

## **MEMORANDUM OF AGREEMENT #3 RELIEF EMPLOYEES**

### **Section 1 -Relief Employee Status**

**1.01 Relief assignments are periods of work not regularly scheduled and less than 39 weeks in duration. They include, but are not limited to, backfill for vacation, statutory holidays, sick leave, Short Term Illness, LTD, secondments, leaves of absence, hiring gaps, employee training, unpredictable or temporary requirements like jury or high-risk trials, increased short-term demand for service, or increased short-term client needs at residential facilities.**

**1.02 A relief employee is an employee who is not regularly scheduled by the Employer, but who works relief assignments on an as needed basis as operational requirements demand. A relief employee does not have a designation or guaranteed hours of work. A relief employee must work an average of 40% of full-time hours, as defined in this section, or meet the requirements of Article 11.18 in the Civil Service Master Agreement, in order to maintain bargaining unit status.**

**1.03 A relief employee progresses from casual relief status (which is not covered by the terms of the Master Agreement) to temporary relief status in the bargaining unit provided the employee has worked continuously for more than ten (10) consecutive weeks and for at least 40% of fulltime hours during each week, or has been so employed in the same department for a total of more than ten (10) weeks for at least 40% of full-time hours during each week, but less than thirty-nine (39) weeks in a fifty-two (52) week period. Temporary relief employees shall be paid the applicable Collective Agreement rate of pay plus eleven per cent (11%) biweekly in lieu of benefits. Temporary relief employees are also entitled to benefits in accordance with Article 11.06 of the Master Agreement.**

**1.04 A temporary relief employee progresses to term relief status provided the employee has worked for an average of at least 40% of full-time hours in each of nine (9) months in the previous twelve (12) month period. Term relief employees are entitled, where eligible, to the rights and benefits of the Collective Agreement pro-rated on the basis of hours worked as .per Section 3.09. Should an employee not work the required number of hours over this period to attain term relief status, the employee will maintain temporary relief status provided the employee was employed for more than ten (10) weeks in the same department at least 40% of full-time hours in each week, but less than thirty-nine (39) weeks in a fifty-two (52) week period. Should an employee not work the required number of hours to attain term relief status nor the required hours to maintain temporary relief status, the employee will revert to casual relief status.**

**1.05 After an employee progresses to term relief status in accordance with Section 1.04, the hours of a relief employee (whether term relief or permanent relief) will be reviewed at the end of each calendar year for the previous twelve (12) month period. This review will be conducted at each calendar year end for as long as the employee is a relief employee. At any review, should the employee's hours not average 40% of full-time hours, the employee will lose term**

status and benefits and will revert to either temporary relief status or casual relief status in accordance with this article.

1.06 A term relief employee progresses to permanent relief employee provided the employee has been continuously employed in a relief capacity for one hundred and four (1 04) weeks or more and works for at least an average of 40% of full-time hours as determined at the time of the last review period set out in Section 1.05. Permanent relief employees are entitled to the rights and benefits of the Collective Agreement pro-rated on the basis of hours worked as per Section 3.09.

1.07 For the purpose of earning an entitlement to a vacation increment or merit increment calendar time of employment will be applicable. Where an employee works less than 40% of full-time hours in a month this date will be adjusted by the number of months the employee did not work 40%.

1.08 When competing for vacancies, a successful Relief Employee will maintain his/her bargaining unit status, seniority and benefit level at the new workplace. The successful Relief Employee will be removed from his/her "Original Relief Roster" and will be merged into the "New Relief Roster" in accordance with his/her seniority.

1.9 Where a relief employee reverts to casual relief status in accordance with this article, the employee's previous service shall not be considered for the purpose of his/her ongoing relief status pursuant to this Agreement.

1.10 Where a relief employee is on an approved unpaid leave of absence, the leave period shall not count as time worked towards the employee's progression from temporary to term to permanent status nor shall the leave period be considered as time not worked for the purpose of the employee's progression from temporary to term to permanent status. In other words, such a leave results in no advantage or penalty regarding time worked.

