



Collective Agreement

between

**Covenant Care
Villa Marie
Holy Cross Manor
Chateau Vitaline
St. Marguerite Manor
Foyer Lacombe
St. Teresa Place
Centre de Sante Saint-Thomas
Buffalo Grace Manor
(the "Employer")**

-and-

Alberta Union of Provincial Employees

Expires March 31, 2025

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PURPOSE AND PREAMBLE

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

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

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ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from the date of ratification, to and including March 31, 2025, 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) calendar days or more than one hundred twenty (120) calendar days prior to the expiration of its desire to amend this Collective Agreement.
- 1.02 The Collective Agreement shall continue to be in force and effect until a new Collective Agreement is concluded, the right of the bargaining agent to represent the employees is terminated, or a strike or lockout commences.
- 1.03
- (a) In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
 - (b) In the event any law passed by the Government of Alberta or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
 - (c) Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 1.04 The parties agree that portions of the collective agreement interchange from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement as a result of this change.
- 1.05 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- 1.06 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the ratification of Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.
- 1.07 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope, or by receipted courier, or by facsimile addressed in the case of the Employer to:
- Covenant Care
President
One Twelve Campus

150, 10130 112 Street NW
Edmonton AB, T5K 2K4
FACSIMILE # - 587- 498- 9506

and in the case of the Union to:

The President
Alberta Union of Provincial Employees
10025 182 Street NW
Edmonton AB, T5S 0P7
FACSIMILE # - 780- 930- 3312

ARTICLE 2
DEFINITIONS

- 2.01 "Bargaining Unit" shall mean the unit of Employees as described on the applicable Alberta Labour Relations Board certificate.
- 2.02 "Basic Rate of Pay" shall mean the applicable step in the Employee's classification as set out in the Wage Grid, exclusive of any premium payments or allowances.
- 2.03 "Bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Saturday and ends on Friday.
- 2.04 "Casual Employee" is one who is:
- (a) hired to work on an call in basis; or
 - (b) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (c) relieves for absences the duration of which is three (3) months or less.
- 2.05 "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment.
- 2.06 "Continuous Service" shall mean the period of employment commencing on the latest date of employment for an Employee within the bargaining unit that is not interrupted by termination or dismissal.
- 2.07 "Employee" is an employee of the Employer covered by this Collective Agreement.
- 2.08 "Employee status" shall mean the Full-time, Part-time, Temporary or Casual capacity that an Employee is employed in.
- 2.09 "Employer" shall mean Covenant Care.
- 2.10 "FTE" is Full-Time equivalent and means the ratio of the scheduled hours for the position averaged over the shift cycle held by the Employee to the normal Full-time bi-weekly hours defined at Article 12 Hours of Work in the agreement.
- 2.11 "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.
- 2.12 "Local" means a Local of AUPE.
- 2.13 "Master rotation" or "line rotation" is the master work schedule of off-duty and on-duty shifts which rotates a consistent pattern of shifts that repeat itself during a period no longer than twelve (12) weeks.
- 2.14 "Part-time Employee" shall mean an Employee who is regularly scheduled for less

than the normal hours specified in Article 12 Hours of Work of this Agreement. A Part-time Employee will work a minimum of five (5) hours per shift, except as specified in this Agreement.

- 2.15 "Pick Up Shift" (is an additional shift outside of an Employee's regular shift schedule).
- 2.16 "Position" means: the Employee status, the classification, and the full- time Equivalency (FTE).
- 2.17 "Program" means the delivery of continuing care dependent on a group of health care professionals who systematically provide personal and population-based preventative, curative, rehabilitative and or palliative care services with the current programs being long term care, supportive living, hospice, and dementia care.
- 2.18 "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of a continuing nature.
- 2.19 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
- 2.20 "Shift Schedule" is the regularly scheduled hour of work for each employee which occur in any twenty-four (24) hour period and which is posted every four (4) weeks.
- 2.21 "Temporary Employee" is one who is hired for a period of more than three (3) months but less than eighteen (18) months for a specific position:
- (a) to replace a Full-time or Part-time Employee who is on approved leave of absence; or
 - (b) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee indicated that the duration of such leave will be in excess of three (3) months.
- 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) calendar days written notice to the Employee.
- 2.22 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.23 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.24 "Union Steward" shall mean the official representative of the Union on the worksite and shall be elected or appointed from the Employees covered under this Collective Agreement.
- 2.25 "Vacation" shall mean annual vacation with pay.
- 2.26 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift fall.
- 2.27 The following are regulated health professionals, and who must hold a current practice permit pursuant to the *Health Professions Act* and Regulations:
- (a) Registered Nurse (RN)

- (b) Licensed Practical Nurse (LPN)
- (c) Occupational Therapist (OT)
- (d) Dietician
- (e) Social Worker
- (f) Physiotherapist

2.28 The following are unregulated health professionals:

- (a) Health Care Aide (HCA)
- (b) Unit Clerk
- (c) Recreation Assistant

ARTICLE 3
RECOGNITION

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

3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Collective Agreement.

