



**Covenant
Health**



Collective Agreement

between

Alberta Union of Provincial Employees

-and-

**Covenant Health
St. Therese Villa**

April 1, 2020 – March 31, 2024

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COLLECTIVE AGREEMENT made this 29 day of September, 2022.

BETWEEN

Covenant Health

(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

Alberta Union of Provincial Employees

(hereinafter referred to as the "Union")

OF THE SECOND PART

PREAMBLE

The parties agree that the primary purpose of the Employer and its Employees is to provide quality health care with compassion and in accordance with the Mission, Vision and Values of Covenant Health. It is the intent of the parties to:

- (a) Ensure the provision of the best possible service and care;
- (b) Protect the interest of residents, clients, patients, Employees and the community;
- © Maintain harmonious relations between the Employer and the Union;
- (d) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1
TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, 2024, and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.04 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

ARTICLE 2
DEFINITIONS

- 2.01 "Arbitration" shall take meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.02 "Bargaining unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate or the Voluntary Recognition Agreement.
- 2.03 "Basic Rate of Pay" shall mean the applicable step in the Employee's classification as set out in the Salaries Schedule, exclusive of any premium payments or allowances.
- 2.04 "Chapter Chair" Component Officer of the Union elected by the Chapter membership.
- 2.05 "*Code*" means the *Labour Relations Code*, as amended from time-to-time.
- 2.06 "Continuous Service" shall mean the period of employment commencing on the last date of employment within the bargaining unit that is not interrupted by termination or dismissal.
- 2.07 "Employee" is an employee of the Employer covered by this Collective Agreement

in one of the following categories:

"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.

"Part-time Employee" shall mean an Employee who is regularly scheduled for less than the normal hours specified in Article 12 Hours of Work of this Agreement. A Part-time Employee will work a minimum of three (3) hours per shift, except as specified in this Agreement.

"Temporary Employee" is one who is hired for a period of more than three (3) months but less than twelve (12) months for a specific job, or for a period of up to eighteen (18) months to replace a Full-time or Part-time Employee who is on an approved parental leave. 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.

"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.

- 2.08 "Employee status" shall mean the Full-time, Part-time, Temporary or Casual capacity that an Employee is employed in.
- 2.09 "Employer" shall mean Covenant Health operating the St. Therese Villa site.
- 2.10 "Local" means a Local of AUPE
- 2.11 "Pyramiding" shall be defined as the payment of two (2) or more premiums under different provisions of this Agreement for the same hours worked.
- 2.12 "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of a continuing nature.
- 2.13 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
- 2.14 "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.
- 2.15 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.16 "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.
- 2.17 "Vacation" shall mean annual vacation with pay.

- 2.18 "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.
- 2.19 Where indicated by context or intent of the Collective Agreement the singular shall be deemed to include the plural and vice-versa.
- 2.20 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.

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 the Employer.
- 3.04 Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- 3.05 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.

ARTICLE 4
UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.
- 4.02 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
- (b) to bargain collectively with the Employer through the Union.
- 4.03 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union. The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union, and that

membership shall continue to be voluntary.

4.04 Consistent with the payroll system of the Employer, the Union will advise the Employer of the amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a list specifying the following:

- (a) the Employee's name;
- (b) mailing address;
- (c) classification;
- (d) site(s);
- (e) status;
- (f) hourly rate of pay;
- (g) the amount of deduction for each Employee;
- (h) the Employee's gross pay;
- (i) long-term absence status (where applicable); and
- (j) phone number on file.

4.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than sixty (60) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

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

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

ARTICLE 5
MANAGEMENT RIGHTS

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

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

- (a) maintain order, discipline, efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
- (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to

time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;

- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

ARTICLE 6
RESPECTFUL WORKPLACE

- 6.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect.
- 6.02 The Employer and the Union agree to abide by the *Alberta Human Rights Act*. 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, place of origin, ancestry, political or religious belief, gender, gender expression, gender identity, sexual orientation, family status, source of income, 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.
- 6.03
 - (a) Harassment is a repeated pattern of behaviours intended to or reasonably likely to intimidate, offend, degrade or humiliate a particular person or group.
 - (b) Workplace Harassment is inappropriate, unwelcome or coercive behaviour in the workplace based on one (1) or more of the grounds which occurs by one (1) individual towards another, where the behaviour is known, or reasonably ought to be known, to be unwanted or unwelcome. Harassment may be a single or series of incidents and may take verbal, written, graphic, or physical forms (inclusive of cyber contact).
- 6.04 Clause 6.02 shall not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational requirement.
- 6.05 The Employer shall maintain current policies to ensure the workplace is free from harassment, abuse and discrimination. Should the Employer need to make significant changes, or modify the policy, the Joint Worksite Health and Safety Committee will be notified and a meeting will be held forthwith.

Harassment includes but is not limited to bullying, sexual harassment and workplace violence.
- 6.06 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer Workplace Abuse and Harassment policy in an objective, timely and sensitive manner. Investigations will be concluded within sixty (60) days from the date of the complaint unless documented

circumstances warrant an extension and agreement from the Union is received.

6.07 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.

6.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of harassment or discrimination. Frivolous complaints or false allegations may be dealt with according to the Workplace Abuse and Harassment Policy.

6.09 If natural justice or procedural fairness has not been followed or if the outcome of the complaint under the Workplace Abuse and Harassment Policy was not reasonable, an Employee will have access to Article 31 to resolve the issue.

6.10 Nothing in this Article prevent an Employee from filing a grievance or a complaint under the *Alberta Human Rights Act*.

ARTICLE 7

IN-SERVICE PROGRAMS, PROFESSIONAL DEVELOPMENT

7.01 (a) 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.

(b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to complete such sessions shall be paid at the applicable rate of pay. The following in-service programs shall be compulsory for identified Employee groups and shall be provided to Employees on an annual basis:

(i) CPR (when established by the Employer as a mandatory qualification);

(ii) fire, evacuation and disaster procedures;

(iii) proper lifting and prevention of back injuries;

(iv) an annual in-service on the prevention and management of staff abuse, harassment and/or aggressive behaviour; and

(v) compulsory online training including required modules on the Covenant Learning Connection (CLiC) program.

(c) An Employee who is required by the Employer to attend education programs or staff meetings, shall be entitled to required course materials and registration fees. When required the Employer shall pay for transportation and subsistence in accordance with the Covenant Health

Travel Policy.

- (d) The Employer shall make available education programs, as deemed appropriate by the Employer for the purpose of maintaining proficiency, including medication administration training for Health Care Aides.
- (e) The Employer shall make available in each site no fewer than five (5) current nursing journals. For the purposes of this provision, "available" includes, but is not limited to, journals made available in print, electronically, and through library circulation.

Professional Development Days

7.02 All Regular Employees required by the Employer to be registered as a Licensed Practical Nurse upon request, shall be granted a maximum of three (3) professional development days annually for professional development related to nursing skills required for the care of residents in supportive living, at the Basic Rate of Pay. Such Employee 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 Registration Fees

- 7.03 (a) the Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) two hundred and fifty dollars (\$250.000) for their dues if they have accumulated seven hundred and twenty (720) or more hours worked in the previous fiscal year.
- (b) All hours worked in clause 7.03(a) include leaves of absence for Union or Local business.
- (c) Employees are only entitled to one (1) payment from one (1) Employer per year.

ARTICLE 8

PROBATIONARY PERIOD / ORIENTATION

- 8.01 (a) An Employee shall serve a single probationary period of five hundred three and three-quarter (503 3/4) hours worked, exclusive of orientation and training, for each period of continuous employment not interrupted by termination or dismissal.
- (b) The probationary period may be extended for a period up to an additional five hundred three and three-quarter (503 3/4) hours worked, by consent of the Union.
- (c) During the probationary 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 have recourse to the grievance procedure set out in this Collective Agreement with respect to termination except the matter will not be the subject of an Arbitration.

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

8.03 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 the guidance of an employee with at least one (1) years of experience at the worksite.

8.04 Additional orientation requested by an Employee will not be unreasonably denied.

ARTICLE 9
SENIORITY

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

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

9.02 Seniority shall be considered in determining:

- (a) assignment of available shift schedules in the facility, subject to the provisions of Articles 12 Hours of Work and 24 Leaves of Absence;
- (b) preference of vacation time in Article 19 Annual Vacation by work area(s);
- (c) layoffs and recalls, subject to the provisions specified in Article 26 Layoff and Recall; and
- (d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11 Promotions and Transfers.

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

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

- (b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;
 - (c) if an Employee does not return to work on recall, as provided in Clause 26.16.
- 9.04
- (a) The Employer will maintain a bargaining unit-wide seniority list;
 - (b) Seniority lists shall be listed in order of seniority in descending order by classification and 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 and Chapter Chair 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 Clause 9.01 will apply, based on the Employer's available records.

