



Collective Agreement

between

Alberta Union of Provincial Employees

-and-

**Covenant Health
St. Therese Villa**

June 4, 2014 to August 31, 2015

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COLLECTIVE AGREEMENT made this 4th day of June, 2014

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

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

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Union and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including August 31, 2015 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 An "Employee" is an employee of the Employer covered by this Collective Agreement.
- 2.02 "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of a continuing nature.
- 2.03 "Full-time Employee" shall mean an Employee who is scheduled to work the full specified hours in Article 12 Hours of Work of this Agreement.
- 2.04 "Part-time Employee" shall mean an Employee who is regularly scheduled for less than the normal hours specified in Article 12 Hours of Work of this Agreement. A Part-time Employee will work a minimum of three (3) hours per shift, except as specified in this Agreement.

- 2.05 “Casual Employee” is one who is:
- (a) hired to work on an on call basis, or is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (b) relieves for absences the duration of which is three (3) months or less.
- 2.06 “Temporary Employee” is one who is hired for a period of more than three (3) months but less than twelve (12) months for a specific job. The term of employment of such Temporary Employee may be extended by mutual agreement in writing between the Employer and the Union. The Employer may terminate the temporary position at any time by providing fourteen (14) days written notice to the Employee.
- 2.07 “Vacation” shall mean annual vacation with pay.
- 2.08 “Vacation Year” shall mean the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following calendar year.
- 2.09 “Shift” shall mean a daily tour of duty exclusive of overtime hours.
- 2.10 “Basic Rate of Pay” shall mean the applicable step in the Employee’s classification as set out in the Salaries Schedule, exclusive of any premium payments or allowances.
- 2.11 “Employer” shall mean Covenant Health operating the St. Therese Villa site.
- 2.12 “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.
- 2.13 “Pyramiding” shall be defined as the payment of two (2) or more premiums under different provisions of this Agreement for the same hours worked.
- 2.14 Where indicated by context or intent of these policies, the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural and vice-versa.

ARTICLE 3

RECOGNITION

- 3.01 The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificate issued by the Alberta Labour Relations Board, the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.

- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Collective Agreement.
- 3.03 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of Human Resources or her designate.
- 3.04 Union membership meetings may be held on Employer premises subject to the approval of the Employer.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.
- 4.02 (a) Membership in the Union is voluntary.
- (b) All Employees have the right:
- (i) to be members of the Union and to participate in its lawful activities;
- (ii) to bargain collectively with the Employer through the Union.
- 4.03 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 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; and
- (i) long-term absence status (where applicable).

4.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

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

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

ARTICLE 5

MANAGEMENT RIGHTS

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

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

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

ARTICLE 6

NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either Party in respect of any Employee by reason of age, race, colour, creed, national or ethnic origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability nor by reason of membership or non-membership or activity in the Union in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.02 The foregoing shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

ARTICLE 7

IN-SERVICE PROGRAMS, PROFESSIONAL DEVELOPMENT AND ORIENTATION

- 7.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession 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 attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory for identified Employee groups and shall be provided to Employees on an annual basis:
- (i) CPR (when established by the Employer as a mandatory qualification);
 - (ii) fire, evacuation and disaster procedures; and
 - (iii) proper lifting and prevention of back injuries.
- (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.

- (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 two (2) 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.
- 7.03 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 guidance.
- 7.04 Additional orientation requested by an Employee will not be unreasonably denied.
- 7.05 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. Attendance at the presentation shall not be compulsory.

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 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 not have recourse to the grievance procedure set out in this Collective Agreement with respect to termination.

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

ARTICLE 9

SENIORITY

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

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

9.02 Seniority shall be considered in determining:

- (a) assignment of available shift schedules in the 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 27 Layoff and Recall; and
- (d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11 Promotions and Transfers.

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

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall, as provided in Article 27.16.

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

- (b) Seniority lists will be updated and posted not less frequently than every six (6) months following the first (1st) of the month following the date of ratification, and will include an Employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire.
- (c) A copy of the seniority lists will be provided to the Union following posting. The Union will have three (3) months in which to take issue with the seniority lists, otherwise, the seniority lists will be deemed to be correct.
- (d) Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Employee is unable to provide satisfactory proof, the strict provisions of Article 9.01 will apply, based on the Employer's available records.

