employees for each hour worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
- 27.3** Shift premiums are not part of the basic hourly rate of pay.
- 27.4** Shift premium and weekend premium will be stacked.

Weekend Premium

- 27.5** In addition to any premium paid pursuant to Article 27.1 and 27.2, a weekend premium of three dollars and twenty-five cents (\$3.25) per hour will be paid to employees for each hour worked between seventeen hundred (1700) hours on Friday to zero seven hundred (0700) hours on Monday.

28.0 RESPONSIBILITY PAY

- 28.1** When an employee works without access to CLS's regular technical supervisory personnel, she may have to be responsible for duties or decisions for which she is not normally responsible, and in that case she will receive one dollar (\$1.00) per hour for such responsibility.

29.0 TEMPORARY ASSIGNMENTS

- 29.1** When an employee is directed to perform the duties of a classification covered by this Collective Agreement to which is assigned a higher wage scale for a period of at least one (1) full shift, she will be paid, in addition to her hourly rate as set out in the Wages Appendix, the difference between the beginning rate in the wage scale for her classification and the beginning rate in the wage scale of the classification to which she is temporarily assigned, or two dollars (\$2.00) per hour, whichever is greater. The resulting basic rate of pay will not exceed the maximum rate of the wage scale of the classification to which she is temporarily assigned.
- 29.2** During periods of temporary assignment to a classification to which is assigned a higher wage scale, an employee so assigned will receive any overtime or call-back premiums based on the higher basic rate of pay.

29.3 Where an employee is directed to substitute on a job outside the scope of the bargaining unit, the employee will receive an additional two dollars (\$2.00) per hour. An employee so assigned will continue to be covered by the terms and conditions of this Collective Agreement.

29.4 At the time of a temporary assignment anticipated to be greater than one month in length, CLS will provide to the assigned employee and HSAA, a written statement which sets out a definite time period for the assignment and the reason for the assignment. The terms of the temporary assignment will not be altered except on two (2) weeks' written notice to the employee and HSAA.

29.4.1 Should a temporary assignment anticipated to be less than one month in length, exceed one month in length, then CLS will provide to the assigned employee and HSAA, a written statement which sets out a definite time period for the assignment and the reason for the assignment. The terms of the temporary assignment will not be altered except on two (2) weeks written notice to the employee and HSAA.

30.0 TRAVEL EXPENSES

30.1 When an employee is required by CLS to travel for employment purposes she will be reimbursed for all reasonable expenses supported by receipts as required by CLS.

30.1.1 Where an employee reports for duty as scheduled and is then directed by CLS to work at another location on the same day the employee will be reimbursed for authorized transportation costs resulting from travel to the new location. Should she use her own vehicle, she will be reimbursed at the rate of fifty cents (\$0.50) per kilometer for such travel.

30.1.2 When an employee is required by the Employer to provide an automobile for use in their employment, she shall be reimbursed at the rate of fifty-two cents (\$0.52) per kilometer or the highest non taxable per kilometer rate allowed by Canada Revenue Agency, whichever is higher for all required travel, necessitating the use of their automobile, subject to the provisions of Article 30.3.

30.2 Time spent traveling to the work site at the start of the day, or returning from the work site at the end of the day, is on the Employee's own time and is unpaid. Calculation of mileage is as follows:

i) Payment for mileage shall only be applicable when the distance from place of residence to an alternate worksite is more than the distance from the place of residence to the normal worksite.

- ii) Mileage will be calculated based on the difference between the distance from the employee's place of residence to their normal work site and the distance from the employee's place of residence to the alternate work site.

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

<u>Cost of Business Use Insurance Coverage</u> \$ Basic Age Group- Good Record	Less	<u>Cost of Personal Use Insurance Coverage</u> Basic Age Group- Good Record	=	Reimbursement to a Maximum of \$500.00
--	------	---	---	---

30.4 When an employee is required by the Employer to provide an automobile for use in their employment, the employee shall be provided with on-site parking, at no cost.

31.0 PROTECTIVE CLOTHING

31.1 When an employee is required to wear protective clothing in the course of duty, CLS will provide and launder the protective clothing.

BASIC RATES OF PAY

32.0 WAGE APPENDIX

32.1 Basic wage scales and increments will be as set out in the Wage Appendix and will:

- 32.1.1 be effective on the dates specified therein;
- 32.1.2 be applicable to an employee employed in a designated classification only when such classification has been created within the work force of CLS and falls within the scope of this bargaining unit;
- 32.1.3 form a part of this agreement.

33.0 WAGE INCREMENTS

33.1 Unless changed by the operation of this agreement, wage increments for regular full-time employees will be applied on the appropriate anniversary of the date the employee commenced employment with CLS as a regular full-time employee in the bargaining unit.

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

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

34.0 RECOGNITION OF PREVIOUS EXPERIENCE

34.1 Wage recognition will be granted for work experience satisfactory to CLS (including work in related classifications and experience in the private sector) as follows:

34.1.1 one (1) annual increment for one (1) year's experience within the last four (4) years;

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

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

34.1.4 four (4) annual increments for four (4) years' experience within the last eight (8) years;

34.1.5 five (5) annual increments for five (5) years' experience within the last ten (10) years;

34.1.6 six (6) annual increments for six (6) years' experience within the last eleven (11) years.

34.2 Recognition of partial years of experience will be granted by rounding off to the nearest whole year of experience.

34.3 The Employer shall advise all employees in writing at the time of hire as to the pay grade and step in the wage appendix. The employee shall also be advised in writing at the time of hire that Article 34.0 of the Collective Agreement may apply.

Employees will have six (6) months from their date of hire to request a review of their placement on the wage appendix.

35.0 TECHNICAL CERTIFICATION

35.1 Employees who have completed the required training in Laboratory technology, but who are awaiting registration or certification examinations or results, will be paid at ninety percent (90%) of the starting rate for the first level of their classification. Upon proof of having passed the registering or certifying examination, employees will receive wages at the full hourly rate for all hours worked retroactively to the date of successful completion of the examination, or the commencement of employment, whichever is the later.

35.2 An employee who has not successfully completed a recognized course of training or certification examinations which are normally required by CLS for her classification in which she is employed will be paid at ninety percent (90%) of the applicable rate in the wage scale according to her length of service. The provisions of this article will not apply to an employee employed prior to the term of this agreement who has been paid the full rate for her classification.

Technical Qualification Premiums

35.3 Employees who have the following qualifications shall receive, for the highest qualification they hold, the amounts set out below in addition to their basic rate of pay, provided that the qualification is utilized in the normal course of their duties:

35.3.1 Advanced Registered Technologist (CSMLS) – fifty nine (59) cents per hour;

35.3.2 Baccalaureate - fifty nine (59) cents per hour;

35.3.3 Licentiate, CSMLS – eighty nine (89) cents per hour;

35.3.4 Fellowship, CSMLS – eighty nine (89) cents per hour;

35.3.5 Masters – eighty nine (89) cents per hour.

35.4 Employees who are receiving additional wages for post graduate qualifications in excess of the amounts stated in this article when this agreement takes effect will continue to receive the higher amounts during the term of this agreement.

EARNING AND PAYMENT OF WAGES

36.0 HOURLY EARNINGS

36.1 All wages are earned by the hour.

37.0 PAY DAYS

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

37.2 In the event that an employee is over or under compensated within the period of the previous six (6) months the Employer shall correct such compensation error within two (2) pay periods.

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

38.0 VACATIONS

Specific Definitions

38.1 For the purpose of this Article:

38.1.1 "vacation" means annual vacation with pay;

38.1.2 "vacation year" means the twelve (12) month period commencing on the first day of April each year and concluding on the last day of March each year.

39.0 VACATION ENTITLEMENT

39.1 Full-time employees will be entitled to vacation with pay as follows:

39.1.1 during each of the first (1st) and second (2nd) years of continuous full-time employment, an employee will earn vacation credits at the rate four point four eight (4.48) hours per pay period;

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

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

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

39.2 Part-time employees shall earn vacation with pay calculated in hours in accordance with the following formula.

$$\begin{array}{l} \text{Hours worked as a} \\ \text{regular employee as} \\ \text{specified in Articles} \\ 23.2, 23.3, 23.4, 23.5, \\ 23.6, 23.9, \text{ and } 39.3 \end{array} \quad \times \quad \begin{array}{l} \text{The applicable} \\ \text{percentage as} \\ \text{outlined in } 39.2.1 \\ \text{or } 39.2.2 \text{ or} \\ 39.2.3 \text{ or } 39.2.4 \end{array} = \begin{array}{l} \text{Number of hours of} \\ \text{paid vacation time to be} \\ \text{taken} \end{array}$$

39.2.1 during each of the first and second years of employment, six percent (6%) of her regular earnings (as defined in Article 39.3 below); or

39.2.2 during each of the third (3rd) to the ninth (9th) years of employment, eight percent (8%) of her regular earnings (as defined in Article 39.3 below); or

39.2.3 during each of the tenth (10th) to the nineteenth (19th) years of employment, ten (10%) of her regular earnings (as defined in Article 39.3 below); or

39.2.4 during each of the twentieth (20th) and subsequent years of employment, twelve (12%) of her regular earnings (as defined in Article 39.3 below).

39.3 All hours worked at the basic rate of pay and on a Named Holiday, or regular hours paid at two times (2X) for non-compliance to a maximum of seven and three-quarter (7 3/4) hours will be recognized as regular earnings for the purpose of determining vacation pay.

39.4 Casual employees shall earn vacation entitlement as follows and Vacation Pay will be paid in accordance with the following:

39.4.1 during each of the first (1st) and second (2nd) years of employment, six percent (6%) of her regular earnings (as defined in Article 39.6 below); or

39.4.2 during each of the third (3rd) to ninth (9th) years of employment, eight percent (8%) of her regular earnings (as defined in Article 39.6 below); or

39.4.3 during each of tenth (10th) to nineteenth (19th) years of employment, ten percent (10%) of her regular earnings (as defined in Article 39.6 below); or

39.4.4 during each of the twentieth (20th) and subsequent years of employment, twelve percent (12%) of her regular earnings (as defined below in Article 39.6).

39.5 Only those hours worked at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized as regular earnings for the purpose of determining vacation pay.