ARTICLE 10
PERFORMANCE APPRAISALS

- 10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.
- 10.02
- (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.
 - (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of their performance appraisal document. The Employee shall sign their performance appraisal for the sole purpose of indicating that the Employee is aware of the performance appraisal and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in their personnel file.
- 10.03
- (a) By appointment made at least three (3) working days in advance, an Employee may view their personnel file at Human Resources each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file.

- (b) An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year, provided that the Employee first pays to the Employer a reasonable fee established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee/Union requests a copy of material related to an individual grievance filed on behalf of the Employee.

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

ARTICLE 11
APPOINTMENT AND TRANSFERS

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

- (b) The posting shall contain the following information:
 - (i) qualifications required;
 - (ii) employment status;
 - (iii) site(s);
 - (iv) classification;
 - (v) range of rate of pay;
 - (vi) if a temporary position, the anticipated duration of such position; and
 - (vii) FTE;

Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, shifts per shift cycle, designated area, and the current shift pattern for the position.

11.02 Applications for vacancies or transfers shall be on-line or as designated by the Employer.

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

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

Order of consideration will be as follows:

- (a) Applicants from the bargaining unit at St. Therese Villa;
- (b) Applicants from another AUPE bargaining unit at another Covenant site;
and
- (c) External applicants.

11.05 All applicants who are interviewed for a posted transfer and/or vacancy shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment. Successful applicants have forty-eight (48) hours from the time they receive notification of their appointment to indicate their acceptance of the position. The Union shall be advised of the successful candidate. The Employer shall confirm in writing to the Employee at the time of hire or transfer, the classification and rate of pay for the position the Employee is filling.

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 to accommodate an Employee as required by law or requested by the Workers' Compensation Board or the underwriters of the long-term disability income insurance plan to provide a period of rehabilitative work experience.

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 LPNs, up to seven point seven five (7.75) hours per day. A full-time position (1.00 FTE) shall be twenty-three (23) shifts over a five (5) week rotation.
- (b) In the case of Unit Clerks and Maintenance Workers, up to seven point seven five (7.75) hours per day. A full-time position (1.00 FTE) shall be twenty-five (25) shifts over a five (5) week rotation.
- (c) In the case of Health Care Aides, up to seven point five (7.50) hours per day. A full-time position (1.00 FTE) shall be twenty-three (23) shifts over a five (5) week rotation.

- (d) In the case of Activity Assistants, up to seven point five (7.50) hours per day. A full-time position (1.00 FTE) shall be twenty-five (25) shifts over a five (5) week rotation.

12.02 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either
 - (i) one (1) rest periods of fifteen (15) minutes during each half shift of three point seven five (3.75) or three point eight seven (3.87) hours as applicable, or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point five (7.5) or seven point seven five (7.75) hours, as applicable, if this is more compatible with scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer.
- (b) 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, the Employee 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 the Employee 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 two times (2X) their Basic Rate of Pay; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Clause 12.03(a), at two times (2X) their Basic Rate of Pay; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) 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 twelve (12) weeks, as specified by the Employer.

- 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 1/2) hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest except that, twice in a five

- (5) week cycle there may be a single day of rest which may not be followed by more than five (5) consecutive working days;
 - (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five point five (55.5) hours off duty;
 - (iv) not more than five (5) consecutive scheduled days of work.
 - (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 Clause 12.04.
 - (b) The shift patterns which may be available are:
 - (i) days, evenings, nights (rotation), however the Employer will endeavor to minimize the application of such rotation;
 - (ii) evenings and days (rotation);
 - (iii) nights and days (rotation).
 - (c) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- 12.07
- (a) Shift schedules shall be posted or available not less than twenty-eight (28) calendar days in advance.
 - (b) When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days' notice, the Employee shall be paid at two times (2X) the Basic Rate of Pay for all hours worked on the first shift of the changed schedule, unless there is mutual agreement between the Employer and Employee.
- 12.08
- (a) Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
 - (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
 - (c) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement and shall not result in additional costs for the Employer.
- 12.09
- When an Employee reports for work as assigned, and is directed by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment

equivalent to three (3) hours pay at their Basic Rate of Pay.

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

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

12.12 (a) Part-time Employees may pick up extra shifts in addition to their regularly scheduled shifts up to the full time equivalent for their classification. Extra shifts, of more than three (3) days in advance, shall be distributed by Seniority to Part-time Employees who have indicated their availability in writing to the Employer on a monthly basis. The distribution of any other extra shifts by Seniority shall be on a fair rotational basis.

(b) Extra shifts picked up by the Employees shall not be deemed a violation of the scheduling provisions of this Article.

(c) The Basic Rate of Pay will prevail for additional hours of work voluntarily accepted by a Part-time Employee beyond the Employees scheduled hours provided

(i) the hours worked do not exceed the daily hours for an Employee in Article 12.01; and

(ii) the hours worked do not exceed the full time threshold which is set out in Article 12.01;

Where all the preceding conditions are not met, such Employee shall be entitled to two times (2X) their Basic Rate of Pay.

(d) The Employer will consider potential Employee fatigue and Employee/resident safety in allocating extra shifts.

12.13 In order to facilitate the distribution of opportunities to work additional shifts Casual Employees shall indicate the extent of their availability in writing to the Employer at least on a monthly basis. Extra shifts will be distributed to Part-time Employees as outlined in Clause 12.12 and Casual Employees on a fair rotational basis. The process for this distribution will be outlined in Clause 12.14

12.14 (a) Extra shifts will be classified as follows:

(i) Pre-Booking – Shifts that are available two (2) months in advance

(ii) Available shifts includes shifts that are available more than three (3) days in advance and arise after the pre-booking phase. Available

- shift are three or less days away, but are not considered emergent.
- (iii) Emergent Shifts includes shifts that are available in the immediate 24 hour period, and/or shifts that, as of Friday morning, are vacant for the immediate weekend and Day shifts on Monday. In the event of a long weekend Emergent shifts would be expanded to include the three (3) day weekend.
- (b) In filling available shifts during the pre-booking phase and those available shifts that are more than three (3) days away:
- (i) the Employer will contact Part-time Employees who have provided their availability in order of seniority.
 - (ii) if the Employer is not able to immediately contact the Employee they shall leave a message and provide a timeframe to respond. The timeframe to respond shall be a three (3) hour period from the time the Employer leaves a message, unless otherwise advised by the Employer.
 - (ii) the most senior Employee to respond within the timeframe shall be booked for the shift.
 - (iii) if the Employer is not able to fill the shift with a Part-time Employee then Casual Employees who have provided their availability, will be contacted using an equitable process. If the Employer is not able to immediately contact the Employee they shall leave a message and provide a timeframe to respond. The timeframe to respond shall be 0800 the following day, unless otherwise advised by the Employer.
 - (v) the first Employee to respond within the timeframe shall be booked for the shift.
- (c) In filling available shifts that are three (3) days or less away but not Emergent:
- (i) the Employer will contact Part-time Employees who have provided their availability in order of seniority.
 - (ii) if the Employer is not able to immediately contact the Employee they shall leave a message, but will continue to call Employees in order of seniority.
 - (iii) the first Part-time Employee the Employer is able to confirm for the shift shall be booked for the shift.
 - (iv) if the Employer is not able to fill the shift with a Part-time Employee then Casual Employees who have provided their availability, will be contacted using an equitable process. If the Employer is not able to immediately contact the Employee they shall leave a message, but will continue to call Employees until they are able to confirm an

Employee for the shift.

- (d) In filling Emergent shifts:
 - (i) Employer shall contact Part-time and Casual Employees using a fair process. The first Employee to confirm their ability to work the shift shall be booked into the shift.
 - (ii) If the Employer is unable to fill an emergent shift with a Part-time or Casual, Full-time Employees who have provided their availability will be called in order of seniority. In scheduling Full-time Employees, the Employer will consider potential Employee fatigue and Employee/ resident safety in allocating extra shifts.

12.15 This Article applies to Casual Employees except Clause 12.05, 12.07, 12.08 and 12.12.

12.16 Contact by telephone call will be the default unless the Employee and Employer have mutually agreed on other modes of communication such as email or SMS, in which case such alternative modes of communication are allowable.

ARTICLE 13
OVERTIME

13.01 Overtime is all time authorized by the Employer and worked by an Employee. Employees who are about to incur overtime have the obligation to inform the Employer. Overtime at the rate of two-times (2X) the Basic Rate of pay will be paid in the following circumstances:

- (a) When an Employee works in excess of seven point five (7.5) hours per day for Health Care Aides and Activity Assistants or seven point seven five (7.75) hours per day for Licensed Practical Nurses, Unit Clerks, and Maintenance Personnel;
- (b) When an Employee working as an Activity Assistant, Unit Clerk or Maintenance Personnel works more than twenty-five (25) shifts in a 5 week rotation;
- (c) When an Employee working as a Health Care Aide or Licensed Practical Nurse works more than 23 shifts in a 5 week rotation;
- (d) When an Employee works more than 6 days in a row without a 24 hour period off.

