



Collective Agreement

between

**Covenant Care
St. Teresa Place
(the “Employer”)**

-and-

Alberta Union of Provincial Employees

Expires December 31, 2022

TABLE OF CONTENTS (NUMERICAL)

<u>Article No.</u>		<u>Page No.</u>
	Purpose and Preamble	1
1	Term of Collective Agreement.....	2
2	Definitions and Application.....	3
3	Recognition of the Union.....	5
4	Union Membership and Dues Deduction	6
5	Management Rights.....	7
6	No Discrimination / Harassment	7
7	In-Service Education, Employee Professional Development and Orientation.....	8
8	Probationary Period	10
9	Seniority	11
10	Performance Appraisals and Personnel Files	12
11	Appointments, Promotions and Transfers.....	12
12	Hours of Work.....	14
13	Overtime	17
14	Payment of Wages	17
15	Other Compensation	20
16	Staffing Agencies	21
17	Shift Premium	21
18	Weekend Premium.....	22
19	Named Holidays.....	22
20	Vacation.....	23
21	Employee Health Benefit and Insurance Group Plans.....	24
22	Sick Leave	26
23	Call Back.....	29
24	Workers' Compensation.....	30
25	Leave of Absence	31
26	Layoff and Recall	35
27	Discipline and Dismissal	40
28	Bulletin Board Space	41
29	Occupational Health and Safety (OHS) Committee	41
30	Professional Fees.....	42
31	Copies of the Collective Agreement	42
32	Grievance Procedure	42
33	Employee Management Advisory Committee.....	45
34	Temporary and Casual Employees.....	46
35	Resignation / Termination of Employment	47
36	Union Stewards.....	47
37	Uniforms and Protective Apparel	48
38	Lockers	48
39	Handling Cash Receipts and Disbursements	48
	Appendix A - Wage Grid	49
	Appendix B: Bargaining Unit Exclusions.....	50
	Letter of Understanding #1 – Re: 2022 Wage Adjustment Process.....	51
	Letter of Understanding #2 – Re: Regulation of Health Care Aides	53
	Letter of Understanding #3 – Re: Mutual Agreement to Adjust FTE's	54
	Letter of Understanding #4 – Re: Seniority Tiebreaker	56
	Letter of Understanding #5 – Re: Existing Shift Schedules / Master Work Rotations	57
	Letter of Understanding #6 – Re: Leaves of Absence Under <i>Employment Standards Code</i>	58
	Letter of Understanding #7 – Re: Legal Indemnification	59
	Letter of Understanding #8 – Re: Workload.....	60
	Letter of Understanding #9 – Re: Outbreaks and Pandemic Management	61

TABLE OF CONTENTS (NUMERICAL)

<u>Article No.</u>		<u>Page No.</u>
	Letter of Understanding #10 – Re: HCA Substantial Equivalent Process	63
	Letter of Understanding #11 – Re: COVID-19 HCA Wage Increase.....	64
	Letter of Understanding #12 – Re: Alternative Line Selection Process	65
	Letter of Understanding #13 – Re: Benefit Plan – Joint Committee	67
	Letter of Understanding #14 – Re: Workplace Privacy.....	68

TABLE OF CONTENTS (ALPHABETICAL)

<u>Article No.</u>	<u>Page No.</u>
	Appendix A - Wage Grid49
	Appendix B: Bargaining Unit Exclusions.....50
11	Appointments, Promotions and Transfers.....12
28	Bulletin Board Space41
23	Call Back.....29
31	Copies of the Collective Agreement42
2	Definitions and Application.....3
27	Discipline and Dismissal40
21	Employee Health Benefit and Insurance Group Plans.....24
33	Employee Management Advisory Committee.....45
32	Grievance Procedure42
39	Handling Cash Receipts and Disbursements48
12	Hours of Work.....14
7	In-Service Education, Employee Professional Development and Orientation.....8
26	Layoff and Recall35
25	Leave of Absence31
	Letter of Understanding #1 – Re: 2022 Wage Adjustment Process51
	Letter of Understanding #2 – Re: Regulation of Health Care Aides53
	Letter of Understanding #3 – Re: Mutual Agreement to Adjust FTE’s54
	Letter of Understanding #4 – Re: Seniority Tiebreaker56
	Letter of Understanding #5 – Re: Existing Shift Schedules / Master Work Rotations57
	Letter of Understanding #6 – Re: Leaves of Absence Under <i>Employment Standards Code</i>58
	Letter of Understanding #7 – Re: Legal Indemnification59
	Letter of Understanding #8 – Re: Workload.....60
	Letter of Understanding #9 – Re: Outbreaks and Pandemic Management61
	Letter of Understanding #10 – Re: HCA Substantial Equivalent Process.....63
	Letter of Understanding #11 – Re: COVID-19 HCA Wage Increase.....64
	Letter of Understanding #12 – Re: Alternative Line Selection Process65
	Letter of Understanding #13 – Re: Benefit Plan – Joint Committee67
	Letter of Understanding #14 – Re: Workplace Privacy.....68
38	Lockers48
5	Management Rights.....7
19	Named Holidays.....22
6	No Discrimination / Harassment7
29	Occupational Health and Safety (OHS) Committee41
15	Other Compensation20
13	Overtime17
14	Payment of Wages17
10	Performance Appraisals and Personnel Files12
8	Probationary Period10
30	Professional Fees.....42
	Purpose and Preamble1
3	Recognition of the Union.....5
35	Resignation / Termination of Employment47
9	Seniority11
17	Shift Premium21
22	Sick Leave26
16	Staffing Agencies21
34	Temporary and Casual Employees46
1	Term of Collective Agreement.....2
37	Uniforms and Protective Apparel48

TABLE OF CONTENTS (ALPHABETICAL)

<u>Article No.</u>		<u>Page No.</u>
4	Union Membership and Dues Deduction	6
36	Union Stewards.....	47
20	Vacation.....	23
18	Weekend Premium.....	22
24	Workers' Compensation.....	30
18	Weekend Premium.....	

PURPOSE AND PREAMBLE

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

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

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, and up to and including December 31, 2022, and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party to the other Party not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03
- (a) In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
 - (b) In the event any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
 - (c) Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 1.04 The parties agree that portions of the collective agreement interchange from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement as a result of this change.
- 1.05 In the event that there is a conflict between the contents of this agreement and any rule or order made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said rule or order.
- 1.06 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the ratification of Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

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

Covenant Care
President
9040- 84 Avenue
Edmonton AB, T6C 1E4
FACSIMILE # - 587- 498- 9506

and in the case of the Union to:

The President
Alberta Union of Provincial Employees
10451 – 170 Street, NW
Edmonton AB, T6K 4B2
FACSIMILE # - 780- 930- 3312

ARTICLE 2

DEFINITIONS

- 2.01 An “Employee” is an employee of the Employer covered by this Collective Agreement.
- 2.02 “Regular Employee” is one who works on a Full-time or Part-time basis on regularly scheduled shifts of a continuing nature.
- 2.03 “Full-time Employee” shall mean an Employee who is scheduled to work the full specified hours in Article 12 Hours of Work of this Agreement.
- 2.04 “Part-time Employee” shall mean an Employee who is regularly scheduled for less than the normal hours specified in Article 12 Hours of Work of this Agreement. A Part-time Employee will work a minimum of five (5) hours per shift, except as specified in this Agreement.
- 2.05 “Casual Employee” is one who is:
- (a) hired to work on an on call basis, or is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (b) relieves for absences the duration of which is three (3) months or less.
- 2.06 “Temporary Employee” is one who is hired for a period of more than three (3) months but less than eighteen (18) months for a specific job. The term of employment of such Temporary Employee may be extended by mutual agreement in writing between the Employer and the Union. The Employer may terminate the temporary position at any time by providing fourteen (14) days written notice to the Employee.
- 2.07 “Vacation” shall mean annual vacation with pay.
- 2.08 “Vacation Year” shall mean the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following calendar year.
- 2.09 “Shift” shall mean a daily tour of duty exclusive of overtime hours.
- 2.10 “Basic Rate of Pay” shall mean the applicable step in the Employee’s classification as set out in the Wage Grid, exclusive of any premium payments or allowances.