ARTICLE 10

PERFORMANCE APPRAISALS

- 10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer. The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.
- 10.02
 - (a) Employees shall receive a written performance appraisal regularly in accordance with the policy of the Employer.
 - (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.
- 10.03
 - (a) By appointment made at least three (3) working days in advance, an Employee may view her personnel file at Human Resources each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.
 - (b) An Employee shall be given a copy of the contents of her personnel file upon request, not more frequently than once in a calendar year, provided that she first pays to the Employer a reasonable fee established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee/Union requests a copy of material related to an individual grievance filed on behalf of the Employee.

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

ARTICLE 11

PROMOTIONS AND TRANSFERS

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

(b) The posting shall contain the following information:

(i) qualifications required;

(ii) employment status;

(iii) site(s);

(iv) classification;

(v) range of rate of pay;

(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 and the current shift pattern for the position.

11.02 Applications for vacancies or transfers shall be made in writing to such officer as the Employer may designate.

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

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

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. 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 she is filling.

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

11.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected 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 her status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 12

HOURS OF WORK

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

- (a) In the case of 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, Activity Assistants 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.
- (b) In the case of Resident Assistants, 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.

12.02

Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either
 - (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven point five (7.5) or seven point seven five (7.75) hours, 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, if this is more compatible with scheduling of work assignments,

the alternative to be applied shall be at the discretion of the Employer.

- (b) include, as scheduled by the Employer, one (1) rest period of fifteen(15) minutes during each half shift of three point seven five (3.75) or three point eight seven (3.87) hours.
- (c) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

12.03

- (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.
- (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at two times (2X) her Basic Rate of Pay; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.03(a), at two times (2X) her 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) her Basic Rate of Pay.

12.04

Hours of work include day, evening, night and weekend shifts. Work schedules will vary according to rotation. A rotation is a defined period of not greater than 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 per week averaged over a shift schedule;
 - (iii) days of rest on two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five point five (55.5) hours off duty;
 - (iv) an Employee will not be scheduled to work more than six (6) consecutive shifts.
 - (v) in the case of full-time LPNs and Resident Assistants, one period of four consecutive days off per five week period. This period shall include one weekend in those four days.
- (b) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.
- 12.06 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 12.04.
- (b) The shift patterns which may be available are:
- (i) 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 double time (2X) for all hours worked on the first shift of the changed schedule.
- 12.08 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.

- (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
 - (c) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement and shall not result in additional costs for the Employer.
- 12.09 When an Employee reports for work as assigned, and is directed by the Employer to leave, she shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at her Basic Rate of Pay.
- 12.10 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 12.11 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 12.12 Part-time Employees may pick up extra shifts in addition to their regularly scheduled shifts up to the full time equivalent for their classification. Extra shifts picked up by the Employees shall not be deemed a violation of the scheduling provisions of this Article.
- 12.13 This Article applies to Casual Employees except Clause 12.05, 12.07, 12.08 and 12.12.

ARTICLE 13

OVERTIME

- 13.01 Overtime is all time authorized by the Employer and worked by an Employee. Such overtime will be paid in the following circumstances:
- (a) When an Employee works in excess of seven point five (7.5) hours per day for Resident Assistants or seven point seven five (7.75) hours per day for Licensed Practical Nurses, Activity Assistants, 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 Resident Assistant 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 at the rate of two times (2X) the Basic Rate of Pay for all overtime hours worked in excess of those specified in Article 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

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 Resident Assistants, 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 to a classification with a higher rate of pay, she shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, she shall be advanced to the next higher increment for the higher classification.

14.04 (a) When an Employee voluntarily transfers to a classification with a lower rate of pay her salary shall be adjusted immediately to the basic rate she would have been entitled to, had she 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 her own, shall continue to receive her previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than her previous Basic Rate of Pay, or for a period of twenty-four (24) months, whichever is earlier, at which time she will then receive the Basic Rate of Pay for the classification to which the position is allocated.