13.02 Approved overtime will be paid out for all overtime hours worked in excess of those specified in Clause 13.01.

13.03 The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime has arisen as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

- 13.04 An overtime authorization form must be signed by the designated individual before overtime will be processed by the payroll department.
- 13.05 Where an Employee requests time off in lieu of overtime, the overtime worked shall be paid at the time it is worked at one times (1X) their Basic Rate of Pay and the equivalent time shall be banked at one times (1X) their Basic Rate of Pay. Time off not taken by March 31st in any given year shall be paid out, prior to March 31st of that year.

ARTICLE 14
SALARIES

- 14.01 The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following the equivalent of one year of full-time service. This increment will be processed:
 - (a) In the case of Activity Assistants, Maintenance Workers, and Unit Clerks, after two thousand twenty-two point seven five (2,022.75) hours paid at the Basic Rate of Pay.
 - (b) In the case of Licensed Practical Nurses, after one thousand eight hundred sixty point nine three (1,860.93) hours paid at the Basic Rate of Pay.
 - (c) In the case of Health Care Aide, after one thousand eight hundred point nine (1,800.9) hours paid at the Basic Rate of Pay.
- 14.03 When an Employee is transferred or reclassified 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 that provides an increase pay for the higher classification.
- 14.04
 - (a) When an Employee voluntarily transfers to a classification with a lower rate of pay the Employee's salary shall be adjusted immediately to the basic rate the Employee would have been entitled to, had the Employee been on the lower rated classification from commencement of employment.
 - (b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of the Employee's own, shall continue to receive the Employee's previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than the Employee's previous Basic Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time the Employee will then receive the Basic Rate of Pay for the classification to which the position is allocated.
- 14.05 Should the Employer find it necessary to create a new classification during the life

of this Collective Agreement, consultation will occur with the Union with respect to the classification and rate of pay.

14.06

New Classifications

- (a) When a new classification is created under Clause 14.05 above, for which there is no pay scale in this Collective Agreement, the Employer may establish a pay scale and agrees to give written notice to the Union of the new classification and the pay scale for such classification within twenty (20) calendar days.
- (b) The Union may contest the pay scale by sending written notice to the Employer not later than twenty (20) calendar days from the date of the Employer's notice. Should the Union not provide the Employer with notice within this twenty (20) calendar day time limit, the Union shall not refer the matter to Arbitration in Clause 14.06(c).
- (c) Should the Parties, through discussion and negotiations, not be able to agree to the pay scale, the Union may, within sixty (60) calendar days of the date the new classification was created, refer the salary scale to Arbitration pursuant to Clause 32.06. Should the Union not refer the matter to Arbitration within this sixty (60) calendar day time limit, the Employer's final position shall be implemented.
- (d) If the pay scale is amended as a result of negotiations or arbitration, the amended pay scale shall be effective from the date the Union received notice from the Employer of the new classification.

14.07

When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

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

Additional time worked, measured in monthly units and not credited for the purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

14.08

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 percent (10%) of the Employee's gross earnings per pay period.

ARTICLE 15
IN-CHARGE

- 15.01 The Employer may designate a LPN to be in-charge. When a LPN is designated in charge, such Employee shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour
- 15.02 The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.
- 15.03 The Employer reserves the exclusive right to determine the need for, and to assign, charge and in-charge pay.

ARTICLE 16
NOTICE OF SUBCONTRACTING OUT

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

ARTICLE 17
SHIFT AND WEEKEND PREMIUM

- 17.01 An Evening Premium of two dollars and seventy-five cents (\$2.75) per hour will be paid when working in a shift where the majority of the shift falls within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
- 17.02 A Night Premium of five dollars (\$5.00) per hour will be paid when working in a shift where the majority of the shift falls within the period of twenty-three hundred (2300) and zero seven hundred (0700) hours.
- 17.03 A Weekend Premium of three dollars and twenty-five cents (\$3.25) per hour will be paid when working a shift where the majority of the shift falls between fifteen hundred hours (1500) on a Friday to zero seven hundred (0700) hours on a Monday.
- 17.04 The Evening, Night and Weekend Premiums shall not be considered as part of the Employee's Basic Rate of Pay and shall not be included in the calculation of overtime.
- 17.05 When working an Evening or Night shift on a weekend, both premiums shall apply.

ARTICLE 18
NAMED HOLIDAYS

- 18.01 Regular Full-time Employees shall be paid Statutory Holiday pay for the following Named Holidays:

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

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta; or
- (ii) The Government of Canada.

Further, any day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the site is located.

18.02 Clause 18.01 does not apply while an Employee is in receipt of compensation from the Workers' Compensation Board, or any unpaid absence where the Employee is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan or on other leaves of absence in excess of thirty (30) calendar days for any reason.

18.03 To qualify for a Named Holiday with pay, the Employee must:

- (a) work the Employee's scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
- (b) work on the holiday when scheduled or required to do so.

18.04 (a) A Full-time Employee who works on a named holiday shall be paid for all regularly scheduled hours worked on the named holiday at one point five times (1.5X) the Basic Rate of Pay plus:

- (i) by mutual agreement, a day or hours added to the Employee's next annual vacation; or
- (ii) a mutually agreeable day or hours off with pay; or
- (iii) failing mutual agreement to schedule the day or hours off under (i) or (ii) by the first pay period in March, the Employee shall receive payment for such day or hours at the Employee's Basic Rate of Pay.

(b) banked Named Holiday days or hours may be paid out at the request of the employee prior to the first pay period in March in any given year.

18.05 (a) Unless an Employee requests otherwise in writing, and this request is approved by administration, the Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off, but not necessarily both.

(b) An Employee granted Christmas Day off in accordance with Clause 18.05(a) shall be scheduled such that the Employee shall have two (2) consecutive

days where the Employee will not be obliged to work (i.e., December 24th and 25th or December 25th and 26th); OR

- (c) An Employee granted New Year's Day off in accordance with Clause 18.05(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e., December 31st and January 1st or January 1st and 2nd).

18.06 Part-time and Casual Employees shall be paid in addition to their Basic Rate of Pay five percent (5%) of the Employee's wages, Named Holiday pay and vacation pay earned in the four (4) weeks immediately preceding the Named Holiday, in lieu of the aforementioned Named Holidays.

18.07 All Employees shall be paid for all overtime hours worked on a named holiday 2.5X their Basic Rate of Pay.

18.08 In addition to the entitlement referenced in Article 18.06, Part-time and Casual Employees who work on a Named Holiday shall be paid the rate of one point five times (1.5X) the Employee's Basic Rate of Pay for all hours worked up to 7.75 hours for LPNs, Unit Clerks and Maintenance Workers, or 7.50 hours for Health Care Aides or Activity Assistants.

ARTICLE 19
VACATION

19.01 The entitlement to vacations and vacation pay are intended to ensure that Employees annually have a rest from work without loss of income.

19.02 No regular Employee may continue to work and draw vacation pay in lieu of taking the Employee's vacation without written consent of the Employer.

19.03 Vacation pay for Regular Full-time and Part-time Employees: during each year of continuous service in the employ of the Employer, an Employee shall earn entitlements to a vacation with pay. Part-time employees will earn entitlements to vacation with pay on a pro-rated equivalent, based on the number of hours worked at the Basic Rate of Pay. The rate at which vacation is earned shall be as follows (based on 1.0 FTE):

- (a) During the first year 15 working days
- (b) During 2nd to 9th year 20 working days
- (c) During 10th to 19th year 25 working days
- (d) During 20th and subsequent years 30 working days

19.04 Vacation pay for Casual and Temporary Employees

Casual and Temporary Employees shall be paid on each pay period, in addition to their earnings:

- (a) six percent (6%) of their earnings during the first (1st) year of employment;

- (b) eight percent (8%) during the second (2nd) to ninth (9th) continuous years of employment; or
- (c) ten percent (10%) during the tenth (10th) to nineteenth (19th) continuous years of employment; or
- (d) twelve percent (12%) during the twentieth (20th) and subsequent continuous years of employment.

19.05

Time of Vacation

- (a)
 - (i) As far as possible, Regular 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. Employees shall advise the employer of their vacation requests by March 31st of each year. Where an Employee submits their vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Vacation shall not be taken in one unbroken period unless otherwise requested by the Employee. 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 April 30th, the Employer shall provide written approval or disapproval of the vacation request within ten (10) working days of the request.
 - (iii) Any Employee who fails to submit their vacation requests by March 31st in any given year shall not be entitled to exercise seniority rights in respect to any vacation time previously selected by an Employee with less seniority.
- (b) Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken, subject to the operational requirements of each work area.
- (c) A request to utilize vacation 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) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

19.06

19.06 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. Amounts in excess of five (5) days may be carried forward with the approval of the Employer. All earned vacation in excess of this amount shall be paid out in the final paycheck in March of each year.

19.07 An Employee who terminates employment shall be entitled to vacation pay on a pro-rata basis as determined by the application of Clauses 19.03 and 19.04.