3.03 (a) For the purposes of this Collective Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officers' names.

(b) The Employer shall grant Union Representatives access to its premises for Union business subject to the approval of Human Resources or their designate.

(c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.

(d) An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin or button shall be worn while on duty. No Union insignia shall be displayed on the Employer's equipment or sites.

3.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except in an emergency or when a regular Employee is not available or for the purposes of training or instruction and provided the act of performing the work does not reduce the hours of pay or work of any regular Employee.

It is understood that the excluded personnel have the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling shifts if no regular employee is available.

3.05 The bargaining units shall be comprised of all employees included in the bargaining unit as described in the applicable certificate, but shall not include the Site Administrator or any other position listed in Appendix B.

3.06 Except in the case of an emergency or Article 16 – Staffing Agencies, the Employee agrees to give the Union notice in writing, at least ninety (90) calendar days prior to contracting out any work which may result in the layoff of any Employee in the

bargaining unit. Discussions will commence between the parties within fourteen (14) calendar days of such notice and reasonable effort will be made to provide continuing employment for affected Employees with the contractor.

3.07 It shall be the responsibility of the Employee to keep the Employer informed of their current address in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.

3.08 **Employment of Students**

Any student employed in the capacity as a student, under this collective agreement or any other provision such as work practicum, work placement, cooperative experience program or special federal or provincial funded programs shall not replace Regular, Temporary or Casual Employees and the employment of students shall not result in the abolishment or layoff of any Employee.

ARTICLE 4

UNION MEMBERSHIP AND UNION DUES

4.01 All Employees have the right:

- (a) to be members of the Union and to participate in its lawful activities;
- (b) to bargain collectively with the Employer through the Union.

4.02 The Employer will, as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union. The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union and membership in the Union shall continue to be voluntary.

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

- (a) the Employee's name;
- (b) mailing address;
- (c) classification;
- (d) site(s);
- (e) Employee status; (Regular Full-time, Part-time, Temporary, Casual);
- (f) Basic Rate of Pay;
- (g) the amount of deduction for each Employee;
- (h) the Employee's gross pay;
- (i) personal phone number;
- (j) Employee number;
- (k) starting date;

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

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

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

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

ARTICLE 5

MANAGEMENT RIGHTS

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

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

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

ARTICLE 6

NO DISCRIMINATION / HARASSMENT

6.01 **Discrimination and Harassment**

Every person who is an Employee has a right to freedom from bullying, harassment and abuse of authority in the workplace by the Employer or agent of the Employer or between Employees because of race, ancestry, place of origin, colour, national origin, age, marital status, family status, physical or mental disability, sexual orientation, gender, gender identity, gender expression, religion, political beliefs, source of income, or Union affiliation.

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

6.03 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, abuse and discrimination, and support a

policy of zero tolerance for violence in the workplace. The Employer shall have a Harassment Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.

6.04 When an incident of workplace harassment or discrimination is alleged, it shall be investigated in accordance with the Employer policy in an objective, timely and sensitive manner. Investigations will be concluded within sixty (60) days from the date the complaint was submitted to the Employer unless circumstances warrant an extension which the Union will not unreasonably deny.

6.05 The Employer shall not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of workplace harassment or discrimination.

6.06 The Manager, in consultation with the Human Resource representative, shall ensure that the complainant and respondent are informed in writing of the outcome of the harassment or discrimination investigation.

6.07 **Working Alone**

The Union and the Employer recognize the right of the Employees to work in a safe and secure environment and support a policy of addressing 'working alone' in the workplace. The Employer shall have a Safe Working Alone Policy available to all Employees. Should the Employer change, modify or remove the policy, the Union will be notified forthwith.

6.08 **Diversity Recognition**

The Union and the Employer recognize the diversity of the workplace and the multi-cultural and linguistic composition of the workforce. English is the language in the workplace, except as required for the care of a resident. Employees may speak any language during rest breaks, meal breaks and other unpaid time.

6.09 **Reasonable Expectation of Privacy**

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

ARTICLE 7

IN-SERVICE EDUCATION AND EMPLOYEE PROFESSIONAL DEVELOPMENT

7.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs, which may be offered by the Employer.

7.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The Employer shall provide Employees with a list of compulsory in-service sessions that, depending on the Employee's classification, may include:

- (a) Cardio- Pulmonary Resuscitation (CPR) including defibrillation;
- (b) Emergency preparedness including fire, evacuation and disaster procedures;
- (c) Prevention and management of staff abuse including management of

responsive behavior and / or non-violent crisis intervention;

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

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

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

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

7.04 An Employee who is required by the Employer to complete on-line training shall be paid at the applicable rate of pay. An Employee is required to obtain prior authorization before overtime is worked. An Employee is required to provide proof of training completion in order to receive payment.