14.05 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 Article 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 Article 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 Article 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 (\$1.00) per hour
- (a) Effective July 1, 2014, the in-charge premium for LPNs will increase to one dollar and twenty-five cents (\$1.25) per hour.
- 15.02 The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.
- 15.03 The Employer reserves the exclusive right to determine the need for, and to assign, charge and in-charge pay.

ARTICLE 16

NOTICE OF SUBCONTRACTING

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

ARTICLE 17

SHIFT 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 three dollars and seventy-five cents (\$3.75) per hour will be paid when working a shift where the majority of the shift falls within the period of twenty-three hundred (2300) and zero seven hundred (0700) hours.

(a) Effective July 1, 2014, the Night Premium will increase to four dollars and twenty-five cents (\$4.25) per hour.

17.03 A Weekend Premium of two dollars and seventy-five cents (\$2.75) per hour will be paid when working a shift where the majority of the shift falls between twenty-three hundred (2300) hours 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	

18.02 Article 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 her 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 In addition to the payment outlined in Articles 18.01 and 18.06, an Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and a half times (1.5X) their Basic Rate of Pay.

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

18.06 Part-time and Casual Employees shall be paid in addition to their Basic Rate of Pay four point six percent (4.6%) of their Basic Rate of Pay in lieu of the aforementioned Named Holidays.

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 her 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 her vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. 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.
- (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

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. All earned vacation in excess of this amount shall be paid out in the final paycheque in March of each year.

19.07

An Employee who terminates employment shall:

- (a) Be entitled to vacation pay on a pro-rata basis as determined by the application of Article 11.03 and 11.04, provided the Employee gives proper notice as per Article 21;
- (b) If the Employee does not give proper notice according to Article 21, be entitled to vacation pay as provided in the *Alberta Employment Standards Code* and regulations thereunder; except that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

ARTICLE 20

PERSONAL DAYS

- 20.01 Permanent Full-time Employees who are employed by the Employer on April 1st of any given year shall receive two (2) Personal Days each year with pay. An Employee who works less than a zero point seven (0.70) FTE shall receive one (1) Personal Day per year.
- 20.02 An Employee who commences employment after September 1st of any given year will be eligible for one (1) Personal 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 granting of Personal Days is subject to the discretion of the Employer and will be subject to the availability of coverage for shifts.

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: sixty percent (60%) Employer paid and forty percent (40%) Employee paid.
 - (b) Effective July 1, 2014, the premiums are shared between the Employer and the Employee: seventy-five percent (75%) Employer paid and twenty-five percent (25%) Employee paid.
 - (c) 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). The Plan is subject to change without notice.
- 21.02 **Health Spending Account**
- The current Health Spending Account shall remain in place until December 31, 2014.

- (a) Full-time Employees with a FTE of one point zero (1.0) shall receive a Health Spending Account of six hundred dollars (\$600.00). Part-time Employees shall receive a Health Spending Account prorated to their FTE.
- (b) The date used to determine status and FTE for the calculation of the Health Spending Account is November 1st of the preceding year.
- (c) There must be active employment in a Regular FTE of zero point four (0.40) or greater on November 1st of the year preceding the benefit year to receive the Health Spending Account as described in 21.02.
- (d) Employees who commence employment with the Employer outside of this period must wait until the next benefit year to receive the Health Spending Account.
- (e) The Health Spending Account is administered by the benefits provider and the rules and regulations are set forth by the administrator of the Plan.

21.03 **Flex Spending Account**

Effective January 1, 2015, the Health Spending Account will be discontinued and replaced with a Flex Spending Account (see Letter of Understanding for details).

- (a) Full-time Employees with a FTE of one point zero (1.0) shall receive a Health Spending Account of seven hundred dollars (\$700.00). Part-time Employees shall receive a Flex Spending Account prorated to their FTE.
- (b) The date used to determine status and FTE for the calculation of the Flex Spending Account is November 1st of the preceding year.
- (c) There must be active employment in a Regular FTE of zero point four (0.40) or greater on November 1st of the year preceding the benefit year to receive the Flex Spending Account as described in 21.02.
- (d) Employees who commence employment with the Employer outside of this period must wait until the next benefit year to receive the Flex Spending Account.
- (e) The Flex Spending Account is administered by the benefits provider and the rules and regulations are set forth by the administrator of the Plan.

