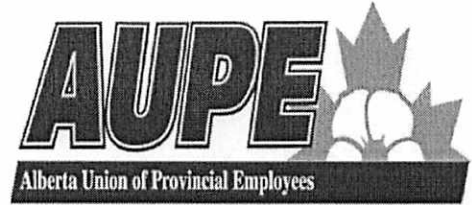


Covenant
Care



COLLECTIVE AGREEMENT

BETWEEN

**COVENANT CARE
CHATEAU VITALINE**

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF LOCAL 040/013**

EXPIRES JUNE 30, 2018

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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.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

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 and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including June 30, 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 nor 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 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.04 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 expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.
- 1.05 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, addressed in the case of the Employer to:

President and CEO
Covenant Care
3033 66 Street
Edmonton AB, T6K 4B2

and in the case of the Union to:

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

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 three (3) 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 Salaries Schedule, exclusive of any premium payments or allowances.
- 2.11 "Employer" shall mean Covenant Care operating the Chateau Vitaline site.
- 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.
- 2.14 In this Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural and vice-versa.
- 2.15 "Bargaining unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.16 "Local" means a Local of AUPE
- 2.17 "Code" means the *Labour Relations Code*, as amended from time-to-time.
- 2.18 "Employee status" shall mean the Full-time, Part-time, Temporary or Casual capacity that an Employee is employed in.

- 2.19 "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.
- 2.20 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.21 "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.
- 2.22 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 falls.

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.
- 3.04 Union membership meetings may be held on Employer premises subject to the approval of the Employer.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 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 shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.
- 4.02 (a) All Employees have the right:
- (i) to be members of the Union and to participate in its lawful activities;
- (ii) 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) status; (Regular Full-time, Part-time, Temporary, Casual);
- (f) hourly rate of pay;
- (g) the amount of deduction for each Employee;
- (h) the Employee's gross pay; and
- (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.

Note: The Employer will require up to 90 calendar days following the date of ratification within which to produce the above described report.

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, marital status, 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 Article 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.

ARTICLE 7

IN-SERVICE AND 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 a annual basis:
- (a) CPR (when established by the Employer as a mandatory qualification);
 - (b) fire,
 - (c) evacuation and disaster procedures;
 - (d) an annual in-service on the prevention and management of staff abuse;
 - (e) proper lifting and prevention of back injuries;
 - (f) an in-service on management of aggressive behaviour and/or non-violent crisis intervention, as deemed appropriate by the Employer; and
 - (g) workplace hazardous materials information systems (WHMIS) training;
 - (h) a certification under the Food Safe or other programs as may be required by the regulatory authority
 - (i) other education programs, as deemed appropriate by the Employer for the purpose of maintaining competency.
- 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 at their basic rate of pay.
- 7.04 **Professional Development Days**
- All Regular Employees required by the Employer to be registered as a Licensed Practical Nurse, and who have completed their probation period, shall be granted a maximum of three (3) professional development days (Prorated based on FTE rounded up to the nearest half (½) day or full day) each calendar year for professional development related to nursing skills required for the care of residents in supportive living, at the Basic Rate of Pay.
- 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.

- 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.

Effective on the first Orientation following the date of ratification;

- 7.08 A representative of the Union shall have the right to make a presentation of up 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 $\frac{3}{4}$) hours worked, exclusive of training, 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 three and three-quarter (503 $\frac{3}{4}$) 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, 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 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) assignment of available shift schedules in the program, providing the Employee has the same FTE, and subject to the provisions of Articles 12 Hours of Work and 25 Leaves of Absence;
- (b) preference of vacation time subject to the provisions in Article 20 Annual Vacation by program.
- (c) layoffs and recalls, subject to the provisions specified in Article 26 Layoff and Recall; and
- (d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11 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;
- (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 26.16.
- 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

- 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
 - (a) By appointment made at least three (3) working days in advance, an Employee may view her personnel file at Human Resources each year or when the Employee has filed a grievance. 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, not more frequently than once in a calendar year, 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 / Union 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, or as required by law, without the written consent of the Employer.