39.6 Vacation pay for casual employees will be paid on every pay period.

39.7 Full-time employees shall be entitled starting at twenty-five years of service and every fifth year employment anniversary thereafter to a total of five bonus vacation days to be taken in the next following five years either as a block or spread out.

39.8 At twenty five (25) years of service and each fifth (5) year employment anniversary thereafter, part-time employees shall be entitled to earn supplementary vacation with pay based on the average number of hours worked over the previous sixty (60) months in accordance with the following formula:

$$\begin{array}{l} \text{Hours worked during the} \\ \text{vacation year at the rate} \\ \text{specified in Article 39.2} \end{array} \quad \times \quad 2 \% \quad = \quad \begin{array}{l} \text{Number of hours paid} \\ \text{supplementary vacation time to} \\ \text{be taken in current supplementary} \\ \text{vacation period.} \end{array}$$

40.0 NOT ALLOCATED

41.0 TIME OF VACATION

41.1 All vacation earned in one vacation year will be taken by the end of the next vacation year, at an agreeable time, unless CLS agrees to allow an employee to carry her vacation forward into a subsequent year.

41.2 An employee may request vacation leave during any period of the year, but if CLS and an employee cannot agree on the date of vacation, or agree to carry vacation forward, then CLS may give the employee at least four (4) weeks' written notice of the time for the employee's annual vacation.

41.3 Upon the request of an employee, earned vacation credits may be divided into more than one (1) vacation period if approved by CLS. Such request will not be unreasonably denied.

42.0 SCHEDULING PREFERENCES

42.1 Employees will make vacation requests by a deadline of November 1 in each year if they wish to exercise seniority on scheduling preferences. Requests received after the deadline will be on a first-come, first-served basis for vacation until the next deadline.

42.1.1 In expressing their vacation preferences, subject only to CLS's operational requirements, employees will have a guarantee of vacation in at least one (1) of three (3) "prime times".

"Prime times" are defined as follows:

- i) the first prime time (Easter) will be one (1) week before and one (1) week after Easter Sunday in each year;

ii) the second (2nd) prime time (Summer) will be between June 15 and September 15 in each year; and

iii) the third (3rd) prime time (Christmas) will be between December 15 in each year and January 2 in each following year.

42.2 CLS will respond to vacation requests within four (4) weeks of the deadlines, or within three (3) weeks of requests received past the deadlines.

42.3 General Rules Governing Vacation Approvals

42.3.1 There will be a fourteen (14) calendar day limit for vacation approval in prime time. Additional days may be considered and shall not be unreasonably denied.

42.3.2 A vacation approval request form will be utilized for all areas of CLS.

42.3.3 The form will clearly indicate whether an employee desires to use seniority for vacation requests or not.

42.3.4 The form will clearly indicate approval or denial of the vacation request.

42.3.5 An indication to utilize seniority to obtain a vacation request cannot be altered by the Employer or the Employee after the deadline dates specified in Article 42.1.

42.3.6 Vacation requests will only be considered after the deadline date has passed, subject only to Article 42.2.

42.3.7 Vacation requests may be posted on a calendar in the specific department or area of CLS involved. The posting will indicate requested time frames and, with the approval of the employee, the names of the requesting employees.

42.3.8 A "Prime Time Request" shall mean any period of absence defined by the first work shift absent up to and including the last work shift absent on vacation. (This definition will include single shift requests.)

42.3.9 Where any employee desires more than one vacation time within a prime time, this shall clearly be indicated on the request form. Multiple separate time frames may be requested in a single Prime Time period. Employees will clearly indicate the priority of requests in descending order on the request form.

- 42.3.10 On the basis of seniority, employees will be granted one request for vacation within a Prime Time. Subsequent requests for vacation time within the same prime time period will only be considered after all other vacation requests of employees with less seniority have been granted.
- 42.3.11 An employee can only use her seniority to obtain the same vacation Prime Time two (2) years in a row. Use of seniority to obtain the same vacation Prime Time two (2) years in a row shall be recorded and traced by the Employer. This information shall be made available to all employees upon request.
- 42.3.12 Should an employee indicate her desire to use seniority to obtain vacation during a Prime Time, and such request is denied, her desire to use seniority shall not be counted as per Article 42.3.11.
- 42.3.13 In responding to vacation requests, the employee will be provided a copy of their original request form, confirming approval or denial by the Employer, and, if approved, confirming the use of seniority.

43.0 ALTERATION BY CLS

43.1 Unless given four (4) weeks' advance notice of an alteration to her scheduled vacation period, an employee required by CLS to work during her vacation period will receive two times (2X) her basic rate of pay for all hours worked. This premium payment will cease and the employee's basic rate of pay will apply at the start of her next regularly scheduled shift. The time so worked will be rescheduled as vacation leave with pay to be added to the vacation period, when possible, or the employee will be granted equivalent time off in lieu thereof at a mutually agreed later date. With the approval of CLS, an employee may elect to receive payment at the basic rate of pay in lieu of time off.

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

43.2 PORTABILITY

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

43.2.2 Where an employee is voluntarily terminating her employment, the Employer shall notify the employee that she may receive a written statement of her vacation entitlement upon termination at her request.

43.3 VACATION AND MATERNITY LEAVE

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

44.0 NAMED HOLIDAYS

44.1 Full-time employees will be entitled to a day off with pay on or for the following Named Holidays:

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

and all general holidays proclaimed to be statutory holidays by the City of Calgary; the Province of Alberta; and the Government of Canada.

- 44.2**
- a) CLS may designate a common date for the day off with pay in lieu of a Named Holiday, which falls on a Saturday or Sunday. CLS will post notice of the common date in all CLS sites at least six (6) months prior to the occurrence of the Named Holiday.
 - b) When July 1st falls on a Sunday, July 2nd is the legal holiday and shall be kept and observed as such.

44.3 Part-time employees who are required to work on a Named Holiday, which are:

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

and all general holidays proclaimed to be statutory holidays by the City of Calgary; the Province of Alberta; and the Government of Canada will be paid at one and one-half times (1 1/2X) her basic rate of pay for the first seven and three-quarter (7 3/4) hours worked on a Named Holiday, and two times (2X) her basic rate of pay for time worked in excess of seven and three-quarter (7 3/4) hours.

44.3.1 A part-time employee obliged, in the course of duty, to work on Christmas Day and/or August Civic Holiday shall be paid for all hours worked on the Named Holiday(s) at two times (2X) her basic rate of pay.

44.4 Part-time employees shall be paid, in addition to her basic rate of pay, four point six per cent (4.6%) of her basic hourly rate of pay in lieu of Named Holidays, and the Floater Holiday.

44.5 Casual employees who are required to work on a Named Holiday, which are:

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

and all general holidays proclaimed to be statutory holidays by the City of Calgary; the Province of Alberta; and the Government of Canada;

will be paid at one and one-half times ($1\frac{1}{2}X$) her basic rate of pay for the first seven and three-quarter ($7\frac{3}{4}$) hours worked on a Named Holiday, and two times (2X) her basic rate of pay for time worked in excess of seven and three-quarter ($7\frac{3}{4}$) hours.

44.5.1 A casual employee obliged, in the course of duty, to work on Christmas Day and/or the August Civic Holiday shall be paid for all hours worked on the Named Holiday(s) at two times (2X) her basic rate of pay.

44.6 Casual employees shall be paid, in addition to her basic rate of pay, four point six per cent (4.6%) of her basic hourly rate of pay in lieu of Named Holidays, and the Floater Holiday.

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

44.7.1 work the scheduled shift immediately prior to and immediately following each holiday, except where the employee is absent due to illness or other reasons acceptable to CLS,

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

44.8 a) A full-time employee required to work on a Named Holiday will be paid for all hours worked on a Named Holiday at one and one-half times ($1\frac{1}{2}X$) her basic rate of pay, plus:

i) one (1) day's pay; or

- ii) an alternate day off at an agreed time; and
 - iii) compensating time off at her basic rate of pay for all hours worked in excess of seven and three quarters (7 3/4) hours.
 - b) An employee obliged, in the course of duty, to work on Christmas Day and/or the August Civic Holiday shall be paid for all hours worked on the Named Holiday(s) at two times (2X) her basic rate of pay, plus:
 - i) one (1) day's pay; or
 - ii) an alternate day off at an agreed time; and
 - iii) compensating time off at her basic rate of pay for all hours worked in excess of seven and three quarters (7 3/4) hours.
- 44.9** If an employee elects an alternate day as per Article 44.8(a)(ii) any hours in the Stat Bank will be paid out at the end of CLS's fiscal year.
- 44.10** If a common date is not designated when a Named Holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee will receive:
- 44.10.1 one (1) day's pay; or
 - 44.10.2 an alternate day off at an agreed time; or
 - 44.10.3 failing agreement within seven (7) calendar days as to the option to be applied, it will be deemed that payment of one (1) day's pay at the basic rate of pay is desired.
- 44.11** When a Named Holiday falls during an employee's annual vacation, the employee will receive:
- 44.11.1 an alternate day off at an agreed time; or
 - 44.11.2 failing agreement within seven (7) calendar days as to the option to be applied, it will be deemed that payment of one (1) day's pay at the basic rate of pay is desired.
- 44.12** CLS will rotate, as evenly as possible, amongst employees in a department or section, as applicable, the requirement to work including on-call duty on a specific Named Holiday.
- 44.13** No payment will be due for a Named Holiday, which occurs during:
- 44.13.1 a lay-off; or

44.13.2 all forms of leave during which an employee is not paid.

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

45.0 NOT ALLOCATED

46.0 NOT ALLOCATED

47.0 NOT ALLOCATED

48.0 NOT ALLOCATED

49.0 NOT ALLOCATED

50.0 NOT ALLOCATED

51.0 ANNUAL FLOATER

51.1 In addition to the above Named Holidays, full-time employees who are in the employ of CLS on February 1 will be granted an additional holiday as a "floater holiday." The Floater Holiday will be scheduled at a time mutually agreed upon between CLS and employee. If the holiday is not taken by the last day of March in the following year, it will be paid out.

HEALTH AND WELFARE BENEFITS

52.0 SICK LEAVE

Sick Leave Credits

52.1 Sick leave is provided by CLS for any illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under The Workers' Compensation Act.

52.1.1 CLS recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absence from work due to such therapy will be considered sick leave.

52.2 A full time employee will earn sick leave credits at the rate of eleven point six two five (11.625) hours for each full month of employment computed from the date of employment up to a maximum credit of nine hundred and thirty (930) hours.