ARTICLE 20
PERSONAL LEAVE DAYS

20.01 Permanent Full-time Employees who are employed by the Employer on April 1st of any given year shall receive three (3) Personal Leave Days each year with pay. An Employee who works less than a zero point seven (0.70) FTE shall receive one (1) Personal Leave Days per year.

20.02 Employees who commence employment after September 1st of any given year will be eligible for one (1) Personal Leave Day.

20.03 Employees in the probation period are not entitled to use the Personal Day(s) until the completion of the probation period.

20.04 Any Personal Days not used by the last day of March in any given year, or upon termination of employment or layoff, shall be forfeited.

20.05 The Employer shall grant personal leave subject to the availability for coverage for the shifts. Requests for Personal Leave shall not be unreasonably denied, subject to operational requirements.

20.06 Personal Leave Days may be taken in half or full day increments.

ARTICLE 21
BENEFIT PLAN

21.01 After the waiting period, Full-time and Part-time Regular Employees with an FTE of zero point four (0.40) and greater shall participate in the Covenant Health Benefit Plan. The Employer reserves the right to make adjustments to the Benefit Plan from time to time as needed.

(a) The premiums are shared between the Employer and the Employee: seventy-five percent (75%) Employer paid and twenty-five percent (25%) Employee paid.

(b) The details of the plan are available from the Employer and include a Health and Dental Plan, Life and AD&D Insurances, a Flex Spending Account, Short-term Disability Insurance (STD) and Long-term Disability Insurance (LTD).

(c) The Union will be consulted regarding any changes to the existing benefit plans.

21.02 Temporary Employees whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule:

(a) whose anticipated term of temporary employment is six months or longer; or

(b) 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 Flex Spending Account (FSA) is covered in LOU #3.

ARTICLE 22
SICK LEAVE

22.01 Sick leave is an insurance provided by the Employer to the Employee against illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

22.02 A Full-time Employee shall accrue sick time at the rate of eighteen (18) days per year, or one and a half (1.5) days per month. Accrual will commence with the date of employment, and:

- (a) A Regular Employee shall not be entitled to apply sick leave credits prior to the completion of their probation period.
- (b) A Regular Employee may accumulate sick leave credits up to a maximum of one hundred and twenty (120) days.
- (c) Sick leave accrual will be prorated in the case of Part-time Employees.

22.03 Sick leave credits shall not accrue during:

- (a) Any period of sick leave in excess of thirty (30) calendar days; or
- (b) A leave of absence without pay which is in excess of thirty (30) calendar days; or
- (c) An absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) days.

22.04 A Regular Employee granted sick leave shall be paid for the period of such leave at one hundred percent (100%) of the Employee's Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits at the time the sick leave commenced, up to the total amount of the Employee's accumulated credits.

22.05 Employees are required to submit proof satisfactory to the Employer of any illness or non-occupational accident upon the Employer's request. Where the Employee must pay a fee for such proof, the Employer shall reimburse the full fee.

22.06 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 a Leave of Absence without pay or benefits except as provided in Article 21, for the duration of the illness or as provided below. The Employee shall keep the Employer advised as to when the Employee shall be expected back to work and shall provide the Employer with fourteen (14) days written notice of readiness to return to work.

- (a) if the Employee is capable of performing the duties of the Employee former position the Employee shall be reinstated by the Employer in the same position which the Employee held immediately prior to the Employee's disability at not less than the same increment in the salary schedule and other benefits that accrued to the Employee prior to the Employee disability.
- (b) if the Employee is incapable of performing the duties of the Employee's former position, but is capable of performing the duties of the Employee's former classification, a reasonable effort shall be made by the Employer to place the Employee in an available position that the Employee is capable of performing.

22.07

- (a) 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 neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) working day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave.
- (b) When an Employee is required to travel for the purpose of medical referral and/or treatment, they shall have the right to utilize accumulated sick leave credits for such absence, provided they have been given prior authorization by the Employer.
- (c) The Employee may be required to submit satisfactory proof of appointments referred to in Clauses 22.06 (a) and (b).

22.08

The reinstatement or accommodation of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of this Collective Agreement.

ARTICLE 23

WORKERS' COMPENSATION

23.01

- (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 sick leave without pay pursuant to Clause 22.06.

- 23.02 An Employee receiving compensation benefits under Clause 23.01 shall be deemed on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments;
 - (b) cease to earn sick leave 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.
- 23.03 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 duties of their former position, 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 the same position or an equivalent position, held by their 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 other duties of another position 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 the Employee is eligible under Benefits Plan or Sick Leave, in accordance with Articles 21 or 22.
- 23.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 11 (Promotions and Transfers) and 12 (Hours of Work).
- 23.05 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.
- 23.06 The Employee shall keep the Employer informed of the prognosis of their condition on a schedule set by the Employer and the Employee.

ARTICLE 24

LEAVE OF ABSENCE

24.01

General Conditions

- (a) (i) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer with as much advanced notice as possible.
- (ii) Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. The Employee shall not work for gain during the period of leave of absence except with the express written consent of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) Except as provided in Clause 24.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 21 Benefit Plan, provided that the Employee makes prior arrangements to pay full premium costs. In failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstay the leave without permission of the Employer, shall automatically terminate their position; except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) When an Employee is on leave of absence without pay and is receiving STD or LTD benefits, the Employee may continue participation in the Health Care Insurance Plan for the period of their employment pursuant to Clause 22.06 from the last day of paid sick leave, by paying the full premium costs to the Employer.

24.02

Union Leave - Union Representative

- (a) Time off work without loss of regular earnings will be provided on the following basis:
 - (i) The grievor and one (1) Union Steward for time spent in discussing grievances with representatives of the Employer as outlined in the Union Steward provisions, and to attend any associated hearing or arbitration; and
 - (ii) Union Officers and designated representatives for time spent in meeting with representatives of the Employer.
- (b) Time off without pay may, where operationally possible, be granted to an Employee for any of the following reasons:
 - (i) Members of the Union Negotiating Committee not to exceed three (3) in number, for time spent meeting with representatives of the Employer during formal negotiation of a Collective Agreement and for preparatory meetings for negotiations;
 - (ii) Members not to exceed three (3) in number, selected as representatives of the Union to attend Union conventions or seminars;
 - (iii) Members not to exceed three (3) in number, designated as delegates representing the Union at conventions of labour organizations with which the Union is affiliated;
 - (iv) Members elected to the Provincial Executive of the Union to attend Provincial Executive meetings normally held once every two (2) months;
 - (v) Members not to exceed three (3) in number, appointed to Standing Committees of the Union; and
 - (vi) Members not to exceed three (3) in number, attending Union courses and/or Labour Schools;
- (c) Employees shall provide a minimum of five (5) working days (excluding weekends and statutory holidays) written notice when requesting time off under Article 24; however, consideration shall be given where the five (5) days notice is not provided.
- (d) Notwithstanding the provisions of this Article, the Employer may refuse to grant time off where disruption of work or difficulty will arise, however, time off will not be unreasonably denied.
- (e) When leave to attend Union business has been approved, it is granted with pay and all eligible premiums. The Union agrees to reimburse the Employer for actual salary paid plus premiums to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits. A request for reimbursement under this clause shall be accompanied with an

accounting for the charges.

24.03

(a) Maternity Leave

- (i) A Regular Employee who is expecting the birth of their child, and has completed ninety (90) days of continuous employment with the Employer shall, upon the Employee's written request at least two (2) weeks in advance, be granted Maternity Leave to become effective during the thirteen (13) weeks immediately preceding the expected date of delivery provided that the Employee commences Maternity Leave not later than the date of delivery.
- (ii) Maternity Leave shall be without pay and benefits except for that portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits, STC or LTD. Maternity Leave shall be without loss of seniority. The total period of Maternity Leave shall not exceed sixteen (16) weeks unless mutually agreed between the Employer and Employee.
- (c) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to Maternity Leave.

(b) Parental Leave

Upon their written request, providing at least two (2) weeks' advance notice, an Employee shall be granted Parental Leave without pay and benefits. Such Leave shall be taken as follows:

- (i) For an Employee entitled to Maternity Leave, other than an Employee described in 23.04(a)(iii), immediately following the last day of Maternity Leave, a period not exceeding sixty-two (62) weeks; or
 - (ii) In the case of a parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child's birth; or
 - (iii) In the case of an adoptive parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (c) (i) Subject to section (ii), an Employee on Maternity Leave or Parental Leave shall provide the Employer with at least fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date the Employee

commenced leave.

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

24.04 Court Appearance

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

24.05 Bereavement Leave

- (a) Upon request, an Employee may be granted up to five (5) consecutive calendar days off work in the event of a death of a member of the Employee's immediate Family. The immediate family of the Employee is defined as: Fiancée; Parent; Step-Child; Grand Parents; Grand Child; Child; Mother/Father-in-law; Brother; Son/Daughter-in-law; Sister; Brother/Sister-in-law; Legal Guardian; Step Brother/Sister; Step-Parent; Spouse (including common-law and same-sex spouse).
 - (i) The Employee shall suffer no loss of regular earnings for this time period.
 - (ii) The Employee will only be paid for the days the Employee was previously scheduled to work during that time period.
- (b) 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.