7.05 **Professional Development**

- (a) All Regular Employees, who have completed their probationary period, shall be granted up to two (2) professional development days at their Basic Rate of Pay each calendar year for professional development related to skills required for the care of residents in supportive living, dementia, hospice, and long-term care.
- (b) All Regular Employees who have completed their probationary period and who are employed in a profession with regulations established under the *Health Professions Act*, shall be granted up to two (2) additional professional development days at their Basic Rate of Pay each calendar year for the purposed outlined in (a).
- (c) Professional development leave is subject to operational requirements. Requests for leave shall not be unreasonably denied. An Employee shall provide as much notice as possible of their request for professional development leave. Employees shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer. Professional development leave entitlement not taken in a calendar year

shall be forfeited and will not be paid out.

ARTICLE 8

PROBATIONARY PERIOD

- 8.01 (a) An Employee shall serve a single probationary period of five hundred three and three-quarter (503 $\frac{3}{4}$) hours worked, exclusive of training, or six (6) months, whichever comes first, for each period of continuous employment not interrupted by termination or dismissal.
- (b) The probationary period may be extended for a period up to an additional five hundred and three and three-quarter (503 $\frac{3}{4}$) hours worked, by consent of the Union. The reasons for the extension shall be provided to the Employee in writing.
- (c) During the probationary period, (including an extended probation period) the Employee may be terminated for any reason, without notice or pay in lieu of notice, except as may be provided by the provisions of the *Alberta Employment Standards Code*.
- (d) The Employer shall provide a reason for the termination to the Employee. The Employee shall have recourse to the grievance procedure set out in this Collective Agreement with respect to termination up to Step 1.
- 8.02 Notwithstanding Article 10 Performance Appraisals and Personnel Files, the Employer shall provide a performance review of each probationary Employee at least once during their probationary period.
- 8.03 **Orientation**
- The Employer shall provide a paid orientation for all Employees, including:
- (a) orientation for at least two (2) shift pattern (days, and / or evenings, and/or nights) that the Employer assigns the Employee to work; and
- (b) an orientation to the site and/or Employer organization; as determined by the Employer.
- (c) The Employee's first (1st) four (4) shifts of resident care shall be under guidance in the relevant work area and will include dementia care and safety information as applicable by Classification.
- 8.04 (a) An Employee's request for additional orientation shifts under guidance or supervision in resident care shall not be unreasonably denied.
- (b) Employees absent from work for at least one (1) calendar year or more will be provided appropriate support to properly re-orient them to the position.
- 8.05 An Employee, absent for twelve (12) months or more, or who is transferred to a new program, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.
- 8.06 When the Employer schedule an orientation for new Employees, the Employer shall advise the Chapter Chairperson by electronic mail and copy the Union. The representative of the Union will confirm attendance.
- 8.07 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 9
SENIORITY

- 9.01 (a) An Employee's "seniority date" shall be the date on which a Regular Employee's continuous service commenced in the Bargaining Unit (including all continuous service prior to certification), including all periods of continuous service as a Casual, Temporary or Regular Employee.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 9.01(a).
- 9.02 Seniority shall be considered in determining:
- (a) the distribution of 'pick up shifts' meaning hours of work subject to the provisions of Articles 12 Hours of Work;
- (b) the selection of lines in the available master rotations by Employees, subject to the provisions of Letter of Understanding #10 – Line Selection Process;
- (c) preference of vacation time subject to the provisions in Article 20 Annual Vacation;
- (d) layoffs and recalls, subject to the provisions specified in Article 26 Layoff and Recall; and
- (e) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 11 Appointments, Promotions and Transfers.
- 9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee; or
- (b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work on recall, as provided in Article 26.
- 9.04 **Posting of Seniority Lists**
- The seniority lists shall be posted for each Bargaining Unit by classification. The lists will be updated and posted on the Union bulletin board not less frequently than every six (6) months. The seniority lists will include an employee's name, classification, full-time equivalent (FTE), seniority date, and date of hire of each Regular Employee in the Bargaining Unit in chronological order.
- If an Employee is appointed to or fills a position outside the Bargaining Unit they keep their seniority but do not earn any additional seniority for the period of time they are working outside the Bargaining Unit. Should the Employee not return to their bargaining unit position within eighteen (18) months they will lose any earned seniority.
- 9.05 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.

- 9.06 Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Employee is unable to provide satisfactory proof, the strict provisions of Clause 9.01 will apply, based on the Employer's available records.
- 9.07 In the event two (2) or more Employees have the same seniority date, seniority of the affected employees shall be determined by a numerical lottery drawing done by the Employer, and witnessed by the Chapter Chairperson, a Union Representative, or a designate.
- 9.08 If an Employee is appointed to or fills a position outside the Bargaining Unit they keep their seniority but do not earn any additional seniority for the period of time they are working outside the Bargaining Unit. Should the Employee not return to their bargaining unit position within eighteen (18) months they will lose any earned seniority.

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.
- (c) The performance appraisal documents will be stored electronically in the Employer's human resources information system. The Employee shall have the opportunity to reflect their comments in the performance appraisal. The Employee shall be provided with a copy of their performance appraisal upon request.
- 10.03 An Employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, the Human Rights Commission or as required by law, without the written consent of the Employee.