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

52.2.1 When an employee has accrued the maximum sick leave credit of nine hundred and thirty (930) hours, she will no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she will recommence accumulating sick leave credits.

52.2.2 Sick leave credits will accrue for the first (1st) month during periods of illness, injury, layoff, or leaves of absence in excess of one (1) month.

PORTABILITY

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

52.2.4 Where an employee is voluntarily terminating her employment, the Employer shall notify the employee that she may receive a written statement of her sick entitlement upon termination at her request.

53.0 SICK LEAVE PAY

53.1 An employee granted sick leave will be paid for the period of such leave at her basic rate of pay, and the number of hours thus paid will be deducted from her accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time sick leave commenced.

53.2 A part-time employee shall be granted paid sick leave if she becomes ill and is unable to work an additional scheduled shift, or any portion thereof, and the shift thus paid will be deducted from her accumulated sick leave credits.

54.0 SICK LEAVE ADMINISTRATION

Proof of Illness

- 54.1** Employees may be required to submit satisfactory proof to CLS of any illness, non-occupational accident, or quarantine. Where an employee is required by the Employer to obtain supplemental medical information to clarify the initial medical documentation, the fee for this medical documentation shall be reimbursed by the Employer upon submission of a receipt.

Confidentiality

- 54.2** Information on an employee's nature of illness will be confidential unless the employee consents in writing to such release. Information on an employee's prognosis, work restrictions and/or limitations and expected date of return to work will be shared with CLS. Employees shall not be required to disclose diagnosis information and it is incumbent upon employees to cooperate in providing employment related health information.

Sick Leave and Vacation

- 54.3** Generally, no sick leave will be granted for any illness, which is incurred once an employee commences her vacation; in this event, the employee will be receiving vacation pay. For the purposes of this Article, vacation is deemed to have commenced on the completion of the last regularly scheduled shift worked prior to the vacation period inclusive of scheduled days off. However, sick leave will be granted:

- 54.3.1 if an employee becomes ill during her vacation period after the expiry of the employee's vacation if the illness continues beyond the vacation;
- 54.3.2 for the period of sick time falling within a scheduled vacation period provided that the employee becomes ill prior to the commencement of the scheduled vacation. If the employee so wishes, the number of sick days paid within the scheduled vacation period will be considered as vacation days not taken and may be rescheduled to a later date.
- 54.3.3 Should an employee become ill during the course of her vacation and require a prescribed course of medical treatment for an acute condition that would normally render her unable to work, and if at least 50% of her scheduled vacation time has been affected, pending investigation through the Disability Management Process she will be considered to be on sick leave for such a period of time, subject to Article 52, Sick Leave. Vacation time not taken as a result of such medical treatment will be rescheduled to a mutually agreeable later date.

54.4 An employee who is unable to work, but has exhausted her sick leave credits, will be deemed to be on a leave of absence without pay or benefits for up to one hundred and twenty (120) calendar days from the first day of absence from work, or until the employee becomes eligible to apply for Long Term Disability benefits, whichever occurs first.

55.0 HEALTH APPOINTMENTS

55.1 Employees shall make reasonable efforts to make health appointments outside of work time. If an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, wherever possible she will provide eight (8) days notice and receive prior authorization by CLS. Such absence will be neither charged against her accumulated sick leave, nor will she suffer any loss of income provided such absence does not exceed two (2) hours during one workday. If the absence is longer than two (2) hours, the time in excess of two (2) hours of such absence will be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

55.2 Approval for time off pursuant to Article 55.1 shall not be unreasonably denied.

56.0 WORKERS' COMPENSATION

56.1 An employee who is unable to work as a result of an accident covered by the Workers' Compensation Act will continue to receive full net earnings less any statutory or employee paid benefit deductions provided that:

56.1.1 the employee assigns over to CLS, on proper forms, the moneys due to her from the WCB for time lost due to an accident, and

56.1.2 the employee's accumulated sick leave credits are sufficient so that an amount proportionate to the WCB supplement paid by the Employer, but in any event not less than one-tenth (1/10th) day, can be charged such sick leave credits for each day an employee is off work due to accident within the meaning of the WCB Act, and

56.1.3 the employee keeps CLS informed regarding the status of her WCB claim and provides any medical or claim information that may be required by CLS.

56.2 HSAA recognizes that CLS may be required to reconcile payments to the employee with subsequent assigned payments from the WCB. Accordingly, once CLS has received reimbursement from WCB, it will be entitled to adjust payments to the employee under this Article.

56.3 An employee who is in receipt of Workers' Compensation Benefits will be deemed to be on a leave of absence without pay, therefore:

56.3.1 she will also be deemed to remain in the continuous service of CLS for purposes of prepaid health benefits and wage increments; and

56.3.2 she will accrue vacation credits and sick leave for the first (1st) month of such absence.

56.4 An employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

56.4.1 capable of performing the duties of her former position, will provide CLS with two (2) weeks' written notice, of readiness to return to work. CLS will reinstate the employee in the same classification held by her immediately prior to the disability with benefits that accrued to her prior to the disability;

56.4.2 incapable of performing the duties of her former position, will be deemed to be on a disability leave of absence and entitled to benefits she is eligible for under Sick Leave or Long Term Disability.

56.5 The reinstatement of an employee in accordance with this Article will not be construed as being a violation of the posting or scheduling provisions of the agreement.

57.0 NOT ALLOCATED

58.0 NOT ALLOCATED

59.0 NOT ALLOCATED

60.0 EMPLOYEE BENEFIT PLANS

60.1 CLS will provide group benefits for all eligible employees:

Eligible employees include:

60.1.1 regular full-time employees;

60.1.2 regular part-time employees, whose FTE is equal to or greater than zero point four (0.4);

60.1.3 temporary employees who are hired to work in a position of six (6) months' duration or greater, and whose FTE is equal to or greater than zero point four (0.4).

- 60.2** Regular and temporary part-time employees whose hours of work average less than zero point four (0.4) FTE, temporary employees hired for a position of less than six (6) months' duration, and casual employees, will not be eligible to participate in the Employee Benefits Plan, unless otherwise specified by the employer. However, such individuals covered by the Collective Agreement who were enrolled for such benefits on the day prior to the commencement date of this Collective Agreement will not have benefits discontinued solely due to the application of this provision.
- 60.3** Eligible employees who worked on a casual basis for CLS shall have up to four hundred and sixty-five (465) hours of service recognized towards the benefits waiting period.
- 60.4** Waiting periods for benefits shall be waived for those employees who change employment from a previous HSAA bargaining unit and who are hired by CLS in a benefits eligible position, as long as six (6) months has not passed since the employee terminated their employment.
- 60.5** Employee group benefit plan coverage is deemed to be compulsory. Extended Health, Alberta Health Care, and Dental benefit coverage will not be deemed compulsory if evidence of coverage in another plan is provided.
- 60.5.1 Alberta Health Care Insurance Plan, as amended or replaced;
- 60.5.2 Group Life Insurance – One times (1X) annual salary for employees. Dependent Life coverage of twenty-five thousand dollars (\$25,000) for spouse, and ten thousand dollars (\$10,000) for each child up to age twenty-one/twenty-five (21/25);
- 60.5.3 Voluntary Group Life Insurance – Optional coverage for employee and/or spouse in units of ten thousand dollars (\$10,000), to a maximum of five hundred thousand dollars (\$500,000);
- 60.5.4 Accidental Death & Dismemberment – One times (1X) annual salary for employees;
- 60.5.5 Voluntary Accidental Death & Dismemberment – Employees will have the option to purchase individual or family units of ten thousand dollars (\$10,000), to a maximum of five hundred thousand dollars (\$500,000). If the employee selects the family plan, the spouse is insured for fifty (50) per cent of the employee's coverage if they have no children or forty (40) per cent if they have children. Each child is insured for fifteen (15) per cent of the employee's coverage if the employee has a spouse or twenty-five (25) per cent if the employee has no spouse. The amount of coverage for each child is limited to a maximum of fifty thousand dollars (\$50,000);
- 60.5.6 Long Term Disability – Sixty (60) per cent of monthly salary to a maximum monthly benefit of eight thousand dollars (\$8,000), following seventeen (17) calendar weeks of disability, to age sixty-five (65);

- 60.5.7 Extended Health Care – The plan will reimburse eligible employees for eighty (80) percent of prescription drug expenses, and one hundred (100) percent of all eligible expenses. Eligible expenses include, but are not limited to semi-private hospital room, ambulance services and other medical services and supplies, out-of-country medical care, and paramedical services. Paramedical services are limited to a maximum of \$1,200 per year for registered massage therapists, physiotherapists and chiropractors; and \$300 per year for all other paramedical services in the plan. There is no per visit cap for paramedical services.
- 60.5.8 Dental - The plan will provide eighty (80) percent reimbursement of basic services, fifty (50) percent of major restorative services, and fifty (50) percent of orthodontic services, in accordance with the current Alberta Dental Association Fee Guide, to a maximum of three thousand dollars (\$3,000) per person per calendar year for major restorative services, and three thousand dollars (\$3,000) per person in a lifetime for orthodontic services.
- 60.5.9 Maternity Supplement to EI SUB Plan – to supplement an eligible employee’s Employment Insurance to meet CLS’s obligation to provide benefit payments during that period of maternity leave where there is a valid health-related period of absence due to pregnancy for which she has provided satisfactory medical substantiation. It is agreed that the decision as to when to apply for this benefit rests entirely with the employee.

60.6 EI Supplemental Unemployment Benefit

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

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

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

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

Supplemental Unemployment Benefit shall not exceed seventeen (17) calendar weeks in a fifty two (52) week period.

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

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

60.7 The premiums for Long Term Disability will be one hundred (100) per cent employee paid. All other compulsory benefits will be one hundred (100) percent paid by CLS.

60.8 Where the benefits specified in this article are provided through insurance obtained by CLS, the administration of such plans will be subject to and governed by the terms and conditions of the applicable benefits policies or contracts.

60.9 An employee will cease to earn sick leave credits and vacation credits while on Supplemental Unemployment Benefits.

60.10 CLS will provide to employees, upon hiring or when there are changes to the plan, brochures and other relevant information regarding the benefit plans.

