

Covenant
Care



Collective Agreement

between

Alberta Union of Provincial Employees

-and-

**Covenant Care
St Marguerite Manor**

Expires December 22, 2018

TABLE OF CONTENTS (NUMERICAL)

<u>Article No.</u>		<u>Page No.</u>
	Purpose and Preamble	1
1	Term of Collective Agreement.....	2
2	Definitions and Application.....	3
3	Recognition of the Union.....	5
4	Union Membership and Dues Deduction	7
5	Management Rights.....	8
6	No Discrimination / Harassment	8
7	In-Service Education, Employee Professional Development and Orientation.....	9
8	Probationary Period	11
9	Seniority	12
10	Performance Appraisals and Personnel Files	13
11	Appointments, Promotions and Transfers.....	14
12	Hours of Work.....	15
13	Overtime	18
14	Payment of Wages	19
15	Other Compensation	22
16	Staffing Agencies	23
17	Shift Premium	23
18	Weekend Premium.....	24
19	Named Holidays.....	24
20	Vacation.....	26
21	Employee Benefit Plans	27
22	Sick Leave	30
23	Call Back.....	33
24	Workers' Compensation	33
25	Leave of Absence	35
26	Layoff and Recall	39
27	Discipline and Dismissal	44
28	Bulletin Board Space	45
29	Occupational Health and Safety (OHS) Committee	46
30	Professional Fees	47

31	Copies of the Collective Agreement	47
32	Grievance Procedure	47
33	Employee Management Advisory Committee	51
34	Extended Hours of Work	52
35	Temporary and Casual Employees	56
36	Resignation / Termination of Employment	57
37	Employment Insurance Premium Reductions	57
38	Union Stewards	57
39	Uniforms and Protective Apparel	58
40	Lockers	58
41	Handling Cash Receipts and Disbursements	59
	Appendix A - Wage Grid	60
	Appendix B: Bargaining Unit Exclusions	63
	Letter of Understanding #1 – Re: Employment in Multiple Positions	64
	Letter of Understanding #2 – Re: Mutual Agreement to Adjust FTE’s	66
	Letter of Understanding #3 – Re: Seniority Tiebreakers	68
	Letter of Understanding #4 – Re: Existing Shift Schedules / Master Work Rotation	69
	Letter of Understanding #5 – Re: Leave of Absence Under Employment Standards Code	70

TABLE OF CONTENTS (ALPHABETICAL)

<u>Article No.</u>	<u>Page No.</u>
Appendix A - Wage Grid	60
Appendix B: Bargaining Unit Exclusions.....	63
11 Appointments, Promotions and Transfers.....	14
28 Bulletin Board Space	45
23 Call Back.....	33
31 Copies of the Collective Agreement	47
2 Definitions and Application.....	3
27 Discipline and Dismissal	44
21 Employee Benefit Plans	27
33 Employee Management Advisory Committee.....	51
37 Employment Insurance Premium Reductions	57
34 Extended Hours of Work.....	52
32 Grievance Procedure	47
41 Handling Cash Receipts and Disbursements	59
12 Hours of Work.....	15
7 In-Service Education, Employee Professional Development and Orientation.....	9
26 Layoff and Recall	39
25 Leave of Absence	35
Letter of Understanding #1 – Re: Employment in Multiple Positions.....	64
Letter of Understanding #2 – Re: Mutual Agreement to Adjust FTE's	66
Letter of Understanding #3 – Re: Seniority Tiebreakers	68
Letter of Understanding #4 – Re: Existing Shift Schedules / Master Work Rotation	69
Letter of Understanding #5 – Re: Leave of Absence Under Employment Standards	
Code	70
40 Lockers	58
5 Management Rights.....	8
19 Named Holidays.....	24
6 No Discrimination / Harassment	8
29 Occupational Health and Safety (OHS) Committee	46
15 Other Compensation	22
13 Overtime	18

14	Payment of Wages	19
10	Performance Appraisals and Personnel Files	13
8	Probationary Period	11
30	Professional Fees	47
	Purpose and Preamble	1
3	Recognition of the Union	5
36	Resignation / Termination of Employment	57
9	Seniority	12
17	Shift Premium	23
22	Sick Leave	30
16	Staffing Agencies	23
35	Temporary and Casual Employees	56
1	Term of Collective Agreement.....	2
39	Uniforms and Protective Apparel	58
4	Union Membership and Dues Deduction	7
38	Union Stewards.....	57
20	Vacation.....	26
18	Weekend Premium	24
24	Workers' Compensation	33

PURPOSE AND PREAMBLE

WHEREAS the Parties agree the primary purpose and concern of the Employer is to be of service to the community in providing quality resident care in accordance with the Vision, Mission and Values of Covenant Care; and

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from December 23, 2015 up to and including December 22, 2018 and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party to the other Party not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 (a) In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- (b) In the event any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- (c) Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 1.04 The parties agree that portions of the collective agreement interchange from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement as a result of this change.
- 1.05 In the event that there is a conflict between the contents of this agreement and any rule or order made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said rule or order.
- 1.06 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the ratification of Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

- 1.07 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, or by facsimile addressed in the case of the Employer to:

Covenant Care
President
9040- 84 Avenue
Edmonton AB, T6C 1E4

FACSIMILE # - 587- 498- 9506

and in the case of the Union to:

The President
Alberta Union of Provincial Employees
10451 – 170 Street, NW
Edmonton AB, T6K 4B2

FACSIMILE # - 780- 930- 3312

ARTICLE 2

DEFINITIONS

- 2.01 An "Employee" is an employee of the Employer covered by this Collective Agreement.
- 2.02 "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of a continuing nature.
- 2.03 "Full-time Employee" shall mean an Employee who is scheduled to work the full specified hours in Article 12 Hours of Work of this Agreement.
- 2.04 "Part-time Employee" shall mean an Employee who is regularly scheduled for less than the normal hours specified in Article 12 Hours of Work of this Agreement. A Part-time Employee will work a minimum of five (5) hours per shift, except as specified in this Agreement.
- 2.05 "Casual Employee" is one who is:
- (a) hired to work on an on call basis, or is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (b) relieves for absences the duration of which is three (3) months or less.
- 2.06 "Temporary Employee" is one who is hired for a period of more than three (3) months but less than twelve (12) months for a specific job. The term of employment of such Temporary Employee may be extended by mutual agreement in writing between the Employer and the Union. The Employer may terminate the temporary position at any time by providing fourteen (14) days written notice to the Employee.
- 2.07 "Vacation" shall mean annual vacation with pay.

- 2.08 "Vacation Year" shall mean the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following calendar year.
- 2.09 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
- 2.10 "Basic Rate of Pay" shall mean the applicable step in the Employee's classification as set out in the Wage Grid, exclusive of any premium payments or allowances.
- 2.11 "Employer" shall mean Covenant Care operating the St Marguerite Manor with two (2) programs including supportive living and Dulcina Hospice.
- 2.12 "Continuous Service" shall mean the period of employment commencing on the latest date of employment for an Employee within the bargaining unit that is not interrupted by termination or dismissal.
- 2.13 "Pyramiding" shall be defined as the payment of two (2) or more premiums under different provisions of this Agreement for the same hours worked.
- 2.14 "Bargaining unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.15 "Local" means a Local of AUPE
- 2.16 "Code" means the *Labour Relations Code*, as amended from time-to-time.
- 2.17 "Employee status" shall mean the Full-time, Part-time, Temporary or Casual capacity that an Employee is employed in.
- 2.18 "Position" means: the Employee status; the classification; and the full- time Equivalency (FTE).
- 2.19 "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment.
- 2.20 "FTE" means Full-Time equivalent.
- 2.21 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.22 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.23 "Union Steward" shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 2.24 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.25 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Saturday and ends on Friday.

- 2.26 The masculine, the feminine or both shall mean and include all gender, gender identity and gender expression and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.27 "Program" means the delivery of continuing care dependent on a group of health care professionals who systematically provide personal and population based preventative, curative, rehabilitative and or palliative care services with the current programs being supportive living and hospice care.
- 2.28 (a) "Registered Nurse" (RN) means a person who is registered as a registered nurse and who holds a current practice permit pursuant to the *Health Professions Act and Regulations*.
- (b) "Licensed Practical Nurse" (LPN) means a person who is registered as a licensed nurse and who holds a current practice permit pursuant to the *Health Professions Act and Regulations*.
- (c) "Health Care Aide" (HCA) is an Employee who has successfully completed and holds a recognized certificate as a Health Care Aide or equivalent. Only Employees holding a recognized certification or deemed competent as a Health Care Aide shall be employed as a Health Care Aide.
- 2.29 "Shift schedule" is the regularly scheduled hours of work for each employee and which is posted every four (4) weeks.
- 2.30 "Master rotation" is the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeat themselves during a six (6) week period.

ARTICLE 3

RECOGNITION

- 3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Collective Agreement.

- 3.03 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of Human Resources or her designate.
- (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- (d) An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin or button shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.
- 3.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or when a regular Employee is not available or for the purposes of training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any regular Employee.
- It is understood that the excluded personnel has the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling shifts if no regular employee is available.
- 3.05 The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification, but shall not include the Site Leader or any other position listed in Appendix B.
- Notice of Contracting, Sub-contracting or Outsourcing
- 3.06 The Employer shall notify the Union ninety (90) calendar days in advance of any transfer, assignment, sub-contract or outsource of any work or functions performed by Employees covered by this Collective Agreement.
- The Employer shall consult with the Union within thirty (30) calendar days of the initial notice to the Union to discuss any and all options in an effort to mitigate the impacts and consequences upon each employee.
- Employment of Students
- 3.07 This collective agreement shall not apply to students employed by the Employer through a work practicum, work placement, cooperative experience program or special federal or provincial funded program(s). Students shall not displace Regular, Temporary or Casual Employees and the employment of students shall not result in the position abolishment or layoff of any Employee.
- 3.08 It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employer of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union.
- 4.03 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union. The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union and membership in the Union shall continue to be voluntary.
- 4.04 Consistent with the payroll system of the Employer, the Union will advise the Employer of the amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a list specifying the following:
- (a) the Employee's name;
 - (b) mailing address;
 - (c) classification;
 - (d) site(s);
 - (e) Employee status; (Regular Full-time, Part-time, Temporary, Casual);
 - (f) Basic Rate of Pay;
 - (g) the amount of deduction for each Employee;
 - (h) the Employee's gross pay;
 - (i) personal phone number;
 - (j) Employee number;
 - (k) starting date;
 - (l) Employees on long term absence status where applicable. Long term absence shall mean any absence in excess of six (6) months; and
 - (m) unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire.
- 4.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.

- 4.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The Employer retains all rights not otherwise abrogated or restricted in this Collective Agreement.
- 5.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) 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;
 - (c) hire, promote, transfer, layoff and recall Employees;
 - (d) demote, discipline, suspend or discharge for just cause.