- (c) Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore. If the death occurs while an employee is on a pre-approved Leave of Absence, that employee will not qualify for payment for bereavement leave on the days the Employee was scheduled for the Leave of Absence.
- (d) In the event of the death of another relative or friend not listed in Clauses 24.06(a) or 24.06(b), the Employer may grant up to one day off with pay to attend funeral services.
- (e) Bereavement leave with pay may be extended by two (2) additional calendar days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral for those relatives listed in Clause 24.06 (a), (b) and (e).
- (f) An Employee is entitled to a maximum of up to three (3) days of unpaid Bereavement Leave per year (not per instance of Bereavement) under the *Employment Standards Code* for relatives not specified in Sub-Clauses 24.05(a) or (b).
- (g) An Employee's unpaid entitlements under the *Employment Standards Code* are satisfied by the provision of paid Bereavement Leave in Clause 24.05 on a day-to-day basis.

24.06 Educational Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Clause 24.01, shall be deemed to remain in the continuous service of the Employer for the first (1st) twenty (20) months of such period of leave.
- (b) During an Employee's educational leave, subject to Clause 24.01(a) the Employee may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which the Employee is on leave.

24.07 Compassionate Care Leave

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost-sharing, for a period up to six (6) months twenty-seven (27) weeks. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.

- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for ~~Terminal~~ Compassionate Care Leave.
- (c) Employees are eligible for Compassionate Care Leave after ninety (90) days of continuous employment.

24.08 The Employer shall provide unpaid leaves of absence in accordance with the requirements of the Employment Standards Code, Alberta, as amended. This includes Critical Illness, Death or Disappearance of a Child, Domestic Violence Leave, and Family Responsibility Leave.

ARTICLE 25
PENSION PLAN

25.01 The Employer shall contribute to the Local Authorities Pension Plan (LAPP) for retirement benefits for eligible participating Employees. Participation is mandatory for those Regular Full-time and Regular Part-time Employees who work at least thirty (30) hours per week.

25.02 The Employer shall contribute to the LAPP for eligible Regular Part-time Employees who request enrolment in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over a complete cycle of the shift schedule.

25.03 Upon request, the Employer shall make available to all eligible Employees copies of the LAPP booklets.

25.04 Temporary employees who are regularly scheduled to work an average of thirty (30) hours per week or more and who have a predetermined termination date of greater than one year may elect to participate in the LAPP. A Temporary Employee described in the foregoing cannot opt out of the LAPP unless they transfer to a Part-time/ Temporary/ Casual position which is excluded from participating.

25.05 Casual Employees will not qualify to contribute to LAPP.

25.06 The administration of the plan is governed by Covenant Health Policy (Local Authorities Pension Plan Policy) and in accordance with all regulations of the LAPP.

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.

Meeting with the Union

26.02 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.

Notice of Reduction

26.03 (a) When, in the opinion of the Employer, it becomes necessary to:

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

the Employer will notify affected Employee(s) at least fourteen (14) calendar days prior to the date of reduction, except that the fourteen (14) calendar days' notice shall not apply where reduction results from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.

(b) Where the reduction results from an act of God, fire or flood, the fourteen (14) calendar days' notice is not required but up to two (2) weeks pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.

26.04 For the purposes of this Article:

(a) "partial layoff" shall mean a Regular Employee who has, due to the application of this Article:

- (i) suffered a reduction in regularly scheduled hours in the Employee's current classification; or
- (ii) been placed in a different classification in the Employee's current paygrade, either at the same or a lower FTE as the Employee's current position; or
- (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as the Employee's 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.

- (e) For the purpose of Displacement and Recall under Article 26 Layoff and Recall, an FTE shall be considered the same IF it is plus or minus .09 FTE of the Employee's affected FTE, provided an Employee's status does not change from benefits eligible to non-benefits eligible.

Consultation Process

- 26.05 (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 the Employee's retention options based on seniority and 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 or be able to meet the requirements of the position within the orientation provided in Clause 8.03.
- (b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

Vacancies

- 26.06 Affected Employee(s) shall be presented with the vacancy options listed in this Article below:
 - (a) vacant position(s) are comprised of:
 - (i) the Employee's same classification, shift pattern, and FTE;
 - (ii) the Employee's same classification and FTE;
 - (iii) the Employee's same classification but lower FTE; and
 - (iv) a different classification in the Employee's same or a lower paygrade, either at the same or a lower FTE.
 - (b) An Employee who declines a vacant position pursuant to Clause 26.06(a) may elect to displace into an occupied position pursuant to Clause 26.07(a) below.

Displacement

- 26.07 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, and FTE;
- (ii) the Employee's same classification and FTE;
- (iii) the Employee's same classification but lower FTE; and
- (iv) a different classification in the Employee's same or a lower paygrade, either at the same or 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 the Employee's 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 the Employee's rights under this Article shall be entitled to exercise the Employee's 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.

Layoff

26.13 An Employee who elects to:

- (a) exercise the Employee's 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 the Employee's 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.

Employee Benefit Coverage During Layoff

26.15 Employees on full layoff, such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans

specified in Article 21 Benefit Plan, provided that the Employee makes arrangements prior to the Employee's 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.

Recall

- 26.16
- (a) While there are Employee's on Recall, and where the Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11 Promotions and Transfers. Application for such postings shall be open to all Regular 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 or be able to meet the requirements of the position within the orientation provided in Clause 8.03.
 - (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 the Employee's 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.

Casual Shifts

- 26.18
- (a) Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts.

- (b) Casual shifts shall be offered to Employees who have the requisite job-related skills, training, knowledge and other relevant attributes to perform the work, in the following order, except where resident care requirements are such that this order is not possible:
 - (i) Regular Employees who have been reduced in regular hours of work through the operation of this Article, in order of seniority; then;
 - (ii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts pursuant to Article 12 (Hours of Work).
- (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

ARTICLE 27
DISCIPLINE AND DISMISSAL

27.01 An Employee who participates in an investigation, meeting or interview that could lead to disciplinary action has a right to Union Representation, know the purpose of the meeting, and the time and place of the interview. The investigation will be completed in a timely manner and any Employee interview(s) will be in accordance with Clauses 27.06 & 27.02. Unsatisfactory conduct 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. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

27.02 Unsatisfactory 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. It shall state a definite period in which improvement or correction is expected, and at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review.

The assignment of an improvement or correction period shall not restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

27.03 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. When action involves a suspension, the notice shall specify the time period of the suspension.

- 27.04 An Employee who has been subject to disciplinary action may after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's 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 eighteen (18) month period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 27.05 The procedures stated in Clauses 27.01, 27.02, 27.03 and 27.04 do not prevent immediate suspension or dismissal for just cause.
- 27.06 (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.
- 27.07 In the event that an Employee is reported to the Employee's licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 27.08 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 the Employee's services with the Employer.
- 27.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 27.10 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 18.

ARTICLE 28

BULLETIN BOARD SPACE AND INFORMATION BINDERS

- 28.01 The Employer shall provide bulletin boards to be placed in reasonably 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.
- 28.02 The Employer shall provide a space on each unit/floor for an information binder to be kept, where the Union will post notices of meetings and other such notices

which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 29
HEALTH AND SAFETY COMMITTEE

- 29.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Applicable Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.
- 29.02
- (a) The Employer shall establish a Joint Worksite Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include other Employees. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's applicable Rate of Pay for attendance at Committee meetings.
 - (b) Minutes of each meeting shall be taken and shall be approved by the Employer and the Union prior to circulation.
 - (c) The purpose of the Joint Worksite Health and Safety committee is to consider matters arising with respect to Occupational Health and Safety in the workplace, and recommend corrective action, program changes or promote Health and Safety measures. The committee will make recommendations to the Employer in that regard.
 - (d) The Joint Work Site Health and Safety Committee shall also consider measures necessary to ensure the security and safety of each Employee while at work on the Employer's premises.
 - (e) The Joint Work Site Health and Safety Committee will establish terms of reference consistent with the *Occupational Health and Safety Act* to include the following duties:
 - (i) Assessing complaints regarding health and safety
 - (ii) Identifying work site safety hazards, including regular inspections
 - (iii) Developing and promoting measures to protect health and safety
 - (iv) Cooperating with health and safety officers
 - (v) Working with the Covenant Health Corporate OH&S group to maintain the current health and safety program which includes:
 - a health and safety policy

- identification of hazards
 - emergency response plan
 - statement of responsibilities for St Therese Villa supervisors and workers
 - schedule and procedures for regular inspections
 - health and safety procedures for involvement of third party employers
 - health and safety orientation and training
 - procedure for participating and investigating incidents, injuries and refusals to work
 - procedures for reviewing existing health and safety program
- (vi) Developing and promoting health and safety education programs
- (vii) Making health and safety recommendations to St Therese Villa management
- (viii) Participating in work place investigations involving serious injuries and incidents
- (ix) Establishing committee rules and procedures for fulfilling the above duties.
- (f) If the Employer is capable of resolving issues identified by the Committee within thirty (30) days of notification of such issues, it shall do so and inform the Committee.
- If the Employer is unable to resolve issues identified by the Committee within thirty (30) days of notification of such issues, it shall respond to the Committee with a strategy and timeline for addressing the issue, inclusive of interim control measures where applicable.
- If the Employer disagrees with the recommendations of the Committee or does not believe that there are valid health and safety concerns, the Employer must provide written rationale for such position to the Committee.
- If the Parties are unable to resolve a problem or address a concern using the process set out above after receipt of written reasons from the Employer, the matter may be referred to an officer. Nothing in the foregoing limits the right of a worker to refer a health and safety concern directly to an officer.