60.11 CLS will provide to HSAA one (1) copy of each of the benefit plans. CLS will advise HSAA of all premium rate changes. When changes are made to the benefit plans, the Union will be notified.

60.12 CLS shall pay benefit premiums to a maximum of twenty-four (24) months while an employee is on LTD.

60.13 CLS shall pay benefit premiums for employees while an employee is on WCB.

61.0 PENSION PLAN

61.1 Participation in the CLS pension plan is voluntary. Following a 465-hour eligibility period, the following employees are eligible to participate in the plan:

61.1.1 Regular full and part-time employees whose FTE is 0.4 or greater.

61.1.2 Temporary full-time or part-time employees when the term of employment is equal to or greater than 6 months.

- 61.1.3 Part-time employees whose FTE is less than 0.4 and casual employees are eligible to join the plan when their earnings in each of the two previous years are at least thirty percent (30%) of the Yearly Maximum Pensionable Earnings (YMPE) for those years.
- 61.2** The pension plan will be a defined contribution plan (DCPP). Participating employees will contribute three point five percent (3.5%) of regular earnings (exclusive of overtime and shift premiums) into the plan each pay period. CLS will contribute seven percent (7.0%) for each participating employee.
- 61.3** Participating employees wishing to contribute additional monies towards their retirement are eligible to participate in the employer's group RRSP plan. These additional monies will be deducted as a percentage of pay each period.
- 61.4** Any changes or alterations to the plan must be agreed to by CLS and HSAA. The exact terms and conditions of the plan are described in the plan governance documentation.
- 61.5** A plan booklet and enrolment package will be provided to an employee when they are eligible to join the plan.
- 61.6** Once enrolled in the Plan, membership continues until the employment relationship terminates. Contributions can only be suspended when an employee reduces their FTE to below 0.4 FTE or goes Casual, or when annual regular earnings fall below 30% of the Yearly Maximum Pensionable Earnings (YMPE).
- 61.7** Participating employees can elect to continue participation during periods of LTD, Sick leave, and Maternity/Parental leaves of absence up to one year. Contributions will be based upon the employee's FTE/earnings prior to the leave.
- 61.8** The pension plan is governed by a Pension Advisory Committee (PAC), which is comprised of representatives of CLS and two (2) representatives from HSAA. Upon mutual agreement, the parties may add one (1) representative to a maximum of three (3) HSAA representatives. There may also be representation from other employee groups.

LEAVES OF ABSENCE

62.0 GENERAL POLICIES COVERING LEAVES OF ABSENCE

- 62.1** An application for leave of absence will be made, in writing, to CLS as early as possible. The application will indicate the desired dates for departure and return from the leave of absence.
- 62.1.1 The Employer will make every effort to respond to all requests for leave of absence within fourteen (14) calendar days from the date upon which the request is received.

- 62.2** Except for maternity leaves, where an employee is granted a leave of absence of more than a month's duration, and the employee is covered by any or all of the benefit plans specified in this agreement, the employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans at least one (1) pay period in advance. The time limits as provided for in this Article may be waived in extenuating circumstances.
- 62.3** For the portion of maternity leave during which an employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, Supplemental Unemployment Benefit or LTD, benefit plan premium payments will be administered in the same fashion as an employee absent due to illness.
- 62.4** In the case of a leave of absence or a deemed leave of absence, an employee will accrue sick leave and vacation credits for the first (1st) month. An employee's increment date will be adjusted by the same amount of time as the leave of absence and the new increment date will prevail after that.

63.0 GENERAL LEAVE

- 63.1** Leave of absence without pay may be granted to an employee at the discretion of CLS. When requesting a leave of absence, employees will provide written reasons regarding their need for this leave. The employee will not work for gain during a leave of absence except with the express consent of CLS. Where approval is denied, CLS will respond in writing and reasons will be given. Benefit coverage may be retained if paid as in Article 62.2, however, pension and RRSP contributions will be suspended.
- 63.2** The existence of vacation and/or banked overtime may be a consideration in granting a general leave.

64.0 SPECIAL LEAVE

- 64.1** Each calendar year, each regular or temporary full-time employee shall be entitled to up to three (3) Special Leave days (twenty three point two five (23.25) hours) without loss of pay, as either family leave, or pressing necessity leave. Regular or temporary part-time employees shall receive special leave prorated based on their FTE.
- 64.1.1 Each calendar year, each regular or temporary full time employee shall be entitled to one (1) Wellness day (seven point seven five (7.75) hours) without loss of pay. The Wellness day will be scheduled at a time mutually agreed upon between CLS and the employee. Regular or temporary part-time employees shall receive wellness leave prorated based on their FTE.

64.2 Family Leave

Family leave is intended to provide Employees with a way of attending to the health needs of members of their immediate family. For the purposes of this article immediate families shall include same sex partners.

It is for use when the Employee's attendance is necessary and they are unable to change the time when they need to be in attendance. Employees are required to provide CLS with notification of leave requirements as early as possible after determining the need.

CLS will not unreasonably deny other forms of leave when it is asked, to allow the Employee to attend to the health needs of members of their immediate family.

64.3 Pressing Necessity Leave

A pressing necessity is a sudden or unusual circumstance that could not, by the exercise of reasonable judgment, have been foreseen by the Employee and which requires the Employee's immediate attention or makes the Employee's attendance at work impossible. This may include sudden or unusual circumstances involving a need to attend to members of their immediate family, or a critical situation with respect to her property.

65.0 EDUCATIONAL LEAVE / PROFESSIONAL DEVELOPMENT/IN-SERVICES

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

65.1.1 continuing education is necessary with technological change; and

65.1.2 the responsibility for such continuing education lies not only with the individual but also with CLS.

65.2 Paid leave of absences or reasonable expenses, or both, may be granted to employees at the discretion of CLS to enable employees to participate in education programs.

65.3 Should CLS direct an employee to participate in a specific program, such employee will be compensated in accordance with the following:

65.3.1 for program attendance on regularly scheduled working days, the employee will suffer no loss of regular earnings;

65.3.2 for program attendance on regularly scheduled days off, the employee will be paid at her basic rate of pay for the actual time of attendance to a maximum of seven and three-quarter ($7\frac{3}{4}$) hours per day;

65.3.3 CLS will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.

65.4 For the purpose of qualifying for a wage increment, an employee granted educational leave will be deemed to remain in the continuous service of CLS for the first eighteen (18) calendar months only of such period of leave. In the event the duration of educational leave continues for a period in excess of eighteen (18) months, an employee's anniversary date for wage increment purposes will be delayed by the amount of time that said leave exceeds eighteen (18) months, and the newly established anniversary date will prevail after that.

65.5 An employee absent on approved education leave will be reinstated by CLS in the same position and classification held by her immediately prior to taking such leave or be provided with alternate work of a comparable nature.

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

66.0 BEREAVEMENT LEAVE / COMPASSIONATE CARE LEAVE

66.1 Bereavement leave with pay of:

66.1.1 five (5) consecutive working days will be granted in the event of the death of a member of the employee's immediate family. Upon request, the employee may be granted additional leave of absence without pay. Immediate family of the employee is defined as spouse, parent, child, brother, sister, grandparent, grandchild, fiancée. Step-parent, step-children, step-brother and step-sister will be considered as members of the employee's immediate family. "Spouse" will include common-law or same sex relationship and will be deemed to mean a man or woman who resided with the employee and who was held out publicly as her spouse for a period of at least one year before the death;

66.1.2 three (3) consecutive working days will be granted in the event of the death of the following members of the employee's family (i.e., mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, step-grandparent, and grandparent-in-law).

66.2 Bereavement leave will be extended by two (2) additional days with pay if travel in excess of three hundred and twenty (320) kilometers one way from the employees residence is necessary for the purpose of attending the funeral.

- 66.3** Where special circumstances exist, an employee may request that bereavement leave be divided into two periods, notwithstanding the requirements in Article 66 for consecutive bereavement days. Such a request is subject to the approval of CLS. In no circumstances will an employee be eligible for more days off with pay than she would have been eligible to receive had the bereavement leave been taken in one undivided period.
- 66.4** In the event of the death of another relative or friend CLS may grant time off with pay to attend the funeral service.
- 66.5** In calculating paid bereavement entitlement for part-time employees, the provisions of Article 66 shall apply only to regularly scheduled working days and additional scheduled work shifts which fall within a ten (10) calendar day period, commencing with the date of death, or the date of the Employee's awareness that a death has occurred.
- 66.6** Should an employee require bereavement leave while on vacation, the employee shall be considered to be on bereavement leave for such period of time subject to the provisions of Article 66.1. Vacation time not taken as a result of such bereavement leave shall be reinstated. Employees may be required to provide satisfactory proof for the leave.

Compassionate Care Leave

- 66.7** Employees will be provided with an eight (8) week leave of absence without pay but with normal cost sharing of benefits to provide compassionate care to a member of their family as per Federal Government legislation and CLS Policy.
- 66.7.1 Employees may request a further four (4) month leave of absence without pay to provide compassionate care for a member of their immediate family. Immediate family will be defined as per the bereavement article. Benefit coverage may be retained if paid as in Article 62.2, however, pension and RRSP contributions will be suspended.

67.0 MATERNITY AND PARENTAL LEAVE

- 67.1** An employee who has completed her probationary period will, upon her written request, be granted maternity and parental leave. Maternity leave may become effective any time during the twelve (12) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commence maternity leave no later than the date of delivery. When an employee requests maternity leave she must give written notice to the employer if she also intends to take parental leave.

- 67.2** Maternity and Parental leave will be without pay and benefits except for the portion of maternity leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI Maternity Plan benefits, SUB or LTD.
- 67.3** Maternity and Parental leave will not exceed twelve (12) months unless an extension is granted by CLS. Request for an extension due to ill health of the mother or the child or for other maternal reasons will not be unreasonably denied. Such extension when granted shall not exceed six (6) months. Participation in the benefit plan cannot exceed twelve (12) months.
- 67.4** A pregnant employee whose continued employment in her position, in the written opinion of her physician, may be hazardous to herself or to her unborn child, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request maternity leave if the employee is eligible for such leave. In the event that such maternity leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than twelve (12) months, the employee may request general leave without pay.
- 67.5** An employee absent on parental leave will provide CLS with four (4) weeks' written advance notice of her readiness to return to work following which CLS will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the wage scale or provide her with alternate work of a comparable nature at not less than the same step in the wage scale and other benefits that accrued to her up to the date she commenced the leave.
- 67.5.1 An employee must take at least six (6) weeks of maternity leave after the birth of her child, unless CLS agrees to early resumption of employment and the employee provides a medical certificate indicating that resumption of work will not endanger her health.