ARTICLE 6:

NO DISCRIMINATION / HARASSMENT

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, national origin, ancestry, political or religious belief, gender, gender identification, gender expression, marital status, sexual orientation, place of origin, source of income, family status, physical or mental disability;
- Nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.02 Subject to the duty of accommodation to the point of undue hardship, clause 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.
- 6.03 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, abuse and discrimination, and support a policy of zero tolerance for violence in the workplace. The Employer shall have a Harassment Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.
- 6.04 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy in an objective, timely and sensitive manner.

- 6.05 The Manager, in consultation with the Human Resource representative, shall ensure that the complainant and respondent are informed in writing of the outcome of the harassment or discrimination investigation.
- 6.06 The Union and the Employer recognize the right of the Employees to work in a safe and secure environment, and support a policy of addressing 'working alone' in the workplace. The Employer shall have a Safe Working Alone Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.
- 6.07 The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall only speak the English language in the workplace, except in the staff room or outside the building during rest breaks, meal breaks and other unpaid time, where Employees may speak any language, or as otherwise required for the care of the resident.

ARTICLE 7

IN-SERVICE EDUCATION, EMPLOYEE PROFESSIONAL DEVELOPMENT AND ORIENTATION

- 7.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.
- 7.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory for identified Employee groups and shall be provided to Employees on an annual basis:
- (a) Cardio- Pulmonary Resuscitation (CPR) including defibrillation;
 - (b) Emergency preparedness including fire, evacuation and disaster procedures;
 - (c) prevention and management of staff abuse including management of responsive behavior and / or non-violent crisis intervention;
 - (d) Occupational Health & Safety matters and prevention of personal injury including musculoskeletal injury arising from repetitive movements or strains including proper lifting and prevention of back injuries;
 - (e) Person Centered Care;
 - (f) Managing Responsive Behaviour;
 - (g) Infection Prevention &Control;**
 - (h) Pandemic Preparedness;
 - (i) Dementia Care;

- (j) Risk Management;
- (k) Fall Prevention;
- (l) End of Life Care;
- (m) *It's Your Move*;
- (n) Least Restraint Policy;
- (o) Safe Water Temperature;
- (p) Basic Nail Care;
- (q) Cytotoxic Medication Safety;
- (r) Supportive Living Philosophy;
- (s) Medication Safety;
- (t) Documentation;
- (u) Occupational Health & Safety (OH&S);
- (v) Privacy (*FOIP, HIA*);
- (w) Workplace Hazardous Materials Information System (WHIMIS);
- (x) First Aid;
- (y) Food Safety and Dining Room Safety; and
- (z) other education programs, as deemed appropriate by the Employer for the purpose of maintaining competency.

Employees who, with prior approval of their supervisor, attend in-service programs, which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.

7.03 An Employee who is required by the Employer to attend in-service programs shall be entitled to required course materials and registration fees.

An Employee who is required by the Employer to attend in-service programs or staff meetings off site will be paid transportation costs in accordance with the Employer's Transportation policy.

7.04 PROFESSIONAL DEVELOPMENT

All Regular Employees, who have completed their probationary period, shall be granted professional development days at their Basic Rate of Pay as follows:

- (a) up to two (2) days for Recreation Activity Assistants, Hospice Administrative Assistants, Reception Assistants, Health Care Aides and Maintenance Workers;
- (b) up to four (4) days for Licensed Practical Nurses;
- (c) up to three (3) days for Registered Nurses;

each calendar year for professional development related to skills required for the care of residents in supportive living and hospice care

Professional development leave is subject to operational requirements. Employees shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

Professional development leave entitlement not taken in a calendar year shall be forfeited and will not be paid out.

ORIENTATION

- 7.05 The Employer shall provide a paid orientation for all Employees, including:
- (a) orientation for at least two (2) shift pattern (days, and / or evenings, and/or nights) that the Employer assigns the Employee to work; and
 - (b) an orientation to the site and/or Employer organization; as determined by the Employer.
 - (c) The Employee's first (1st) four (4) shifts of resident care shall be under guidance.
- 7.06 Additional orientation requested by an Employee will not be unreasonably denied.
- 7.07 An Employee, absent for six (6) months or transferred to a new program, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.
- 7.08 A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

ARTICLE 8

PROBATIONARY PERIOD

- 8.01
- (a) An Employee shall serve a single probationary period of five hundred three and three-quarter (503 ¾) hours worked, exclusive of training, or six (6) months, whichever comes first, for each period of continuous employment not interrupted by termination or dismissal.
 - (b) The probationary period may be extended for a period up to an additional five hundred and three and three-quarter (503¾) hours worked, by consent of the Union.
 - (c) During the probationary period, (including an extended probation period) the Employee may be terminated for any reason, without notice or pay in lieu of notice, except as may be provided by the provisions of the *Alberta Employment Standards Code*.
 - (d) The Employer shall provide a reason for the termination to the Employee, and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement with respect to termination.

- 8.02 Notwithstanding Article 10 Performance Appraisals and Personnel Files, the Employer shall provide a performance review of each probationary Employee at least once during her probationary period.

ARTICLE 9

SENIORITY

- 9.01 (a) An Employee's "seniority date" shall be the date on which a Regular or Temporary Employee's continuous service commenced within the bargaining unit (including all continuous service prior to certification), including all periods of continuous service as a Casual, Temporary or Regular Employee.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01(a).
- 9.02 Seniority shall be considered in determining:
- (a) the selection of available Shift Schedules by Employees when a new Master Rotation that does not change or does change an Employee's FTE is implemented by the Employer;
- (b) the distribution of 'extra shifts' meaning 'pick up shifts' by program subject to the provisions of Article 12 Hours of Work and Article 25 Leaves of Absence;
- (c) preference of vacation time subject to the provisions in Article 20 Vacation by program.
- (d) layoffs and recalls, subject to the provisions specified in Article 26 Layoff and Recall; and
- (e) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11 Appointments, Promotions and Transfers.
- 9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee; or
- (b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall, as provided in Article 26.
- 9.04 (a) The Employer will maintain a bargaining unit-wide seniority list;
- (b) Seniority lists will be updated and posted not less frequently than every six (6) months following the first (1st) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire.

- (c) A copy of the seniority lists will be provided to the Union following posting. The Union will have three (3) months in which to take issue with the seniority lists, otherwise, the seniority lists will be deemed to be correct.
- (d) Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01 will apply, based on the Employer's available records.

ARTICLE 10

PERFORMANCE APPRAISALS AND PERSONNEL FILES

- 10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.
- 10.02
 - (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.
 - (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.
- 10.03 **PERSONNEL FILES**
 - (a) By appointment made at least forty-eight (48) hours in advance, an Employee may view her personnel file at her work site. An Employee may be accompanied by a Union Representative when viewing her personnel file.
 - (b) An Employee shall be given a copy of the contents of her personnel file upon request, provided that she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.
- 10.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, the Human Rights Commission or as required by law, without the written consent of the Employee.

ARTICLE 11

APPOINTMENTS, PROMOTIONS AND TRANSFERS

- 11.01 (a) The Employer shall post at the site on bulletin boards, accessible to all staff, notices of vacant positions within the bargaining unit not less than

seven (7) calendar days in advance of making an appointment. A copy of all postings shall be forwarded to the Union. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement, where the Employer has made arrangements for on-line access to postings.

- (b) The posting shall contain the following information:
- (i) qualifications required;
 - (ii) employment status;
 - (iii) program;
 - (iv) unit or floor;
 - (iv) classification;
 - (v) range of rate of pay;
 - (vi) if a temporary position, the anticipated duration of such position;
 - (vii) FTE;
 - (viii) And a notice of vacancy shall specify the number of hours per shift, shifts per shift cycle and the current shift pattern for the position.

11.02 Applications for vacancies or transfers, shall be made in accordance with the Employer's process.

11.03 When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in Article 11, the appointment shall be made on a casual basis only.

11.04 When making transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.

11.05 All applicants who are interviewed for a posted transfer and / or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment.

The Union shall be advised of the successful candidate.

The Employer shall confirm in writing to the Employee at the time of the hire or transfer, the classification and rate of pay for the position she is filling.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

The name of the successful applicant for each posting will be posted on the bulletin boards.

11.06 An Employee who is transferred before completing her probationary period shall complete the initial probationary period in the new position.

11.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected by the Parties statutory

obligation to accommodate placement.

- 11.08 A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 12

HOURS OF WORK

- 12.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (a) In the case of Licensed Practical Nurses (LPN), Registered Nurses (RN), Recreation Activity Assistants, Hospice Administrative Assistants, Reception Assistants and Maintenance Workers up to seven point seven five (7.75) hours per day. A full-time position (1.00 FTE) shall be seventy seven point five (77.5) hours over a two (2) week rotation; and
 - (b) In the case of Health Care Aides (HCA), up to seven point five (7.5) hours per day. A full-time position (1.00 FTE) shall be seventy five (75) hours over a two (2) week rotation.

- 12.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either
 - (i) two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven point five (7.5), or seven point seven five (7.75); and
 - (ii) one (1) unpaid rest period of thirty (30) minutes during each full working shift of seven point five (7.5), or seven point seven five (7.75).
 - (b) include, as scheduled by the Employer, one (1) paid rest period of fifteen(15) minutes during each partial shift of three point seven five (3.75) or three point eight seven (3.87) hours.
 - (c) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 12.03
- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.
 - (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at one point five (1.5X) times her Basic Rate of Pay; except for RNs who will be paid at two (2X) her Basic Rate of Pay; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.03(a), at one point five (1.5X) times her Basic Rate of Pay; except for RNs who will be paid at two (2X) times her Basic Rate of Pay.
- 12.04 Hours of work include day, evening, night and weekend shifts. Work schedules will vary according to rotation. A rotation is a defined period of not greater than six (6) weeks, as specified by the Employer.
- (a) Should the Employer determine the need to change the length, times or FTE of the rotation, twelve (12) weeks' notice shall be provided. The new rotation shall be posted during this twelve weeks.
 - (b) The new master rotation line selection will also occur during this same twelve (12) weeks on the basis of seniority.

- 12.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen and one-half (15 ½) hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest per week averaged over a shift schedule;
 - (iii) days of rest on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five point five (55.5) hours off duty;
 - (iv) an Employee will not be scheduled to work more than six (6) consecutive shifts.
- (b) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.
- 12.06 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12.04.
- (b) The shift patterns which may be available are:
- (i) permanent evenings;
 - (ii) permanent nights;
 - (iii) permanent days.
- (c) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- 12.07 (a) Shift schedules shall be posted or available not less than twenty-eight (28) calendar days in advance.
- (b) When the Employer requires a change in the scheduled days of work with less than fourteen (14) calendar days' notice, the Employee shall be paid at two (2X) times for all hours worked on the first shift of the changed schedule.
- 12.08 TRADING SHIFTS
- (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
- (c) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement and shall not result in additional costs for the Employer.