10.04 **Personnel Files**

An Employee shall be given a copy of the contents of their personnel file upon request, within two (2) days, excluding Saturdays, Sundays, and Named Holidays.

ARTICLE 11

APPOINTMENTS, PROMOTIONS AND TRANSFERS

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

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

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

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

11.04 (a) For vacancies within the bargaining unit the Employer shall first give preference to qualified applicants who are member of the bargaining unit before considering applicants from outside the bargaining unit.

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

(c) As an alternative to (b), the Employer may elect at the time of posting to the following:

When making transfers and filling vacancies within a site, and classification and Program within the bargaining unit, seniority shall be the deciding factor.

11.05 (a) Employees who are interviewed for a posted transfer and / or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment. Employees may submit a request to Human Resources for feedback on the selection process.

(b) The name of the successful applicant for each posting will be posted on the bulletin boards. The Chapter Chairperson shall be advised of the successful candidate.

(c) The Employer shall confirm in writing to the Employee at the time of the hire or transfer, the classification and rate of pay for the position they are filling.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement and subject to mutual agreement of the Employer and the Union.

- 11.06 An Employee who is transferred before completing their probationary period shall complete the initial probationary period in the new position.
- 11.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is affected by the Parties statutory obligation to accommodate placement.
- 11.08 A Regular Employee who applies for and is successful on a temporary posting shall maintain their status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to their former position. At the completion of their temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

ARTICLE 12

HOURS OF WORK

- 12.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (a) In the case of Health Care Aides (HCA), up to seven point five (7.5) hours per day. A full-time position (1.00 FTE) shall be thirty-seven point five (37.5) hours per week averaged over the length of their rotation.
 - (b) In the case of all other classifications, up to seven point seven five (7.75) hours per day. A full-time position (1.00 FTE) shall be thirty-eight point seven five (38.75) hours per week averaged over the length of their rotation.

Local Condition for Chateau Vitaline

Notwithstanding Article 12.01(b), regular hours of work for Full-Time Employees in all classifications, exclusive of meal periods, at Chateau Vitaline shall be up to seven point seven five (7.75) hours per day. A Full-time position (1.00 FTE) shall be thirty-eight point seven five (38.75) hours per week averaged over the length of their rotation.

- 12.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either
 - (i) two (2) paid rest periods of fifteen (15) minutes during each full working shift of seven point five (7.5), or seven point seven five (7.75); or
 - (ii) one (1) paid rest period of thirty (30) minutes during each full working shift of seven point five (7.5), or seven point seven five (7.75) if this is more compatible with the scheduling of work assignments as determined by the Employer.
 - (b) include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each partial shift of three point seven five (3.75) or three point eight seven (3.87) hours.
 - (c) exclude, a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- 12.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily

available for duty during their meal period, they shall be so advised in advance and be paid for that meal period at their Basic Rate of Pay.

- (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during their meal period or rest period they shall be given a full meal period or rest period later in their shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at the overtime rate specified in Clause 13.02; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Clause 12.03(a), at the overtime rate specified in Clause 13.02.

12.04 Hours of work include day, evening, night and weekend shifts. Work schedules will vary according to rotation.

- 12.05
- (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, the Master Rotation shall provide for:
 - (i) at least fifteen and one-half (15 ½) hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest;
 - (iii) days of rest on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-five point five (55.5) hours off duty;
 - (iv) an Employee will not be scheduled to work more than six (6) consecutive shifts.
 - (b) Additional optional scheduling systems may be mutually agreed to in writing between the Employer and the Union.
 - (c) Should the Employer decide to change the Master Rotation, the line selection process shall be in accordance with Letter of Understanding #10-Line Selection Process.

12.06 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Clause 12.04.

- (b) The shift patterns which may be available are:
 - (i) permanent rotating shift of any two (2) of days, evenings or nights;
 - (ii) permanent evenings;
 - (iii) permanent nights;
 - (iv) permanent days.

Shift patterns may be changed when there is a change of the master rotation, when operational requirement support the change.

- (c) An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.

12.07 **Posting of Shift Schedules**

The Shift Schedule shall be posted or available not less than twenty-eight (28) calendar days before the effective date of the Shift Schedule. When the Employer requires a change in the scheduled days of work with less than fourteen (14) calendar days' notice, the Employer shall be paid at the overtime rate specified in

Clause 13.02 for the first shift of the changed schedule.

12.08

Trading or Exchanging Shifts

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

12.09

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

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

12.10

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

12.11

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

12.12

Pick Up Shifts

- (a) Part-time Employees may pick up shifts in addition to their regularly scheduled shifts up to the full time equivalent for their classification. Part-time Employees and Casual Employees shall submit to the Employer by the fifteenth (15th) of the month their availability for the following calendar month;
- (b) **Critical Shifts**
Critical shifts are shifts that become available:
 - (i) at or after the shift start time; or
 - (ii) in the immediate twelve (12) hour period before the shift start time.Critical shifts shall be posted for all Part-time Employees and Casual Employees within the Bargaining Unit and Classification. The Shift shall be awarded to the first employee who responds to the Employer who is able to work the shift without incurring overtime.
- (c) **Urgent Shifts**
Urgent shifts are shifts that become available:
 - (i) more than twelve (12) hours and equal to or less than twenty-four

- (24) hour period before the shift start time; or
- (ii) on a weekend as defined in Article 18 – Weekend Premium; or
- (iii) on a long weekend, defined for this Clause as a weekend that is extended by a Named Holiday occurs on a Friday or a Monday.