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 twelve (12) days per year, or one (1) day per month. Accrual will commence with the date of employment. A Regular Employee shall not be entitled to apply sick leave credits prior to the completion of the probation period. The Employee may accumulate sick leave credits up to a maximum of one hundred and twenty (120) days. 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 her Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of days thus paid shall be deducted from her 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.
- 22.06 An Employee who has exhausted her sick leave credits during the course of an illness and the illness continues shall be deemed to be on a Leave of Absence without pay or benefits except as provided in Article 21. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with fourteen (14) days written notice of readiness to return to work.
- 22.07 At the expiration of either twenty-four (24) months from the last day of paid sick leave or twenty-four (24) months from the first (1st) day of Long Term Disability entitlement, whichever is greater, an Employer who is not capable of returning to work shall be considered to have terminated her employment relationship with the Employer.

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 Article 22.06.
 - (b) For the purposes of Article 23, full net take home pay shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 23.01(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.
 - (c) Article 23.01(a) and (b) above shall be applicable only to Employees who are injured on or after the date of ratification of this Collective Agreement.
- 23.02
- An Employee receiving compensation benefits under Article 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 Articles 22.02 and 22.03;
 - (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days; and
 - (d) Employees shall pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.

- 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 her 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 her immediately prior to the disability with benefits that accrued to her prior to the disability.
 - (b) incapable of performing the duties of her former position, but is capable of performing other duties of another position shall be accommodated whenever possible taking into consideration her restrictions and limitations.
 - (c) incapable of performing the duties of her former classification, may make application for any benefits for which she is eligible under 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 her 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 Article 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 overstays the leave without permission of the Employer, shall automatically terminate her position; except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) When an Employee is on leave of absence without pay and is receiving STD or LTD benefits, she may continue participation in the Alberta Health Care Insurance Plan for the period of her employment pursuant to Article 25.12 from the last day of paid sick leave, by paying the full premium costs to the Employer.

Union Leave - Union Representative

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

24.03

- (a) Maternity Leave

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

- (b) Paternity Leave

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

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

- (ii) In the event that during the period of an Employee's maternity leave or paternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or paternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 27.16.

24.04

Adoption Leave

- (a) An Employee who has completed six (6) months continuous employment shall upon written request, giving fourteen (14) calendar days notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with Article 24.04(a) the Employee may commence adoption leave upon one (1) days notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c)
 - (i) Subject to Article 24.04(c)(ii) an Employee granted adoption leave shall provide the Employer with fourteen (14) calendar days notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
 - (ii) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of the undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with Article 27.16.

24.05

Court Appearance

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

24.06

Bereavement Leave

- (a) Upon request, an Employee may be granted up to five (5) consecutive calendar days off work from the date of the death, in the event of a death of a member of the Employee's immediate Family.
 - (i) The Employee shall suffer no loss of regular earnings for this time period.
 - (ii) The Employee will only be paid for the days she was previously scheduled to work during that time period.
- (b) For purposes of Article 24.06(a), 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)
- (c) In the event of the death of an aunt, uncle, niece or nephew, the Employer may grant up to three (3) calendar days of leave of absence, for which the Employee shall suffer no loss of earnings.
- (d) Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore. If the death occurs while an employee is on a pre-approved Leave of Absence, that employee will not qualify for payment for bereavement leave on the days she was scheduled for the Leave of Absence.
- (e) In the event of the death of another relative or friend not listed in Article 24.06(a) or 24.06(b), the Employer may grant up to one day off with pay to attend funeral services.

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

24.07 Educational Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 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 Article 24.01(a) she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

24.08 Terminal Care Leave

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

ARTICLE 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 Employees that work at least thirty (30) hours per week in a Permanent position.

25.02 The Employer shall contribute to the LAPP for eligible 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 work in a position in excess of the hours specified in Articles 25.01 and 25.02, with a predetermined termination date of greater than one year, and who request enrolment in the LAPP, may elect to participate in the LAPP. Once a temporary employee elects to participate in the plan, she cannot opt out of the LAPP unless she transfers 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

GROUP SAVINGS

- 26.01 Regular Full-time and Part-time Employees may participate in the St. Therese Villa Group Savings Plan after successful completion of their probationary period. The Employee may contribute one percent (1%), two percent (2%) or three point five percent (3.5%) of gross earning each pay period to the Group Savings Plan. The Employer will match the Employee's contributions up to three point five percent (3.5%) per pay period.
- 26.02 This Article will expire April 30, 2014.