- 12.09 When an Employee reports for work as assigned, and is directed by the Employer to leave, she shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at her Basic Rate of Pay.
- 12.10 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 12.11 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12.12 Part-time Employees may pick up extra shifts in addition to their regularly scheduled shifts up to the full time equivalent for their classification.
- (a) A Part-time Employee may submit in writing her willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing, for additional shifts with the consent of the Part-time Employee. Where there are available additional shifts the Employer shall distribute the additional shifts to Part-time Employees first in accordance with Clause 12.12(b).
 - (b)
 - (i) Opportunity to work additional hours of work shall be made available to Part-time Employees who are senior, available and have requested additional hours of work; and
 - (ii) then to Casual Employees on a fair rotational basis.
 - (c) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.
 - (d) Extra shifts picked up by the Employees shall not be deemed a violation of the scheduling provisions of this Article.
- 12.13 This Article applies to Casual Employees except Clause 12.05, 12.06, 12.07 and 12.08.

ARTICLE 13

OVERTIME

- 13.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of:
- (i) seven and three-quarter (7¾) hours per day for Licensed Practical Nurses, Reception Assistants, Registered Nurses, Hospice Administrative Assistants, Recreation Activity Assistants or Maintenance Workers;
 - (ii) seven and a half (7½) hours per day for Health Care Aides.

- (b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 13.02 The overtime rate of one and a half (1.5X) times the Basic Rate of Pay shall be paid for all overtime worked except:
For registered nurses, the overtime rate of two (2X) times the Basic Rate of Pay shall be paid for all overtime worked.
- 13.03 Where an Employee works overtime on a Named Holiday it shall be at a rate of two (2X) times the Basic Rate of Pay for overtime hours worked and clauses 19.02 and 19.03 shall not apply.
- 13.04 Overtime may be not be banked and shall be paid out in each pay period when earned.
- 13.05 In the event an Employee works a double shift, the Employee shall be provided with a meal allowance during the second (2nd) shift at no cost. Such meal allowance will not exceed twenty (\$20) dollars and will be paid upon presentation of receipt for meal purchase.

ARTICLE 14

PAYMENT OF WAGES

- 14.01 (a) The Basic Rates of Pay as set out in the Wage Grid shall be applicable to all Employees covered by this Collective Agreement.
- (b) Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.
- (c) The Employer shall, on every payday, provide to each employee a statement of wages of her pay period stating:
 - (i) the hours worked;
 - (ii) the Employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;
 - (iii) the hours worked by the Employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;
 - (iv) any qualification differential, premium, allowance or other payment to which the Employee is entitled;
 - (v) the amount of each deduction from the earnings of the Employee and the purpose of each deduction;
 - (vi) the amount being received by the Employee;
 - (vii) sick leave credits used within the pay period and accumulated balance;
 - (viii) other leave hours used within the pay period and accumulated balance;

- (ix) vacation hours taken within the pay period and accumulated balance.
 - (d) The statement shall be written except where an Employer opts to provide the statement of wages to Employees through electronic means rather than through a paper copy.
Where the Employer provides such statements electronically, it will provide information to Employees on how to access their information.
 - (e) Employees who are away from the worksite for two (2) or more consecutive pay periods may request a paper statement of wages.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following the equivalent of one year of full-time service. This increment will be processed:
- (a) In the case of Recreation Activity Assistants, Maintenance Workers, Hospice Administrative Assistants, Reception Assistants, Registered Nurses and Licensed Practical Nurses after two thousand twenty-two point seven five (2,022.75) accrued hours paid at the Basic Rate of Pay; and
 - (b) In the case of Health Care Aides, after one thousand nine hundred, fifty-seven point five (1,957.50) accrued hours paid at the Basic Rate of Pay.
- 14.03 When an Employee is transferred to a classification with a higher rate of pay, she shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, she shall be advanced to the next higher increment for the higher classification.
- 14.04
- (a) When an Employee voluntarily transfers to a classification with a lower rate of pay; her salary shall be adjusted immediately to the pay step in the lower pay range that recognizes her previous experience in accordance with Clause 14.05.
 - (b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of her own, shall continue to receive her previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than her previous Basic Rate of Pay, or for a period of eighteen (18) months, whichever is earlier, at which time she will then receive the Basic Rate of Pay for the classification to which the position is allocated.
- 14.05 **RECOGNITION OF PREVIOUS EXPERIENCE**
- When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted retroactive to the date the Employee provided proof of previous experience, as follows:
- (a) Experience prior to a three (3) year lapse will not be recognized.

- (b) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the wage grid.
- (c) The Employer may recognize experience if more than a three (3) years lapse has occurred and the Employee has fulfilled the licensing requirements of the *CARNA* or *CLPNA*.

14.06

NEW CLASSIFICATIONS

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a classification and a proposed rate of pay and give written notice of same to the Union along with the classification specifications.
- (b) If the Union does not agree with the proposed rate of pay, representatives of the Employer and the Union, shall, 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 rate of pay for the new classification.
- (c) Should the Parties, through discussion and negotiation, agree in regard to a rate of pay for the new classification the rate of pay shall be retroactive to the date the new classification was implemented.
- (d) Should the Parties not be able to agree to a rate of pay the Union may, within forty-five (45) days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in the negotiations, shall be implemented.

14.07

Should the Employer issue an Employee an overpayment of wages and / or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten (10%) percent of the Employee's gross earnings per pay period.

ARTICLE 15

OTHER COMPENSATION

15.01 TEMPORARY ASSIGNMENT PAY

When an Employee is assigned by their immediate supervisor to replace another Employee in a higher paid classification within this Collective Agreement for a full or partial shift or longer, she shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing she is qualified to perform the substantive duties of the higher paid classification.

When an Employee is required temporarily to perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.

PRECEPTOR PAY

- 15.02 (a) A Registered Nurse or Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Registered Nurse or Licensed Practical Nurse program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Preceptor" shall mean a Registered Nurse or Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Registered Nurse or Licensed Practical Nurse program.

PRACTICUM PAY

- 15.03 (a) An Employee assigned by the Employer to act as a Mentor (Preceptor) for students in the practicum program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Mentor" shall mean an Employee who is assigned to supervise, or educate or evaluate students in the practicum program.

15.04 IN- CHARGE PAY/ RESPONSIBILITY PAY

The In Charge Pay Premium will be applicable to an Employee who is employed as and working in her professional capacity as a Registered Nurse or Licensed Practical Nurse and who has been assigned by an Exempt Manager of the Employer to perform the functional In-Charge Responsibilities.

- (a) In recognition of this assigned In Charge/ Responsibility role, a Registered Nurse will be paid an In-Charge Pay Premium of two dollars (\$2.00) per hour; and
- (b) In recognition of this assigned In Charge/ Responsibility role, a Licensed Practical Nurse will be paid an In-Charge Pay Premium of one dollar and fifty cents (\$1.50) per hour.

ARTICLE 16

STAFFING AGENCIES

16.01 The Employer agrees not to supplement the work of the bargaining unit with staffing agency(s) where it results in the layoff or reduction of hours of work, or displacement or reduction of the compensation of a regular employee in the bargaining unit.

However only after all applicable bargaining unit Employees have been given the opportunity to fill a vacant shift, the Employer may choose to fill such vacant shift with a non- bargaining unit staffing agency individual.

ARTICLE 17

SHIFT PREMIUM

17.01 EVENING SHIFT

A Shift Differential of two dollars and fifty cents (\$2.50) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that greater than one (1) hour is worked between fifteen hundred (1500) hours to zero twenty-three hundred (2300) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

For Registered Nurses the Shift Differential will be two dollars and seventy-five cents (\$2.75) per hour.

17.02 NIGHT SHIFT

A Shift Differential of four dollars (\$4.00) per hour shall be paid:

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

For Registered Nurses the Shift Differential will be five dollars (\$5.00) per hour.

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

- 17.04 Effective date of ratification, where applicable, an Employee shall be paid both Shift Differential and Weekend Premium in addition to regular pay and overtime pay.

ARTICLE 18

WEEKEND PREMIUM

- 18.01 A Weekend Premium of three dollars and fifty cents (\$3.50) per hour shall be paid:
- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
 - (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
 - (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- 18.02 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 18.03 Effective date of ratification, where applicable, an Employee shall be paid both Shift Differential and Weekend Premium in addition to regular pay and overtime pay.

ARTICLE 19

NAMED HOLIDAYS

- 19.01 Regular Full-time Employees shall be entitled to receive 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 | |
- any day proclaimed to be a holiday by:
- (i) The Government of the Province of Alberta; or
 - (ii) The Government of Canada
- 19.02 Employees obligated to work on the Named Holiday shall receive one and one-half (1½X) times the Basic Rate of Pay for all hours worked. In addition:

- 19.03 Regular Full time Employees who work on a Named Holiday, shall receive a mutually agreed day off with pay within thirty (30) days following the Named Holiday or during such longer period as may be mutually agreed upon.
- 19.04 When a Named Holiday falls on a day that would otherwise be a Regular Full-time Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:
- (a) an alternate day off at a mutually agreed time; or
 - (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her Basic Rate of Pay.
- 19.05 The Employer shall schedule an Employee in such a manner to provide her with days off on at least three (3) of the actual Named Holidays as provided in this Article.
- 19.06
- (a) Unless an Employee requests otherwise in writing, she shall be scheduled so as to be given either Christmas Day or New Year's Day off.
 - (b) Employees shall be scheduled to work on Christmas Day or New Year's Day but not on both of these Holidays unless otherwise requested. If an Employee has worked on Christmas Day the previous year, the Manager shall make every effort not to schedule her for Christmas Day the following year. When the Employee has been scheduled to have Christmas Day or New Year's Day off, the Employer shall make every effort to schedule the preceding day off as well.
- 19.07 Notwithstanding Articles 19.03 and 19.04 any remaining alternate days off not taken by December 31st of each year shall be paid out the Employee's basic rate of pay.
- 19.08 Part time and casual employees will receive five (5%) per cent of regular earnings, paid sick time, and vacation pay, for named and statutory holiday pay in lieu of the Named Holidays, on each pay cheque.

ARTICLE 20

VACATION

20.01 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and at the rate of earning entitlement as follows:

For Registered Nurses:

Employee Group	During Years of Service	Entitlement (Vacation days with pay or pay)
Full time and Part time	During the 1st – 4 th years	20
	During the 5 th – 14 th years	25
	During the 15 th and each subsequent year	30
Casual	During the 1st – 4 th years	8%
	During the 5 th – 14 th years	10%
	During the 15 th and each subsequent year	12%

For all other classifications:

Employee Group	During Years of Service	Entitlement (Vacation days with pay or pay)
Full time and Part time	During the 1st year	10
	During the 2nd – 4 th years	15
	During the 5 th and each subsequent year	20
Casual	During the 1st year	4%
	During the 2nd – 4 th years	6%
	During the 5 th and each subsequent year	8%

- (b) The entitlement for Part time (regular and temporary) shall be prorated to their FTE. Part time employees shall also earn vacation on extra shifts worked at the Basic Rate of Pay.
- (c) Casual employees shall receive vacation pay on each pay cheque paid out of a percentage of all hours worked at the Basic Rate of Pay.