ARTICLE 11

PROMOTIONS AND TRANSFERS

- 11.01 (a) The Employer shall post at the sites, 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) site(s);
 - (iv) classification;
 - (v) range of rate of pay; and
 - (vi) if a temporary position, the anticipated duration of such position.
 - (vii) FTE
 - (viii) Also, for information purposes only, 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 other relevant attributes 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
- 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) Up to seven point seven five (7.75) hours per day. A full-time position (1.00 FTE) shall be thirty-eight point seven-five (38.75) hours per week 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 seven point seven five (7.75) hours, and
- (ii) one (1) unpaid rest period of thirty (30) minutes during each full working shift seven point seven five (7.75) hours.
- (b) include, as scheduled by the Employer, one (1) paid rest period of fifteen(15) minutes during each partial shift of 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 (1.5 x) times 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), one point five (1.5 x) 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 two (2) weeks, as specified by the Employer.
- (a) Should the Employer determine the need to change the length of the rotation, twelve (12) weeks notice shall be provided. The new rotation shall be posted during this twelve weeks. Line selection will also occur during this same twelve (12) weeks.
- 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 five (5) 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) rotating shift of any two (2) of days, evenings, and nights;
- (ii) evenings;
- (iii) nights;
- (iv) 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 seven (7) calendar days notice, the Employee shall be paid at two times (2 x) times for all hours worked on the first shift of the changed schedule.
- 12.08 (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. 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, 12.08 and 12.12.

ARTICLE 13

OVERTIME

- 13.01
- (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three-quarter (7 ¾) hours per day.
 - (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 ½ x) times the Basic Rate of Pay shall be paid for all overtime worked.
- 13.03 Where an Employee works overtime on a Named Holiday shall be at a rate of two and times (2 x) 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

SALARIES

- 14.01 The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 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 after two thousand twenty-two point seven five (2,022.75) 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 Effective date of ratification, when an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted 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 salary scale.
 - (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 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%) per cent of the Employee's gross earnings per pay period.

ARTICLE 15

IN-CHARGE

15.01

The Employer may designate a LPN to be in-charge. When a LPN is designated in charge, such Employee shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour.

15.02

The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

15.03

The Employer reserves the exclusive right to determine the need for, and to assign, charge and in-charge pay.

ARTICLE 16

NOTICE OF SUBCONTRACTING

- 16.01 In the event Regular Employees will be displaced due to subcontracting, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.

ARTICLE 17

SHIFT PREMIUM

- 17.01 An Evening Premium of two dollars and fifty cents (\$2.50) per hour will be paid for all hours worked within the period of 1500 hours and 2300 hours. (Monday to Friday)
- 17.02 A Night Premium of four dollars (\$4.00) per hour will be paid for all hours worked within the period of 2300 hours and 0700 hours. (Monday to Friday)
- 17.03 The Evening and Night Premiums shall not be considered as part of the Employee's Basic Rate of Pay and shall not be included in the calculation of overtime.

ARTICLE 18

WEEKEND PREMIUM

- 18.01 A Weekend Premium of three dollars and fifty cents (\$3.50) per hour will be paid when working a shift where the majority of the shift falls between 1500 hours on a Friday to 0700 hours on a Monday.
- 18.02 The Weekend Premiums shall not be considered as part of the Employee's Basic Rate of Pay and shall not be included in the calculation of overtime.

ARTICLE 19

NAMED HOLIDAYS

- 19.01 (a) 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 (1½ x) times the basic rate of pay for all hours worked. In addition:
- 19.03 Full time employees who work on a Named Holiday, shall receive a mutually agreeable day off with pay within thirty (30) days following the Named Holiday or during such longer period as may be mutually agreed upon. Failing mutual agreement the Named Holiday will be paid out after 30 days or the manager will schedule an alternate day off for the employee.
- 19.04 Part time and casual employees will receive four point six (4.6%) per cent of regular earnings for 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:
- (b) Effective ratification, new employees will accrue based on the new schedule below
- (c) All existing employees employed prior to the date of ratification will continue under the terms of their prior vacation accrual.