Urgent shifts shall be posted for a one (1) hour period for all Part-time Employees within the Bargaining Unit and Classification. After the one (1) hour period, the shift shall be awarded to the most senior Part-time Employee who responds and is able to work the shift without incurring overtime. If no Part-time Employee responds, then the shift shall be awarded to the first Casual Employee within the Bargaining Unit and Classification who responds to the Employer who is able to work the shift without incurring overtime.

(d) Pre-Book Shifts

Pre-book shifts are shifts that become available outside of the periods defined for critical or urgent shifts.

Pre-book shifts shall be posted for all Part-time Employees within the Bargaining Unit and Classification who have submitted their availability. The shift shall be awarded by seniority on a fair, rotational basis.

A pre-book shift that remains unfilled after this process shall be posted as an urgent shift as outlined in Clause 12.12 (c).

- (e) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work.
- (f) Shifts picked up by the Employees shall not be deemed a violation of the scheduling provisions of this Article.

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

ARTICLE 13

OVERTIME

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

- (a) seven and a half (7½) hours per day or seventy five (75) hours biweekly for Health Care Aides;
- (b) seven and three-quarter (7¾) hours per day or seventy-seven and one half (77.5) hours biweekly for all other classifications.

Local Condition for Chateau Vitaline

seven and three-quarter (7¾) hours per day or seventy-seven and one half (77.5) hours bi-weekly for all classification of Employees.

13.02 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.

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

Local Condition for Registered Nurses

The overtime rate of two (2X) times the Basic Rate of Pay shall be paid for all overtime worked.

13.04 Where an Employee works overtime on a Named Holiday it shall be at a rate of two (2X) times the Basic Rate of Pay for overtime hours worked.

13.05 No Employee may waive their entitlement to overtime.

13.06 Compensating Time Off / Time Off With Pay In Lieu Of Overtime

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

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

13.08 Failure to provide at least fifteen and one-half (15 ½) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during the fifteen and one-half (15 ½) hour period between shifts unless mutually agreed between the Employer and the Employee.

ARTICLE 14

PAYMENT OF WAGES

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

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

14.02

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

- (a) For Employees who, in accordance with Clause 12.01 work seven point seven five (7.75) hours per day, after they have worked two thousand twenty-two point seven five (2,022.75) hours paid at the Basic Rate of Pay.
- (b) For Employees who, in accordance with Clause 12.01, work seven point five (7.5) hours per day, after they have worked one thousand nine hundred, fifty-seven point five (1,957.50) accrued hours paid at the Basic Rate of Pay.
- (c) For clarity, hours counted towards an Employee's next increment include hours worked as follows:
 - (i) regular shifts;
 - (ii) relief or extra shifts;
 - (iii) paid education shifts;
 - (iv) paid Statutory Holidays and worked Statutory Holidays;
 - (v) paid vacation days;
 - (vi) all paid absences.

14.03

When an Employee is transferred to a classification with a higher rate of pay, they 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, they shall be advanced to the next higher increment for the higher classification.

14.04

- (a) When an Employee voluntarily transfers to a classification with a lower rate of pay; their salary shall be adjusted immediately to the pay step in the lower pay range that recognizes their previous experience in accordance with Clause 14.05.
- (b) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of their own, shall continue to receive their previous Basic Rate of Pay until the Basic Rate of Pay for the lower paid classification is equal to or greater than their previous Basic Rate of Pay, or for a period of eighteen (18) months, whichever is earlier, at which time they will then receive the Basic Rate of Pay for the classification to which the position is allocated.

14.05

Recognition of Previous Experience

- (a) For newly hired Employees, where the Employee has experience working in the given job classification which is satisfactory to the Employer, the Employer will recognize such experience. Recognition of previous

experience will be on the basis of one (1) annual increment for each one (1) full year of service up to the maximum of the wage scale of the applicable job classification. Part-time service shall be recognized on a pro-rata basis with one (1) full year of experience recognized in accordance with the hours required under the wage scale in the qualifying period.

- (b) It shall be the responsibility of the newly hired Employee to provide to the Employer reasonable proof of recent related experience in order to be considered for recognition of previous experience. If the Employee fails to do so within ninety (90) days of their date of hire, they will not be entitled to retroactivity.
- (c) Experience prior to a three (3) year lapse will not be recognized. 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 applicable regulatory college under the *Health Professions Act*.