20.02

Time of Vacation

- (a) (i) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January fifteenth (15th) of each year. Where an Employee submits her vacation preference by March thirty first (31st) of that year, the Employer shall indicate approval or disapproval of that vacation request by April thirtieth (30th) of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (ii) When an Employee submits a written vacation request after March thirty first (31st), the Employer shall provide written approval or disapproval of the vacation request within thirty (30) working days of the request.
- (b) Seniority within each classification and each program shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (c) A request to utilize vacation after the application of the vacation planner shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.
- (d) An Employee shall be permitted to maintain a level of vacation accrual up to one (1) year's vacation entitlement, plus an additional five (5) days. Any vacation not used beyond this accrual shall be paid out by the Employer as of March thirty first (31st) of each year.

ARTICLE 21

EMPLOYEE BENEFIT PLANS

21.01

The Employer shall facilitate the procurement, of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued:

- (a) Covenant Care Benefit Plan, inclusive of:
 - (i) Group Life Insurance (Basic);
2X annual salary for Registered Nurses to a maximum of \$500,000.00; and
1X annual salary for all other employees to a maximum of \$300,000.00
Dependent Life Insurance for all classifications including Registered Nurses
(\$10,000 for spouse and \$5,000 for the child);

- (ii) Accidental Death and Dismemberment (AD&D) (Basic);
1X annual salary to a maximum of \$300,000.00 for all classifications (except 2X annual salary for Registered Nurses to a maximum of \$500,000.00);
- (iii) Short-Term Disability Insurance
Short-term Disability [income replacement for a period of up to seventeen (17) weeks during a qualifying disability equal to sixty-six (66%) per cent of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization.
- (iv) Long-Term Disability
Long-term Disability [income replacement during a qualifying disability equal to seventy-two (72%) per cent of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period];
- (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty (80%) percent of eligible Basic Services, fifty (50%) percent of eligible Extensive Services, and fifty (50%) percent of eligible Orthodontic Services per calendar year to a maximum reimbursement of two thousand (\$2,000) dollars per insured person.
- (vi) Alberta Blue Cross Supplementary Benefits Plan.
- Direct Billing electronic pay card;
 - Prescription drugs – sixty (60%) percent reimbursement of total costs up to two thousand (\$2,000) dollars per year and eighty (80%) percent thereafter;
 - Hospital Services – one hundred (100%) percent reimbursement
 - Out of Country coverage
 - Paramedical Services – Thirty-five (\$35.00) dollars per visit up to a combined total of five hundred (\$500.00) dollars per year.
- (vii) Employee and family Assistance Program (EFAP).

(b) EI SUB Plan

At the Employer's option, an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the required medical substantiation.

21.02 Employees eligible for enrolment in benefit plans are as follows:

- (a) Regular Full-time Employees;
- (b) Regular Part-time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) Temporary Employees whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule:
 - (i) whose anticipated term of temporary employment is six months or longer; or
 - (ii) who has completed six (6) months of continuous service as a Temporary Employee and will continue to be employed as a Temporary Employee.

shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

21.03 Registered Retirement Savings Plan (RRSP)

The Employer shall provide a Group RRSP matching pension plan. Eligible employees can contribute up to three (3%) percent of regular earnings, except for Registered Nurses the Employer shall contribute up to four (4%) percent, which shall be matched by the Employer. RRSP contributions will be made through payroll deduction.

Enrolment in the Group RRSP plan is voluntary. An open period will occur once a year in November.

In the event a participating Employee opts out of, or withdraws funds from the RRSP (except for first home buyers), the Employee shall not be eligible to continue participating in the RRSP and the Employer's obligations to contribute to the Plan shall cease.

21.04 Flex Spending Account

Once a year, on January 1st, full time Regular staff will receive a credit amount assigned to their Flex Benefit Program (part time Regular Employees receive a pro-rated amount). Eligibility for Flex occurs on December 1st of each year. The program includes: health, wellness, education technology, legal, personal interest, nutrition and weight management. Family care and RRSPs as allowed by *Canada Revenue Agency*.

Flex benefit credit amounts, as are follows:

- (a) For Registered Nurses three (3%) of base wages up to a maximum of three thousand (\$3,000) dollars per year;
- (b) For all other classifications eight hundred (\$800) dollars per year.

Regular Employees who commence employment after December 1st and are eligible for Flex Spending shall receive a pro-rated amount for the remainder of the year.

- 21.05 The premium costs shall be shared as follows:
- Basic Life, Dependent Life and AD&D: 100% employer paid
 - Short and Long Term Disability: 100% employee paid
 - Supplementary Health and Dental: 70% employer paid / 30% employee paid
 - Flexible Benefit Program: 100% employer paid
 - EFAP: 100% employer paid
- 21.06 The Employer shall make available to eligible Employees information outlining the above plans.
- 21.07 The Employer will provide one (1) copy of each of the plans to the Union.

ARTICLE 22

SICK LEAVE

- 22.01 Sick leave is provided by the Employer as a form of insurance, for the purpose of maintaining regular earnings during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.
- 22.02 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 22.03 After an Employee has completed her probationary period she shall be allowed a credit for sick leave from the date of employment at the rate of one (1) working day for each full month of employment up to a maximum credit of forty-five (45) working days or eight-five (85) working days for Registered Nurses, provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period.
- Sick leave shall not accrue during periods of the following absences, which exceed thirty (30) calendar days:
- (a) illness;
 - (a) injury;
 - (c) layoff;
 - (d) leave of absence;
 - (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan;
 - (f) periods while in receipt of compensation from the Workers' Compensation Board.
- 22.04 Employees reporting sick shall advise the Employer as soon as possible and

regularly thereafter as required by the Employer. After three (3) consecutive days of sick leave, or upon mutual agreement between the Union and the Employer, to which the Union shall not reasonably deny, Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave.

The Employee shall be reimbursed for the fee incurred by the Employee for submitting satisfactory proof of any claim for sick leave.

22.05 Subject to Clauses 22.01, 22.02 and 22.03 above, an Employee granted sick leave shall be paid, at her Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.

22.06 When an Employee has accrued the maximum sick leave credit identified in 22.03 she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

22.07 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave.

Employees may be required to submit satisfactory proof of such appointment. Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.

The Employee shall be reimbursed for the fee charged for the provision of satisfactory proof of such appointments.

22.08 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Clause 22.05.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Clause 22.05. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

=(b) In the event an illness or injury preventing an Employee from performing her usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 22.05 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time

not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

22.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.

22.10 RETENTION AND PORTABILITY

An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of her employment with the Employer, be entitled to retain such entitlement provided she enters into employment at another Covenant Care site at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of her termination of employment. Otherwise sick leave credits shall be cancelled and no payments shall be due therefore. This entitlement shall not apply during the Employee's probationary period. At the request of the Employee, the Employer shall provide the Employee with a written statement of her sick leave entitlement upon termination.

22.11 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the Employee is on vacation;
- (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
- (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer;
- (d) days on which the Employee is absent from work or at work while attending Union activities or Union business

DUTY TO ACCOMMODATE

22.12 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 25.01(b)(v), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of her readiness to return to work and:

- (a) if an Employee is capable of performing the duties of her former position, she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued to her prior to her disability;
- (b) if an Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, an effort to accommodate to the point of undue hardship shall be made by the Employer to place her in an available or modified position that she is capable of performing. In such a case the Union agrees

to waive the posting provisions of the Collective Agreement;

- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to section (a), or
 - (ii) for whom, after an effort to accommodate to the point of undue hardship having been made pursuant to section (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

22.13 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 11: Appointments, Transfers and Promotions; Article 12: Hours of Work.

22.14 An Employee whose status has changed due to layoff from Regular Employee or an Employee on recall to a Casual Employee, with the same Employer, shall have her sick leave credits suspended, and should she return to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

ARTICLE 23

CALL BACK

23.01 Maintenance Workers who are called back to work shall be paid an additional three dollars (\$3.00) per hour in addition to the applicable rate of pay and any applicable Premiums, for the period of time they are called back and are at work. Each call shall have a minimum of three (3) hours.

ARTICLE 24

WORKERS COMPENSATION

- 24.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net take home pay, provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10th) day can be deducted from sick leave credits following which time the Employee will be deemed to be on leave without pay pursuant to Article 22 Sick Leave.
- (b) For the purpose of Article 24, full net take home pay shall be calculated at the Basic Rate of Pay for hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in 24.01(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the

accident.

24.02 An Employee receiving compensation benefits under Article 24.01 shall be deemed on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of salary increments;
- (b) cease to earn personal leave credits and vacation credits subject to Articles 22.02 and 22.03
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days; and
- (d) Employees shall pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.

24.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the full duties of her former position following a work hardening or return to work program, shall provide the Employer with twenty-eight (28) days written notice of readiness to work. Such advance notice shall not be required in the case of short-term absence on Workers' Compensation leave, i.e., where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in an equivalent position held by her immediately prior to the disability with benefits that accrued to her prior to the disability.
- (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall notify the Employer of her readiness to return to work. The Employee shall be accommodated whenever possible taking into consideration her restrictions and limitations.
- (c) incapable of performing the duties of her former classification, may make application for any benefits for which she is eligible under Employee Benefits Plans or Personal Leave, in accordance with Articles 21 or 22

24.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and / or scheduling provisions of Articles 11 (Appointments, Promotions and Transfers) and 12 (Hours of Work).

24.05 At the time it is determined that an absence due to injury which is compensable pursuant to the Workers' Compensation Act, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the underwriter of the long-term disability income insurance.

24.06 The Employee shall keep the Employer informed of the prognosis of her condition on a schedule set by the Employer and the Employee.

ARTICLE 25

LEAVE OF ABSENCE

25.01 General Leave Without Pay

- (a) Subject to the written approval of the Employer, an Employee may make a request in writing to the applicable Manager for a Leave of Absence without pay to a maximum of thirty (30) calendar days. A request for Leave must be made at least two (2) weeks prior to the commencement of the Leave. A Leave of Absence will not be unreasonably denied.

Such leave may be extended by additional periods of thirty (30) calendar days with the written approval of the Employer in extenuating circumstances like return to the homeland for family emergencies overseas and other circumstances.

- (b)
 - (i) Employees who are on Leave of Absence will not engage in any gainful employment with any other Employer while on such leave, unless otherwise agreed by the Union and the Employer. Any Employee who engages in gainful employment while on a leave of absence will forfeit all seniority rights and privileges contained in this Agreement.
 - (ii) Any Employee who has been granted a leave of absence of any kind and overstays their leave, except in emergency situations, shall be considered to have terminated their employment without notice.
 - (iii) All requests for leave of absence must be submitted to the applicable Manager for final approval. Requests shall not be unreasonably denied.
 - (iv) Employees may elect to continue benefits by pre-arranging payment for the Employer and Employee portions of premiums for any leave of thirty (30) days or longer.