Employee Group	During Years of Service	Entitlement (Vacation days or pay)
All existing Full time and Part time Employees as of July 25, 2017 (date of ratification)	1 - 3 years	15
	4 – 14 th	20
	15 th and subsequent years	25
All new Employees Effective July 25, 2017 (date of ratification)	1	10
	2-4	15
	5+	20
Casual	During the 1 st year	4%
	2 – 4	6%
	5+	8%

- (b) The entitlement for Part time 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 paycheque paid out of a percentage of all hours worked at the Basic Rate of Pay.

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 15th of each year. Where an Employee submits her vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 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 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 31st of each year.

ARTICLE 21**EMPLOYEE BENEFIT PLANS**

The Employer shall facilitate the procurement, by Regular and Temporary Employees (who are working in positions with a term of greater than six (6) months), 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);
 - (ii) Accidental Death and Dismemberment (Basic);

(iii) Short-Term Disability

Short-term Disability [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds (66 2/3%) 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 sixty-six and two-thirds (66 2/3%) 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%) per cent of eligible Basic Services, fifty (50%) per cent of eligible Extensive Services, and fifty (50%) per cent of eligible Orthodontic Services, in accordance with the current dental fee guide. A maximum annual reimbursement of three thousand (\$3,000) dollars per insured person for all dental benefits combined; and

(vi) Alberta Blue Cross Supplementary Benefits Plan.

(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 twenty (20) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) Temporary Employees whose hours of work exceed twenty (20) 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 RRSP Plan

The Employer shall provide a Group RRSP matching pension plan. Eligible employees can contribute up to three (3%) per cent of regular earnings 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, 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

Effective January 1, 2018

Once a year, on January 1st, full time Regular staff will receive an eight hundred (\$800) dollar credit amount assigned to their Flex Benefit Program (part time Regular staff 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*.

Regular Employees who commence employment after December 1st, and are eligible for Flex Spending shall receive a prorated 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

Existing banks of sick time shall be carried over and crystalized. Employees shall be able to utilize their existing sick leave banks until they reach the 252 hour maximum before being able to commence accruing again.

22.01 Sick Leave will be administered in accordance with current policy.

- 22.02 Sick leave is an insurance provided to full and part-time Employees for the purpose of protecting them against loss of income when they are too sick or injured (in a non-work related incident) to come to work and perform the majority of her job duties.
- 22.03 Employees reporting sick shall do so to the site as soon as possible in order that a replacement may be arranged for or duties redistributed.
- 22.04 Sick leave shall accrue at 1.00 days per month, based on a full time equivalency and prorated for part time employees. The maximum bank an Employee can maintain is two hundred fifty two hours (252) hours.
- 22.05 **Proof of Illness**
- (a) An Employee may be required to provide satisfactory proof of illness for absence and for sick leave usage.
 - (b) No Employee shall have her services terminated or be disciplined solely by virtue of using or having exhausted her sick leave.
- 22.06
- (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her vacation; in any event, the Employee will be receiving vacation pay.
 - (b) Sick leave shall be granted:
 - (i) if an Employee becomes ill during her vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
 - (c) Should an Employee be admitted to the hospital on an "in-patient" or "out-patient" basis during the course of her vacation, she shall be considered being on sick leave for the period of hospitalization and subsequent period of recovery, provided she notifies the Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

"Outpatient" shall mean an Employee who is undergoing scheduled hospital treatments as a result of illness or injury occurring during their vacation period.
- 22.07 Chateau Vitaline recognizes that alcoholism, drug addiction and mental illnesses are illnesses which can respond to therapy and treatment and that approved absence from duty due to such therapy or treatment shall be considered as sick leave.
- 22.08 Upon termination of employment all sick leave shall be cancelled and no payment shall be due therefore

22.09 **Medical Appointments**

Where possible employees are expected to schedule medical appointments outside of their regularly scheduled hours of work. If an employee requires time off for the purpose of attending a dental, physiotherapy, optical, or medical appointment, and paramedical practitioners covered by the Extended Health Care Plan provided the employee has been given prior authorization by the Employer, such absence shall be charged against the employee's accumulated sick leave.