14.06

New Classifications

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

- (a) The Employer shall establish a classification and a proposed rate of pay and give written notice of same to the Union along with the classification specifications.
- (b) If the Union does not agree with the proposed rate of pay, representatives of the Employer and the Union, shall, within thirty (30) calendar days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a rate of pay for the new classification.
- (c) Should the Parties, through discussion and negotiation, agree regarding a rate of pay for the new classification the rate of pay shall be retroactive to the date the new classification was implemented.
- (d) Should the Parties not be able to agree to a rate of pay the Union may, within forty-five (45) calendar days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in the negotiations, shall be implemented.

14.07

- (a) **Overpayment**

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

- (b) **Underpayment**

Should the Employer issue an Employee an underpayment of wages and / or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. When an Employee is underpaid an amount less than five (5.0) hours at the Employee's Basic Rate of Pay adjustment shall be made on the next regularly scheduled bi-weekly pay. When an Employee is underpaid an amount five (5.0) hours or more at the Employee's Basic Rate of Pay, adjustment shall be made on an off-cycle pay. The underpayment must be identified with sufficient time to process the adjustment prior to the deadline for payroll processing. In the case of undue hardship for an Employee, the Employer shall make every reasonable effort to make the correction as soon as possible.

- (c) Underpayment and overpayment recoveries are limited to a period of one (1) calendar year from the date they are discovered.

14.07 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums. Where two or more applicable premiums are expressed as multiples of the Basic Rate of Pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums.

ARTICLE 15

OTHER COMPENSATION

15.01 **Preceptor Pay**

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

15.02 **Practicum Pay**

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

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

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

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

In recognition of this assigned in charge responsibility role, a Registered Nurse will be paid an In-Charge Pay Premium of two dollars (\$2.00) per hour.

15.05 **Temporary Assignment Pay**

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

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

ARTICLE 16

STAFFING AGENCIES

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

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

ARTICLE 17

SHIFT PREMIUM

17.01 **Evening Shift**

A Shift Differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

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

17.02 **Night Shift**

A Shift Differential of four dollars and fifty cents (\$4.50) per hour shall be paid:

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

For Registered Nurses the Shift Differential will be five dollars (\$5.00) per hour. Effective the start of the first pay period after the date of ratification, the night Shift Differential shall be five dollars (\$5.00) per hour for all classifications.

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

17.04 An Employee shall be paid both Shift Differential and Weekend Premium in addition to regular pay and overtime pay.

ARTICLE 18

WEEKEND PREMIUM

18.01 A Weekend Premium of three dollars and fifty cents (\$3.50) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that at least two (2) hours is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

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

18.03 An Employee shall be paid both Shift Differential and Weekend Premium in addition to regular pay and overtime pay.

ARTICLE 19

NAMED HOLIDAYS

19.01 Regular Full-time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

New Year's Day	Labour Day
Alberta Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

any day proclaimed to be a holiday by:

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

19.02 Employees obligated to work on the Named Holiday shall receive one and one-half (1½X) times the Basic Rate of Pay for all hours worked.

19.03 Regular Full-time Employees who work on a Named Holiday, shall receive a mutually agreed day off with pay within thirty (30) calendar days following the Named Holiday or during such longer period as may be mutually agreed upon.

19.04 An Employee obligated to work on Christmas Day shall be paid for all hours work on the Named Holiday at two (2X) times the Employee's Basic Rate of Pay.

19.05 When a Named Holiday falls on a day that would otherwise be a Regular Full-

time Employee's regular scheduled day off, or during an Employee's vacation, the Employee shall receive either:

- (a) an alternate day off at a mutually agreed time; or
- (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at their Basic Rate of Pay.

19.06 The Employer shall schedule an Employee in such a manner to provide them with days off on at least three (3) of the actual Named Holidays as provided in this Article.

19.07 (a) Unless an Employee requests otherwise in writing, they shall be scheduled to be given either Christmas Day or New Year's Day off.

(b) Employees shall be scheduled to work on Christmas Day or New Year's Day but not on both Holidays unless otherwise requested. If an Employee has worked on Christmas Day the previous year, the Manager shall make every effort not to schedule them for Christmas Day the following year. When the Employee has been scheduled to have Christmas Day or New Year's Day off, the Employer shall make every effort to schedule the preceding day off as well.

19.08 Notwithstanding Clauses 19.03 and 19.04 any remaining alternate days off not taken by December 31st of each year shall be paid out the Employee's Basic Rate of Pay.

19.09 Part-time and Casual Employees will receive five (5%) per cent of regular earnings, paid sick time, and vacation pay, for named and statutory holiday pay in lieu of the Named Holidays, on each pay cheque.