ARTICLE 27

LAYOFF AND RECALL

- 27.01 It is the exclusive right of the Employer to:
- (a) establish, and vary from time-to-time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place; and
 - (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available;
 - (c) determine if an Employee has the skill and ability to do the work of a different classification when selecting a vacant position or displacing another Employee.

Meeting with the Union

- 27.02 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

- 27.03 (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.
- 27.04 For the purposes of this Article:
- (a) "partial layoff" shall mean a Regular Employee who has, due to the application of this Article:
 - (i) suffered a reduction in regularly scheduled hours in her current classification; or
 - (ii) been placed in a different classification in her current paygrade, either at the same or a lower FTE as her current position; or
 - (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as her current position.
 - (b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of this Article.
 - (c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.
 - (d) "shift pattern" shall mean those patterns generally worked by the Employees as on the regular schedules.

Consultation Process

- 27.05 (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 Article 9.04(a); and
 - (ii) schedule a consultation meeting between the affected Employee, the Employer and the Union, at which time the Employer shall advise the Employee of her retention options according to this Article, provided the Employee has the requisite job-related skills, training, knowledge and other relevant attributes to perform the work required in the retention options.
- (b) The consultation meeting will not be unreasonably delayed as a result of the unavailability of a Union Representative.

Vacancies

- 27.06 Affected Employee(s) shall be presented with the vacancy options listed in this Article below:
- (a) vacant position(s) which shall be comprised of:
 - (i) the Employee's same classification, shift pattern, and FTE;
 - (ii) the Employee's same classification and FTE;
 - (iii) the Employee's same classification but lower FTE; and
 - (iv) a different classification in the Employee's same or a lower paygrade, either at the same or a lower FTE.
 - (b) An Employee who declines a vacant position pursuant to Article 27.06(a) may elect to displace into an occupied position pursuant to Article 27.07(a) below.

Displacement

- 27.07 An Employee who is not placed in a vacant position pursuant Article 27.06(a) shall be presented with the displacement options listed in Articles 27.07(a) and 27.07(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 Article 27.07 shall be laid off and placed on recall.

27.08 An Employee who has been presented with retention options under Article 27.05(a) shall have seventy-two (72) hours from the date of the consultation meeting to advise the Employer of her decision under Articles 27.06 or 27.07.

27.09 Where an Employee is placed in a vacancy or displaced into an occupied position pursuant to Articles 27.05 through 27.08, the Employer shall provide a paid orientation period to that Employee, the nature and length of which shall be determined by the Employer.

27.10 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.

27.11 An Employee who is displaced as a result of another Employee exercising her rights under this Article shall be entitled to exercise her rights in accordance with Articles 27.05 to 27.08.

27.12 The operation of this Article, including revision to shift schedules caused by a reduction under Article 27.03, shall not constitute a violation of the terms of this Collective Agreement.

Layoff

27.13 An Employee who elects to:

- (a) exercise her rights under Articles 27.06(iii) and (iv) and 27.07(iii) and (iv) shall be considered to be on partial layoff, with recall rights.
- (b) not exercise her rights under Articles 27.06 and 27.07 , shall be considered to be on full layoff, with recall rights.

27.14 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

27.15 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 her date of layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs.

Recall

- 27.16
- (a) Where an Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11 Promotions and Transfers. Application for such postings shall be open to all Employees, including those Employees on layoff.
 - (b) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff from the site where the vacancy exists shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work involved.
 - (c) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- 27.17
- (a) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twenty-four (24) month period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the twenty-four (24) month recall period.
 - (b) An Employee's right to recall under Article 27.16 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

- 27.18
- (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 28

DISCIPLINE AND DISMISSAL

28.01 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.

28.02 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.

- 28.03 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.
- 28.04 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 28.05 The procedures stated in Articles 28.01, 28.02 and 28.03 do not prevent immediate suspension or dismissal for just cause.
- 28.06 (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.
- 28.07 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 28.08 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 her or his services with the Employer.
- 28.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 28.10 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 29

BULLETIN BOARD SPACE

- 29.01 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.