ARTICLE 23

CALL BACK

23.01 Maintenance Workers who are called back to work shall be paid an additional three (\$3.00) dollars 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.

23.02 Notwithstanding Article 23.01, if an Employee is recalled to duty immediately prior to, or following, and continuous with their scheduled shift, he shall be paid in accordance with Article 15: Overtime, until the commencement of their scheduled shift, at which time he shall be paid at his Basic Rate of Pay.

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 sick 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 Sick 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 (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 Conditions

- (a) (i) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer with as much advanced notice as possible.
- (ii) Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. The Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Except as provided in Article 25.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 21 Employee Benefit Plan, provided that the Employee makes prior arrangements to pay full premium costs. In failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstay the leave without permission of the Employer, shall automatically terminate her position; except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) (i) Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

- (ii) Notwithstanding paragraph (i) above, the Employee will continue to pay their cost-share of health benefit premiums during any leave of absence, which occurs for the period of time between the expiry of sick leave and the potential commencement of Short-Term Disability or Long-Term Disability.

25.02

Union Leave - Union Representative

- (a) Time off work without loss of regular earnings will be provided on the following basis:
 - (i) The grievor and one (1) Union Steward for time spent in discussing grievances with representatives of the Employer as outlined in the Union Steward provisions, and to attend any associated hearing or arbitration; and
 - (ii) Union Officers and designated representatives for time spent in meeting with representatives of the Employer.
- (b) Time off without pay may, where operationally possible, be granted to an Employee for any of the following reasons:
 - (i) Members of the Union Negotiating Committee not to exceed three (3) in number, for time spent meeting with representatives of the Employer during formal negotiation of a Collective Agreement and for preparatory meetings for negotiations; and
 - (ii) Members not to exceed three (3) in number, selected as representatives of the Union to attend Union conventions or seminars; and
 - (iii) Members not to exceed three (3) in number, designated as delegates representing the Union at conventions of labour organizations with which the Union is affiliated; and
 - (iv) Members elected to the Provincial Executive of the Union to attend Provincial Executive meetings normally held once every two (2) months; and
 - (v) Members not to exceed three (3) in number, appointed to Standing Committees of the Union; and
 - (vi) Members not to exceed three (3) in number, attending Union courses and / or Labour Schools; and
- (c) Employees shall provide a minimum of five (5) working days (excluding weekends and statutory holidays) written notice when requesting time off under Article 25; however, consideration shall be given where the five (5) days notice is not provided.
- (d) Notwithstanding the provisions of this Article, the Employer may refuse to grant time off where disruption of work or difficulty will arise, however, time off will not be unreasonably denied.

- (e) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits. A request for reimbursement under this clause shall be accompanied with an accounting for the charges.

25.03

(a) **Maternity Leave**

- (i) An Employee who has completed six (6) months continuous employment shall, upon her written request, providing at least fourteen (14) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith. Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed twelve (12) months unless mutually agreed otherwise between the Employer and the Employee.
- (ii) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.

(b) **Paternity Leave**

A father-to-be who has completed six (6) months' continuous employment shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed thirty-seven (37) weeks.

- (c) (i) Subject to section (ii), an Employee on maternity leave or paternity leave shall provide the Employer with at least fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

- (ii) In the event that during the period of an Employee's maternity leave or paternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or paternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 26.16.

25.04

Adoption Leave

- (a) An Employee who has completed six (6) months continuous employment shall upon written request, giving fourteen (14) calendar days notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with Article 25.04(a) the Employee may commence adoption leave upon one (1) days notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c)
 - (i) Subject to Article 25.04(c)(ii) an Employee granted adoption leave shall provide the Employer with fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
 - (ii) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of the undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with Article 26.16.