25.02 MATERNITY, PARENTAL, ADOPTION LEAVE

Maternity, Parental, or Adoption Leave will be granted on the basis of the following provisions:

- (a) Employees must give the Employer at least six (6) weeks written notice advising of when she/he intends to start Maternity/Parental Leave.
- (b) The Employee must give at least four (4) week's written notice that she/he intends to return to/not return to work.
- (c) Employees may continue benefits if they pay both the Employer and Employee portions of the premiums.
- (d) Employees do not accrue Vacation, General Named Holidays, or Sick Leave while on Leave.
- (e) The Employee will be reinstated in the same or comparable position with earnings and other benefits equal to those

received when the Leave began.

Maternity Leave

- (a) Employees are entitled to up to seventy-eight (78) weeks of unpaid job-protected leave in the event of the birth of a child. Leave is composed of sixteen (16) weeks of Maternity Leave and sixty-two (62) weeks of Parental Leave.
- (b) The Employer can require the Employee to obtain and submit a medical certificate certifying pregnancy and giving the estimated date of delivery. The Employer shall reimburse the Employee for the fee charged for submitting the medical certificate.
- (c) Maternity leave can begin at any time within **thirteen (13) weeks** prior to the estimated date of delivery.
- (d) If the pregnancy interferes with the Employee's job performance during the thirteen (13) weeks before the estimated date of delivery, the Employee may start Maternity leave. The Employer shall be notified in writing.
- (e) An Employee must take at least six (6) weeks of Maternity Leave after the birth of her child, unless the Employer agrees to early resumption of employment. The Employee must provide a medical certificate indicating that resumption of work will not endanger her health.

Parental/Adoption Leave

- (a) Fathers and/or adoptive parents are eligible for up to sixty-two (62) weeks of unpaid, job-protected Parental Leave. Adoptive parents can take Adoption Leave for any child under age 18.
- (b) Parental/Adoption Leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed sixty-two (62) weeks.
- (c) Parental/Adoption Leave can begin at any time after the birth or adoption of the child but must be completed within seventy-eight (78) weeks of the date a baby is born, or an adopted child is placed with the parent.

- (d) Employees who intend to share Parental Leave must advise their respective Employers of their intention to do so.
- (e) Parents will still be eligible for the Adoption Leave if medical reasons, or circumstances related to adoption, prevent the employee from giving six (6) weeks' notice. When this happens, written notice must be given to the Employer as soon as possible.

25.03

Bereavement Leave

- (a) When a death occurs in the immediate family of an Employee, the Employee shall be granted Bereavement Leave for up to five (5) scheduled working days with pay within a seven (7) day time frame.

Such bereavement leave may be taken within one (1) year of the death unless otherwise approved by the Employer.

- (b) 'Immediate family' shall mean the following members of an Employee's family or the family of their spouse, including spouse (including common-law) or same gender partner, fiancé, child, parent, brother, sister, grandparent, grandchild, sibling, and guardian.

Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family.

- (c) In the event of the death of an aunt, uncle, niece or nephew, the Employer may grant up to three (3) calendar days of leave of absence, for which the Employee shall suffer no loss of earnings.

Such bereavement leave may be taken within one (1) year of the death unless otherwise approved by the Employer.

- (d) Bereavement Leave shall be extended by up to two (2) additional working days with no loss of income if travel in excess of two hundred and fifty (250) kilometers one way from the Employee's residence is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.

- (d) Bereavement Leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in 25.03 (b) depending on the needs of the operation.

- (e) An Employee may be granted up to a month's leave of absence without pay, upon an approved leave from the Employer upon the death of an immediate family member subject to Article 25.01.

25.04 Court Duty

An Employee who is subpoenaed by the Crown for jury duty or as witness for the Crown or as a witness in any matter arising out of employment with the Employer, shall not lose any pay because of such service, provided the amount paid for such service is promptly repaid by the Employee to the Employer. The Employee must present proof of service and shall notify the Employer immediately upon the receipt of notification that the Employee has been subpoenaed by the Crown.

25.05 Compassionate Care Leave

- (a) An Employee, shall upon written request, giving fourteen (14) calendar days' notice, be granted leave without pay for up to an maximum of **twenty-seven (27) weeks** for the purpose of providing care to a gravely ill or dying family member. Family member includes those for whom the Employee would be eligible for the Compassionate Care leave under the *Employment Standards Code*.
- (b) In order to receive Compassionate Care Leave, the Employee shall provide a Medical Certificate from the family member's physician indicating the family member has a serious medical condition with a significant risk of death within **twenty-seven (27) weeks**.
- (c) A Regular Employee shall continue to be covered according to the Health Benefit plan and policy conditions throughout the period of Leave Without Pay. The Employee shall be responsible for the full payment of all premiums (both Employer and Employee share).

25.06 Education Leave

- (a) A leave of absence without pay and benefits may be granted to an Employee at the discretion of the Employer to enable the Employee to participate in education or exchange programs.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

25.07 Military Leave

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

25.08 Union Representatives Leave

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the applicable Manager for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than two (2) weeks, except that in extenuating circumstances the time factor may be waived or reduced.

- (b) Subject to operational requirements, the Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.
- (d) One (1) Employee or more employees, who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority and position. If it is permissible under the group health and life plans and any other plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

25.09

Negotiations

- (a) An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (actual salary paid including differentials and premiums where applicable) and without loss of seniority and position in order to prepare for and participate in negotiations with the Employer.
- (b) No more than four (4) employees may be absent for the purpose of preparing for collective bargaining or attending negotiations meetings.
- (c) When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer.
- (d) The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.

ARTICLE 26

LAYOFF AND RECALL

26.01

It is the exclusive right of the Employer to:

- (a) establish, and vary from time-to-time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place; and
- (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available;

- (c) determine if an Employee has the skill and ability to do the work of a different classification when selecting a vacant position or displacing another Employee.

26.02 MEETING WITH THE UNION

The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.

26.03 NOTICE OF REDUCTION

When, in the opinion of the Employer, it becomes necessary to:

- (a) reduce the number of Regular Employees; or
- (b) reduce a Regular Employee's regularly scheduled hours of work; or
- (c) wholly or partly discontinue an undertaking, activity or service;

the Employer will notify affected Employee(s) as follows:

- (i) For employees employed with the Employer for five (5) years or less - at least fourteen (14) calendar days prior to the date of layoff;
 - (ii) For employees employed with the Employer for six (6) to ten (10) years - at least twenty-one (21) calendar days prior to the date of layoff;
 - (iii) For employees employed with the Employer for ten (10) or more years - at least twenty-eight (28) calendar days prior to the date of layoff.
- (d) Notwithstanding 26.03(a), (b) and (c) notice shall not apply where layoff results from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
 - (e) Where the reduction results from an act of God, fire or flood, the notice is not required but pay in lieu of the notice provided for in Article 26.03 based on regularly scheduled hours worked during this period shall be paid to affected Employees.

26.04 For the purposes of this Article:

- (a) "partial layoff" shall mean a Regular Employee who has, due to the application of this Article:
 - (i) suffered a reduction in regularly scheduled hours in her current classification; or
 - (ii) been placed in a different classification in her current pay grade, either at the same or a lower FTE as her current position; or
 - (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as her current position.

- (b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of this Article.
- (c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.
- (d) "shift pattern" shall mean those patterns generally worked by the Employees as on the regular schedules.

26.05

CONSULTATION PROCESS

- (a) At the time of providing written notice of reduction to affected Employee(s), the Employer shall:
 - (i) provide an affected Employee with the seniority lists set out in Article 9.04(a); and
 - (ii) schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer shall advise the Employee of her retention options according to this Article, provided the Employee has the requisite job-related skills, training, knowledge and other relevant attributes to perform the work required in the retention options.
- (b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

26.06

VACANCIES

Affected Employee(s) shall be presented with the vacancy options listed in this Article below:

- (a) vacant position(s) which shall be comprised of:
 - (i) the Employee's same classification, shift pattern, and FTE in the same program;
 - (ii) the Employee's same classification and FTE;
 - (iii) the Employee's same classification but lower FTE; and
 - (iv) a different classification in the Employee's same or a lower pay grade, either at the same or a lower FTE.
- (b) An Employee who declines a vacant position pursuant to Article 26.06(a)(i) will not have the ability to displace another employee and shall be laid off and placed on recall.
- (c) If a vacancy described in 26.06(a)(i-iv) is not available, an Employee may elect to displace into an occupied position pursuant to Article 26.07(a) below.

26.07

DISPLACEMENT

An Employee who is not placed in a vacant position pursuant Article 26.06(a) shall be presented with the displacement options listed in Articles 26.07(a) and 26.07(b) below:

- (a) an occupied position. Such displacement shall affect a less senior Employee in a position comprised of:
 - (i) the Employee's same classification, shift pattern;
 - (ii) the Employee's same classification;
 - (ii) the Employee's same classification and FTE;
 - (iv) the Employee's same classification but lower FTE; and
 - (v) a different classification in the Employee's same or a lower paygrade, either at the same, or lower FTE.
- (b) An Employee who declines displacement under Article 26.07 shall be laid off and placed on recall.

26.08

An Employee who has been presented with retention options under Article 26.05(a) shall have seventy-two (72) hours from the date of the consultation meeting to advise the Employer of her decision under Articles 26.06 or 26.07.

26.09

Where an Employee is placed in a vacancy or displaces into an occupied position pursuant to Articles 26.05 through 26.08, the Employer shall provide a paid orientation period to that Employee, the nature and length of which shall be determined by the Employer.

26.10

When an Employee is on approved leave of absence, or Workers' Compensation benefits, or long-term disability insurance benefits, the notice of reduction and consultation meeting shall be served when the Employee has provided notice of readiness to return to work, unless the Employee requests otherwise.

26.11

An Employee who is displaced as a result of another Employee exercising her rights under this Article shall be entitled to exercise her rights in accordance with Articles 26.05 to 26.08.

26.12

The operation of this Article, including revision to shift schedules caused by a reduction under Article 26.03, shall not constitute a violation of the terms of this Collective Agreement.

26.13

LAYOFF

An Employee who elects to:

- (a) exercise her rights under Articles 26.06(iii) and (iv) and 26.07(iii) and (iv) shall be considered to be on partial layoff, with recall rights.
- (b) not exercise her rights under Articles 26.06 and 26.07 , shall be considered to be on full layoff, with recall rights.

- 26.14 Other than for the continuation of the seniority held at the time of full layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on full layoff shall be limited to the right of recall under this Article.
- 26.15 **Employee Benefit Coverage During Layoff**
- Employees on full layoff, such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans specified in Article 21 Employee Benefit Plan, provided that the Employee makes arrangements prior to her date of layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs.
- 26.16
- (a) Where an Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11 Appointments, Promotions and Transfers. Application for such postings shall be open to all Employees, including those Employees on layoff.
 - (b) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff from the site where the vacancy exists shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work involved.
 - (c) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- 26.17
- (a) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twenty-four (24) month period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the twenty-four (24) month recall period.
 - (b) An Employee's right to recall under Article 26.16 will expire if the Employee refuses recall to a position with the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs.