- 2.11 "Employer" shall mean Covenant Care operating St. Teresa Place.
- 2.12 "Continuous Service" shall mean the period of employment commencing on the latest date of employment for an Employee within the bargaining unit that is not interrupted by termination or dismissal.
- 2.13 "Pyramiding" shall be defined as the payment of two (2) or more premiums under different provisions of this Agreement for the same hours worked.
- 2.14 "Bargaining unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.15 "Local" means a Local of AUPE
- 2.16 "Code" means the *Labour Relations Code*, as amended from time-to-time.
- 2.17 "Employee status" shall mean the Full-time, Part-time, Temporary or Casual capacity that an Employee is employed in.
- 2.18 "Position" means: the Employee status; the classification; and the Full-time Equivalency (FTE).
- 2.19 "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment.
- 2.20 "FTE" is Full-time equivalent.
- 2.21 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.22 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.23 "Union Steward" shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 2.24 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.25 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Saturday and ends on Friday.
- 2.26 Gender, gender identity and gender expression shall mean and include the masculine, the feminine or both or neither and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.27 "Program" means the delivery of continuing care dependent on a group of health care professionals who systematically provide personal and population based preventative, curative, rehabilitative and or palliative care services with the current programs being long term care, supportive living, and dementia care.
- 2.28 The following are regulated health professionals, and who MUST hold a current practice permit pursuant to the *Health Professions Act* and regulations:
- (a) Licensed Practical Nurse (LPN) which means a person who is registered as a licensed nurse pursuant to the *Health Professionals Act* and regulations.

- 2.29 The following are unregulated health professionals:
- (a) Health Care Aide (HCA)
 - (b) Activity Aide
- 2.30 (a) "Shift Schedule" is the regularly scheduled hour of work for each employee which occur in any twenty-four (24) hour period and which is posted every four (4) weeks.
- (b) "Pick Up Shift" (additional shifts outside of an Employee's regular shift schedule) are regularly scheduled hours of work that require a replacement due to an absence or any other reason for staffing and workload.
- 2.31 "Master rotation" or "line rotation" is the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeat itself during a period no longer than twelve (12) weeks.

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 their designate.
- (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- (d) An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin or button shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.
- 3.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or when a regular Employee is not available or for the purposes of training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any regular Employee.
- It is understood that the excluded personnel has the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling shifts if no regular employee is available.
- 3.05 The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification, but shall not include the Site Leader or any other position listed in Appendix B.

- 3.06 Except in the case of an emergency, the Employee agrees to give the Union notice in writing, at least ninety (90) days prior to contracting out any work which may result in the layoff of any Employee in the bargaining unit. Discussions will commence between the parties within ten (10) days of such notice and reasonable effort will be made to provide continuing employment for affected Employees with the contractor.
- 3.07 Any student employed in the capacity as a student, under this collective agreement or any other provision like work practicum, work placement, cooperative experience program or special federal or provincial funded programs shall not replace Regular, Temporary or Casual Employees and the employment of students shall not result in the abolishment or layoff of any Employee.
- 3.08 It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union.
- 4.02 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.
- 4.03 Consistent with the payroll system of the Employer, the Union will advise the Employer of the amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a list specifying the following:
- (a) the Employee's name;
 - (b) mailing address;
 - (c) classification;
 - (d) site(s);
 - (e) Employee status; (Regular Full-time, Part-time, Temporary, Casual);
 - (f) Basic Rate of Pay;
 - (g) the amount of deduction for each Employee;
 - (h) the Employee's gross pay;
 - (i) personal phone number;
 - (j) Employee number;
 - (k) starting date;

- (l) Employees on long term absence status where applicable. Long term absence shall mean any absence in excess of six (6) months; and
- (m) unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire.

4.04 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.

4.05 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.

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

ARTICLE 5

MANAGEMENT RIGHTS

5.01 The Employer retains all rights not otherwise abrogated or restricted in this Collective Agreement.

5.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

- (a) maintain order, discipline, efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

ARTICLE 6:

NO DISCRIMINATION / HARASSMENT

6.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, national origin, ancestry, political or religious belief, gender, gender identification, gender expression, marital status, sexual orientation, place of origin, source of income, family status, physical or mental disability; nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

6.02 Subject to the duty of accommodation to the point of undue hardship, clause 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

- 6.03 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, abuse and discrimination, and support a policy of zero tolerance for violence in the workplace. The Employer shall have a Harassment Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.
- 6.04 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy in an objective, timely and sensitive manner.
- 6.05 The Manager, in consultation with the Human Resource representative, shall ensure that the complainant and respondent are informed in writing of the outcome of the harassment or discrimination investigation.
- 6.06 The Union and the Employer recognize the right of the Employees to work in a safe and secure environment and support a policy of addressing 'working alone' in the workplace. The Employer shall have a Safe Working Alone Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.
- 6.07 The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. Employees shall only speak the English language in the workplace, except in the staff room or outside the building during rest breaks, meal breaks and other unpaid time, where Employees may speak any language, or as otherwise required for the care of the resident.
- 6.08 The Parties recognize the Employees have a reasonable expectation of privacy within the workplace, subject to the rights and obligations of the Parties in the collective agreement and applicable legislation.

ARTICLE 7

IN-SERVICE EDUCATION, EMPLOYEE PROFESSIONAL DEVELOPMENT AND ORIENTATION

- 7.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.
- 7.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.
- The following in-service programs shall be compulsory for identified Employee groups and shall be provided to Employees on an annual basis:
- (a) Cardio- Pulmonary Resuscitation (CPR) including defibrillation;
 - (b) Emergency preparedness including fire, evacuation and disaster procedures;
 - (c) prevention and management of staff abuse including management of responsive behavior and / or non-violent crisis intervention;

- (d) Occupational Health & Safety matters and prevention of personal injury including musculoskeletal injury arising from repetitive movements or strains including proper lifting and prevention of back injuries;
- (e) Infection Prevention and Control (IP&C);
- (f) Dementia Care;
- (g) Risk Management;
- (h) Fall Prevention;
- (i) Least Restraint Policy;
- (j) Safe Water Temperature;
- (k) Workplace Hazardous Materials Information System (WHIMIS);
- (l) First Aid;
- (m) other education programs, as deemed appropriate by the Employer for the purpose of maintaining competency.

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

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

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

7.04 PROFESSIONAL DEVELOPMENT

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

- (a) up to two (2) days for Activity Assistants, Health Care Aides and Maintenance Workers;
- (b) up to four (4) days for Licensed Practical Nurses;

each calendar year for professional development related to skills required for the care of residents in supporting living, dementia, palliative and long-term care.

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

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

The Employer may provide in-service education programs through computer-based modules.

Employees are required to attend any such programs, during paid work time, and shall be paid their regular rate of pay for attendance.

The Employer shall insure computer-based spaces are available, preferably in a private learning environment.

ORIENTATION

- 7.05 The Employer shall provide a paid orientation for all Employees, including:
- (a) orientation for at least two (2) shift pattern (days, and / or evenings, and/or nights) that the Employer assigns the Employee to work; and
 - (b) an orientation to the site and /or Employer organization; as determined by the Employer.
 - (c) The Employee's first (1st) four (4) shifts of resident care shall be under guidance in the relevant work area and should include dementia care and safety information as applicable by classification.
- 7.06
- (a) An Employee's request for additional orientation shifts under guidance or supervision in resident care shall not be unreasonably denied and extended at the Employer's discretion.
 - (b) Employees absent from work for at least one (1) calendar year or more will be provided appropriate support to properly re-orient them to the position.
- 7.07 An Employee, absent for twelve (12) 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.
- When the Employer schedules an orientation for new Employees, the Employer shall advise the Chapter Chairperson by electronic mail and copy the Union. The Representative of the Union will confirm attendance.
- 7.08 When the Employer schedule an orientation for new Employees, the Employer shall advise the Chapter Chairperson by electronic mail and copy the Union. The representative of the Union will confirm attendance.
- A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

ARTICLE 8

PROBATIONARY PERIOD

- 8.01
- (a) An Employee shall serve a single probationary period of five hundred three and three-quarter (503 $\frac{3}{4}$) hours worked, exclusive of training, or six (6) months, whichever comes first, for each period of continuous employment not interrupted by termination or dismissal.
 - (b) The probationary period may be extended for a period up to an additional five hundred and three and three-quarter (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 and Personnel Files, the Employer shall provide a performance review of each probationary Employee at least once during their probationary period.

ARTICLE 9

SENIORITY

9.01 (a) An Employee's "seniority date" shall be the date on which a Regular or Temporary Employee's continuous service commenced within the bargaining unit (including all continuous service prior to certification), including all periods of continuous service as a Casual, Temporary or Regular Employee.

(b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01(a).

9.02 Seniority shall be considered in determining:

(a) assignment of available shift(s) and the distribution of 'additional shifts' / 'pick up shifts' by program subject to the provisions of Article 12 Hours of Work;

(b) the selection of lines in the available master rotations by Employees by program or by unit affected by a new master rotation that does not change or does change an Employee's Full Time Equivalency (FTE);

(c) preference of vacation time subject to the provisions in Article 20 Vacation by program.