25.05

Court Appearance

- (a) In the event an Employee is required to appear before a court of law as a member of jury, as a witness in a criminal matter or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) or the night shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled shift(s).
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

25.06

Bereavement Leave

- (a) Upon request, an Employee may be granted up to five (5) consecutive calendar days off work from the date of the death, in the event of a death of a member of the Employee's immediate Family.
 - (i) The Employee shall suffer no loss of regular earnings for this time period.
 - (ii) The Employee will only be paid for the days she was previously scheduled to work during that time period.
- (b) For purposes of Article 25.06(a), immediate family of the Employee is defined as:

Fiancée;	Son / Daughter-in-law;
Parent;	Sister;
Step-Child;	Brother / Sister-in-law;
Grand Parents;	Legal Guardian;
Grand Child;	Step Brother / Sister;
Child;	Step-Parent;
Mother/Father-in-law;	Spouse (including common-law and same-sex spouse)
Brother;	
- (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.
- (d) Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore. If the death occurs while an employee is on a pre - approved Leave of Absence, that employee will not qualify for payment for bereavement leave on the days she was scheduled for the Leave of Absence.
- (e) In the event of the death of another relative or friend not listed in Article 25.06(a) or 25.06(b), the Employer may grant up to one day off with pay to attend funeral services.

- (f) Bereavement leave with pay may be extended by two (2) additional calendar days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral for those relatives listed in clause b and c.

25.07 Educational Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 25.01, shall be deemed to remain in the continuous service of the Employer for the first (1st) twenty (20) months of such period of leave.
- (b) During an Employee's educational leave, subject to Article 25.01(a) she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

25.08 Terminal Care Leave

- (a) An Employee with a qualified relative in the end - stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost - sharing, for a period up to six (6) months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

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

- (a) When, in the opinion of the Employer, it becomes necessary to:
 - (i) reduce the number of Regular Employees; or
 - (ii) reduce a Regular Employee's regularly scheduled hours of work; or
 - (iii) wholly or partly discontinue an undertaking, activity or service; the Employer will notify affected Employee(s) at least fourteen (14) calendar days prior to the date of reduction, except that the fourteen (14) calendar days notice shall not apply where reduction results from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the reduction results from an act of God, fire or flood, the fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof 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 paygrade, 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;
 - (iii) 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 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 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 and Regular Part-time Employees who have indicated their willingness to work additional shifts pursuant to Article 12 Hours of Work.
 - (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

ARTICLE 27

DISCIPLINE AND DISMISSAL

- 27.01 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 unavailability 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.
- 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 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 27.09 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 lunch room 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

HEALTH AND SAFETY 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. A request by either Party to establish a Site Committee shall not be unreasonably denied.
- 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.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (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.

- (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 LPNs, upon proof of registration, the Employer will reimburse CLPNA 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 there from 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, assure 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. A request by either Party to establish a Site Committee shall not be unreasonably denied.
- (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.
- 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

- 34.01 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 the exception of the specific terms and conditions provided within this Article, when the extended hours of work are implements, all other Articles in this Collective Agreement shall remain in full force and effect.
- 34.02
- (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 Full-time 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-eight point seven-five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule and two thousand twenty-two and three-quarter (2,022.75) hours 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 34.02(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 Full-time Employees who are required to rotate shifts, shall be assigned day duty on-half ($\frac{1}{2}$) 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 34.02(f)(i) above, 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 eight seven five (3.875) hours 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 and shall not be included in the calculation of overtime.
- (j) A weekend Premium of three dollars and fifty cents (\$3.50) will be paid when working a shift where the majority of the shift falls between fifteen hundred (1500) hours of a Friday to zero seven hundred (0700) hours on a Monday. The weekend premium shall not be considered as part of the Employee's Basic Rate of Pay and shall not be included in the calculation of overtime.
- (k) Sick leave will be accumulated in accordance with Article 22 based on the hourly equivalent of ninety-three (93) hours 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) and eighty-five point two-five (85.25) hours (as applicable) per annum dependant on the Employees' regular hours of work.