26.18

CASUAL SHIFTS

- (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.
- (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where resident care requirements are such that this order is not possible:
 - (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
 - (ii) Casual Employees who have indicated their willingness to work additional shifts pursuant to Article 12 Hours of Work.

Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

ARTICLE 27

DISCIPLINE AND DISMISSAL

27.01

The Employer may discipline, suspend or dismiss an employee for just cause only, except for the dismissal of a probationary Employee.

Unsatisfactory conduct or performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The Union shall not deny a request by the Employer to extend the timelines due to availability of persons identified by the Employer to be interviewed. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

27.02

In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action or suspension or dismissal shall be within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act, giving rise to the suspension or dismissal. The Union shall not deny a request by the Employer to extend the timelines due to unavailability of persons identified by the Employer to be interviewed. When action involves a suspension, the notice shall specify the time period of the suspension.

- 27.03 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 27.04 The procedures stated in Articles 27.01, 27.02 and 27.03 do not prevent immediate suspension or dismissal for just cause.
- 27.05 (a) An Employee required by the Employer to attend an investigation meeting or a disciplinary discussion shall be paid at the applicable rate of pay for time spent in that meeting.
- (b) Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 27.06 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- In the event, an Employee is reported to her licensing body, by someone other than the Employer, the Employee shall advise the Employer of such and the Employee may copy the Union on such notification.
- 27.07 An Employee absent for three (3) consecutive work days without good and proper reason and without notifying the Employer shall be considered to have terminated her or his Employment with the Employer.
- 27.08 For the purposes of this Article, periods of time referred to in days shall be deemed to mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays, which are specified in Article 19.

ARTICLE 28

BULLETIN BOARD SPACE

- 28.01 The Employer shall provide bulletin boards to be placed in the staff lunchroom and other accessible locations, upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 29

OCCUPATIONAL HEALTH AND SAFETY (OHS) COMMITTEE

- 29.01 (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Bargaining Unit and may include other Employees. The Union shall nominate and assign their representatives on the Committee. This Committee shall meet once a month. In the event that there are no agenda items in any month, the monthly meeting will be cancelled for that month. An Employee shall be paid the Employee's Basic Rate of Pay for time spent at Committee meetings.

The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings.

- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union and other bargaining groups, prior to circulation and posting.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters including safety inspections, hazard identification and reporting, hazard controls including working alone and training, and recommendations for improved workplace safety.

The Employer will ensure Employee representatives are required to participate in the local Occupational Health and Safety Committee, including regular meetings.

- (d) The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.

No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public.

- (e) Should an Occupational Health and Safety issue not be resolved by the Committee, the issue shall be referred to the Senior Director or designate. A resolution meeting between the Committee and the Senior Director, or his or her designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the Senior Director. The Senior Director or designate(s) shall reply in writing to the Committee within twenty-one (21) calendar days of the resolution meeting.

- 29.02 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

- 29.03 The Employer shall have in place harassment and working alone policies which shall be reviewed annually by the Occupational Health and Safety Committee

ARTICLE 30

PROFESSIONAL FEES

- 30.01 For Registered Nurses and Licensed Practical Nurses, upon proof of registration, the Employer will reimburse registration fees up to a maximum of two hundred (\$200) dollars for all Regular Full and Part time employees.

ARTICLE 31

COPIES OF THE COLLECTIVE AGREEMENT

- 31.01 Within sixty (60) days of the printing of this Collective Agreement, the Employer shall make a copy available for each Employee. The Employer will advise Union where copies will be made available to Employees at the worksite.
- 31.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 31.03 The Collective Agreement shall be printed in pocket-sized format. Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Union. Cost shall be shared equally between the Parties.
- 31.04 The Employer and the Union shall endeavor to maintain copies of the Collective Agreement on their respective websites.

ARTICLE 32

GRIEVANCE PROCEDURE

- 32.01 A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be categorized as follows:
- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 32.05.
 - (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 1 and processed in the same manner as an individual grievance as outlined in Article 32.05 A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or

- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of, or reasonably should have become aware of, the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the Union President shall render a written reply within fifteen (15) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding 32.01 (a), (b), (c) and 32.05, the parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

32.02 Authorized Representatives

- (a) An Employee may be assisted and represented by a Union Steward or Union Representative when presenting a grievance.
- (b) The Employer agrees that the Union Steward and / or Union Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no Union Steward shall leave her work without obtaining approval from her supervisor which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of her duties involving a grievance provided that the Steward does not leave the Employer's site.

32.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18 Named Holidays.

32.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 1

32.05

Steps in the Grievance Procedure

Informal Discussion

Prior to filing the grievance an Employee who has a concern shall first discuss the matter with her immediate supervisor who is not within the scope of the bargaining unit, shall attempt to resolve the concern at this stage. In the event that it is not resolved satisfactorily to the Employee it may be advanced in accordance with the following steps;

(a) Step 1 (Site Leader or Designate)

- (i) If an individual grievance, within fifteen (15) days of the date the Employee first became aware of, or reasonably should have become aware of the occurrence of the act causing the grievance; or
- (ii) If a group grievance, within fifteen (15) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance.

The grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance, the particulars of the grievance and the redress sought, to the Site Leader or designated representative who shall hold a grievance hearing within fifteen (15) days of receiving the grievance and shall reply in writing within five (5) days of hearing the grievance. If the grievance is not settled at this stage it may be advanced to Step 2.

(b) Step 2 (Senior Director, Operations or Designate)

Within ten (10) days of the reply from the Site Leader or designated representative, the Employee shall submit the grievance in writing to the Senior Director or the designated representative. The Senior Director or his representative shall hold a hearing within fifteen (15) days of receipt of the grievance. The Employee shall be entitled to have a Union Representative present during the meeting. The Senior Director or her designate shall render a decision within five (5) days of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

32.06

Arbitration

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other Party in writing of its intention to do so, and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single arbitrator.

- (b) Within seven (7) days after receipt of notification provided for in Article 32.06 (a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an Arbitration Board; or
 - (ii) arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the Parties, they shall within seven (7) days endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Labour Relations Code*.
- (d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days, or as soon as reasonably possible thereafter, and hear such evidence as the Parties may desire to present, ensure a full fair hearing, and shall render a decision in writing to the Parties within fourteen (14) days or as soon as possible thereafter, after the completion of the hearing
- (e) In the case of an Arbitration Board, the Chairperson shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the Parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (g) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) Parties to the dispute.
- (h) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed in writing by the Parties

32.07

Optional Mediation

The Parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Article 32.05, either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties.

- (c) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the Parties.

ARTICLE 33

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 33.01 (a) An Employee-Management Advisory Committee (EMAC) shall be established within three (3) months of the signing of the Collective Agreement. The Union Representative shall provide the names of up to three (3) elected Employees and the Employer shall provide the names of up to three (3) appointed representatives to sit on the EMAC.
- (b) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement.
- (c) A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ten (10) days of receiving written description of the issue regarding resident care.
- (d) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept and posted on the Union bulletin board. The Minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- 33.02 Where the Parties have an established mechanism that performs the functions of the EMAC as described in Article 33.01(b) and where the mechanism provides for the representation from this bargaining unit then the Employer and the Union Representative may mutually agree to waive Article 33.01(a).
- 33.03 An Employee shall be paid her Basic Rate of Pay for attendance at these Committee meetings.

ARTICLE 34

EXTENDED HOURS OF WORK

Employees working in the following lines are affected by Article 34:

Health Care Aides – 2nd Floor: RA250 RA251 RA252 RA253 Health Care Aides - Memory Care, 2 nd Floor: RAMC 201 RAMC 202 RAMC 203 RAMC 204 Health Care Aides – 3 rd Floor: RA350 RA351 RA352 RA353 Health Care Aides - Memory Care, 3 rd Floor: RAMC 301 RAMC 302 RAMC 303 RAMC 304	LPNs: LPN01 (2 nd Floor) LPN02 (2 nd Floor) LPN03 (3 rd Floor) LPN04 (3 rd Floor) LPN05 SL4D (Memory Care) LPN06 SL4D (Memory Care) LPN07 Float (Not exclusively 12 hour shifts) LPN08 (2 nd Floor) LPN09 (2 nd Floor) LPN10 (3 rd Floor) LPN11 (3 rd Floor)
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34.01 When the Parties to this Collective Agreement agree to implement extended hours of work they shall evidence such agreement by signing a document, which indicates the affected positions.

Any alteration of the extended workday agreement shall be by mutual agreement only.

34.02 Where Employees are working extended hours of work, such arrangement may be terminated by either Party, by providing twelve (12) weeks written notice to the other Party prior to such change being effective. The Employer and the Union acknowledge and confirm that with the exception of the specific terms and conditions provided within this Article, when the extended hours of work are implemented, all other Articles in this Collective Agreement shall remain in full force and effect.

34.03

- (a) Employees working extended hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been extended. This will result in no loss or gain in Employee benefits and entitlements.
- (b) Regular hours of work for Employees, exclusive of meal breaks, shall not be greater than eleven point two-five (11.25) hours per shift, and shall be equivalent to thirty-seven point five (37.5) or thirty-eight point seven-five (38.75) hours (as applicable) per week averaged over one (1) complete cycle of the shift schedule, and one thousand nine hundred, fifty-seven point five (1,957.5) or two thousand twenty-two and three-quarter (2,022.75) hours (as applicable) per year.
- (c) Regular hours of work for Part-time Employees, exclusive of meal breaks, shall not be greater than eleven point two-five (11.25) hours per shift, and shall be less than the weekly or yearly hours in **Clause 34.03(b)**.
- (d) Except where overtime is necessitated, maximum on-site hours shall not exceed twelve point two-five (12.25) hours per day, as determined by the start and finish times of the shift.
- (e) Employees shall not be scheduled to work more than four (4) consecutive shifts except by mutual agreement between the Employee and the Employer.
- (f)
 - (i) Regular Employees who are required to rotate shifts, shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances arise, an Employee may be assigned such shifts as much as necessary.
 - (ii) For the purpose of adopting Clause 34.03(f)(i), a Regular Full-time Employee will be deemed to be working day duty for those periods of time absent on vacation and Named Holidays, sick leave, bereavement leave or any other leave pursuant to this Collective Agreement.
- (g) Regular hours of work shall be deemed to:
 - (i) Include a fifteen (15) minute rest period for each three point seven-five (3.75) or three point eight seven five (3.875) hours (as applicable) of work, two (2) rest periods of which may be combined by mutual agreement between the Employer and the Employee.
 - (ii) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer for each period of six (6) hours of work.
 - (iii) Meal periods shall not be scheduled in the first two (2) or the last two (2) hours of the shift except by mutual agreement between the Employer and the Employee.