(d) layoffs and recalls, subject to the provisions specified in Article 26 Layoff and Recall; and

(e) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11 Appointments, Promotions and Transfers.

(f) If an Employee is appointed to or fills a position outside the Bargaining Unit they keep their seniority but do not earn any additional seniority for the period of time they are working outside the Bargaining Unit. Should the Employee not return to their bargaining unit position within eighteen (18) months they will lose any earned seniority.

9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

(a) when the employment relationship is terminated by either the Employer or the Employee; or

(b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;

(c) if an Employee does not return to work on recall, as provided in Article 26.

9.04 (a) The Employer will maintain a bargaining unit-wide seniority list;

(b) Seniority lists will be updated and posted not less frequently than every six (6) months following the first (1st) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire.

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

ARTICLE 10

PERFORMANCE APPRAISALS AND PERSONNEL FILES

10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.

- 10.02 (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that they are 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 their personnel file.

10.03 PERSONNEL FILES

- (a) By appointment made at least forty-eight (48) hours in advance, an Employee may view their personnel file at their work site. An Employee may be accompanied by a Union Representative when viewing their personnel file.
- (b) An Employee shall be given a copy of the contents of their personnel file upon request, provided that they first pay to the Employer a reasonable fee, established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.

10.04 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, the Human Rights Commission or the Employer hired outside legal counsel or as required by law, without the written consent of the Employee.

ARTICLE 11

APPOINTMENTS, PROMOTIONS AND TRANSFERS

- 11.01 (a) The Employer shall post at the site on bulletin boards, accessible to all staff, notices of vacant positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. A copy of all postings shall be forwarded to the Union. For purposes of this clause, electronic posting of vacancies will satisfy the posting requirement, where the Employer has made arrangements for on-line access to postings.

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

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

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

- 11.04 (a) For vacancies within the bargaining unit the Employer shall give preference to qualified applicants who are member of the bargaining unit before considering applicants from outside the bargaining unit.
- (b) When making transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.
- (c) When making appointments, transfers and filling vacancies within a site, classification and Program within the bargaining unit, seniority shall generally be the deciding factor. However, the Employer maintains the right to hold a competition using the criteria set out in 11.04(b).

11.05 Employees 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. Employees may submit a request to Human Resources for feedback on a casual basis only.

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

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

11.06 An Employee who is transferred before completing their 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 their 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 their former position. At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 12

HOURS OF WORK

12.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- (a) In the case of Licensed Practical Nurses (LPN), Recreation Activity Assistants (RA), and Maintenance Workers, 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 averaged over the length of their rotation.
- (b) In the case of Health Care Aides (HCA), up to seven point five (7.5) hours per day. A full-time position (1.00 FTE) shall be thirty-seven point five (37.5) hours per week averaged over the length of their rotation.

12.02 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either
 - (i) two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven point five (7.5), or seven point seven five (7.75); and
 - (ii) one (1) unpaid rest period of thirty (30) minutes during each full working shift of seven point five (7.5), or seven point seven five (7.75).
- (b) include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each partial shift of three point seven five (3.75) or three point eight seven (3.87) hours.
- (c) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

(b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period, they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at one point five (1.5X) times their Basic Rate of Pay;

- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.03(a), at one point five (1.5X) times their Basic Rate of Pay.
- 12.04 Hours of work include day, evening, night and weekend shifts. Work schedules will vary according to rotation. A rotation is a defined period of not greater than six (6) weeks, as specified by the Employer.
 - (a) Should the Employer determine the need to change the length, times or FTE of the rotation, twelve (12) weeks' notice shall be provided. The new rotation shall be posted during these twelve (12) weeks.
 - (b) The new master rotation line selection will also occur during this same twelve (12) weeks on the basis of seniority.
- 12.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
 - (i) at least fifteen and one-half (15 ½) hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest per week averaged over a shift schedule;
 - (iii) days of rest on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five point five (55.5) hours off duty;
 - (iv) an Employee will not be scheduled to work more than six (6) consecutive shifts.
 - (b) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.
- 12.06 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12.04.
 - (b) The shift patterns which may be available are:
 - (i) permanent rotating shift of any two (2) of days, evenings or nights;
 - (ii) permanent evenings;
 - (iii) permanent nights;
 - (iv) permanent days.

Shift patterns may be changed when there is a change of the master rotation, when operational requirement support the change.
 - (c) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- 12.07 (a) Shift schedules shall be posted or available not less than twenty-eight (28) calendar days in advance.
 - (b) When the Employer requires a change in the scheduled days of work with less than fourteen (14) calendar days' notice, the Employee shall be paid at one point five (1.5X) times for all hours worked on the first shift of the changed schedule.
- 12.08 TRADING SHIFTS
 - (a) Employees may exchange shifts among themselves, provided that:

- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
- (c) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement and shall not result in additional costs for the Employer.

12.09 When an Employee reports for work as assigned, and is directed by the Employer to leave, they shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at their Basic Rate of Pay.

If the Employer requests, and if the Employee agrees to stay and work, they will be guaranteed four (4) hours of work at the applicable rate of pay.

12.10 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

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

12.12 Part-time Employees may pick up extra shifts in addition to their regularly scheduled shifts up to the full time equivalent for their classification.

- (a) A Part-time Employee may submit in writing their willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing, for additional shifts with the consent of the Part-time Employee;
- (b) The Part-time Employee shall submit their availability on a monthly basis to the Employer;
- (c) Where there are available shifts the Employer shall distribute the additional shifts to Part-time Employees with first preference and opportunity, consistent with the principles of seniority and submitted availability; and

The Employer shall contact each Part-time Employee who has provided availability for the shift to be filled, using provided preferred contact information (home telephone number, cellular telephone number including texting or electronic mail address); and

- (d) if available shifts are not filled as outlined above, then to Casual Employees on a fair rotational basis;
- (e) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.
- (f) Extra shifts picked up by the Employees shall not be deemed a violation of the scheduling provisions of this Clause.

12.13 This Article applies to Casual Employees except Clause 12.05, 12.06, 12.07 and 12.08.

ARTICLE 13

OVERTIME

13.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of:

(i) seven and three-quarter (7¾) hours per day for Licensed Practical Nurses (LPN), Recreation Activity Assistants (RA), and Maintenance Workers; and

(ii) seven and a half (7½) hours per day for Health Care Aides.

13.02 The overtime rate of one and a half (1.5X) times the Basic Rate of Pay for the first two (2) hours worked in a shift and two (2.0X) times the Basic Rate of Pay shall be paid for all overtime worked thereafter.

13.03 Where an Employee works overtime on a Named Holiday it shall be at a rate of two (2.0X) times the Basic Rate of Pay for overtime hours worked and clauses 19.02 and 19.03 shall not apply.

13.04 Overtime may be accumulated upon request and taken in time off at a mutually acceptable time at the applicable premium rate. Such accumulation shall not exceed thirty-eight (38) hours. Time off not taken by the last pay period of March in any given year shall be paid out unless otherwise mutually agreed by the Employee and the Employer.

13.05 In the event an Employee works three (3) hours or greater of overtime, the Employee shall be provided with a meal allowance of not greater than twenty (\$20) dollars and will be paid upon presentation of receipt for meal purchase.

ARTICLE 14

PAYMENT OF WAGES

14.01 (a) The Basic Rates of Pay as set out in the Wage Grid shall be applicable to all Employees covered by this Collective Agreement.

(b) Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

(c) The Employer shall, on every payday, provide to each employee a statement of wages of their pay period stating:

(i) the hours worked;

(ii) the Employee's wage rate and where the rate varies, the hours worked at each rate, plus an accumulated figure of hours worked;

(iii) the hours worked by the Employee for which payment of wages is made at the overtime wage rate, and the overtime wage rate;

(iv) any qualification differential, premium, allowance or other payment to which the Employee is entitled;

(v) the amount of each deduction from the earnings of the Employee and the purpose of each deduction;

(vi) the amount being received by the Employee;

- (vii) sick leave credits used within the pay period and accumulated balance;
 - (viii) other leave hours used within the pay period and accumulated balance;
 - (ix) vacation hours taken within the pay period and accumulated balance.
- (d) The statement shall be provided to Employees through electronic means rather than through a paper copy. The Employer will provide information to Employees on how to access their statement of wages.
 - (e) Employees who are away from the worksite for two (2) or more consecutive pay periods may request a paper statement of wages.