1.11 Where a relief employee successfully competes for a temporary or term position in accordance with the Master Agreement, the employee may return to the roster after such position comes to an end and the months of service accumulated while in the temporary or term position will be considered in determining his/her relief status (temporary, term, permanent). When the relief employee returns to the roster, he/she will not have any assigned hours increased due to the temporary or term position which had been held by the employee.

1.12 In accordance with Article 13.02 in the Civil Service Master Agreement, Permanent Relief Employees are eligible to apply for an expression of interest within the same classification and same department.

***Additionally, subject to the below, when the Master Agreement is signed the parties will amend article 13.02 as follows:***

### **13.02 Expression of Interest**

**13.02 (e) Permanent Relief Employees are eligible to apply for an expression of interest within the same classification and same department.**

**\*Renumber remainder of 13.02.**

**The Employer is providing the Union notice that the agreement to extend the express of interest provisions in article 13.02 to permanent relief employees does not prevent the Employer from exercising its right to amend its position on the contents of the Express of Interest provision during the current negotiations of the Civil Service Master Agreement. Section 1.12 of this MOA shall remain in place unless negotiations of the Civil Service Master Agreement renders this language null and void.**

### **Section 2- Part-Time Employees**

2.01 Part-time employees are eligible for relief assignments in accordance with Section 3. Any relief hours worked over and above a part-time employee's designation will not increase the employee's current part-time designation.

### **Section 3 - Scheduling of Relief Employees Seniority Roster**

3.01 Relief assignments will be scheduled and/or offered to part-time employees and relief employees at each workplace according to a roster system based on seniority. A workplace for the purposes of a relief roster may include multiple locations in a geographic location as defined in 37.22.

3.02 Where two or more employees have the same seniority date, the employee with the greatest length of service shall be considered more senior for the purpose of scheduling and/or offering relief work assignments. Where two or more employees also have the same length of service, the employee with the earliest date of hire will be considered most senior. Where two or more employees also have the same date of hire, the employee who has worked the greatest number of hours between his/her date of hire or April 3, 2005, whichever is later, and the seniority date shall be considered more senior for the purpose of scheduling and/or offering relief work assignments.

3.03 There may be circumstances in particular workplaces where operational requirements will prevent the scheduling and/or offering of relief assignments in accordance with the seniority roster. Such circumstances include, but are not limited to, employee qualifications, gender specific requirements, client needs, secured care environments, training/orientation requirements, and proximity to the workplace in an emergency.

### **Distribution of Relief Assignments**

**3.04 Relief assignments will be scheduled and/or offered first to employees with a part-time designation, in order of seniority, such that employees are scheduled up to their part-time designation.**

**3.05 Employees who do not have a part-time designation will then be scheduled relief assignments (where the operational requirement is known prior to the time of scheduling) up to 40% of full-time hours on a bi-weekly period in accordance with the seniority roster. This process will continue until all employees on the roster have been scheduled to work at least 40% of full-time hours for the bi-weekly period, or until all available assignments have been scheduled. Part-time employees and relief employees must be available for such shifts; there is no option to decline scheduled relief shifts. Should a part-time or relief employee seek a leave from a scheduled shift, the usual protocols for the request and approval of leaves shall apply.**

**Should a relief employee seek a vacation leave prior to the bi-weekly scheduling of shifts the number of vacation hours they will be required to use shall be based on the average full-time equivalent hours worked over the previous year. Where the average is less than 100% of full-time hours the employee may request to use vacation leave up to 100% of full-time hours.**

**Where employees have not been scheduled up to their requested maximum full-time hours at the completion of the bi-weekly pay period they may request vacation up to their maximum full-time hours. Employees cannot request vacation for post scheduled shifts that were declined.**