ARTICLE 30

HEALTH AND SAFETY COMMITTEE

- 30.01
- (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the 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 Basic Rate of Pay for attendance at Committee meetings. A request by either Party to establish a Site Committee shall not be unreasonably denied.
 - (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union and other bargaining groups, prior to circulation.
 - (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
 - (d) The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
 - (e) Should an issue not be resolved by the Committee, the issue shall be referred to the Executive Director (ED). A resolution meeting between the Committee and the ED, or his or her designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the ED. The ED or designate(s) shall reply in writing to the Committee within twenty-one (21) calendar days of the resolution meeting.
 - (f) Should the issue remain unresolved following the ED or designate(s) written response, the Committee may request and shall have the right to present its recommendation(s) to the Chief Executive Officer (CEO). The CEO shall reply in writing to the Committee within fourteen (14) calendar days of the presentation by the Committee.

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

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

ARTICLE 31

COPIES OF THE COLLECTIVE AGREEMENT

31.01 Within sixty (60) days of the printing of this Collective Agreement, the Employer shall make a copy available for each Employee. The Employer will advise Union where copies will be made available to Employees at the worksite.

31.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

31.03 The Collective Agreement shall be printed in pocket-sized format. Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Union. Cost shall be shared equally between the Parties.

31.04 The Employer and the Union shall endeavor to maintain copies of the Collective Agreement on their respective websites.

ARTICLE 32

GRIEVANCE PROCEDURE

32.01 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 Article 32.05 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 Article 32.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or

- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the 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 Article 32.01(a), (b) and (c) and Article 32.05 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

32.02 Authorized Representatives

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

32.03 Time Limits

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

32.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.

- (c) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.

32.05

Steps in the Grievance Procedure

- (a) Step 1 (Immediate Supervisor)

An Employee who has a grievance shall first discuss the matter with her 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 (Director of the Department, 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 (Executive Director, 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 his 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 his 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.

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 Article 32.06(a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an Arbitration Board; or
 - (ii) arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the Parties, they shall within seven (7) days endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the *Labour Relations Code*.
- (d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days, or as soon as 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.

32.07

Optional Mediation

The Parties may mutually agree to non-binding mediation:

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

ARTICLE 33

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

33.01

- (a) An Employee-Management Advisory Committee (EMAC) shall be established within three (3) months of the signing of the Collective Agreement. The Union Representative shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC. A request by either Party to establish a Site Committee shall not be unreasonably denied.
- (b) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to patient care and other matters related to employment, not covered within the Collective Agreement.

33.02

Where the Parties have an established mechanism that performs the functions of the EMAC as described in Article 33.01(b) and where the mechanism provides for the representation from this bargaining unit then the Employer and the Union Representative may mutually agree to waive Article 33.01(a).

33.03

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

ARTICLE 34

UNIFORMS

- 34.01 The Employer shall develop a policy regarding the wearing of uniforms and identify any areas where uniforms will be provided. A copy of the policy will be provided to the Union.

ARTICLE 35

PROFESSIONAL FEES

- 35.01 Upon receipt of proof of payment, the Employer will reimburse the cost to renew the CLPNA fees each year to any LPN employed by the Employer. The Employee must pay for the fees and submit the original receipt to the Administrator or designate.
- 35.02 This provision will expire January 31, 2014. All receipts for reimbursements must be submitted to Human Resources within thirty (30) days of ratification of the Agreement by both parties.
- 35.03 Beginning January 1, 2015, LPNs employed in benefit eligible Regular positions with the Employer will receive an additional one hundred and twenty-five dollars (\$125.00) per year into their Flex Spending Accounts.