(h) Regular Employees may exchange shifts amongst themselves provided that:

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

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

(i) The applicable shift differential premium shall be paid to an Employee for each regularly scheduled hour worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours. The Evening / Night Premiums shall not be considered as part of the Employee's Basic Rate of Pay.

(j) A weekend Premium of three dollars and fifty cents (\$3.50) will be paid for all regularly scheduled hours worked where the majority of the shift falls within the period of 1500 hours on a Friday and 0700 hours on a Monday. The weekend premium shall not be considered as part of the Employee's Basic Rate of Pay.

Effective date of ratification, where applicable, an Employee shall be paid both Shift Differential and Weekend Premium in addition to regular pay and overtime pay.

(k) Sick leave will be accumulated in accordance with Article 22 based on the equivalent of forty-five (45) days for all classifications except Registered Nurses, who accumulate eighty-five (85) days where the Employee is eligible for such payment, at the Basic Rate of Pay when granted within the scheduled extended hours of work.

(l) Bereavement leave or any other paid leave of absence, granted within the scheduled extended hours, will be at the Employee's Basic Rate of Pay for those approved hours for which the Employee is eligible.

(m) For the purpose of adopting extended hours of work, Clauses 12.05 and 12.10 shall not apply.

(n) A Regular Full-time Employee covered by this Article shall be entitled to the eleven (11) Named Holidays as specified in Article 19, and shall be paid for these holidays at her Basic Rate of Pay when granted within the scheduled extended hours to a total of eighty-two point five (82.5) for classifications with regular hours of work of 7.5 hours per day and eighty-five point two-five (85.25) hours for classifications with regular hours of work of 7.75 hours per day, per annum dependent on the Employees' regular hours of work.

An Employee who works on a Named Holiday shall be paid for all hours worked on the Named Holiday at one point five (1.5X) times the Basic Rate of Pay plus;

- (i) one regular day's pay based on a seven point seven-five (7.75) or seven point five (7.5) hour day as applicable; or
 - (ii) a mutually agreeable day off with pay based on a seven point seven-five (7.75) or seven point five (7.5) hour day as applicable within sixty (60) calendar days following the holiday; or
 - (iii) by mutual agreement, a day (seven point seven-five (7.75) or seven point five (7.5) hours as applicable) added to her next annual vacation.
- (o) A Regular Employee covered by this Article shall be entitled to the hours of earned vacation at his Basic Rate of Pay for the scheduled extended hours that she would have worked had she not been on vacation.
- (p) A Regular Full-time Employee shall be paid overtime for:
 - (i) time worked in excess of the scheduled extended hours of work; or
 - (ii) time worked when an Employee is called back to duty beyond the Employee's normal working hours pursuant to Article 23; or
 - (iii) time worked on an Employee's scheduled day(s) off, however this shall not apply if a scheduled day off is changed by giving not less than seven (7) calendar days' notice.
- (q) Regular Part-time Employees shall be paid overtime for:
 - (i) any time worked in excess of the scheduled extended hours of work; or
 - (ii) any time worked when the total of hours worked exceeds the weekly hours outlined in **Clause 34.03(b)** averaged over one (1) complete cycle of the shift schedule.
- (r) Where an employee works overtime on a Named Holiday, the Named Holiday pay as outlined in **Clause 34.03(n)(i), (ii), and (iii)** shall not apply for overtime hours worked. Pay for overtime hours worked on a Named Holiday shall be paid at a rate of two (2X) times the applicable Basic Rate of Pay.
- (s) A Casual Employee may be called or required for an extended work day shift. In such case, work in excess of seven point seven-five (7.75) hours for classifications with regular hours of work of 7.75 hours per day or seven point five (7.5) hours for classifications with regular hours of work of 7.5 hours per day, shall be regarded as overtime, except where the Casual Employee replaces another Employee in an extended work day position.
- (t) In implementing these Extended Hours of Work, the Employer and the Union may vary the terms of this Article through mutual agreement in writing.

ARTICLE 35

TEMPORARY AND CASUAL EMPLOYEES

35.01 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, however Article 26 Layoff and Recall shall not apply to Temporary Employees.

35.02 The provisions of the following Articles shall apply to Casual Employees:

Article Number	Title
1	Term of Collective Agreement
2	Definitions
3	Recognition
4	Union Membership and Dues Deduction
5	Management Rights
6	No Discrimination / Harassment
7	In-Service and Employee Professional Development and Orientation except for Article 7.04
8	Probationary Period
10	Performance Appraisals
11	Promotions and Transfers
12	Hours of Work as amended in 12.13 Article 13- Overtime
14	Salaries
17	Shift Premium
18	Weekend Premium Article 19.02 and 19.09 – Named Holidays Article 20.01- Annual Vacation
23	Call Back
24	Workers' Compensation Article 25- Leaves of Absence including Letter of Understanding #5
27	Discipline and Dismissal
28	Bulletin Board Space
29	Health and Safety Committee
31	Copies of the Collective Agreement
32	Grievance Procedure

Article Number	Title
33	Employee – Management Advisory Committee Article 34.02 (s)
36	Resignation / Termination of Employment
38	Union Stewards Article 39- Uniforms and Protective Apparel Article 40- Lockers Article 41- Handling Cash Receipts and Disbursements
35.03	Workers' Compensation Workers' Compensation Board coverage will be provided by the Employer for an Employee

ARTICLE 36

RESIGNATION / TERMINATION OF EMPLOYMENT

36.01	An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days notice of her desire to terminate her employment.
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ARTICLE 37

EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

37.01	The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be returned to all eligible Employees as a lump sum payment once each year or when an eligible Employee terminates or transfers to an Employment status which is not eligible for the payment. The payment to eligible Employees shall be processed in December each year.
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ARTICLE 38

UNION STEWARDS

38.01	The Employer agrees to recognize Employees who are assigned as Union Stewards. A Union Steward may, at the request of an Employee, accompany or represent them in various meetings including: a formal investigation, duty to accommodate, return to work and disciplinary meetings, as well as meetings related to in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave their job for any of the aforementioned purposes they will request time off from their immediate Supervisor who is not within the scope of this Collective Agreement providing them with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave their job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, such approval
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shall not be unreasonably withheld.

- 38.02 (a) The Union agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time except with permission.
- (b) The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources Office or immediate Supervisor who is not within the scope of this Collective Agreement. Such approval shall not be unreasonably denied.
- 38.02 (a) A list of Union Stewards shall be supplied by the Union to the Human Resources Office which shall be advised in writing of any change in this list.
- (b) The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources Office or immediate Supervisor who is not within the scope of this Collective Agreement. Such approval shall not be unreasonably denied.
- 38.03 The Union reserves the right to assign a Union Steward to represent a work area that has no Union Stewards.

ARTICLE 39

UNIFORMS AND PROTECTIVE APPAREL

- 39.01 (a) Employees have the option of wearing the current staff uniform, provided at the time of hire or wear clothing of their own choosing in accordance with the Covenant Care Dress Code Policy.
- (b) When Employees wear clothing of their own choosing, the clothing must comply with safety and infection prevention and control requirements.
- (c) Employees must wear identification cards and or name tags at all times in the workplace.

ARTICLE 40

LOCKERS

- 40.01 The Employer will make available during each Employee's shift a locker to store and secure personal belongings. The Employee will provide a personal lock to secure the locker during the Employee's shift.

ARTICLE 41

HANDLING CASH RECEIPTS AND DISBURSEMENTS

- 41.01 An Employee whose work responsibilities include handling cash will exercise caution and care in balancing receipts and disbursements, but shall not be

required to reimburse the Employer for shortages unless the Employee is disciplined or terminated with just cause for theft (subject to the grievance procedure).

41.02 If there are recurring cash shortages, the Employees and the Employer will cooperate in measures to reduce shortages.

APPENDIX A -- WAGE GRID

Health Care Aides (HCA's)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current	\$ 17.00	\$ 17.64	\$ 18.23	\$ 18.87	\$ 19.70	\$ 20.06	n/a	n/a
Dec. 23, 2015	\$ 19.53	\$ 20.54	\$ 21.22	\$ 21.85	\$ 22.57	\$ 23.06	\$ 23.74	\$ 24.46
Dec. 23, 2016	\$ 19.73	\$ 20.75	\$ 21.43	\$ 22.07	\$ 22.80	\$ 23.29	\$ 23.98	\$ 24.70
Dec. 23, 2017	\$ 20.02	\$ 21.06	\$ 21.75	\$ 22.40	\$ 23.14	\$ 23.64	\$ 24.34	\$ 25.08

LPN's

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current	\$ 23.00	\$ 24.40	\$ 25.28	\$ 26.28	\$ 27.32	\$ 28.26		
Dec. 23, 2015	\$ 25.93	\$ 27.06	\$ 28.13	\$ 29.23	\$ 30.33	\$ 31.38	\$ 32.65	\$ 33.95
Dec. 23, 2016	\$ 26.19	\$ 27.33	\$ 28.41	\$ 29.52	\$ 30.63	\$ 31.69	\$ 32.98	\$ 34.29
Dec. 23, 2017	\$ 26.58	\$ 27.74	\$ 28.84	\$ 29.97	\$ 31.09	\$ 32.17	\$ 33.47	\$ 34.80

Activity Aides (Activity Assist.)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current	\$ 17.25	\$ 18.40	\$ 18.95	\$ 19.52	\$ 20.10	\$ 20.71	\$ 21.33	\$ 22.00
Dec. 23, 2015	\$ 23.41	\$ 24.40	\$ 25.39	\$ 26.38	\$ 27.47			
Dec. 23, 2016	\$ 23.64	\$ 24.64	\$ 25.64	\$ 26.64	\$ 27.74			
Dec. 23, 2017	\$ 24.00	\$ 25.01	\$ 26.03	\$ 27.04	\$ 28.16			

Maintenance

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current	\$ 23.00	\$ 23.86	\$ 24.57	\$ 25.31	\$ 26.07	\$ 26.85	\$ 27.65	\$ 28.48
Dec. 23, 2015	\$ 28.48	\$ 30.21						
Dec. 23, 2016	\$ 28.76	\$ 30.51						
Dec. 23, 2017	\$ 29.20	\$ 30.97						

RN's

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current	\$ 35.78	\$ 37.16	\$ 38.54	\$ 39.91	\$ 41.30	\$ 42.66	\$ 44.04	\$ 45.35	\$ 46.96
Dec. 23, 2015	\$ 36.86	\$ 38.28	\$ 39.69	\$ 41.11	\$ 42.54	\$ 43.94	\$ 45.37	\$ 46.71	\$ 48.37
Dec. 23, 2016	\$ 37.23	\$ 38.66	\$ 40.09	\$ 41.52	\$ 42.97	\$ 44.38	\$ 45.82	\$ 47.18	\$ 48.85
Dec. 23, 2017	\$ 37.79	\$ 39.24	\$ 40.69	\$ 42.14	\$ 43.61	\$ 45.05	\$ 46.51	\$ 47.88	\$ 49.59

Hospice Admin. Assistant

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current	\$ 18.58	\$ 19.61	\$ 20.19	\$ 20.80	\$ 21.43	\$ 22.07	\$ 22.73	\$ 23.42
Dec. 23, 2015	\$ 19.61	\$ 20.80	\$ 21.43	\$ 22.07	\$ 23.73	\$ 24.47	\$ 25.20	\$ 26.01
Dec. 23, 2016	\$ 19.81	\$ 21.01	\$ 21.64	\$ 22.29	\$ 23.97	\$ 24.71	\$ 25.45	\$ 26.27
Dec. 23, 2017	\$ 20.10	\$ 21.32	\$ 21.97	\$ 22.63	\$ 24.33	\$ 25.09	\$ 25.83	\$ 26.66

Receptionist Assist.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current	\$ 16.66	\$ 17.49	\$ 18.33	\$ 19.16	\$ 19.99	\$ 20.83	\$ 21.66	\$ 22.49
Dec. 23, 2017	\$ 16.91	\$ 17.75	\$ 18.60	\$ 19.45	\$ 20.29	\$ 21.14	\$ 21.98	\$ 22.83

Addendum Regarding Articles 12.01, 22.03 and 34.03(k)

The Employer and AUPE have asked that I attempt to clarify how hours of work, sick leave entitlement and extended work hours are to be interpreted in the new Collective Agreement.