- (o) A Full-time Employee who works on a Named Holiday shall be paid for all hours worked on the Named Holiday at one point five (1.5 x) times the Basic Rate of Pay plus;
 - (i) one regular day's pay based on a seven point seven-five (7.75) hour day; or
 - (ii) a mutually agreeable day off with pay based on a seven point seven-five (7.75) 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) hours) added to her next annual vacation.
- (p) 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.
- (q) 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.
- (r) 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 34.02(b) averaged over one (1) complete cycle of the shift schedule.
- (s) Where an employee works overtime on a Named Holiday, the Named Holiday pay as outlined in Clause 34.02(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 (2 x) times the applicable Basic Rate of Pay.
- (t) 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 shall be regarded as overtime, except where the Casual Employee replaces another Employee in an extended work day position.
- (u) 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 this Collective Agreement shall not apply to Casual Employees except as provided in this Article.

35.03 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
8	Probationary Period
10	Performance Appraisals
11	Promotions and Transfers
12	Hours of Work as amended in 12.13
14	Salaries
17	Shift Premium
18	Weekend Premium
23	Call Back
24	Workers' Compensation
27	Discipline and Dismissal
28	Bulletin Board Space
29	Health and Safety Committee
31	Copies of the Collective Agreement
32	Grievance Procedure
33	Employee – Management Advisory Committee
36	Resignation / Termination of Employment
38	Union Stewards

35.04 **Overtime**

- (a) Overtime is all time authorized by the Employer and worked by a Casual Employee in excess of Seven and three-quarter (7¾) hours per day.
- (b) The overtime rate of one and one-half (1½ x) times the Basic Rate of Pay shall be paid for all overtime worked.
- (c) Where overtime is worked on a Named Holiday they shall be paid at a rate of two (2 x) times the Basic Rate of Pay, and Clause 35.05(a) shall not apply for overtime hours worked.

35.05 **Named Holidays**

- (a) Casual Employees obligated to work on a Named Holiday shall receive one and one-half (1½ x) times the Basic rate of Pay for all hours worked.
- (b) Casual Employees shall receive four point six (4.6%) per cent of Regular Earnings Pay for Statutory Holiday pay in lieu of the Named Holidays on each paycheck.

35.06 **Vacation**

Casual Employees shall receive vacation pay on each paycheck paid out of a percentage as set out below, of all hours worked at the Basic Rate of Pay

Employee Group	During Years of Service	Entitlement
Casual	During the 1 st year	4%
	2 – 4	6%
	5+	8%

35.06 **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.

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.

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 shall not be unreasonably withheld.
- 38.02 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time. The Union reserves the right to assign a Union Steward to represent a work area that has no Union Stewards.
- 38.03 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.
- 38.04 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.

ARTICLE 39

ACTING INCUMBENCY

- 39.01 An Employee who is assigned by the Employer to replace another Employee in a higher paid classification in the bargaining unit shall be paid the rate of pay for the higher classification in which the Employee is relieving.
- 39.02 When an Employee is required to temporarily perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.
- 39.03 On each occasion that an Employee is designated in writing by the Employer to replace and/or assume additional responsibilities during the absence of an out-of-scope Employee, such Employee shall be paid an additional two dollars (\$2.00) per hour.

ARTICLE 40

UNIFORMS

- 40.01 Where uniforms are required by the Employer, the following shall apply:
- (a) Employees may, at their discretion, wear coloured uniforms, except where uniforms are supplied by the Employer.
 - (b) The Employer shall develop a policy regarding the wearing of uniforms and identify any areas where uniforms will be provided and maintained. A copy of the policy will be provided to the Union.