68.0 PARENT TO BE

- 68.1** Parental leave of at least three (3) working days with pay will be granted upon the written request of an employee to enable such employee to attend to matters directly related to the birth or adoption of the child.
- 68.2** A parent-to-be who has completed the probationary period will, upon written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be agreed between the employee and CLS. Such leave will be without pay and will not exceed twelve (12) months. Group benefit coverage may continue for up to twelve (12) months provided the employee pays both the employee and employer portions of the benefit premium costs.

69.0 ADOPTIVE PARENT LEAVE

69.1 An employee who has completed the probationary period will be granted leave of absence without pay and benefits for a period of up to twelve (12) months in duration for the purpose of adopting a child provided that:

69.1.1 she makes written request for such leave at the time the application for adoption is approved and keeps CLS advised of the status of such application; and

69.1.2 she provides CLS with at least one (1) day's notice that such leave is to commence.

69.2 Group benefit coverage may continue for up to twelve (12) months provided the employee pays both the employee and employer portions of the benefit premium costs.

69.3 An employee absent on adoptive parent leave will provide CLS with six (6) weeks written notice of readiness to return to work following which CLS will reinstate her in the same position held immediately prior to taking such leave or provide her with alternate work of a comparable nature at not less than the same step in the wage scale and with other benefits accrued to her at the date the leave commenced.

70.0 COURT APPEARANCE

70.1 An employee will be paid as per 70.1.1 and 70.1.2 when required to appear in Court for any of the following:

- Jury selection
- A member of a jury
- Witness in matters arising out of her employment with CLS

70.1.1 her regular earnings for an appearance on the date of a scheduled shift; or

70.1.2 at her basic rate of pay for the hours of attendance for an appearance on the date of a scheduled day of rest.

70.2 In addition, for an appearance on the date of a scheduled day of rest, an employee will be granted an alternate day of rest to be scheduled by CLS. This rescheduling is not subject to the scheduling provisions of this agreement.

70.3 When an employee is scheduled to work on an evening or night shift on the day of attendance at Court, she will be granted a leave of absence for the scheduled shift and be paid her regular earnings for the shift.

70.4 When an employee is required by law to attend Court for matters arising outside her employment, then she will be granted a leave of absence without pay.

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

71.0 LEAVE FOR PUBLIC OFFICE

71.1 Leave for Public Office

71.1.1 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay so that an employee may be a candidate in federal, provincial or municipal elections.

71.1.2 Employees who successfully attain public office shall be granted a further leave of absence without pay to permit them to fulfill the duties of that office.

71.1.3 An Employee who has been on public office leave shall be reinstated by the Employer in the same position and classification held by her immediately prior to taking such leave or be provided with alternate work of a comparable nature.

72.0 EVALUATIONS

72.1 CLS and HSAA recognize the desirability of employee evaluations. Evaluations will be conducted at least on an annual basis.

72.2 All evaluations will be in writing, and will be for the constructive review of the performance of the employee.

72.3 Meetings for the purpose of an evaluation interview will be scheduled by CLS with reasonable advance notice, which will not be less than twenty-four (24) hours. The employee may review her personnel file prior to the interview upon her request.

72.4 If an evaluation interview is scheduled on an employee's off duty hours or on days of rest, the employee will be compensated according to the overtime provisions of this agreement.

72.5 The employee will be given a copy of her completed evaluation at the conclusion of the interview or no later than seven (7) calendar days from the interview date. The employee will sign the completed evaluation document upon receipt for the sole purpose of indicating that she is aware of the evaluation. She will have the right to respond in writing within seven (7) calendar days of receipt of the evaluation document, and her reply will be placed in her personnel file.

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

72.7 Performance Expectations

- 72.7.1 Performance issues considered by the Employer to be serious enough to be entered on the Employee's record, may result in a Letter of Expectation to the Employee with a fax copy to the Association office within two (2) days (exclusive of Saturday, Sunday and Named Holidays).
- 72.7.2 A Letter of Expectation shall indicate that it is not disciplinary action. It shall state a reasonable time period in which improvement or correction is expected. During and at the conclusion of such time, the Employee's performance shall be monitored and reviewed by the Employer with respect to the stated expectations. The Employee shall be informed in writing of the results of the review, subject to the time frames stated in Article 72.7.1 above.
- 72.7.3 The assignment of an improvement or correction time period shall not act to restrict the Employer's right to take further action during said period should the Employee's performance so warrant.
- 72.7.4 Should an Employee demonstrate performance improvement at any time during, or at the end of the stated time period which satisfies the Employer's expectations as stated in the Letter of Expectation, the employee may request to have Employer will remove the Letter and any related documents removed from the Employee's personnel file, and the Employer will consider this request.

73.0 PERSONNEL FILES

- 73.1 An employee may view her personnel file by appointment. An employee will be given a copy of any documents she requests from her file.
- 73.2 Any documents pertaining to disciplinary action or dismissal will be removed from the employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 73.3 When an employee has been subject to disciplinary action, she may, after two (2) years from the date the disciplinary measure was initiated, request in writing that her record be cleared of that disciplinary action. CLS will confirm in writing to the employee that the documents have been removed from her file.
- 73.4 When an Employee is subject to a Letter of Expectation on entering into the Attendance Awareness Program, CLS will notify HSAA prior to meeting with the affected employee.
- 73.5 Upon provision of a release signed by the employee, or in the context of investigating a grievance or a potential grievance, the Association will have access to employee personnel file(s) or Occupational Health, Safety and Wellness file(s) by:

73.5.1 appointment in advance, an Association representative may view the personnel file(s) . Upon request, the Association representative shall be given a copy of requested documents from the file(s). The employer may charge twenty-five (25) cents per page for copying expenses, but there shall be no other fee for provision of file documentation;

73.5.2 request in writing of a copy of the entire file(s). The employer may charge twenty-five (25) cents per page for copying expenses, but there shall be no other fee for provision of file documentation.

74.0 DISCIPLINE AND DISMISSAL

74.1 Except for the dismissal of an employee serving a probationary period, there will be no discipline or dismissal except for just cause.

74.2 When CLS decides it must meet with an employee for the purposes of investigating a matter related to the employee, or about which the employee may have information, discussing or issuing discipline to an employee, it will, as circumstances permit, schedule a meeting with the employee and give at least twenty-four (24) hours advance notice of the meeting. The Employer shall advise the Employee of the the nature of the meeting and availability of Union representation at such meetings. The employee shall be accompanied by a representative of HSAA at such meetings unless the employee waives this right.

74.3 When an employee is issued a formal warning, or suspended or dismissed, the employee will be given written reasons for the disciplinary action, and a copy of those reasons will be delivered by fax to HSAA within two (2) working days of the disciplinary action.

74.4 An employee who is dismissed by CLS will receive any unpaid wages and vacation pay at the time she leaves.

74.5 An employee will have ten (10) working days from the date of discipline to file a grievance under Article 75.

74.6 If the meeting is scheduled by CLS on an employee's off duty hours or on days of rest and the employee is required to attend then she shall be compensated according to Article 25 (Overtime Article).

75.0 GRIEVANCE PROCEDURE

GRIEVANCES BY EMPLOYEES

75.1 Definition of Time Periods:

75.1.1 For the purpose of this article, 76 and 77 periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays specified in Article 44.1.

75.1.2 Time limits may be extended by mutual agreement, in writing, between the Association and the Employer.

75.2 Resolution of a Difference Between and Employee and the Employer:

a) Formal Discussion

i) Except for matters involving discipline, if a difference arises between one (1) or more employees and the Employer regarding the interpretations, application, operation or alleged contravention of this Collective Agreement, the employee(s) shall first seek to settle the difference through discussion with her immediate supervisor. If it is not resolved in this manner, it may become a grievance and be advanced to Step 2.

ii) In the event that the difference is of a general nature affecting two (2) or more employees, the Employer and the HSAA may agree that the grievances shall be batched and dealt with as a group grievance commencing at Step 1.

b) Step 1 – Manager of the Department, or Designate

For matters involving discipline, grievances will be submitted to the grievor's Department Manager and copied to the Human Resources Department within ten (10) days of the act causing the grievance, or within ten (10) days of the time that the grievor could reasonably have become aware that a violation of this Agreement had occurred. For all matters, the grievance will be submitted to the grievor's Department Manager and copied to the Human Resources Department within (10) days of the resolution discussion.

75.3 Grievances will indicate:

75.3.1 the nature of the grievance,

75.3.2 the clause or clauses claimed to have been violated,

75.3.3 and the redress sought.

75.4 Subject to attendee availability, within ten (10) days of receipt of the grievance, a meeting will be arranged between the Department Manager, the grievor, a Human Resource Department representative, and a Union representative. At this step of the grievance procedure, each party shall make reasonable attempts to resolve the grievance through discussion.

This clause may be waived by mutual agreement.

- 75.5** The decision of the Division Department Manager will be delivered in writing to the grievor and HSAA within ten (10) days of the meeting convened as described in Article 75.4. If Article 75.4 was waived by the parties, the Department Manager will deliver a decision in writing to the grievor and HSAA within ten (10) days of receipt of the waiver.

Step 2 – Senior Operating Officer

- 75.6** Within ten (10) days of receipt of the decision of the Department Manager the grievance may be advanced to Step 2 by submitting a copy of the original grievance with a letter indicating that the grievance has not been resolved to the Senior Operating Officer, and copied to the Human Resources Department.
- 75.7** Upon receipt of the Step 2 letter, a meeting will be arranged to allow the grievor to present her grievance to the Senior Operating Officer.
- 75.8** The Senior Operating Officer will deliver a decision in writing to the grievor and HSAA within ten (10) days of the date of the meeting.
- 75.9** If HSAA is not satisfied with the decision at Step 2, it may elect to submit the grievance to Arbitration under Article 78.