Article 12 Hours of Work provides for regular hours of work for Licensed Practical Nurses (LPN), Registered Nurses (RN), Recreation Activity Assistants, Hospice Administrative Assistants, Reception Assistants and Maintenance Workers up to seven point seven five (7.75) hours per day. It also provides in the case of Health Care Aides (HCA), regular hours of work of up to seven point five (7.5) hours per day.

Article 22.03 Sick Leave provides an Employee who has completed her probationary period a credit for sick leave from the date of employment at the rate of one (1) working day for each full month of employment up to a maximum credit of forty-five (45) working days or eight-five (85) working days for Registered Nurses, provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period.

The difficulty in interpretation arises from the varied shifts allowed in Article 34. Article 34.02 states in subsection (a) that Employees working extended hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been extended. This will result in no loss or gain in Employee benefits and entitlements.

The chart below attempts to capture the intended interplay of these Articles:

Article	Licensed Practical Nurse and Others	Health Care Aide
Article 12 Hours of Work	7.75 hours per day	7.5 hours per day
Article 22 Sick Leave	1 day per month at 7.75 hours 12 days per year at 7.75 hours = 93 hours accumulate 45 days at 7.75 hours = 348.75 hours	1 day per month at 7.5 hours 12 days per year at 7.5 hours = 90 hours accumulate 45 days at 7.5 hours = 337.5 hours
Article 34.03 Extended work hours	benefits and entitlements converted to produce the equivalent hours of benefits and entitlements had work hours not been extended	benefits and entitlements converted to produce the equivalent hours of benefits and entitlements had work hours not been extended
Hours of work -Sample Extended Work Hours	1 day per month at 11.25 hours 8.27 days per year = 93 hours accumulate 31 days at 11.25 hours = 348.75	1 day per month at 10.00 hours 9 days per year = 90 hours accumulate 33.75 days at 10.00 hours = 337.5

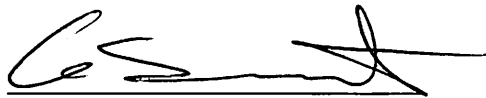
IN WITNESS WHEREOF the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper Officers in that behalf.

ON BEHALF OF THE EMPLOYER



DATE: NOV 20 2018

ON BEHALF OF THE UNION



DATE: NOV 14TH, 2018

APPENDIX B

Bargaining UNIT EXCLUSIONS

The parties agree that the following positions are excluded from the Bargaining Unit.

Persons who perform managerial duties or perform in a confidential capacity regarding Labour relations, including the following classifications:

Supportive Living Clinical Leader

Hospice Clinical Leader

Clinical Educator

Chaplain

Recreation Therapist


Social Worker

Supportive Living Administrative Assistant

Volunteer Coordinator

LPN Coordinator

ON BEHALF OF THE EMPLOYER



NOV 20 2018

DATE: _____

ON BEHALF OF THE UNION



DATE: Nov 14th, 2018

LETTER OF UNDERSTANDING #1
BETWEEN
COVENANT CARE – ST MARGUERITE MANOR
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
Re: Employment in Multiple Positions

The Parties agree that this Letter of Understanding applies to Employees who hold more than one (1) position within the bargaining unit as of the date of ratification of this Collective Agreement or to Employees who subsequently attain more than one (1) position within the bargaining unit.

1. An Employee is responsible for notifying her supervisor that she is employed in multiple positions with the Employer.
2.
 - (a) Employees shall not be employed within the bargaining unit in greater than full-time capacity. Employees currently employed in greater than a full-time capacity shall be given three (3) months' notice of this requirement. In extenuating circumstances, the three (3) months' notice may be extended.
 - (b) 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 exceed full-time hours, and in any case shall not contravene this Collective Agreement. Where the acceptance of the additional shifts results in overtime or contravenes the Collective Agreement, the Employee shall advise their Manager(s) of such.
3. 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 eligibility, vacation, named holidays, increments, placement on the Salary Schedule(s) and seniority, provided that the following conditions are met:
 - (a) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
 - (b) the regular hours of work to be combined are associated with regular part-time positions; and
 - (c) the positions are in the same classification and certificate and their schedules can be made Collective Agreement-compliant, or the Employer and the Employee mutually agree to waive the scheduling provision of Article 12: Hours of Work, in the Collective Agreement.
4. Where the regular hours of work of multiple positions cannot be combined in accordance with clause 3 above because they are in different classifications, they may be combined for the purpose of determining benefit eligibility only.

5. An Employee who holds multiple positions would have her salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The time period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
6. An Employee who holds multiple positions would have the earliest "seniority date" recognized for the purpose of Article 9: Seniority.
7. 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.
8. Layoff and recall provisions shall apply individually to each position.
9. 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 (1) of the positions.
10.
 - (a) 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 (1) 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 Union.
 - (b) Where an Employee's schedule is changed in one or more of their part-time positions and as a result of such change, the scheduling provisions of this Collective Agreement are contravened, or if the new schedule will result in overtime, the Employee is required to notify their manager(s) of such.
 - (c) 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.

ON BEHALF OF THE EMPLOYER



DATE: November 20, 2018

ON BEHALF OF THE UNION



DATE: Nov 14th, 2018

LETTER OF UNDERSTANDING #2
BETWEEN
COVENANT CARE – ST MARGUERITE MANOR
- and -
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
RE: Mutual Agreement to Adjust FTE's

WHEREAS the Parties see the mutual value in:

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

The Parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Employee in consultation with the Union.
 - (a) The process for requesting a change to FTEs shall be as follows:
 - (i) Employees may request to increase or decrease the Employee's FTE.
 - (ii) The Employer may offer to increase an Employee's FTE following consultation with the Union.
 - (iii) Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with this Letter of Understanding.
 - (b) Where mutual agreement is reached in accordance with paragraph 1(a) above:
 - (i) regular hours of work for that classification within the bargaining unit shall not be reduced through the application of this Letter of Understanding.
 - (ii) amendments to FTEs will be limited to the program from which the original request / offer was received.
2. Mutual agreement to amend FTEs shall not be considered a violation of Article 11: Promotions and Transfers or Article 26: Layoff and Recall.
3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.

4. If this Letter of Understanding expires and is not renewed, any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

ON BEHALF OF THE EMPLOYER



DATE: Nov 20, 2018

ON BEHALF OF THE UNION



DATE: Nov 14th, 2018

LETTER OF UNDERSTANDING #3

BETWEEN

COVENANT CARE – ST MARGUERITE MANOR

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Seniority Tiebreaker

In consideration of significant operational challenges in the identification of distinct seniority dates for administrative purposes, the Union and Employer have entered into cooperative discussions. The following agreement has been reached between the Parties, on a without prejudice basis, to determine seniority:

1. Time in Bargaining Unit;
2. Time at Covenant Care;
3. Hours worked at Covenant Care;
4. Should the prior three considerations not be sufficient to identify a distinct seniority date the Member Service Officer responsible for St Marguerite Manor & Dulcina Hospice will be notified. Representatives of the Union and Management will conduct a random draw of names to provide the final tie-break.

This Letter of Understanding will expire on the ratification of the next Collective Agreement.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



DATE: Nov 20, 2018

DATE: Nov 14th, 2018

LETTER OF UNDERSTANDING #4

BETWEEN

COVENANT CARE – ST MARGUERITE MANOR

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Existing Shift Schedules / Master Work Rotations

The parties agree that notwithstanding Article 12.06(b), the rotating shifts of any two combinations of evenings, nights and days which exist at the time this Collective Agreement is signed will be maintained in full force and effect unless or until a new Master Rotation is implemented by the Employer.

If the Employer implements a new Master Rotation, the shift schedules and patterns will comply with Article 12.06(b).

ON BEHALF OF THE EMPLOYER



DATE: Nov 20, 2018

ON BEHALF OF THE UNION



DATE: Nov 14th, 2018

LETTER OF UNDERSTANDING #5

BETWEEN

COVENANT CARE – ST MARGUERITE MANOR

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Leaves of Absence under *Employment Standards Code*

The Parties agree that an Employee who has been employed for at least 90 days shall be entitled to the following:

Critical Illness Of A Child Leave

- (a) Employees will be granted unpaid critical illness of child leave for up to thirty-six 36 weeks, for the purpose of providing care or support to their child in accordance with the *Employment Standards* legislation.
- (b) Employees will be granted unpaid critical illness leave for up to sixteen (16) weeks for the purpose of providing care or support to a family member (other than a child) in accordance with the *Employment Standards* legislation.

Death Or Disappearance Of A Child Leave

Employees will be granted unpaid death or disappearance of child leave for up to fifty-two (52) weeks for Employees whose child has disappeared due to a crime and up to one hundred and four (104) weeks for Employees whose child died due to a crime, in accordance with the *Employment Standards* legislation.

Citizenship Ceremony Leave

Employees will be granted unpaid citizenship ceremony leave in accordance with the *Employment Standards* legislation.

Personal And Family Responsibility Leave

Employees will be granted up to five (5) days of unpaid personal and family responsibility leave in a calendar year, in accordance with the *Employment Standards* legislation.

Domestic Violence Leave

Employees will be granted unpaid domestic violence leave of up to ten (10) days in a calendar year in accordance with the *Employment Standards* legislation.

ON BEHALF OF THE EMPLOYER



DATE: Nov 20, 2018

ON BEHALF OF THE UNION



DATE: Nov 14th, 2018