Salary Grid

		1	2	3	4	5	6	7	8
Food Services	Current	\$14.13	\$15.27	\$16.43	\$17.63				
	July 25, 2017	\$17.76	\$19.05						
Cook I	Current	\$19.47	\$18.80	\$20.12	\$21.47	\$22.77			
	July 25, 2017	\$23.20	\$24.60						
Cook II	Current	\$19.10	\$20.51	\$21.90	\$23.29	\$24.68			
	July 25, 2017	\$25.17	\$26.67						
Housekeeping Attendant	Current	\$14.48	\$15.67	\$16.85	\$18.07	\$19.19			
	July 25, 2017	\$18.21	\$19.52	\$20.74					
Rec. Therapy Assistant	Current	\$17.44	\$18.34	\$18.96	\$19.51	\$20.15	\$20.60	\$21.21	\$21.85
	July 25, 2017	\$23.64	\$24.64	\$25.64	\$26.64	\$27.74			
Maintenance Worker	Current	\$18.20	\$19.48	\$20.76	\$22.03	\$23.28	\$24.14	\$25.53	
	July 25, 2017	\$28.76	\$30.51						
Licensed Practical Nurse	Current	\$23.16	\$24.16	\$25.12	\$26.11	\$27.09	\$28.02	\$29.16	\$30.32
	July 25, 2017	\$26.19	\$27.33	\$28.41	\$29.52	\$30.63	\$31.69	\$32.98	\$34.29
Health Care Aide	Current	\$17.44	\$18.34	\$18.96	\$19.51	\$20.15	\$20.60	\$21.21	\$21.85
	July 25, 2017	\$19.73	\$20.75	\$21.43	\$22.07	\$22.80	\$23.29	\$23.98	\$24.70

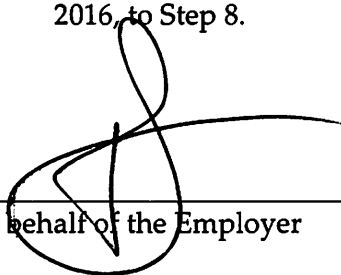
LETTER OF UNDERSTANDING # 1
BETWEEN
COVENANT CARE - CHATEAU VITALINE
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Article 14: Recognition of Previous Experience

Whereas the Parties have agreed the Employer will recognize previous experience for the purposes of placement on the salary grid, for the Employees currently employed at Chateau Vitaline;

Therefore the following process will be used:


1. Employees who have previous relevant experience that would change their placement on the salary grid have from January 1, 2016 to February 29, 2016 to provide documentation of that experience to their Resident Care Supervisor.
2. Upon confirmation of the relevancy of the experience, Employees will be advanced on the salary grid retroactive to the date they provided the documentation.
3. Employees who have sufficient hours to advance to Step 8 at the time they provide evidence of relevant previous experience shall move first to Step 7 and then, on July 1, 2016, to Step 8.



On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING # 2
BETWEEN
COVENANT CARE - CHATEAU VITALINE
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES

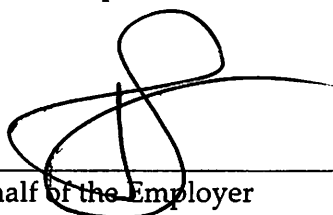
Re: Employment in Multiple Positions

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.

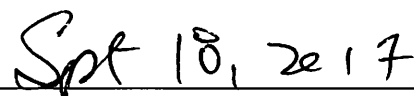
1. An Employee is responsible for notifying her supervisor that she is employed in multiple positions with the Employer.
2. (a) Employees shall not be employed within the bargaining unit in greater than full-time capacity. Employees currently employed in greater than a full-time capacity shall be given three (3) month's notice of this requirement. In extenuating circumstances, the three (3) month's 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.