14.02

Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following the equivalent of one year of full-time service. This increment will be processed:

- (a) In the case of Recreation Activity Assistants, Maintenance Workers, and Licensed Practical Nurses after two thousand twenty-two point seven five (2,022.75) hours paid at the Basic Rate of Pay; and
- (b) In the case of Health Care Aides, one thousand nine hundred, fifty-seven point five (1,957.50) accrued hours paid at the Basic Rate of Pay.
- (c) For clarity, hours counted towards an Employee's next increment include hours worked as follows:
 - (i) regular shifts;
 - (ii) relief or extra shifts;
 - (iii) paid education shifts;
 - (iv) paid Statutory Holidays and worked Statutory Holidays;
 - (v) paid Vacation days;
 - (vi) all paid absences.

14.03

When an Employee is transferred to a classification with a higher rate of pay, the Employee 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, the Employee 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; their salary shall be adjusted immediately to the pay step in the lower pay range that recognizes their 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 their own, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than their previous Basic Rate of Pay, or for a period of eighteen (18) months, whichever is earlier, at which time they will then receive the Basic Rate of Pay for the classification to which the position is allocated.

14.05 RECOGNITION OF PREVIOUS EXPERIENCE

When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted retroactive to the date the Employee provided proof of previous experience, as follows:

- (a) Experience prior to a three (3) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one-on-one basis, up to the top increment in the wage grid.
- (c) The Employer may recognize experience if more than a three (3) years lapse has occurred and the Employee has fulfilled the licensing requirements of the *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 (a) OVERPAYMENT

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

(b) UNDERPAYMENT

Should the Employer issue an Employee an underpayment of wages and / or entitlements, then the Employer may make the necessary monetary or entitlement adjustments within five (5) working days and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an underpayment has been made and discuss repayment options with interest.

ARTICLE 15

OTHER COMPENSATION

15.01 PRECEPTOR PAY

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

15.02 PRACTICUM PAY

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

15.03 Employees are eligible to receive only one payment under 15.01 and 15.02.

15.04 The In Charge Pay Premium will be applicable to an Employee who is employed as and working in their professional capacity as a Licensed Practical Nurse and is assigned in-charge by an Exempt Manager of the Employer to perform the functional In-Charge responsibilities for the building or for the unit.

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

15.05 TEMPORARY ASSIGNMENT PAY

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

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

ARTICLE 16

STAFFING AGENCIES

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

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

ARTICLE 17

SHIFT PREMIUM

17.01 EVENING SHIFT

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

Effective January 1, 2022 - two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours, provided that at least two (2) hours is worked between fifteen hundred (1500) hours to zero twenty-three hundred (2300) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

17.02 NIGHT SHIFT

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

Effective January 1, 2022 - four dollars and fifty cents (\$4.50) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours, provided that at least two (2) hours is worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;
- (c) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

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

17.04 Where applicable, an Employee shall be paid both Shift Differential and Weekend Premium in addition to regular pay and overtime pay.

ARTICLE 18

WEEKEND PREMIUM

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

ARTICLE 19

NAMED HOLIDAYS

- 19.01 Regular Full-time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:
- | | |
|--------------------|------------------|
| New Year's Day | Labour Day |
| Alberta Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- August Civic Holiday
- any day proclaimed to be a holiday by:
- (i) The Government of the Province of Alberta; or
 - (ii) The Government of Canada
- 19.02 Employees obligated to work on the Named Holiday shall receive one and one-half (1½X) times the Basic Rate of Pay for all hours worked.
- 19.03 Regular Full-time Employees who work on a Named Holiday, shall receive a mutually agreed day off with pay within thirty (30) days following the Named Holiday or during such longer period as may be mutually agreed upon.
- 19.04 An Employee obliged to work on Christmas Day shall be paid for all hours work on the Named Holiday at two (2X) times the Employee's Basic Rate of Pay plus:
- (a) an alternate day off at a mutually agreed time; or
 - (b) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (c) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.

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

ARTICLE 20

VACATION

20.01 Vacation Entitlement

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

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

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

20.02

Time of Vacation

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

ARTICLE 21

EMPLOYEE HEALTH BENEFIT AND INSURANCE GROUP PLANS

21.01

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

- (a) Covenant Care Benefit Plan, inclusive of:
 - (i) Group Life Insurance (Basic);
1X annual salary to a maximum of \$300,000.00;
Dependent Life Insurance (\$10,000 for spouse and \$5,000 for the child);
 - (ii) Accidental Death and Dismemberment (Basic);
1X annual salary to a maximum of \$300,000.00

(iii) Short-term Disability

Short-term Disability income replacement for a period of up to seventeen (17) weeks during a qualifying disability equal to sixty-six and two-thirds (66.67%) percent of the first \$575 of weekly earnings plus fifty percent (50%) of the balance 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 exhausting of sick leave 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 (66.67%) percent of the first (\$2,500) of monthly earnings plus fifty percent (50%) of the balance to the established maximum following a seventeen (17) week elimination period;

(v) Dental plan which provides for the reimbursement of fifty (50%) per cent of eligible Basic Services, fifty (50%) per cent of eligible Extensive Services per calendar year to a combined maximum annual reimbursement of one thousand (\$1,000) dollars per insured person.

(vi) Supplementary Benefits Plan that includes:

- Direct Billing electronic pay card;
- Prescription drugs – sixty (60%) percent reimbursement of total costs up to two thousand (\$2,000) dollars per year and eighty (80%) percent thereafter;
- Hospital Services – one hundred (100%) percent reimbursement
- Out of Country coverage
- Paramedical Services – Thirty-five (\$35.00) dollars per visit up to a combined total of five hundred (\$500.00) dollars per year.

(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 the Employee has the required medical substantiation.

21.02

Enrollment by:

- (a) Regular Full-time Employees;
- (b) Regular Part-time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) Temporary Employees whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule:

- (i) whose anticipated term of temporary employment is six (6) months or longer; or
- (ii) who has completed six (6) months of continuous service as a Temporary Employee and will continue to be employed as a Temporary Employee.

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

21.03 Registered Retirement Savings Plan (RRSP)

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

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

Flex benefit credit amounts are eight hundred dollars (\$800) per year.

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

22.01 Sick leave is provided by the Employer as a form of insurance, for the purpose of maintaining regular earnings during absences due to illness or accidents for which compensation is not payable under the *Workers' Compensation Act* or for quarantine by a Medical Officer of Health.

- 22.02 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 22.03 After an Employee has completed their probationary period, they shall be allowed a credit for sick leave from the date of employment at the rate of one (1) working day for each full month of employment up to a maximum credit of forty-five (45) working days, provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of their probationary period.
- Sick leave shall not accrue during periods of the following absences, which exceed thirty (30) calendar days:
- (a) illness;
 - (b) injury;
 - (c) layoff;
 - (d) leave of absence;
 - (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan;
 - (f) periods while in receipt of compensation from the Workers' Compensation Board.
- 22.04 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer. After three (3) consecutive days of sick leave, or upon mutual agreement between the Union and the Employer, to which the Union shall not reasonably deny, Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave.
- The Employee shall be reimbursed for the fee incurred by the Employee for submitting satisfactory proof of any claim for sick leave.
- 22.05 Subject to Clauses 22.01, 22.02 and 22.03 above, an Employee granted sick leave shall be paid, at their Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 22.06 When an Employee has accrued the maximum sick leave credit identified in 22.03 they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.
- 22.07 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave.
- Employees may be required to submit satisfactory proof of such appointment. Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.
- The Employee shall be reimbursed for the fee charged for the provision of satisfactory proof of such appointments.

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

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

- (b) In the event an illness or injury preventing an Employee from performing their usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of their claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Clause 22.05 until the Employee has recovered sufficiently to permit the resumption of their usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

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

22.10 RETENTION AND PORTABILITY

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

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

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

DUTY TO ACCOMMODATE

- 22.12 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Sub-Clause 25.01(b)(v), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when they shall be expected back to work and shall provide the Employer with twenty-eight (28) days' written notice of their readiness to return to work and:
- (a) if an Employee is capable of performing the duties of their former position, they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to the Employee prior to their disability;
 - (b) if an Employee is incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, an effort to accommodate to the point of undue hardship shall be made by the Employer to place the Employee in an available or modified position that they are capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
 - (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to section (a), or
 - (ii) for whom, after an effort to accommodate to the point of undue hardship having been made pursuant to section (b), alternate employment is not available,it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.

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

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

ARTICLE 23

CALL BACK

23.01 Maintenance Workers who are called back to work shall be paid an additional three dollars (\$3.00) per hour in addition to the applicable rate of pay and any applicable Premiums, for the period of time they are called back and are at work. Each call shall have a minimum of four (4) hours.