ARTICLE 20

VACATION

20.01 **Vacation Entitlement**

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

For Registered Nurses:

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

For all other classifications:

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

Effective April 1, 2015 – For all other classifications For all other classifications:

Employee Group	During Years of Service	Entitlement (Vacation days with pay or pay)
Full time and Part time	During the 1 st year	10
	During the 2 nd – 4 th years	15
	During the 5 th -14 th years	20
	During the 15 th and subsequent years	25
Casual	During the 1 st year	4%
	During the 2 nd – 4 th years	6%
	During the 5 th -14 th years	8%
	During the 15 th and subsequent years	10%

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

20.02

Time of Vacation

- (a) (i) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January fifteenth (15th) of each year. AN Employee shall submit their vacation preference for at least 75% of their annual vacation by March thirty-first (31st). Where an Employee submits their vacation preference by March thirty first (31st) of that year, the

Employer shall indicate approval or disapproval of that vacation request by April thirtieth (30th) of the same year. A vacation period may be divided by mutual agreement between the Employee and the Employer.

- (ii) When an Employee submits a written vacation request after March thirty first (31st), the Employer shall provide written approval or disapproval of the vacation request within thirty fourteen (14) calendar days of the request.
- (b) Seniority within each classification and each unit shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- (c) A request to utilize vacation after the application of the vacation planner shall be made in writing to the Employer. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the first (1st) day of vacation.

20.03 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) vacation days. Any vacation not used beyond this accrual shall be paid out by the Employer as of March thirty first (31st) of each year.

ARTICLE 21

EMPLOYEE BENEFIT PLANS

21.01 The Employer shall facilitate the procurement, by Regular and Temporary Employees (who are working in positions with a term of greater than six (6) months), of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued:

- (a) Effective the date specified in **Letter of Understanding #???** – Benefit Plan Design Changes, Covenant Care Benefit Plan, inclusive of:
 - (i) Group Life Insurance (Basic)
2x annual salary for Registered Nurses to a maximum of \$500,000.00
1x annual salary for all other employees to a maximum of \$300,00.00
Dependent Life Insurance for all other classifications including Registered Nurses of \$10,00 for spouse and \$5,000 for the child
 - (ii) Accidental Death and Dismemberment (Basic)
 - (iii) Short-term Disability
Short-term Disability income replacement for a period of up to twenty-six (26) weeks during a qualifying disability equal to sixty-six and two-thirds (66 2/3%) percent of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits.
 - (iv) Long-term Disability

Long-term Disability income replacement during a qualifying disability equal to sixty-five (65%) percent of the first (1st) two thousand dollars (\$2000) of basic monthly earnings, fifty-five (55%) percent of the next two thousand five hundred dollars (\$2,500) of basic monthly earnings, and forty-five (45%) percent of the remaining monthly earnings up to a maximum of (\$6,000).

(v) Dental Plan

Dental plan which provides for the reimbursement of eighty (80%) percent of eligible Basic Services, fifty (50%) percent of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current dental fee guide. A maximum annual reimbursement of two thousand (\$2,000) dollars per insured person for Basic and Extensive Services and a maximum lifetime reimbursement of two thousand dollars (\$2,000) per insured person for Orthodontic Services.

(b) EI SUB Plan

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

21.02

Employees eligible for enrolment in benefit plans are as follows:

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

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

21.03

RRSP Plan

The Employer shall provide a Group RRSP matching pension plan. Eligible employees can contribute up to:

- (a) Four percent (4%) for Registered Nurses;
- (b) Three point five percent (3.5%) for all other classifications.

Employee contributions shall be matched by the Employer. RRSP contributions will be made through payroll deduction.

Enrolment in the Group RRSP plan is voluntary. An open period will occur once a year in November. In the event a participating Employee opts out of, or withdraws funds from the RRSP, the Employee shall not be eligible to continue

participating in the RRSP and the Employer's obligations to contribute to the Plan shall cease.

21.04 **Flex Spending Account**

Once a year, on January 1st, Regular Full-time staff will receive a credit amount assigned to their Flex Benefit Program (Regular Part-time Employees receive a pro-rated amount). Eligibility for Flex occurs on December 1st of each year based on the criteria outlined in Clause 21.02. The program includes: health, wellness, education technology, legal, personal interest, nutrition and weight management. Family care and RRSPs as allowed by Canada Revenue Agency.

Flex benefit credit amounts, as are follows:

- (a) For Registered Nurses three (3%) of base wages up to a maximum of three thousand (\$3,000) dollars per year;
- (b) For all other classifications eight hundred (\$800) dollars per year.
Effective January 1, 2025: For all other classifications nine hundred (\$900) dollars per year.

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

21.05 The premium costs shall be shared as follows:

- Basic Life, Dependent Life and AD&D: 100% employer paid
- Short-term and Long-Term Disability: 100% employee paid
- Bridging Benefits – 100% employer paid
- Supplementary Health and Dental: 70% employer paid / 30% employee paid
- Flexible Benefit Program: 100% employer paid
- EFAP: 100% employer paid

Effective the date specified in Letter of Understanding #XXX – Benefit Plan Design Changes, the premium costs shall be shared as follows:

- Basic Life, Dependent Life and AD&D: 100% employer paid
- Short-term and Long-term Disability: 100% employee paid
- Supplementary Health and Dental: 70% employer paid / 30% employee paid
- Flexible Benefit Program: 100% employer paid
- EFAP: 100% employer paid

21.06 The Employer shall make available to eligible Employees information outlining the above plans.

21.07 The Employer will provide one (1) copy of each of the plans to the Union.

ARTICLE 22

SICK LEAVE

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

22.02 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment, and that absences from

work due to such therapy shall be considered sick leave.