- 29.03 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.
- 29.04 The Employer shall have in place harassment and working alone policies, which shall be reviewed annually by the Joint Worksite Health and Safety Committee.
- 29.05 Workplace Violence Prevention Strategy

- (a) The Employer shall maintain policies, procedures and resources [[My Safety](#) | [CompassionNET](#) | [Covenant Health](#)] with the objective of addressing and ensuring a safe and respectful workplace free of violence.
- (b) For all incidents of workplace violence from a resident or member of the public, the Employee must:
 - (i) report the incident immediately to the manager, medical director or supervisor; and
 - (ii) document the incident, as soon as possible, through the appropriate Employer reporting process.
- (c) The Employer shall:
 - (i) ensure that the Employee is provided with the necessary time to document the incident in the Employer reporting process;
 - (ii) investigate the incident in accordance with the Employer policy; and inform Employees affected by the incident of the investigation's findings including cause(s) and areas for corrective action if required, subject to applicable privacy legislation/obligations.

ARTICLE 30
COPIES OF THE COLLECTIVE AGREEMENT

- 30.01 Within sixty (60) days of the printing of this Collective Agreement, the Employer shall make a copy available for each Employee. The Employer will advise the Chapter Chair Person where copies will be made available to Employees at the worksite.
- 30.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 30.03 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.
- 30.04 The Employer and the Union shall maintain copies of the Collective Agreement on their respective websites.

ARTICLE 31
GRIEVANCE PROCEDURE

- 31.01 **Grievance Definitions**
A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of the provisions set out in 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 31.05 except in cases of suspension or dismissal which will

commence at Step 2; or

- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Clause 31.05. 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 President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding Clauses 31.01(a), (b) and (c) and Clause 31.05 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.

31.02 Authorized Representatives

- (a) An Employee may be assisted and represented by a Union Representative when presenting a grievance.
- (b) The Employer agrees that the 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 representative shall leave the Employee's work without obtaining consent from the Employee's supervisor which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of the Employee's duties involving a grievance provided that the representative does not leave the Employer's premises.

31.03 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.

31.04 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 the Employee's duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.

31.05

Steps in the Grievance Procedure

(a) Step 1 (Immediate Supervisor)

An Employee who has a grievance shall first discuss the matter with the Employee's immediate supervisor and attempt to resolve the grievance 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.

(b) Step 2 (Manager, or Designate)

If:

- (i) 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) 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 Director of the Department or designated representative who shall reply in writing within ten (10) days of receiving the grievance. At the request of either Party, a grievance hearing shall be held prior to providing a written reply. If the grievance is not settled at this stage, it may be advanced to Step 3.

(c) Step 3 (Senior Director Operations, or Designate)

Within ten (10) days of the reply from the Director of the Department or designated representative, the Employee shall submit the grievance in writing to the Executive Director or the designated representative. The Executive Director or their representative shall hold a hearing within five (5) days of receipt of the grievance. The Employee shall be entitled to have a Union Representative present during the meeting. The Executive Director

or their representative shall render a written decision within five (5) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

31.06

Arbitration

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 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 31.06(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 possible thereafter, and hear such evidence as the Parties may desire to present, assure a full fair hearing, and shall render the 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 to in writing by the Parties.

31.07 Optional Mediation

The Parties may mutually agree to non-binding mediation:

- (a) At any step in the grievance procedure outlined in Clause 31.05, 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 32

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 32.01 (a) The Employee-Management Advisory Committee (EMAC) shall be maintained. The Union shall provide the names of up to three (3) elected Employees representatives and the Employer shall be represented by the Site Manager or Resident Care Manager and up to two (2) additional representatives.
(b) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to patient care and other matters related to employment, not covered within the Collective Agreement.
- 32.02 The Employer and Union shall designate joint chairpersons and they shall alternate in presiding over meetings.
- 32.03 Concern of the Employees relevant to 32.01(b) shall be submitted to the appropriate joint chairperson for inclusion on the agenda of the next EMAC meeting.
- 32.04 The Committee shall meet at the call of either chairperson or at a minimum of once every three (3) months. Members of the Committee shall normally receive a notice and agenda for the meeting at least fourteen (14) days in advance of the meeting.
- 32.05 Meetings shall be conducted in accordance with the terms of reference mutually agreed to by the parties.

- 32.06 Either Party shall be able to bring in subject matter experts or additional resources to assist in discussions regarding agenda items.
- 32.07 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as soon as possible after the close of the meeting. The Union and the Employer shall each receive a signed copy of the minutes.
- 32.08 An Employee shall be paid the Employee's Basic Rate of Pay for attendance at these Committee meetings.

ARTICLE 33

UNIFORMS

- 33.01 Where the Employer requires the Employee to wear a specific uniform, it will be furnished and maintained (laundered, altered and repaired) at no cost to the Employee. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.
- 33.02 Where an Employee supplies the Employee's own uniform, the Employee may wear a uniform that is a colour of the Employee's choosing. In such case, the uniform shall be furnished and maintained (laundered, altered and repaired) at the Employee's cost.

ARTICLE 34

RESIGNATION / TERMINATION OF EMPLOYMENT

- 34.01 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 the Employee's desire to terminate the Employee's employment.

ARTICLE 35

EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

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

ARTICLE 36

CONTRACTING OUT

- 36.01 The Employer will not contract out services that will result in the loss of Regular Bargaining Unit positions without meaningful consultation and discussion with the Union. This does not impact the ability of the Employer to make changes through attrition.
- 36.02 The Employer shall provide the Union with at least ninety (90) days' written notice prior to when a final decision is required. Lesser notice may be provided when

urgent issues rapidly emerge.

36.03 The Employer agrees that it will disclose to the Union the:

- (a) nature of, and rationale for, the initiative,
- (b) scope of the potential contracting out,
- (c) potential impacts on Regular Employees, and
- (d) anticipated timeframe of the initiative.

36.04 The Union shall provide in writing to the Employer possible alternatives to the contracting out initiative.

36.05 During the notice period, the Parties shall discuss reasonable alternatives to maximize retention of Regular Employees potentially affected by the contracting out initiative, including examination of potential retraining and/ or redeployment opportunities as an alternative to Article 26: Layoff and Recall.

36.06 The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.

36.07 Dispute Resolution:

- (a) The application of the consultation process in this Article is subject to Article 31: Grievance Procedure.
- (b) The final decision regarding contracting out is not subject to Article 31: Grievance Procedure.

Salary Schedule

The Parties agree the Employees shall receive the following wage adjustments during the term of the Collective Agreement:

Effective March 31, 2021 - zero (0%) percent to wage rates.

Effective October 1, 2021 – one percent (1%) percent to wage rates for all positions.

Effective September 1, 2022 – one-point two five (1.25%) percent to wage rates for all positions.

Effective April 1, 2023 - two percent (2%) percent to wage rates for all positions.

The above rate increases will be paid retroactive to all existing employees date of ratification.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Licensed Practical Nurse								
Current	\$26.45	\$27.60	\$28.70	\$29.82	\$30.94	\$32.01	\$33.31	\$34.63
31-Mar-21	\$26.45	\$27.60	\$28.70	\$29.82	\$30.94	\$32.01	\$33.31	\$34.63
1-Oct-21	\$26.71	\$27.88	\$28.99	\$30.12	\$31.25	\$32.33	\$33.64	\$34.98
1-Sep-22	\$27.05	\$28.22	\$29.35	\$30.49	\$31.64	\$32.73	\$34.06	\$35.41
1-Apr-23	\$27.59	\$28.79	\$29.94	\$31.10	\$32.27	\$33.39	\$34.74	\$36.12
Health Care Aide								
Current	\$19.92	\$20.95	\$21.65	\$22.28	\$23.01	\$23.52	\$24.22	\$24.95
31-Mar-21	\$19.92	\$20.95	\$21.65	\$22.28	\$23.01	\$23.52	\$24.22	\$24.95
1-Oct-21	\$20.12	\$21.16	\$21.87	\$22.50	\$23.24	\$23.76	\$24.46	\$25.20
1-Sep-22	\$20.37	\$21.42	\$22.14	\$22.78	\$23.53	\$24.05	\$24.77	\$25.51
1-Apr-23	\$20.78	\$21.85	\$22.58	\$23.24	\$24.00	\$24.53	\$25.26	\$26.02
Activity Assistant								
Current	\$23.88	\$24.89	\$25.90	\$26.91	\$28.02			
31-Mar-21	\$23.88	\$24.89	\$25.90	\$26.91	\$28.02			
1-Oct-21	\$24.12	\$25.14	\$26.16	\$27.18	\$28.30			
1-Sep-22	\$24.42	\$25.45	\$26.49	\$27.52	\$28.65			
1-Apr-23	\$24.91	\$25.96	\$27.02	\$28.07	\$29.23			
Maintenance								
Current	\$29.05	\$30.82						
31-Mar-21	\$29.05	\$30.82						
1-Oct-21	\$29.34	\$31.13						
1-Sep-22	\$29.71	\$31.52						
1-Apr-23	\$30.30	\$32.15						
Program Assistant I								
Current	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.20		
31-Mar-21	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.20		
1-Oct-21	\$19.26	\$20.03	\$20.86	\$21.67	\$22.54	\$23.43		
1-Sep-22	\$19.50	\$20.28	\$21.12	\$21.95	\$22.82	\$23.72		
1-Apr-23	\$19.89	\$20.68	\$21.54	\$22.38	\$23.28	\$24.20		