ARTICLE 24

WORKERS COMPENSATION

- 24.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10th) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that one-tenth (1/10th) day can be deducted from sick leave credits following which time the Employee will be deemed to be on leave without pay pursuant to Article 22 Sick Leave.
- (b) For the purpose of Article 24, full net take home pay shall be calculated at the Basic Rate of Pay for hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in 24.01(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.
- 24.02 An Employee receiving compensation benefits under Clause 24.01 shall be deemed on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments;
- (b) cease to earn personal leave credits and vacation credits subject to Clauses 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 their 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 the Employee immediately prior to the disability with benefits that accrued to them prior to the disability.
- (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer of their readiness to return to work. The Employee shall be accommodated whenever possible taking into consideration their restrictions and limitations.

- (c) incapable of performing the duties of their former classification, may make application for any benefits for which they are eligible under Employee Benefits Plans or Personal Leave, in accordance with Articles 21 or 22
- 24.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and / or scheduling provisions of Articles 11 (Appointments, Promotions and Transfers) and 12 (Hours of Work).
- 24.05 At the time it is determined that an absence due to injury which is compensable pursuant to the *Workers' Compensation Act*, is expected, or will continue for a period in excess of six (6) months from the date of onset of the condition, the Employer will provide the Employee with the appropriate form to submit a pending claim to the underwriter of the long-term disability income insurance.
- 24.06 The Employee shall keep the Employer informed of the prognosis of their condition on a schedule set by the Employer and the Employee.

ARTICLE 25

LEAVE OF ABSENCE

25.01 GENERAL LEAVE WITHOUT PAY

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

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

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

25.02 MATERNITY, PARENTAL, ADOPTION LEAVE

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

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

MATERNITY LEAVE

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

PARENTAL/ADOPTION LEAVE

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

- (e) Parents will still be eligible for the Adoption Leave if medical reasons, or circumstances related to adoption, prevent the employee from giving six (6) weeks' notice. When this happens, written notice must be given to the Employer as soon as possible.

25.03

BEREAVEMENT LEAVE

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

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

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

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

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

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

- (d) The Employer may request reasonable evidence of eligibility of bereavement leave.

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

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

25.04

COURT DUTY

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

25.05

COMPASSIONATE CARE LEAVE

After ninety (90) days of employment:

- (a) An Employee, shall upon written request, giving fourteen (14) calendar days' notice or as soon as reasonably possible, be granted leave without pay for up to a maximum of twenty-seven (27) weeks for the purpose of providing care, non-primary care or support to a gravely ill or dying family member. Family member includes those for whom the Employee would be eligible for the Compassionate Care benefit under the Employment Standards Code.

- (b) In order to receive Compassionate Care Leave, the Employee shall provide a Medical Certificate from the family member's physician indicating the family member has a serious medical condition with a significant risk of death within twenty-seven (27) weeks.
- (c) A Regular Employee shall continue to be covered according to the Health Benefit plan and policy conditions throughout the period of Leave Without Pay. The Employee shall be responsible for the full payment of all premiums (both Employer and Employee share).

25.06 EDUCATION LEAVE

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

25.07 MILITARY LEAVE

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

25.08 UNION REPRESENTATIVE LEAVE

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the applicable Manager for approval. The application for leave will be made in writing with as much advance notice as possible, but not less than two (2) weeks, except that in extenuating circumstances the time factor may be waived or reduced.
- (b) Subject to operational requirements, the Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.
- (d) One (1) Employee or more employees, who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority and position. If it is permissible under the group health and life plans and any other plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of eighteen (18) months. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

25.09

NEGOTIATIONS

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

25.10

PERSONAL AND FAMILY RESPONSIBILITY LEAVE

Two (2) Personal Leave Days with pay are provided by the Employer to cover absences due to family responsibilities including caring for the illness of family members, including attending appointments with family member or other personal or domestic matters (not including bereavement).

An additional three (3) Personal Leave Days without pay may be granted upon request. An Employee may be required to submit satisfactory proof to the Employer demonstrating the need for Personal 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 workplace; 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 Employee will notify the affected Employee(s) at least fourteen (14) calendar days prior to the date of layoff, except the fourteen (14) day notice shall not apply where layoff results from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- (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 of notice based on regularly scheduled hours worked during this period shall be paid to affected Employees.
- (c) The Employer shall notify an Employee with at least fourteen (14) calendar days notice, who is to be laid off and thereafter in accordance with the length of time the Employee has been employed by the Employer.
 - (i) For employees employed with the Employer for five (5) years or less - at least fourteen (14) calendar days prior to the date of layoff;
 - (ii) For employees employed with the Employer for six (6) to ten (10) years - at least twenty-one (21) calendar days prior to the date of layoff;
 - (iii) For employees employed with the Employer for ten (10) or more years - at least twenty-eight (28) calendar days prior to the date of layoff.
- (d) If an Employee is laid off and they are not provided with notice of lay-off as specified in (c) above, then the Employees shall be paid a sum of money that is at least equal to the wages that they would have earned if the Employee had worked their regular hours of work for the period of notice applicable to the Employee under clause (c) above.

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 their current classification; or
 - (ii) been placed in a different classification in their current pay grade, either at the same or a lower FTE as their current position; or
 - (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as their 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 Clause 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 their retention options according to this Article, provided the Employee has the requisite job-related skills, training, knowledge and other relevant attributes to perform the work required in the retention options.
- (b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

26.06

VACANCIES

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

- (a) vacant position(s) which shall be comprised of:
 - (i) the Employee's same classification, shift pattern, and FTE in the same program;
 - (ii) the Employee's same classification and FTE;
 - (iii) the Employee's same classification but lower FTE; and
 - (iv) a different classification in the Employee's same or a lower pay grade, either at the same or a lower FTE.
- (b) An Employee who declines a vacant position pursuant to Clause 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 Clause 26.07(a) below.

26.07

DISPLACEMENT

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

- (a) an occupied position. Such displacement shall affect a less senior Employee in a position comprised of:
 - (i) the Employee's same classification, shift pattern;
 - (ii) the Employee's same classification;

- (ii) the Employee's same classification and FTE;
 - (iv) the Employee's same classification but lower FTE; and
 - (v) a different classification in the Employee's same or a lower paygrade, either at the same, or lower FTE.
 - (b) An Employee who declines displacement under Clause 26.07 shall be laid off and placed on recall.
- 26.08 An Employee who has been presented with retention options under Clause 26.05(a) shall have seventy-two (72) hours from the date of the consultation meeting to advise the Employer of their decision under Clauses 26.06 or 26.07.
- 26.09 Where an Employee is placed in a vacancy or displaces into an occupied position pursuant to Clauses 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 their rights under this Article shall be entitled to exercise their rights in accordance with Clauses 26.05 to 26.08.
- 26.12 The operation of this Article, including revision to shift schedules caused by a reduction under Clause 26.03, shall not constitute a violation of the terms of this Collective Agreement.
- 26.13 LAYOFF
- An Employee who elects to:
- (a) exercise their rights under Clauses 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 their rights under Clauses 26.06 and 26.07, shall be considered to be on full layoff, with recall rights.
- 26.14 Other than for the continuation of the seniority held at the time of full layoff, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on full layoff shall be limited to the right of recall under this Article.
- 26.15 Employee Benefit Coverage During Layoff
- Employees on full layoff, such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans specified in Article 21 Employee Benefit Plan, provided that the Employee makes arrangements prior to their date of layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs.
- 26.16 (a) Where an Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11 Appointments, Promotions and Transfers. Application for such postings shall be open to all Employees, including those Employees on layoff.

(b) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff from the site where the vacancy exists shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work involved.

(c) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.

26.17

(a) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twenty-four (24) month period shall be suspended during their 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 Clause 26.16 will expire if the Employee refuses recall to a position with the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs.

26.18

CASUAL SHIFTS

(a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.

(b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where resident care requirements are such that this order is not possible:

(i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;

(ii) Casual Employees who have indicated their willingness to work additional shifts pursuant to Article 12 Hours of Work.

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

ARTICLE 27

DISCIPLINE AND DISMISSAL

- 27.01 The Employer may discipline, suspend or dismiss an employee for just cause only, except for the dismissal of a probationary Employee.
- Unsatisfactory conduct or performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The Union shall not deny a request by the Employer to extend the timelines due to availability of persons identified by the Employer to be interviewed. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 27.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action or suspension or dismissal shall be within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act, giving rise to the suspension or dismissal. The Union shall not deny a request by the Employer to extend the timelines due to unavailability of persons identified by the Employer to be interviewed. When action involves a suspension, the notice shall specify the time period of the suspension.
- 27.03 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that their 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 their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- In the event, an Employee is reported to their licensing body, by someone other than the Employer, the Employee shall advise the Employer of such and the Employee may copy the Union on such notification.
- 27.07 An Employee absent for three (3) consecutive work days without good and proper reason and without notifying the Employer shall be considered to have terminated their Employment with the Employer.