**3.06 Any remaining relief assignments will be allocated to one employee at a time starting at the top of the seniority roster. Employees will be scheduled up to 100% of full-time hours on a bi-weekly period or to the employee's requested maximum.**

**Relief employees may request an adjustment to the employee's requested maximum full-time hours six (6) months following their previous requested adjustment. The request must be made in writing to the employee's immediate supervisor.**

**Casual relief employees may be offered relief assignments only after relief assignments have been scheduled and/or offered to bargaining unit employees in accordance with this section.**

**3.07 Relief assignments which become available after the schedule has been posted shall be offered to employees in the same manner as scheduled relief assignments. When relief assignments are offered following the posting of the schedule, employees are not required to accept such shifts, nor is the Employer required to provide any specified advance notice. Once the employee has accepted the relief assignment, however, the same requirements apply as if the assignment had been scheduled. Should an employee be consistently unavailable for relief assignments offered after the time of posting the schedule, the employee's name will be removed from the roster for the purpose of post-schedule relief assignments.**

3.08 Notwithstanding any other provisions of the Master Agreement, the Employer may cancel a relief shift, which had been previously scheduled either before or following the posting of the schedule, without advance notice to the employee as operational requirements demand. Where the employee is not notified by the Employer prior to reporting to the workplace, the employee will be guaranteed a minimum of four (4) hours of work for the shift.

3.09 Relief employees will receive benefits in accordance with their status (temporary, term, permanent) prorated on the basis of hours worked. Part-time employees who work beyond their designation will receive benefits for any additional relief assignments pro-rated on the basis of additional hours worked.

### **Temporary Vacancies**

3.10 In accordance with Article 11.05 of the Civil Service Master Agreement the seniority roster may be used to fill temporary vacancies of less than thirty-nine (39) weeks. As per the rotating seniority roster, the temporary vacancy may not be assigned to one employee, but rather may be scheduled and/or offered to several employees in accordance with Section 3.

## **Section 4 - Benefit Plans**

### **Medical/Dental Benefit Plan**

4.01 Term relief employees and permanent relief employees shall be eligible for medical/dental benefit plans provided they work a minimum of 40% of full-time hours as determined at the time of the last review period set out in Section 1. The same conditions shall apply to term and permanent relief employees, as apply to other employees who are eligible for participation in the plan. Where a term relief employee or a permanent relief employee is not required to work during any given pay period, benefit premium arrears will accumulate and be deducted from the employee's next biweekly pay.

The premium for the medical/dental benefit plans is cost shared, 65% to be paid by the Employer and 35% to be paid by the employee.

### **Long Term Disability**

4.02 The Employer and the Union, as co-sponsors of the LTD plan, agree to amend the plan to include coverage for term relief employees and permanent relief employees as defined in this Agreement.

**Group Life Insurance**

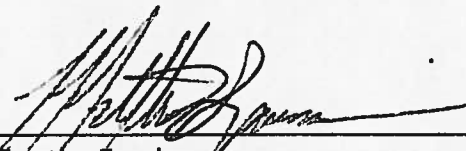
4.03 Term relief employees and permanent relief employees shall participate in a flat rate group life insurance benefit to be cost shared 50/50 with the Employer which will provide annual life insurance coverage of \$60,000.

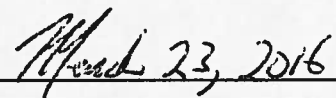
**Pension Plan**

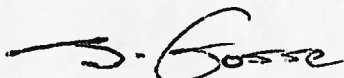
4.04 Term relief employees and permanent relief employees shall be covered by the provisions of the Public Service Superannuation Act, as amended from time to time.

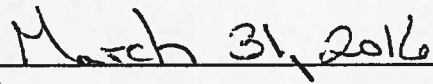
This Agreement shall be in effect on Sunday May 1, 2016.

***The parties also agree that this Agreement shall be incorporated into the Civil Service Master Agreement as a Memorandum of Agreement #3.***

  
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For the Employer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
Date