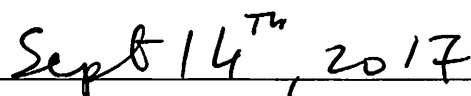
On behalf of the Employer



Date



On behalf of the Union



Date

LETTER OF UNDERSTANDING # 3
BETWEEN
COVENANT CARE – CHATEAU VITALINE
- and -
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Mutual Agreement to Adjust FTE's

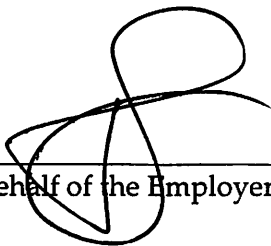
WHEREAS the Parties see the mutual value in:

- 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

Sept 18, 2017
Date



On behalf of the Union

Sept 14th, 2017
Date

LETTER OF UNDERSTANDING # 4
BETWEEN
COVENANT CARE – CHATEAU VITALINE
- and -
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Lump Sum Payments

1. 2015 - 2016 Lump Sum Payment

- a. A lump sum payment of four thousand dollars (\$4,000.00) will be paid to all regular and temporary full time employees. The lump sum payment is prorated to the number of full calendar months worked between the period of December 1, 2015 and July 1, 2016.
- b. For part time and casual employees the lump sum payment will be prorated to their regular hours actually worked between the period of December 1, 2015 and July 1, 2016.

2. 2016 - 2017 Lump Sum Payment

- a. A lump sum payment of six thousand dollars (\$6,000.00) will be paid to all regular and temporary full time employees. The lump sum payment is prorated to the number of full calendar months worked between the period of July 1, 2016 and July 1, 2017.
- b. For part time and casual employees the lump sum payment will be prorated based on the proportion of their regular hours actually worked between the period of July 1, 2016 and July 1, 2017.

3. For the purposes of this Letter of Understanding, "regular hours actually worked" excludes:

- a. leaves of absence greater than (1) month;
- b. Overtime

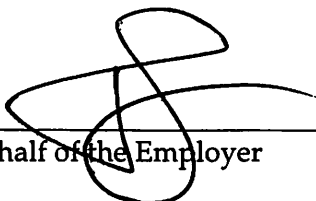
4. Employee's status shall be based on their status on the Date of Ratification.

5. All amounts are subject to applicable deductions.

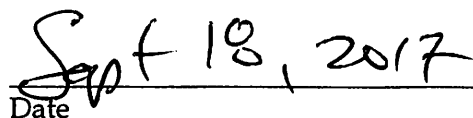
6. Such lump sum payments shall not be considered regular earnings for the purpose of RRSP contributions.

7. The Employer shall pay the lump sum payments within 45 days from the Date of Ratification of the Collective Agreement.

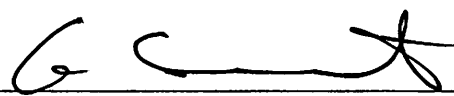
8. An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive any lump sum payments they would have received but for the termination of employment, upon the submission of a written application to the Employer within 60 calendar days of the signing of the Agreement. Lump sums shall be paid to terminated employees within 45 days of receipt of written application.
9. This Letter of Understanding expires upon payment of the Lump Sum Payments.



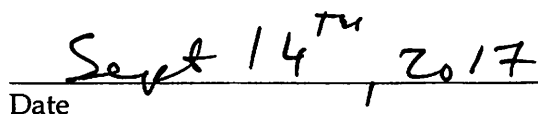
On behalf of the Employer



Date



On behalf of the Union

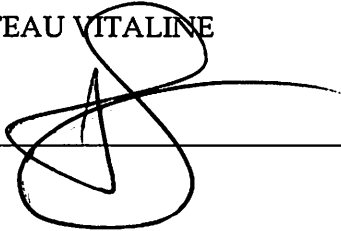


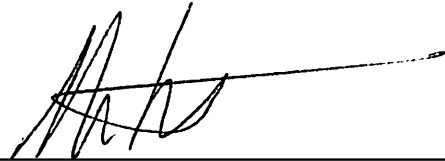
Date

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

Signed this 14th day of September, 2017.

ON BEHALF OF COVENANT CARE –
CHATEAU VITALINE





WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES





WITNESS