27.08 For the purposes of this Article, periods of time referred to in days shall be deemed to mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays, which are specified in Article 19.

ARTICLE 28

BULLETIN BOARD SPACE

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

ARTICLE 29

OCCUPATIONAL HEALTH AND SAFETY (OHS) COMMITTEE

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

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

(b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union and other bargaining groups, prior to circulation and posting.

(c) The purpose of the Occupational Health and Safety Committee is to consider such matters including safety inspections, hazard identification and reporting, hazard controls including working alone and training, and recommendations for improved workplace safety.

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

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

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

- (e) Should an Occupational Health and Safety issue not be resolved by the Committee, the issue shall be referred to the Resident Experience Director or designate. A resolution meeting between the Committee and the Resident Experience Director, or their designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the Resident Experience Director. The Resident Experience 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 Licensed Practical Nurses, upon proof of registration, the Employer will reimburse registration fees up to a maximum of two hundred (\$200) dollars for all Regular Full and Part time employees.

ARTICLE 31

COPIES OF THE COLLECTIVE AGREEMENT

31.01 Within sixty (60) days of the signing of this Collective Agreement, the Employer shall provide each Employee with the location and digital address where the electronic copy of the collective agreement may be viewed.

31.02 The Employer shall provide the location and digital address where the electronic copy of the collective agreement may be viewed to each new Employee upon appointment.

31.03 A paper copy of the Collective Agreement will be provided upon request. 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 final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement in electronic form.

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 Clause 32.05.
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 1 and processed in the same manner as an individual grievance as outlined in Clause 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 their work without obtaining approval from their supervisor which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of their 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 their 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 their 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 Administrator 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 Administrator 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 (Resident Experience Director or Designate)

Within ten (10) days of the reply from the Site Administrator or designated representative, the Employee shall submit the grievance in writing to the Resident Experience Director or the designated representative. The Resident Experience Director or their 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 Resident Experience Director or their 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 Clause 32.06 (a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an Arbitration Board; or
 - (ii) arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.

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

32.07

Optional Mediation

The Parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Clause 32.05, either Party may request that a Mediator be appointed to meet with the Parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the Parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both Parties.
- (e) The grievance may be resolved by mutual agreement between the Parties.

ARTICLE 33

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

33.01

- (a) An Employee-Management Advisory Committee (EMAC) shall be established within three (3) months of the signing of the Collective Agreement. The Union Representative shall provide the names of up to three (3) elected Employees and the Employer shall provide the names of up to three (3) appointed representatives to sit on the EMAC.

- (b) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matters related to employment, not covered within the Collective Agreement.
- (c) A Chair shall be elected from amongst the Committee. The Committee shall meet at least quarterly (every three (3) months) at a regularly appointed time, and within ten (10) days of receiving written description of the issue regarding resident care including staffing, workload and professional responsibility.
- (d) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept and posted on the Union bulletin board. The Minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.

33.02 Where the Parties have an established mechanism that performs the functions of the EMAC as described in Clause 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 Clause 33.01(a).

33.03 An Employee shall be paid their Basic Rate of Pay for attendance at these Committee meetings.

ARTICLE 34

TEMPORARY AND CASUAL EMPLOYEES

34.01 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.

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

Article Number	Title
1	Term of Collective Agreement
2	Definitions
3	Recognition
4	Union Membership and Dues Deduction
5	Management Rights
6	No Discrimination / Harassment
7	In-Service and Employee Professional Development and Orientation except for Clause 7.04
8	Probationary Period
10	Performance Appraisals
11	Promotions and Transfers
12	Hours of Work as amended in Clause 12.13
13	Overtime
14	Salaries
17	Shift Premium
18	Weekend Premium
19	Named Holidays – only Clauses 19.02 and 19.09
20	Annual Vacation – only Clause 20.01
23	Call Back
24	Workers' Compensation

- 25 Leaves of Absence
- 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
- 35 Resignation / Termination of Employment
- 36 Union Stewards
- 37 Uniforms and Protective Apparel
- 38 Lockers
- 39 Handling Cash Receipts and Disbursements

34.03 WORKERS' COMPENSATION

Workers' Compensation Board coverage will be provided by the Employer for an Employee.

ARTICLE 35

RESIGNATION / TERMINATION OF EMPLOYMENT

- 35.01 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 their desire to terminate their employment.

ARTICLE 36

UNION STEWARDS

- 36.01 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 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.

- 36.02 (a) The Union agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time except with permission.
- (b) The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources Office or immediate Supervisor who is not within the scope of this Collective Agreement. Such approval shall not be unreasonably denied.

- 36.03 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.

36.04 The Union reserves the right to assign a Union Steward to represent a work area that has no Union Stewards.

ARTICLE 37

UNIFORMS AND PROTECTIVE APPAREL

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

ARTICLE 38

LOCKERS

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

ARTICLE 39

HANDLING CASH RECEIPTS AND DISBURSEMENTS

- 39.01 An Employee whose work responsibilities include handling cash will exercise caution and care in balancing receipts and disbursements but shall not be required to reimburse the Employer for shortages unless the Employee is disciplined or terminated with just cause for theft (subject to the grievance procedure).
- 39.02 If there are recurring cash shortages, the Employees and the Employer will cooperate in measures to reduce shortages.

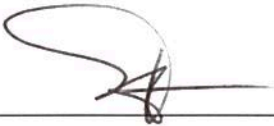
APPENDIX A
WAGE GRID

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Health Care Aides (HCAs)	\$20.02	\$21.06	\$21.75	\$22.40	\$23.14	\$23.64	\$24.34	\$25.08
Licensed Practical Nurse (LPNs)	\$26.58	\$27.74	\$28.84	\$29.97	\$31.09	\$32.17	\$33.47	\$34.80
Maintenance	\$29.20	\$30.97						
Recreation Activity Assistant	\$24.00	\$25.01	\$26.03	\$27.04	\$28.16			

Signing bonus of \$500.00 for Regular Employees, prorated to FTE as of date of payment. This is payable to Employees who are actively working at the site as of the payment date. This lump sum to be paid by September 1, 2021.


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

ON BEHALF OF THE EMPLOYER



DATE: Nov. 22/21

ON BEHALF OF THE UNION



DATE: November 17, 2021


APPENDIX B

Bargaining Unit Exclusions

The parties agree that the following positions are excluded from the Bargaining Unit. Persons who perform managerial duties or perform in a confidential capacity regarding Labour Relations, including the following classifications:

- Resident Care Manager (Supportive Living Clinical Leader)
- Clinical Educator
- Chaplain
- Recreation Therapist
- Social Worker
- Administrative Assistant (Supporting Living Administrative Assistant)
- Volunteer Coordinator
- LPN Lead (LPN Coordinator)

ON BEHALF OF THE EMPLOYER



DATE: Nov. 22/21

ON BEHALF OF THE UNION



DATE: November 17, 2021

LETTER OF UNDERSTANDING #1

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: 2022 Wage Adjustment Process

In the event that Alberta Health Services negotiates an increase in 2022 affecting the auxiliary nursing, general support services, professional technical or nursing agreements, the rates of pay in the affected classifications for the Covenant Care agreements shall be adjusted to match the rates after such increases are applied. If the negotiated increase would result in the rate still not matching AHS, the full rate increase shall be applied.

The effective date shall be the date as negotiated by the AHS and its respective unions.

By way of example: If there are rollbacks in the AHS rates, no negotiated general increase or the increase results in a rate that is less than the current rate of pay, the rates in the Covenant Care agreements shall not be impacted.

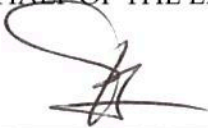
However, if there is an increase in the AHS rates that it will be applied to the rates at Covenant Care the rates will be adjusted to the amount negotiated not to exceed AHS rates for the affected classifications.

For example, if there is to be a 1% increase to the rates in auxiliary nursing, the HCA and LPN rates shall be increased to match the new rates of pay at each step of the grid. Therefore, if a 1% increase is applied to the rate of an LPN at top rate at AHS earning \$34.63 it amounts to \$0.34, so they will be earning \$34.97 after the increase is applied. For an LPN at top rate at Covenant Care who is earning \$34.80 their rate will be adjusted to match the rate paid by AHS resulting in a \$0.17 increase to \$34.97.

Should AHS employees receive an increase in any of their bargaining units in 2022 that impact the classifications as outlined below, the Covenant Care employees would receive the increase to move to the same rates of pay received in the Collective Agreements in which their Classification is found.