ARTICLE 36

RESIGNATION/TERMINATION OF EMPLOYMENT

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

ARTICLE 37

EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

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

**Covenant Health
St. Therese Villa
Salary Schedule**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Licensed Practical Nurse								
September 1, 2012	24.44	25.50	26.51	27.55	28.59	29.58	30.78	32.00
April 1, 2014	25.17	26.27	27.31	28.38	29.45	30.47	31.70	32.96
September 1, 2014	25.93	27.06	28.13	29.23	30.33	31.38	32.65	33.95
Resident Assistant								
September 1, 2012	18.41	19.36	20.00	20.59	21.27	21.74	22.38	23.06
April 1, 2014	18.96	19.94	20.60	21.21	21.91	22.39	23.05	23.75
September 1, 2014	19.53	20.54	21.22	21.84	22.56	23.06	23.74	24.46
Activity Assistant								
September 1, 2012	22.07	23.00	23.94	24.86	25.89			
April 1, 2014	22.73	23.69	24.66	25.61	26.67			
September 1, 2014	23.41	24.40	25.39	26.38	27.47			
Maintenance								
September 1, 2012	26.84	28.48						
April 1, 2014	27.65	29.33						
September 1, 2014	28.48	30.21						
Unit Clerk								
September 1, 2012	17.28	19.16						
April 1, 2014	18.14	20.12						
September 1, 2014	18.68	20.72						
HCA Student								
September 1, 2012	10.30							
April 1, 2014	10.61							
September 1, 2014	10.93							

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

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #2

BETWEEN

COVENANT HEALTH - ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: HEALTH & SAFETY COMMITTEE

The parties agree that once this agreement is ratified, the Employer and the Union will meet to discuss the transition from the current Occupational Health & Safety Committee at St. Therese Villa to the terms agreed to in Article 30 Health and Safety Committee.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #3

BETWEEN

COVENANT HEALTH - ST. THERESE VILLA

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: TRAINING PROGRAMS - RESIDENT ASSISTANTS

Whereas it is the intention of the Parties to facilitate recruitment of qualified applicants to positions in a manner that is mutually beneficial to the applicant and the Employer, the Parties agree to the following:

1. The Employer may provide a Training Program that will qualify applicants for Resident Assistants to apply for vacant positions within the bargaining unit. The Training Program may include both a classroom and clinical component.
2. During the period of the Training Program, the "Trainee" will not be in the bargaining unit, but will receive a stipend of ten dollars (\$10.00) per hour during the clinical component.
3. Upon successful completion of the Training Program, appointments to vacancies in accordance with Article 11 Promotions and Transfers or to casual status will be at the current Step 1 Basic Rate of Pay.
4. Letters of Offer will include a Return Service Commitment for consideration of the stipend paid during the Training Program. The length of the Return Service Commitment shall be twelve (12) months in a Full-time capacity or the equivalent of one thousand eight hundred point nine (1,800.90) hours in either a Part-time capacity or casual status.
5. Should the Employee resign from the Employer or be terminated prior to completing one thousand eight hundred point nine (1,800.90) hours worked, the Employee will be required to reimburse the Employer for a portion of the total amount of the trainee stipend received. The portion to be reimbursed shall be calculated as a pro-rated amount equaling the total amount of the stipend divided by one thousand eight hundred point nine (1800.90) times the number of hours remaining in the Return Service Commitment.

6. This Letter of Understanding may be terminated by either Party by providing ninety (90) calendar days notice in writing of such intent. The termination of this Letter of Understanding does not negate any prior existing Return Service Commitment with Employees.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #4

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 Article 27.13 and for whom no alternate vacant position is available pursuant to Article 27 Layoff and Recall, shall have the option to select either of:
 - (a) layoff with the placement and recall rights as specified in Article 27 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.
- 7. 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 27 of this Collective Agreement.
- 8. (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.
- 9. 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.
- 10. This Letter of Understanding shall apply over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending August 31, 2015, or upon the date of ratification of the next Collective Agreement, whichever is later.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #5

BETWEEN

COVENANT HEALTH - ST. THERESE VILLA

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: FLEXIBLE SPENDING ACCOUNT

Effective January 1, 2015, the Health Spending Account will be replaced by a Flexible Spending Account (FSA) as follows:

1. Eligibility

- (a) A FSA shall be implemented for all Regular Employees eligible for benefits in accordance with Article 21.03.
- (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) Seven hundred dollars (\$700.00) 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) 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) By December 1st (allocation date) of each 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 commences employment at another Covenant Health site or with another Employer with a FSA shall have her FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year shown below.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____