Program Assistant II						
Current	\$20.42	\$21.22	\$22.08	\$22.94	\$23.39	\$23.83
31-Mar-21	\$20.42	\$21.22	\$22.08	\$22.94	\$23.39	\$23.83
1-Oct-21	\$20.62	\$21.43	\$22.30	\$23.17	\$23.62	\$24.07
1-Sep-22	\$20.88	\$21.70	\$22.58	\$23.46	\$23.92	\$24.37
1-Apr-23	\$21.30	\$22.13	\$23.03	\$23.93	\$24.40	\$24.86
Program Assistant III						
Current	\$22.55	\$23.44	\$24.39	\$25.35	\$26.36	\$27.43
31-Mar-21	\$22.55	\$23.44	\$24.39	\$25.35	\$26.36	\$27.43
1-Oct-21	\$22.78	\$23.67	\$24.63	\$25.60	\$26.62	\$27.70
1-Sep-22	\$23.06	\$23.97	\$24.94	\$25.92	\$26.96	\$28.05
1-Apr-23	\$23.52	\$24.45	\$25.44	\$26.44	\$27.50	\$28.61

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

Signed this _____ day of _____, 2023.

ON BEHALF OF COVENANT HEALTH
ST THERESE VILLA

WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES

WITNESS

LETTER OF UNDERSTANDING #1

BETWEEN

COVENANT HEALTH – ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: UNIFORMS AND PROTECTIVE APPAREL FOR MAINTENANCE EMPLOYEES

1. Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.
2. Employer shall continue their current practice of furnishing and supplying maintenance Employees with their own everyday work uniforms. If the Employer requires Employees to wear any other special apparel, protective apparel and equipment, the Employer shall supply and maintain (launder, alter and repair) special and protective items at no cost to the Employees.
3. Where, in the opinion of the Employer, protective and safety footwear (including nonslip) above those requirements set out in the Dress Code are required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved safety footwear once in two calendar years, to a limit of two hundred dollars (\$200.00).

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #2

BETWEEN

COVENANT HEALTH – ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: SEVERANCE

1.
 - (a) Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
 - (b) Notwithstanding paragraph 1(a) above, severance shall not be offered where the permanent reduction in the number of Regular Employees in the bargaining unit occurs as a result of a Regular Employee's position moving or being moved into a different functional bargaining unit.
2. The Employer will offer the following to eligible Regular Employees as defined in paragraph 3 of this Letter of Understanding:
 - (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full year of continuous employment at St. Therese Villa to a maximum of forty (40) weeks pay.
 - (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay for each full period of one thousand eight hundred thirteen and one-half (1813 1/2) hours worked at the Basic Rate of Pay.
 - (c) Regular pay shall be defined as regularly scheduled hours of work as at the date on which notice of layoff is issued (which for the purpose of clarity means regularly scheduled hours of work exclusive of overtime hours, call-back hours and additional hours for Part-time Employees) X Basic Rate of Pay (which for the purpose of clarity means Basic Rate of Pay exclusive of overtime payments and premium payments).
 - (d) For purposes of severance, continuous employment will be calculated from the last date of hire at St. Therese Villa and shall exclude all absences in excess of thirty (30) days.
3. A Regular Employee who has been laid off in accordance with Clause 26.13 and for whom no alternate vacant position is available pursuant to Article 26 Layoff and Recall, shall have the option to select either of:
 - (a) layoff with the placement and recall rights as specified in Article 26 of the Collective Agreement; or
 - (b) severance as offered by the Employer in accordance with this Letter of Understanding.

4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance Option offered by the Employer. Any Employee who does not advise the Employer in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 26 of this Collective Agreement.
7.
 - (a) Employees who select severance will not be eligible for rehire by Covenant Health or any Employer directly or indirectly related to Covenant Health for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in paragraph 8(a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay or notice provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.
9. This Letter of Understanding shall apply over a period of time beginning the date on which the Parties execute the Collective Agreement and will remain in effect for the term of the Collective Agreement.

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #3

BETWEEN

COVENANT HEALTH – ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: FLEXIBLE SPENDING ACCOUNT

1. Eligibility

- (a) A FSA shall be implemented for all Regular Employees eligible for benefits in accordance with Clause 21.01.
- (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their Full-time equivalencies (FTEs).

2. Calculation

The FSA will be calculated as follows:

- (a) Eight hundred and fifty dollars (\$850.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of November 1st (eligibility date) of each year.
- (b) Effective January 1, 2019 one thousand one hundred dollars (\$1100.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of November 1st (eligibility date) of each year.

For the purpose of implementation in January 2019 only, up to two hundred and fifty (\$250), depending on an Employee's FTE, will be deposited into the eligible Employee's Health Spending Account and the Employee will not have the ability to allocate these funds into any of the other accounts outlined in this Letter of Understanding. In subsequent years, the FSA can be allocated to all eligible accounts.

- (c) LPNs who are in Regular positions and are eligible for benefits will receive an additional one hundred and twenty-five dollars (\$125.00) each year.

3. Utilization

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
 - (i) tuition costs or course registration fees;
 - (ii) travel costs associated with course attendance;
 - (iii) professional journals;

- (iv) books or publications; and
 - (v) software.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
 - (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the Benefit Plan specified in Article 21 of the Collective Agreement.
 - (d) Contribution to a Registered Retirement Savings Plan administered by the Employer.
 - (e) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
 - (f) Family care including day care and elder care.
4. Allocation
- (a) In December of each calendar year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
 - (b) Any unused allocation in an Employee's FSA as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.
 - (c) Employees who are laid off after January 1st in the year in which the funds are available shall maintain access to the fund for the balance of that calendar year while on layoff.
 - (d) Reimbursement will be provided by the Employer upon submission of an original receipt.
5. Implementation
- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
 - (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
 - (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.
6. An Employee who terminates employment voluntarily and who within the same calendar year of termination recommences employment with Covenant Health in the same bargaining unit shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year within the bargaining unit. The Employee will

not receive another FSA in the same calendar year.

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #4

BETWEEN

COVENANT HEALTH – ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: WORKLOAD APPEAL PROCESS

The Parties recognize the importance of discussions regarding workload. Workload is understood to be an objective assessment of the supports (such as staffing, training, communication, skill mix etc.) and equipment (such as devices, technology, supplies etc.) available to the Employee to complete their assigned work.

The Parties recognize that workload may fluctuate and may be impacted by numerous factors including, but not limited to: acuity, changes in patient population, seasonality, surge periods, process improvements and efficiencies, staff/resource fluctuations, and increasing demands. As such, the Parties agree that only workload concerns that are ongoing, systemic, and long-term in nature (evidenced by the fact that the concern has continued for a minimum period of sixty (60) calendar days may be considered as part of the Workload Appeal Process.

Workload Appeal Process (WAP):

LEVEL 1

Where an Employee or group of Employees have workload concerns that are ongoing, systematic and long-term in nature, the Employee(s) may request, in writing, that their Manager conduct a formal workload evaluation. In this written submission, the Employee(s) must include an explanation of the factors they believe are leading to workload concerns, based on the understood components of workload (supports and equipment). Employees are also encouraged to include their proposed solutions to the workload concerns in the written submission. The Manager (or designate) shall meet with the Employee within fourteen (14) calendar days of receiving the request in order to discuss and resolve the specifics of the concern(s). The Manager shall respond in writing within twenty-one (21) calendar days of the meeting.

LEVEL 2

If the Employee or group of Employees is not satisfied with the outcome at Level 1, within seven (7) calendar days of the response at Level 1, the Employee may request in writing, that the Site Manager (or designate) review their workload concerns. The Site Manager (or designate) shall make the final decision regarding the workload evaluation, and convey the decision in writing, to the Employee within twenty-one (21) calendar days.