Union	Agreement	Classification
AUPE	Auxiliary Nursing	LPN (SMM)
		HCA (SMM)
AUPE	General Support	Activity Aide
		Maintenance
		Unit Clerk
		Admin (SMM)
		Cook I (CV)
		Cook II (CV)
		Food Service Worker (CS)
		Housekeeping (CV)
		Reception (SMM)
UNA	Nursing	RN (SMM)
HSA	Professional/Technical	Dietician I
		Occupational Therapist I
		Social Worker II

ON BEHALF OF THE EMPLOYER



DATE: Nov. 22/21

ON BEHALF OF THE UNION



DATE: November 17, 2021

LETTER OF UNDERSTANDING #2

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Regulation of Health Care Aides

WHEREAS the Government of Alberta introduced legislation in December 2020 to regulate the Health Care Aides (HCA) in Alberta under the *Health Professions Act*; and

WHEREAS the HCAs are currently registered on the Health Care Directory; and

WHEREAS the date of regulation has not been announced and is therefore unknown to the Parties;

THEREFORE, should the Government institute regulation of HCAs during the course of this Collective Agreement, the Parties agree to the following:

- (1) The Parties agree to meet within sixty (60) days of the legislation coming into full force and effect to discuss the negotiation and application of the Articles of Collective Agreement which may apply if HCAs are declared "health professionals" including but not limited to:
 - (a) Article 2 -Definitions;
 - (b) Article 7 – In-Service Education, Employee Professional Development and Orientation;
 - (c) Article 26 – Layoff and Recall;
 - (d) Article 27 - Discipline and Dismissal;
 - (e) Article 30 - Professional Fees; and
 - (f) Any other Article that may be directly affected by the change in regulation.
- (2) The re-negotiation of the Articles set out in #1, shall be limited to the effect of the change in status of the HCAs.


ON BEHALF OF THE EMPLOYER



DATE:

Nov. 22/21

ON BEHALF OF THE UNION



DATE:

November 17, 2021

LETTER OF UNDERSTANDING #3

BETWEEN
COVENANT CARE
ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Mutual Agreement to Adjust FTE's

WHEREAS the Parties see the mutual value in:

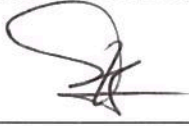
- Providing Employees with confirmation of their full-time equivalency (FTE):
- Defining approaches to enable the adjustment of FTEs for Employees where mutually agreed; and
- Developing larger FTEs and more full-time positions;

The Parties agree as follows:

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

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

ON BEHALF OF THE EMPLOYER



DATE: Nov. 22/21

ON BEHALF OF THE UNION



DATE: November 17, 2021

LETTER OF UNDERSTANDING #4

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Seniority Tiebreaker

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

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

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

ON BEHALF OF THE EMPLOYER



DATE: Nov. 22/21

ON BEHALF OF THE UNION



DATE: November 17, 2021

LETTER OF UNDERSTANDING #5

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Existing Shift Schedules / Master Work Rotations

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

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

ON BEHALF OF THE EMPLOYER



DATE:

Nov. 22/21

ON BEHALF OF THE UNION



DATE:

November 17, 2021

LETTER OF UNDERSTANDING #6

BETWEEN
COVENANT CARE
ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Leaves of Absence Under *Employment Standards Code*

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

Critical Illness Of A Child Leave

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

Death Or Disappearance Of A Child Leave

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

Citizenship Ceremony Leave

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

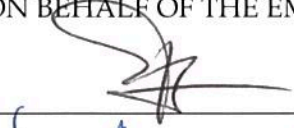
Personal And Family Responsibility Leave

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

Domestic Violence Leave


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

ON BEHALF OF THE EMPLOYER



DATE: Nov 22 / 21

ON BEHALF OF THE UNION



DATE: November 17, 2021

LETTER OF UNDERSTANDING #7

BETWEEN
COVENANT CARE
ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

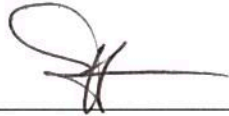
RE: Legal Indemnification

The Employer will maintain comprehensive general liability insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

When required, the Employer will provide proof of insurance to Employees to provide to their regulatory body. The Employer will provide a letter to the Union confirming that insurance is complete.

Such indemnification will not apply if the Employer determines that the Employee failed to act in good faith while performing their duties and responsibilities.


ON BEHALF OF THE EMPLOYER



DATE:



ON BEHALF OF THE UNION



DATE:

November 17, 2021

LETTER OF UNDERSTANDING #8

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

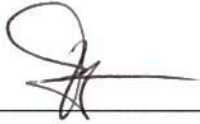
RE: Workload

An Employee shall have the right to file a written complaint regarding their workload. Workload complaints shall be filed directly to the manager, or designate, who shall meet with the Employee and a representative of the Union, if so desired by the Employee, to discuss and resolve the specifics of the complaint.

Should the manager and the Employee be unable to resolve the complaint the matter can be subject to the grievance procedure up to and including arbitration.

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

ON BEHALF OF THE EMPLOYER



DATE: Nov 22/21

ON BEHALF OF THE UNION



DATE: November 17, 2021

LETTER OF UNDERSTANDING #9

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Outbreaks and Pandemic Management

The following provisions apply when there has been a declaration by the Chief Medical Officer of Health of Alberta, or Alberta Health Services, that an Outbreak or a Pandemic is occurring.

1.01 When an outbreak occurs, or a pandemic announced by Alberta's Chief Medical Officer of Health, the Employer and the Employees must take all reasonable steps, including training, to protect Employees and Residents and to prevent the spread of infection.

1.02 The Parties agree that the Employer owes all Employees a duty of care at all times. A duty of care is the responsibility of a person or organization to avoid any behaviors or omissions that could reasonably be foreseen to cause harm to others.

The Parties agree the Employees have an obligation to follow all the training, policies, procedures, and directives as set out by the Employer, Alberta Health Services and Alberta Health.

1.03 The Employer will follow the isolation and quarantine recommendations set by the Alberta Health Services and Alberta Health.

PANDEMIC/OUTBREAK LEAVE

1.04 The Employer must provide one paid Pandemic/Outbreak Leave for all Employees who:

1. Are required by the Employer, by law, or by the Chief Medical Officer of Alberta or Canada to self-isolate or quarantine.
2. Are required by their Employer, by law, or by the Chief Medical Officer of Alberta to be tested for an infectious disease.
3. Have a family member residing with them who is required by their Employer, by law, or by the Chief Medical Officer of Alberta to self-isolate or quarantine.
4. Has health issues related to the outbreak/pandemic that would otherwise be covered by Sick Leave.
5. Are required to provide care for a family member residing with them who have health related issues related to the outbreak/pandemic.

1.05 Vaccinations

No Employee will be denied pay because they have not received the applicable vaccination because of a medical or religious exemption and are therefore unable to attend work during an outbreak of a contagious disease that requires Employees to be vaccinated. The Employer may request proof of the exemption, and upon receipt of the proof, appropriate accommodations will be provided.

1.06 Single Site/Single Employer Restrictions

If the Employer, Alberta Health Services or Alberta Health determines it necessary to restrict Employees by limiting their ability work for another Employer the following applies:

1. The Employer must provide the Employee a letter outlining the restriction for the Employee to share with the other Employer(s).
2. The Employer must ensure the Employee is kept whole by maintaining their Employment up to 100% of their total hours of work in health care, up to Full-time Employment, because of hours of work lost due to the restriction. The Employer is not obligated to create work to meet this obligation.
3. The Employee agrees to provide proof of hours worked for another Employer.

1.07 Work Location or Unit Restriction

If the Employer determines it necessary to restrict an Employee’s ability to work at another location of the Employer, including another Unit, that Employee must be kept whole in all regards.

1.08 Restrictions by Another Employer

In the event there is a Single Site order declared by Alberta Health Services or Alberta Health, the Employer will grant an unpaid Leave of Absence to Employees for the duration of the order. The Employer may fill the Employee’s position while they are on leave but guarantees an equivalent job upon their return.

1.09 Personal Protective Equipment

The Employer must maintain an adequate supply of Personal Protective Equipment for all Employees in the event of an outbreak or pandemic.

1.10 Vacation during Pandemic

In the event vacation requests are restricted due to a pandemic, the Employer must permit the carryover of Vacation leave to the following year.

1.11 Additional Funding by Federal or Provincial Government

Supplemental funding provided to the Employer by the Federal or Provincial Government and earmarked for Employee compensation must be applied to Employees working in the defined classifications in the defined areas.

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

ON BEHALF OF THE EMPLOYER



DATE: Nov. 22 / 21

ON BEHALF OF THE UNION



DATE: November 17, 2021

LETTER OF UNDERSTANDING #10

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

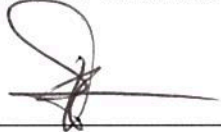
ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: HCA Substantial Equivalent Process

COVID-19 is causing a shortage of Health Care Aide throughout the province, Alberta Health currently permits HCAs educated outside of Alberta to work as HCAs before the substantial equivalency process is complete.