POLICY GRIEVANCES BY HSAA

- 75.10** Policy grievances will be submitted in writing to the Senior Operating Officer and copied to the Human Resources Department, and will indicate:
- 75.10.1 the nature of the grievance,
 - 75.10.2 the clause or clauses claimed to have been violated,
 - 75.10.3 and the redress sought.
- 75.11** The time limit for a policy grievance is twenty (20) days of the occurrence of the act causing the grievance or twenty (20) days from the time that HSAA could reasonably have become aware that a violation of the Agreement had occurred.
- 75.12** Upon receipt of a policy grievance by CLS, a meeting will be arranged to allow HSAA to present the grievance to the Senior Operating Officer.
- 75.13** The Senior Operating Officer will deliver a decision in writing to HSAA within seven (7) days of the date of the meeting.

75.14 If HSAA is not satisfied with the decision, it may elect to submit the grievance to Arbitration.

GENERAL RULES

75.15 Time spent at any grievance meeting by the grievor and any HSAA local unit representative who may attend the meeting with CLS will be considered working time.

75.16 An employee will be entitled to have an HSAA local unit representative or an HSAA Labour Relations officer present during any meeting pursuant to this grievance procedure.

75.17 A dismissal grievance will commence at Step 2.

75.18 The time limit for filing a dismissal grievance will be ten (10) days from the date of dismissal.

75.19 If an individual grievor or HSAA fails to meet any time limit in this grievance procedure, the grievance will be considered to be abandoned.

75.20 If CLS fails to meet any time limit set out in this grievance procedure, the grievance will automatically move to the next step or be advanced to Arbitration on the day following the expiry of the time limit.

75.21 All time limits may be extended by agreement between HSAA and CLS.

76.0 GRIEVANCE ARBITRATION

76.1 Within ten (10) days following receipt of notification pursuant to Article 75 or 76 that a grievance has been referred to an Arbitration Board, CLS will advise HSAA of its appointee to the Arbitration Board. The appointees will, within seven (7) days, endeavor to select a mutually acceptable chairman of the Arbitration Board. If they fail to agree, the Director of Mediation Services will be requested to appoint a Chairman, or a single Arbitrator, pursuant to the Act.

76.2 The Arbitration Board or the single Arbitrator will hold a hearing of the grievance to determine the difference and will render an award in writing as soon as possible after the hearing. The Chairman of the Arbitration Board will have authority to render an award with or without the concurrence of either of the other members. The award is final and binding upon the parties and upon any employee affected by it and is enforceable pursuant to the Act.

76.3 The award will be governed by the terms of this Collective Agreement and will not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator by way of an award, determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that to her seems just and reasonable in all circumstances.

76.4 Each of the parties will bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator will be borne equally by the parties.

76.5 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

77.0 EXPEDITED MEDIATION AND ARBITRATION

77.1 a) Upon mutual agreement between CLS and HSAA, a grievance set out in the list outlined in Article 77.2 may be referred to expedited arbitration in accordance with the procedures set out below.

b) Should either party withdraw their agreement to the clause 77.1 a), the matter may then be referred by to the Grievance Arbitration process as per Article 76.1.

77.2 Issues subject to expedited arbitration are:

77.2.1 dismissal; and

77.2.2 grievances related to the application of the Promotions, Transfers, and Vacancies article (Article 12) of the agreement; and

77.2.3 any entitlement under the agreement which is related to an ongoing financial liability of CLS or a potential loss due to delay; and

77.2.4 any other issue by agreement.

77.3 If the grievance is not settled within ten (10) days of receipt of CLS's decision at any step of the grievance, the matter may be referred to a Mediator for a final attempt at resolving the outstanding issues prior to arbitration.

77.4 It is understood that the mediator shall be selected from a list agreed upon by the parties.

77.5 At least ten (10) days prior to mediation, each party will provide to the other disclosure of all relevant documents each party seeks to rely upon in the mediation.

- 77.6** a) If the grievance is resolved by the mediation, resolution resulting from the mediation process will not have any precedential value and will not be referred to by either CLS or HSAA in respect of any other matter.
- b) If the grievance is not resolved by the mediation, the matter may be referred to a single arbitrator within thirty days of the last meeting with the mediator.
- 77.7** Subject to 77.6 b), CLS and HSAA will agree on an arbitrator who is available and capable of meeting with the parties within one (1) month of her appointment. CLS and HSAA may mutually agree to extend timelines for appointment of an arbitrator. Should the parties be unable to agree on an arbitrator, the Director of Mediation Services will be requested to appoint a Chairman, or a single Arbitrator, pursuant to the Act.
- 77.8** Written reasons for decision shall be issued only to the extent the arbitrator deems it necessary to convey the decision.
- 77.9** The arbitration awards resulting from the expedited arbitration process will be of no precedent value and will not be referred to by either CLS or HSAA in respect of any other matter.
- 77.10** All settlements of expedited arbitration cases prior to an arbitration hearing will be without prejudice.
- 77.11** All relevant provisions of the Grievance and Grievance Arbitration procedure will continue to apply to the expedited arbitration process, except as modified by this Article.
- 78.0** **NOT ALLOCATED**
- 79.0** **EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**
- 79.1** There will be an Employee - Management Advisory Committee ("EMAC") which will consist of at least one representative of HSAA and one representative of CLS.
- 79.2** The purpose of EMAC will be to discuss and make recommendations on issues of concern to the parties.
- 79.3** Meetings shall be scheduled by the EMAC representatives as need arises.
- 79.4** There will be no loss of income for time spent by employees at meetings and in carrying out the functions of EMAC.
- 79.5** An employee designated as the HSAA Representative on the EMAC shall be entitled to compensation as per Article 30 (Travel Expenses) of the Collective Agreement.

80.0 ENVIRONMENTAL HEALTH AND SAFETY

- 80.1** CLS and HSAA will cooperate to the fullest extent in the matter of environmental health, safety and accident prevention.
- 80.2** The Employer and Employees will take all reasonable steps to eliminate or minimize (via engineering, administrative controls and personal protective equipment) all workplace safety hazards as per Part 2 of the Alberta OHS Code.
- 80.3** CLS will establish Joint Health and Safety Committee ("JHSC") which will be composed of representatives of CLS and at least two (2) representatives of HSAA and may include representatives of other employee groups.
- 80.4** JHSC will meet at least ten (10) times during a calendar year.
- 80.5** There will be no loss of income for time spent by employees at meetings and in carrying out the functions of JHSC.
- 80.6** An employee designated as the HSAA Representative on the JHSC shall be entitled to compensation as per Article 30 (Travel Expenses) of the Collective Agreement.
- 80.7** The JHSC shall also consider measures necessary to protect the security of each employee on the Employer's premises and may make recommendations to the Employer in that regard.
- 80.8**
- a) If an issue arises regarding environmental health and safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the JHSC.
 - b) Should an issue not be resolved by the Committee, the issue shall be referred to the Senior Operating Officer. A resolution meeting between the Union and the Senior Operating Officer, or his or her designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the Senior Operating Officer. The Senior Operating Officer or designate(s) shall reply in writing to the Union within fourteen (14) calendar days of the resolution meeting.
 - c) Should the issue remain unresolved following the Senior Operating Officer's written response, the Union may request and shall have the right to present its recommendation(s) to the Chief Operating Officer (COO). The COO shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.
- 80.9** Where an employee is assigned to work alone, the employer shall have in place a policy and procedure to support a working alone safety plan..

- 80.10 a) Education, training and instruction applicable to an employee's position shall be provided to the employees, as required, at the applicable rate of pay to fulfill the requirements set out in the Occupational Health and Safety Act, Regulations or Code as amended from time to time.
- b) The Employer shall make training available to committee members.

81.0 CASUAL EMPLOYEES

81.1 Except as modified in the body of the agreement, all provisions of the Collective Agreement apply to casual employees, except casual employees are not entitled to the provisions provided in:

Article 10:	Probation
Article 11:	Seniority
Article 13:	Layoff/Severance
Article 14:	Recall
Article 15:	Technological Change
Article 17:	Resignation
Article 18:	Termination Entitlements
Article 24:	Work Schedules and Shifts
Article 25.7	Banked Overtime
Articles 52-55:	Sick Leave
Article 60:	Employee Benefit Plans
Articles 62-71:	Leaves of Absence

82.0 TEMPORARY EMPLOYEES

82.1 A temporary full-time or temporary part-time employee shall be covered by the terms and conditions of this Collective Agreement, applicable to full-time or part-time employees as the case may be.

82.2 At the time of hire, CLS will state in writing the expected term of employment including stated end date.

82.3 A temporary employee will not have the right to grieve the termination of her employment when she is no longer required in that position, or on completion of the expected term of the position.

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

83.0 CHANGE OF STATUS

- 83.1** A permanent employee may give CLS notice of a desire to decrease her regular hours of work on a permanent or temporary basis, at any time. If the decrease is on a temporary basis, the term will be subject to agreement between the employee and CLS.
- 83.2** CLS will attempt to accommodate the request, subject to operational requirements, by determining if any vacancies exist or are anticipated for the employee to transfer into.
- 83.3** If a suitable vacancy exists, CLS may transfer the employee into the vacant position without a posting under Article 24.
- 83.4** If no suitable vacancy exists, and CLS can accommodate a request for a reduction in hours, CLS will provide an indication of their intention for the hours vacated to HSAA as per Article 6.6, subject to approval of a waiver of posting by HSAA.

An Employment Change Form will be provided to the Employee verifying the new FTE and the effective date. CLS will also provide indication of the intention.

- 83.4.1 If newly funded additional regular full-time equivalents of less than or equal to zero point three (0.3) FTE become available in a given department, or if the number of hours of work vacated by an employee as a result to application of Article 83.1 is less than or equal to zero point three (0.3) FTE, or if an existing position of less than or equal to zero point three (0.3) FTE is vacated such additional hours may be offered in whole or in part to Regular Part-time Employees who are performing work in that immediate department of the same nature as the newly vacated hours, in order of seniority (with the exception of those serving the probationary period), or may be posted for the members of the bargaining unit.
- 83.4.2 If the number of hours vacated or available exceeds zero point three (0.3) FTE these shall be posted in accordance with Article 12 (Promotions, Transfers and Vacancies) of the Collective Agreement.
- 83.4.3 A Regular Part-time Employee can add to her regular hours of work only those hours of work from the vacated hours that can be accommodated in her schedule without violating the scheduling provisions of the Collective Agreement.
- 83.4.4 A Regular Part-time employee may become a Regular Full-time employee by application of this article of the Collective Agreement.
- 83.4.5 No Regular Part-time employees will be permitted to increase their regular hours while other employees are on layoff as long as the laid off employees are capable and qualified of performing the work required.