The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties. A subsequent evaluation request for the same workload concern within the same unit or

area may only be made where substantive changes have occurred since the last review. Dispute Resolution:

- (a) The application of the processes of this Letter of Understanding is subject to Article 31: Grievance Procedure.
- (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 31: Grievance Procedure.

This Letter of Understanding shall remain in force and effect in accordance with Article 1.

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #5

BETWEEN

COVENANT HEALTH – ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: LUMP SUM PAYMENT – RECOGNITION FOR SERVICES RENDERED DURING THE COVID-19 RESPONSE

1. On the pay period following the Date of Ratification, each Employee shall be issued a one-time premium payment of 1.0% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021.
2. For the purposes of this one time lump sum payment “regular hours actually worked” includes:
 - (a) Leaves of absence for Union business;
 - (b) Other leaves of absence of one (1) month or less;
 - (c) Time on sick leave with pay;
 - (d) Absences while receiving Workers’ Compensation;
 - (e) Educational leave up to 24 months; and
 - (f) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #6

BETWEEN

COVENANT HEALTH – ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: ON-CALL DUTY/CALL-BACK FOR MAINTENANCE WORKERS

Whereas the Parties agree to introduce an On-Call Duty/Call-Back provision, effective September 21, 2020, the following applies:

1. On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
2. For each assigned hour of authorized on-call duty, a Regular Employee shall be paid:
 - (a) on regularly scheduled days of work, the sum of three dollars (\$3.00) per hour; and
 - (b) on scheduled days off and named holidays, the sum of four dollars and twenty-five cents (\$4.25) per hour. A named holiday or scheduled day off shall run from zero zero zero one (0001) hours on the named holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.
3. Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employer in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer.
4. An Employee shall not normally be assigned on-call duty on two (2) consecutive weekends or two (2) consecutive Named Holidays, where other qualified staff are available. "Weekend" shall mean a Saturday and the following Sunday.
5. The Employee shall provide the Employer with a phone number at which they can be contacted during the on-call period.
6. **Call-Back**
 - (a) An Employee who is called back to work during the on-call period shall be paid, in addition to the payment received for being on-call in accordance with paragraph 2 above, the hours worked during the on-call period in accordance with the call-back provisions of this Letter of Understanding.
 - (b) An Employee who is called back and required to return to work without undue delay outside of the Employee's regular hours shall be paid for any one (1) call at either:

- (i) the overtime rate as specified in Article 13; or
 - (ii) four (4) hours at the Basic Rate of Pay; whichever is greater.
- (c) A Regular Employee called back to work in accordance with this Letter of Understanding shall be reimbursed for reasonable, necessary and substantiated transportation expense and, if the Employee travels for such purpose by private automobile, reimbursement shall be in accordance with the Covenant Health Travel Policy rate per kilometer from the Employee's residence to the worksite and return.
7. Notwithstanding paragraph 6, if an Employee is recalled to duty immediately prior to, or following, and continuous with their scheduled shift, the Employee shall be paid in accordance with Article 13: Overtime, as applicable, until the commencement of their scheduled shift, at which time the Employee shall be paid at their Basic Rate of Pay.
8. (a) In the twelve (12) hour period immediately preceding an Employee's next regularly scheduled shift an Employee:
- (i) who works more than six (6) hours pursuant to paragraph 6; and
 - (ii) there is not a minimum of six (6) hours off duty in the twelve (12) hours preceding the Employee's next shift;
- at the Employee's request, shall be entitled to eight (8) consecutive hours rest before commencing their next scheduled shift, without loss of regular earnings.
- (b) Due to operational circumstances where an Employee cannot be provided eight (8) consecutive hours of rest the Employee shall be paid at two times (2x) their basic rate of pay for all hours worked during what would have been the eight (8) hour rest period.

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #7

BETWEEN

COVENANT HEALTH – ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Optional Consequential Internal Vacancy Process

1. A consequential vacancy process may help to manage internal transfers within a unit or program. It is most appropriately used when there are a large number of positions in the same classification, performing the same job duties and a high frequency of internal movement. In circumstances where the Employer chooses to initiate a consequential internal vacancy process, the following process will apply:
 - (i) The Employer shall designate all Regular Employees who hold the same classification, perform the same job duties, work in the same unit or program and are part of the same shift schedule as "Pre-Qualified Employees".
 - (ii) Where a line becomes vacant (the "original vacancy"), the original vacancy will be made available in order of seniority to all Pre-Qualified Employees on that unit or program who have expressed interest, without a requirement to conduct an interview.
 - (iii) This process above will be repeated for all consequential vacancies in the unit or program until no Pre-Qualified Employee expresses interest in the vacant line.
 - (iv) Any remaining vacancy will be posted in accordance with Article 11 - Appointments and Transfers.
 - (v) The Union shall be advised of the Employee transfer(s) within a unit or program.
2. The Employer retains the discretion to utilize the Optional Consequential Internal Vacancy Process or to post in accordance with Article 11. The Employer will clearly communicate to Employees within the unit or program what process will be used. The Employer must exercise this discretion based on a bona fide operational reason, in a manner that is professional, fair and reasonable in the circumstances.
3. Following a full six (6) months of utilization of the new Optional Consequential Internal Vacancy Process, the Parties agree to jointly evaluate its effectiveness.
4. This Letter of Understanding may be cancelled by either Party by providing ninety (90) days' written notice following a review of the Optional Consequential Internal Vacancy Process' effectiveness.

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #8

BETWEEN

COVENANT HEALTH – ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: JOINT COMMITTEE

The Parties recognize the value of joint discussions related to the ongoing administration of the Collective Agreement. Accordingly, the Parties agree as follows:

1. A member from the St. Therese Villa negotiating team shall be permitted to attend the Joint Committee meetings as outlined in (LOU #4 between Covenant Health Local 40).

On behalf of the Employer

Date

On behalf of the Union

Date

LETTER OF UNDERSTANDING #9

BETWEEN

COVENANT HEALTH – ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Rural Capacity Investment Fund

In addition to the provisions outlined in this Collective Agreement, effective the date of ratification¹, the Employer agrees to implement a Rural Capacity Investment Fund (“the Fund”). The Fund will allocate \$770,000 thousand per fiscal year for recruitment and retention incentives and for relocation assistance.

The Fund will be used to support initiatives aimed at addressing recruitment and retention challenges experienced by sites/programs/positions deemed by the Parties to be “difficult to recruit to” in the Rural Sites covered under the Covenant Health AUPE Auxiliary Nursing collective agreement and the St. Therese Villa collective agreement: *Banff Mineral Springs Hospital, Bonnyville Health Centre, Killam Health Centre, Mary Immaculate Care Centre, Our Lady of the Rosary Hospital, St. Joseph’s General Hospital, St. Mary’s Continuing Care Centre, St. Mary’s Hospital, St. Michaels Health Centre, St. Therese Villa.*

“Difficult to recruit to” may be determined by indicators such as:

- high vacancy rates;
- vacancies that remain unfilled for longer than ninety (90) days;
- high turnover; or
- mutual agreement of the Parties.

All initiatives approved under the Fund will focus on producing a stable workforce and sustaining that stability over the longer term. Funded initiatives may target new Employees, may focus on site/program-specific concerns, or may address broader recruitment and retention challenges for the Employers. The Parties agree that payment of recruitment and retention incentives or reimbursement for relocation expenses under this Fund will be conditional upon completion of a return-for-service agreement as agreed by the Parties.

The Parties agree that the recruitment and retention initiatives may vary, depending on the identified needs.

Operation of the Fund

A Rural Capacity Investment Fund Committee (“the Committee”) shall be established within thirty

¹ The timing for reaching an agreement and obtaining ratification is likely to influence funding for the fiscal year ending March 31, 2022.

(30) days of ratification to provide recommendations on the utilization of the fund.

The Committee shall be comprised of three (3) Employer and three (3) Union representatives, representing Rural Sites. One of the three (3) Union representatives shall be a member of the current bargaining committee(s) as selected by the current bargaining committee. The Parties may mutually agree to add additional representatives as necessary. Both sides are open to having ad hoc members attend the meetings as subject matter experts.

The Committee shall meet within sixty (60) days of ratification and thereafter on a quarterly basis until the end of the term of the Collective Agreement.

The purpose of these meetings is as follows:

- to share information on the sites/programs/positions the Parties deem to be "difficult to recruit to" based on the indicators listed above;
- to bring forward for consideration and discussion recruitment and retention initiatives;
- to assess the effectiveness of previous allocations of the Fund.

The Employer will endeavor to use the entire Fund within each fiscal year.

At the end of the fiscal year, the Employer will provide the Committee with a breakdown of how the funds have been allocated in that fiscal year to address rural and remote recruitment and retention challenges in the Rural Sites.

Administration of the Fund shall be in compliance with Covenant Health Finance and Audit requirements.

This Letter of Understanding shall expire on March 30, 2024.

On behalf of the Employer

On behalf of the Union

Date

Date