The Employer confirms they are not currently hiring HCAs educated outside of the province of Alberta to work as HCAs in their facilities under the substantial equivalency process, unless they are listed on the directory.

ON BEHALF OF THE EMPLOYER



DATE:

Nov. 22/21

ON BEHALF OF THE UNION



DATE:

November 17, 2021

LETTER OF UNDERSTANDING #11

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: COVID-19 HCA Wage Increase

WHEREAS:

- (a) Alberta Health Services will supply funds to the Employer to provide a temporary wage increase of \$2.00 per hour to Health Care Aides effective April 20, 2020 (the "COVID-19 HCA Wage Increase");
- (a) The Parties agree the COVID-19 HCA Wage Increase will be treated as a temporary wage increase and will be applied to all hours worked including overtime hours. However, the Parties acknowledge and agree employees are only eligible to receive the COVID-19 HCA Wage Increase for hours worked in designated supportive living or long-term care positions. The COVID-19 HCA Wage Increase does not apply to hours worked in home care positions.
- (c) The Parties agree the COVID-19 HCA Wage Increase shall be paid retroactively to Health Care Aides for each hour worked since April 20, 2020;
- (d) The Parties agree that the COVID-19 HCA Wage Increase will be subject to normal statutory deductions required by law and subject to the normal deductions for employee benefits (i.e. EI, CPP, employer portion of benefits). Such deductions will be administered at the site level. Contributions or withholdings that are normally remitted by the Employer will continue to be remitted by the Employer;
- (e) The Parties agree the Employer shall continue to pay the COVID-19 HCA Wage Increase until such time as the Alberta Health Services funding for the COVID-19 HCA Wage Increase ceases. At the time funding ceases, payment to Health Care Aides will revert to their normal hourly wage that was in effect prior to April 20, 2020.


BE IT RESOLVED THEREFORE that the Employer will administer the COVID-19 HCA Wage Increase to Health Care Aides for each hour worked while in a designated support living or long term care facilities position and in accordance with this Letter of Understanding.

The parties agree this Letter of Understanding is made without Prejudice or Precedent to any other matter between them, now or in the future.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE: Nov. 22/21

DATE: November 17, 2021

LETTER OF UNDERSTANDING #12

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Alternative Line Selection Process

The Parties agree that should the Employer decide to change the staffing model or master rotation which results in significant changes (reduction of hours or positions or addition of hours or positions) to the master rotation for Licensed Practical Nurses (LPN), Health Care Aides (HCA) and any other classifications in the bargaining unit they will meet to discuss the best way to implement the change.

The parties recognize the value of meeting prior to the process occurring. The purpose of this meeting is to discuss the process of how new lines will be selected, if layoffs will take place, review the current seniority list, and discuss other relevant factors.

The parties will also discuss the process to be followed for Employees on approved leave of absence or sick leave. Consideration will be given to the principles outlined below.

In the event of multiple layoffs, Article 26 will apply except as modified or clarified below.

1. The Employer will provide the Union with an updated Seniority List and revised master line rotations/shift schedules (of classifications and positions that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed before the implementation of the layoff and selection procedure.
2. Employees will be informed in writing or at a meeting, or both, of the proposed changes and provided with an explanation of the processes involved, along with the implementation date of the new rotation/schedule.
3. Copies of the final revised schedule(s) shall be posted for each employee to review prior to the selection date.
4. The Employer and the Union will agree to the date for Employees to select (pick) their line rotation, which shall be scheduled to in a timely manner to meet the implementation date of the new rotation/schedule. If no agreement can be reached to the dates, after consultation, the Employer reserves the right to set the dates.
5. Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the Employee to make their selection.
6. The Employees may select any position in the unit, or program where they currently work that is of the same or lesser FTE.
7. When possible, both management and union representatives will be present at the line selection meetings. If the Union is not available, the process will not be unduly held up.
8. The Employees will have the choice of coming into the workplace or providing a contact telephone number where they can be reached at their set time. Employee(s) will make their selection or provide a number of line selections options if the Employee is not available by telephone or unable to attend in person.

9. Employees who are unable to come in or phone in may provide the choice of selection in writing; this must be done in a timely manner as not to delay the implementation date.
10. Employees with no available positions would receive their required lay-off notice in accordance with Article 26.
11. The date of implementation of the new rotation shall be determined by the Employer.
12. Based upon the selections by the Employees, the revised master line rotation shall be posted.
13. No new employees will be hired while employees remain on the layoff and recall list, unless the staff on layoff refuse to accept the lines available.

It is further agreed that nothing prevents the Employer and Union from mutually agreeing to another process not considered or listed in this Article.

Any alteration of employment and or position thereafter for any Employee will be regulated by the terms of this Collective Agreement and subject to written mutual agreement between the Parties.

ON BEHALF OF THE EMPLOYER



DATE: Nov. 22/21

ON BEHALF OF THE UNION



DATE: November 17, 2021

LETTER OF UNDERSTANDING #13

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Benefit Plan – Joint Committee

Whereas the Parties are wished to streamline the number of Employee Benefit Plans, RRSP and Flex Spending Accounts (Benefit Plans); and

Whereas the Parties are interesting in standardizing the Benefit Plans; and

Whereas based on issues raised at the bargaining table, the priority should review the Long- and Short- Term Benefit Plan;


Therefore, the Parties agree to the following:

1. The current Benefit Plan will remain in effect until the Parties have discussed a standard Benefit Plans.
2. Within one hundred and eighty (180) days of ratification, or settlement, of the Collective Agreement(s), the Parties will meet to:
 - (a) discuss the current plans;
 - (b) look at alternative plans; and
 - (c) look for reasonable cost plans that contain elements satisfactory to the Parties.
3. There will be one representative from each site party to the Collective Agreement(s), plus one representative of the Union.
4. There will be up to four representatives from the Employer. At least one of the representatives of the Employer will be knowledgeable of the Benefit Plans. The Employer can invite representatives from the industry if they feel it is beneficial.
5. With the Exception of Long and Short Term Disability, because the Employer bears the majority of the cost of the Plans, the Employer reserves the right to make the final decision regarding the plans.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE: Nov. 22/21

DATE: November 17, 2021

LETTER OF UNDERSTANDING #14

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Workplace Privacy

Reasonable Expectation of Privacy

The Parties recognize that employees have a reasonable expectation of privacy within the workplace, subject to the rights and obligations of the Parties in the collective agreement and applicable legislation.

Surveillance Cameras

Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises from theft or to enhance the personal safety of residents and Employees.

Surveillance cameras and related equipment shall not be used in employee-occupied areas during normal working hours without the knowledge of the Employees in the areas and of the Union.

Cameras shall not be used solely to monitor Employee performance.

Personal Health Information

Personal health information of Employees shall be kept confidential. The Employer will retain health information separately and access shall be given only to those persons responsible for occupational health who are directly involved in administering that information.

Necessary Information Only

The Employer shall only request medical information when there are reasonable grounds to do so and only necessary information shall be requested.

For absences of three (3) consecutive days or more, the Employer may request a medical note from the Employee's physician confirming illness and stating the anticipated date of return.


For absences exceeding twenty (20) days, the Employer may request the following information:

- (a) The prognosis of the illness and how it manifests as a disability.
- (b) Whether the disability is permanent or temporary.
- (c) The restrictions or limitations that flow from the disability, a detailed synopsis of what the employee can or cannot do in relation to the duties and responsibilities of their normal job dues and possible alternative duties.
- (d) Without naming the specific tests, treatments or medication, a summary of any factor that may impact on the Employee's ability to perform their job.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





DATE: Nov. 22/21

DATE: November 17, 2021

LETTER OF UNDERSTANDING #15

BETWEEN

COVENANT CARE

ST. TERESA PLACE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Personal Leave to Sick Leave

The parties acknowledge that prior to certification by the Union, full time regular employees received five (5) personal leave days on January 1 and five (5) personal leave days on July 1. Part time regular employees received an amount prorated to the full-time equivalency (FTE) of their position. Personal Leave Days not used by December 31 were paid out for active employees. Unused Personal Leave days were also paid out upon termination or transfer to casual status.

Effective the date of ratification of this first Collective Agreement between the parties, the "personal leave days" benefit will cease and regular employees will be eligible for sick leave in accordance with Article 22. As of the date of ratification, each employee will have their unused personal leave days converted to sick leave accrued.

This Letter of Understanding expires effective December 31, 2022, and will not be included in subsequent Collective Agreements.

ON BEHALF OF THE EMPLOYER



DATE: Nov. 22/21

ON BEHALF OF THE UNION



DATE: November 17, 2021