- 83.4.6 An employee may exercise her right to increase her regular hours of work through the operation of this article more than once in a calendar year up to the point of full-time equivalency.
- 83.4.7 Where any request to increase regular hours of work has been approved, the Employer will issue an Employment Change Form to the employee confirming the Employee's Change of Status.
- 83.4.8 Copies of all requests and responses to requests pursuant to this article of the Collective Agreement shall be provided to the Union within forty eight (48) hours of the date of receipt of the request or the date of issue of the response.
- 83.4.9 An employee whose hours of work are altered by the operation of this article shall not be required to serve a trial period.
- 83.4.10 Agreement to alter an employee's regular hours of work by operation of this article shall not be construed as a violation of Article 12, 13, 23 or 24 of this Collective Agreement.
- 83.4.11 This article shall be considered as a circumvention of Articles 12, 13, and 14 in circumstances where existing positions or hours of work of greater than zero point three (0.3) FTE have become vacant. In such circumstances the vacancy shall be filled in accordance with Article 12, 13, and 14 of the Collective Agreement and not by transferring an employee who has made a request under this article, to transfer into the vacancy.

83.5 When a full-time employee transfers to a part-time position:

- 83.5.1 arrangements must be made to carry vacation forward by mutual agreement, or to pay out all or a portion of the vacation bank by the effective date of the transfer; and
- 83.5.2 she will be provided with a copy of the Employment Change Form stating a specific number of hours per shift cycle as her regular hours of work ("Full-time equivalency" or "FTE"); and
- 83.5.3 any unused floater hours and STAT bank hours will be paid out; and
- 83.5.4 her sick leave bank earned as a full-time employee will remain unchanged on the effective date of the transfer, but her future sick leave earnings will be prorated under Article 52.2; and
- 83.5.5 she will be credited for all hours worked as a full-time employee since her last wage increment until the effective date of the transfer, towards the hours needed for her next increment under Article 33.2.

83.6 When a part-time employee transfers to a full-time position:

83.6.1 her sick leave bank earned as a part-time employee will remain on the effective date of the transfer, but will earn future sick leave earning as per Article 52.2.

83.7 A temporary or casual employee who transfers to regular full-time or regular part-time employment will be credited with the following entitlements earned during her period of employment, provided not more than six (6) months have elapsed since she last worked for CLS:

83.7.1 salary increments; and

83.7.2 vacation entitlement; and

83.7.3 seniority; and

83.7.4 a temporary employee will also be credited with sick leave earned and not taken during her period of temporary employment.

84.0 COPIES OF COLLECTIVE AGREEMENT

84.1 CLS will provide a copy of the Collective Agreement to each new employee upon appointment.

84.2 The Collective Agreement will be printed in pocket size form by HSAA, and the cost will be shared equally between the parties.

LETTER OF UNDERSTANDING #1

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: ROTATING EMPLOYEES

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

CLS and HSAA agree that "rotators" will:

1. be available to take shifts commencing at various hours of the working day in order to replace absent employees on short notice, and
2. may have to travel between the various CLS work locations during the course of a working day.

CLS and HSAA recognize that these requirements create inconveniences for rotators that do not fall on other CLS employees. Accordingly, CLS will compensate employees in rotator positions as follows:

1. rotators will receive one hundred and fifty dollars (\$150.00) per pay period. (This payment will not be provided when the employee is off work for any reason after missing two consecutive pay periods or longer.);
2. rotators who incur approved parking expenses while using their vehicles for CLS business will be reimbursed in accordance with CLS policy; and
3. rotators will be paid mileage between all CLS sites.

As there is a risk of rotators' having their motor vehicle insurance coverage denied when they are called upon to transport blood or other potentially hazardous samples in their personal vehicles on CLS business, CLS will indemnify and save harmless its rotators from any damages arising from such transportation of samples on behalf of CLS.

CLS and HSAA will review the levels of reimbursement set out in this Letter of Understanding on an annual basis, or at the request of either party, to ensure that the levels of reimbursement adequately reflect the costs of rotating.

FOR HSAA

FOR CLS

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #2

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: PAY RATE OF LINDA ANSELL

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

In the event that Ms. Ansell ceases to be employed by CLS in this position, this Letter of Understanding will become null and void.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #3

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: JOINT COMMITTEE

The Parties recognize the value of joint discussions on issues of mutual concern. Where it is the intent of the parties to create a CLS/HSAA forum for this purpose, the Parties agree as follows:

1. The Joint Committee will be comprised of CLS and HSAA Representatives.
2. The Parties will meet quarterly, or as otherwise mutually agreed.
3. The purpose of the Joint Committee will be to:
 - a) exchange information;
 - b) engage in discussions; and
 - c) make recommendations to their respective principals on matters discussed by the committee.
4. The Joint Committee shall establish Terms of Reference outlining the purpose of the Committee, its key functions, Committee membership, and the reporting relationships for each of the Parties. The committee shall determine the issues to be addressed.

The parties agree to meet within one hundred and twenty (120) days of ratification of the Collective Agreement to discuss topics, including but not limited to:

- Temporary assignment/responsibility pay
- Special leave considerations
- Administration of sick leave and Absenteeism Management Policy
- Benefit review
- In-services
- Flexibility in the workplace

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #4

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: PAY RATE OF DOROTHY CAMERON

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

In the event that Ms. Cameron ceases to be employed by CLS in this position, this Letter of Understanding will become null and void.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #5

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: FLEXIBLE SPENDING ACCOUNT

1. Establishment of Flexible Spending Account (FSA)

The Employer agrees to establish a FSA effective January 1, 2009. Such account replaces the current provisions of Article 60.14 (Health Spending Account) and Article 65.7 (Educational Leave/Professional Development) effective June 30, 2009.

2. Eligibility

- (a) A FSA shall be implemented for all employees eligible for benefits in accordance with Articles 60.1.1, 60.1.2 and 60.1.3.
- (b) A regular employee who is employed in more than one position with the Employer will receive one (1) FSA based upon the combined total of their full-time equivalencies (FTE's).

3. Calculation

The FSA will be calculated as follows:

- (a) one thousand two hundred and fifty dollars (\$1250) to be allocated to each eligible employee; plus
- (b) one thousand five hundred dollars (\$1500) to be allocated to each eligible full-time employee, prorated for each eligible part-time or temporary employee, based on their FTE as of November 1 (eligibility date) of each year.

4. Utilization

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;
 - (v) software or hardware.
- (b) Reimbursement for the cost of professional registration and 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 Articles 60.5.7 and 60.5.8 of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan administered by the Employer.
- (e) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.

5. Allocation

- (a) By December 1 (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 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 lay-off.
- (d) Employees who are on an approved leave of absence 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.

- (e) Reimbursement will be provided by the Employer upon submission of an original receipt.

6. 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 Association.
- (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 Association.
- (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.

- 7. An employee who terminates employment voluntarily and who, within six (6) months of termination commences employment with the same employer or with another employer signatory to this Collective Agreement, shall have her FSA maintained.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #6

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: SUPERNUMERARY POSITIONS

WHEREAS the parties agree that supernumerary positions are positions that are above the base-line staffing requirements in a functional work area. These positions are normally created in order to recruit recent graduates by providing them with future employment and professional experience in their discipline.

WHEREAS the parties agree that supernumerary employees can have benefits for both the Employer and employees, as follows:

- enables workforce planning;
- provides incentive for new graduates to work in Alberta;
- encourages existing employees to act as mentors to new graduates; and
- supports transition into the workplace for new graduates.

NOW THEREFORE, the parties agree as follows:

1. CLS may create and post supernumerary positions where there is a need to recruit and retain new graduates. Postings will indicate that the position is supernumerary.
2. The Employer will advise the Association in advance of their intention to create and post supernumerary positions.
3. The following principles will apply when the Employer implements supernumerary positions:
 - (a) Applications for supernumerary positions will be limited to new graduates. New graduates may include: recent graduates who have not worked for an employer, current employees training in a second discipline, or individuals who have completed a refresher program.

- (b) The Employer will specify on the job posting the maximum length of time that an employee can work in a supernumerary position. This period shall not exceed twelve (12) months;
- (c) All Collective Agreement provisions apply to employees in a supernumerary position, except that the supernumerary employee is required to achieve a regular position within the designated time frame. If such regular position is not achieved, the employee shall revert to casual status.
- (d) Supernumerary positions shall have full-time status, unless otherwise indicated by the Employer.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #7

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: JOB SHARING

The employee or Employer may request a “job share” arrangement. When a request for “job share” has been mutually agreed upon between the employees and the Employer, the terms and conditions shall be confirmed in a written agreement and signed by the Employer and the Association.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #8

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: MOBILE LABORATORY COMPENSATION

Whereas the Parties agree that the intention of this Letter of Understanding is to promote retention and recruitment of Mobile Laboratory employees; and

Whereas the Parties agree and recognize that Mobile Laboratory employees work alone throughout their shift and as a result are required to assess and respond to matters using independent judgment;

The Parties therefore agree to an adjustment in compensation for employees in Mobile Laboratory. Any employees working in Mobile Laboratory will receive an additional one dollar (\$1.00) per hour for all regular and overtime hours worked in a Mobile Laboratory capacity.

This Letter of Understanding will form a part of the Collective Agreement.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #9

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

**RE: PROFESSIONAL DEVELOPMENT AND
WELLNESS ACCOUNT FOR CASUAL EMPLOYEES**

In an effort to recognize CLS's casual staff, the Employer will provide professional development and wellness funds to eligible employees. Casual employees who accumulate a minimum of four hundred and sixty-five (465) hours worked per calendar year will receive four hundred dollars (\$400.00) per year for Professional Development and two hundred dollars (\$200.00) per year in a Wellness Account. Eligibility for each year will be based on the previous calendar year's hours worked and will be effective January 1 of the following year.

This Letter of Understanding shall expire upon ratification of a new Collective Agreement.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #10

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

**RE: PROFESSIONAL DEVELOPMENT AND
WELLNESS ACCOUNT FOR 0.1, 0.2 and 0.3 FTE EMPLOYEES**

In an effort to recognize all of CLS's staff, the Employer will provide professional development and wellness funds to eligible employees who are in 0.1, 0.2 or 0.3 FTE positions. These employees will receive \$400.00 per year for Professional Development and \$200.00 per year in a Wellness Account. Eligibility for each year will be based on the employee's FTE as of November 1 (eligibility date) of each year.

This Letter of Understanding shall expire upon ratification of a new Collective Agreement.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #11

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: ASHI CERTIFICATION

The parties acknowledge that there are employees working in the Tissue Typing Laboratory who acquire specialized training from the American Society of Histocompatibility and Immunogenetics (ASHI). CLS recognizes the benefit that successful completion of this additional training has in the performance of duties in the Tissue Typing Laboratory.

Where an employee successfully completes the ASHI certification program, and is currently entitled to utilize the designation Certified Histocompatibility Technologist (CHT) or Certified Histocompatibility Associate (CHA), CLS will provide a premium of fifty-nine (59) cents for all regular and overtime hours worked as a technologist in the Tissue Typing Department.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #12

BETWEEN

CLS

- AND -

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

RE: PART-TIME SEASONAL EMPLOYEES

WHEREAS the parties recognize that creation of seasonal part-time positions may support retention and recruitment of employees.

Therefore, the parties agree:

1. CLS will consider opportunities to compress a specified annual full-time equivalency (FTE) into smaller consecutive portions of a year (e.g., such employee could work a 0.5 FTE compressed into full-time hours over a six (6) month period). During the remaining months (e.g., the remaining six (6) months), the employee would be under no obligation and could not be compelled to accept any scheduled or unscheduled work with the Employer.
 - (a) The decision to consider part time seasonal work is at the sole discretion of the employer.
 - (b) Part-time seasonal work shall be a minimum .4 fte and not exceed a .8 fte and will have pre-determined commencement and end dates.
 - (c) Part-time seasonal work periods will be a maximum of one on-season work period combined with one off-season work period per twelve (12) month period (eg 6 months on, 6 months off; 5 months on, 7 months off).
 - (d) Seasonal employees may be offered direct reappointment into the position where the need for the position reoccurs in the next season/cycle.
2. The following provisions will apply to seasonal part-time employees:
 - (a) Employees in such positions shall be covered by the provisions applicable to part-time employees, except as provided otherwise below.

- (b) Employees may request that their current position be converted into a seasonal part-time position. The Employer shall approve or deny the request in writing. Where the application is denied, the employer will respond in writing and reasons shall be given.
- (c) The Employer may post a seasonal part-time position. The posting shall indicate the position's FTE, that the position is seasonal part-time and the seasonal commencement and end dates.
- (d) A seasonal part-time employee will be paid for actual hours worked.
- (e) Part time seasonal employees are subject to a special benefits class as designated by the insurer.
 - (i) Notwithstanding a seasonal part-time employee working full-time hours for a portion of a year, such employee's benefit coverage and premiums shall be pro-rated based on the employee's part-time FTE.
 - (ii) Employees shall make prior arrangements for the prepayment of the premiums for the applicable benefit plans for the period of time where the employee is not actively at work.
- (f) Such employee's vacation and sick leave accrual shall be based on her or his regular hours worked.
 - (i) Sick leave shall only be utilized during the compressed work period described above.
 - (ii) Vacation shall be paid out at the end of the compressed work period.
 - (iii) If in the event of special or unique circumstances vacation time is requested, these requests will be considered on a case by case basis.
- (g) Prior to an agreement being reached between the employer and an employee, a meeting will be held with HSAA in attendance to discuss the details of the arrangement.
- (h) Once an agreement is reached between the employer and an employee, the employee will be required to work their on-season hours before having the off-season hours away.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #13

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

**RE: GUIDELINES FOR DETERMINATION
OF REQUIREMENT TO PROVIDE AN AUTOMOBILE**

WHEREAS the parties agree that it is mutually beneficial to ensure a common approach and understanding for decisions with respect to the requirement to provide an automobile under Articles 30.2.2 and 30.4 of the Collective Agreement, the following guidelines have been established.

These guidelines do not amend or replace the provisions of Article 30.

Requirement to Provide an Automobile

- The Employer shall determine which employees are required to provide an automobile for business use in their employment. Requirement to provide a vehicle will be stated in the letter of hire. Should a position change, HSAA and CLS will agree to discuss the employee's requirement to provide an automobile.
- The determination is made by the manager in circumstances where an employee requires an automobile to perform the primary and integral responsibilities of her position.
- Employees who use an automobile to perform incidental or peripheral tasks, such as attending meetings, would not be deemed to be required to provide an automobile for use in their employment.
- Decisions on the determination of employees who are required to have an automobile for use in their employment must be made and communicated to all affected employees with ninety (90) days of ratification of the Collective Agreement.
- The Employer shall confirm in writing the requirement for an employee to provide an automobile based on these guidelines.
- The requirement to provide an automobile shall be included in future job postings and letters of hire.

- Employees will be provided with thirty (30) days' advance notice if the Employer makes a determination that the employee is no longer required to provide an automobile for business use.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #14

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: INTERNAL STAFF TRANSFERS

The parties acknowledge that staff members who are the successful candidate on a job competition should be released in a timely fashion to their new position. The parties agree to the following process regarding the internal transfers of staff:

1. When a competition closed and a successful candidate is selected, the hiring supervisor will contact the current supervisor before making a job offer.
2. The two supervisors will discuss a transfer date.
3. Wherever a possible transfer date occurs within six (6) weeks of the closing of the competition
4. If the transfer date is within six (6) weeks, the hiring supervisor will make the job offer.
5. If the transfer date is longer than six (6) weeks, no offer will be made at this time, until the hiring supervisor contacts their HR representative to discuss the rationale that prohibits a release.
6. The HR representative will contact HSAA to discuss the concerns as well as review potential options.
7. If there is a delay in a transferring employee commencing their new position for greater than six weeks, the 387 hour clock begins at the 6 week plus 1 day mark and those hours accumulated will apply towards their 387 QWL hours in accordance with Article 12.7.
8. HR and the hiring supervisor, in consultation with the current supervisor, will determine the appropriate plan of action and message and communicate with HSAA and the employee.

9. In order to ensure the transfer of employee(s) transpires as soon as possible, staffing alternatives such as the use of casuals, part-time employees, hiring of externals, and any other possible solutions will be taken in consideration.
10. With 6 weeks' notice, either party may withdraw from this agreement.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #15

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: FLEXIBILITY IN THE WORKPLACE

Where there is an expressed desire by an employee and the employer for flexibility in the workplace, the Employer and the Union shall discuss options, including but not limited to:

- Modified work agreements
- Part time seasonal arrangements
- Job share agreements
- Reductions in FTE (temporary or permanent)
- Alternative shift schedule

Any agreement formed under this Letter of Understanding may be terminated with a minimum of our (4) weeks written notice by the Employer or Union, this Letter of Understanding may be reviewed by the parties in twelve months from the date of signing, and may be amended, modified or altered, with mutual consent.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #16

BETWEEN

CALGARY LABORATORY SERVICES (CLS)

AND

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

RE: ONE TIME PAYMENT OF \$500.00

Regular and temporary full time employees employed with Calgary Laboratory services on May 29, 2012 shall receive a onetime payment of \$500.00. For part time and casual employees, this payment will be prorated based on hours paid at the basic rate of pay for the period from July 1, 2011 to June 30, 2012.

FOR CLS

FOR HSAA

DATE: _____

DATE: _____

WAGE APPENDIX

**Laboratory Technologist III
Cytogenetics Technologist II**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1-Jul-11	\$ 37.64	\$ 38.85	\$ 40.43	\$ 42.09	\$ 43.67	\$ 45.23	\$ 46.46	\$ 48.08
1-Jul-12	\$ 38.77	\$ 40.02	\$ 41.64	\$ 43.35	\$ 44.98	\$ 46.59	\$ 47.85	\$ 49.52
1-Jul-13	\$ 39.93	\$ 41.22	\$ 42.89	\$ 44.65	\$ 46.33	\$ 47.99	\$ 49.29	\$ 51.01

**Laboratory Technologist II
Pathology Technician II
Cytogenetics Technologist I**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1-Jul-11	\$ 34.52	\$ 35.64	\$ 37.10	\$ 38.64	\$ 40.05	\$ 41.51	\$ 42.62	\$ 44.10
1-Jul-12	\$ 35.56	\$ 36.71	\$ 38.21	\$ 39.80	\$ 41.25	\$ 42.76	\$ 43.90	\$ 45.42
1-Jul-13	\$ 36.63	\$ 37.81	\$ 39.36	\$ 40.99	\$ 42.49	\$ 44.04	\$ 45.22	\$ 46.78

**Laboratory Technologist I
Pathology Technician I
Lab Specialist I**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1-Jul-11	\$ 31.66	\$ 32.71	\$ 34.04	\$ 35.42	\$ 36.76	\$ 38.05	\$ 39.10	\$ 40.45
1-Jul-12	\$ 32.61	\$ 33.69	\$ 35.06	\$ 36.48	\$ 37.86	\$ 39.19	\$ 40.27	\$ 41.66
1-Jul-13	\$ 33.59	\$ 34.70	\$ 36.11	\$ 37.57	\$ 39.00	\$ 40.37	\$ 41.48	\$ 42.91

Laboratory Assistant II

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1-Jul-11	\$ 21.68	\$ 22.70	\$ 23.97	\$ 24.66	\$ 25.64	\$ 27.05	\$ 28.00
1-Jul-12	\$ 22.33	\$ 23.38	\$ 24.69	\$ 25.40	\$ 26.41	\$ 27.86	\$ 28.84
1-Jul-13	\$ 23.00	\$ 24.08	\$ 25.43	\$ 26.16	\$ 27.20	\$ 28.70	\$ 29.71

Laboratory Assistant I

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1-Jul-11	\$ 19.90	\$ 20.83	\$ 22.00	\$ 22.61	\$ 23.54	\$ 24.82	\$ 25.68
1-Jul-12	\$ 20.50	\$ 21.45	\$ 22.66	\$ 23.29	\$ 24.25	\$ 25.56	\$ 26.45
1-Jul-13	\$ 21.12	\$ 22.09	\$ 23.34	\$ 23.99	\$ 24.98	\$ 26.33	\$ 27.24

AGREED TO BY THE PARTIES ON THE DATES INDICATED BELOW

FOR CLS

FOR HSAA

Date: _____

Date: _____