22.03 After an Employee has completed their probationary period, they shall be allowed a credit for sick leave from the date of employment at the rate of one (1) working day for each full month of employment up to a maximum credit of eighty-five (85) working days (six hundred thirty-seven point five (637.50) hours for Employees working seven point five (7.5) hours or six hundred fifty-eight point seven five (658.75) hours for Employees working seven point seven five (7.75) hours) provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of their probationary period.

Part-time Employees shall earn sick leave credits on a pro-rata basis to a Full-time Employee.

Sick leave shall not accrue during periods of the following absences, which exceed thirty (30) calendar days:

- (a) illness;
- (a) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short-term Disability insurance Plan or the Long-term Disability insurance Plan;
- (f) periods while in receipt of compensation from the Workers' Compensation Board.

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

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

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

22.06 When an Employee has accrued the maximum sick leave credit of eighty-five (85) working days (six hundred thirty-seven point five (637.50) hours for Employees working seven point five (7.5) hours or six hundred fifty-eight point seven five (658.75) hours for Employees working seven point seven five (7.75) hours) they shall no longer accrue sick leave credits until such time as their total accumulation is reduced below the maximum. At that time they shall recommence accumulating sick leave credits.

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

Employees may be required to submit satisfactory proof of such appointment.

Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.

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

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

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

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

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

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

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

22.11 **Duty to Accommodate**

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

- (a) if an Employee is capable of performing the duties of their former position, they shall be reinstated by the Employer in the same position which they held immediately prior to their disability at not less than the same increment in the salary schedule and other benefits that accrued to them

prior to their disability;

- (b) if an Employee is incapable of performing the duties of their former position but can perform the duties of their former classification, an effort to accommodate to the point of undue hardship shall be made by the Employer to place them in an available or modified position that they can perform. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;
- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to section (a), or
 - (ii) for whom, after an effort to accommodate to the point of undue hardship having been made pursuant to section (b), alternate employment is not available,

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

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

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

ARTICLE 23

ON-CALL/CALL BACK

23.01 The term "On-Call Duty" shall be deemed to mean any period during which a Maintenance Worker is not working must be available to respond without undue delay to any request to return to duty. Employees required by the Employer to be on "On-Call Duty" shall receive:

- (a) three dollars and thirty cents (\$3.30) per hour of assigned on-call on any regularly scheduled working day; or
- (b) four dollars and fifty cents (\$4.50) per hour of assigned on-call on any regular day off or Named Holiday.

The on-call premium in this Clause shall continue to be paid during the time worked during a call-back as outlined in this Article, including during time paid at overtime rates.

- 23.02 (a) When a Regular Full-time Maintenance Worker is called back to work outside of scheduled working hours, they shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates, whichever is the greater.
- (b) A Regular Part-time Maintenance Worker who has completed a shift and is called back and required to return to work outside the Regular Part-time Employee's regular hours, shall be paid for the call at overtime rates or a minimum of two (2) hours at overtime rates, whichever is greater.
- (c) Such Employee shall be reimbursed for a round trip between their place of employment and their home at the Employer's rates per kilometer.

- (d) A subsequent call within two (2) hours of the original call shall be considered one (1) call for the purpose of determining minimum call-back pay.
- 23.03 An Employee who is called back to work on a Named Holiday in accordance with Clause 23.02, shall receive two and one-half times (2 1/2X) their Basic Rate of Pay for the actual hours worked or a minimum of two (2) hours whichever is greater.
- 23.04 When a call-back forms a continuous period with the Employee's normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled shift and the normal working hours shall not be reduced as a result of such call-back except by mutual consent.
- 23.05 Where an Employee works more than six (6) hours on a call-back pursuant to this Article, and there is not a minimum of six (6) hours off duty in the twelve (12) hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next shift, without loss of regular earnings.
- 23.06 When an Employee is consulted by telephone or electronic method and has been:
- (a) assigned to on-call duty and authorized by the Employer to handle job related matters without returning to the workplace; or
 - (b) designated by the Employer to handle job-related matters without returning to the workplace,
- the Employee shall be paid at the applicable rate for the total accumulated time spent on telephone or electronic consultation(s) and corresponding documentation and resolution during the on-call period. If the total accumulated time is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes. Any calls within a single one (1) hour period will be considered one incident.

ARTICLE 24

WORKERS' COMPENSATION

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

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

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

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

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

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

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

ARTICLE 25

LEAVE OF ABSENCE

25.01 **General**

- (a) Employees who are on Leave of Absence will not engage in any gainful employment with any other Employer while on such leave, unless otherwise agreed by the Union and the Employer. Any Employee who engages in gainful employment while on a leave of absence will forfeit all seniority rights and privileges contained in this Agreement.
- (b) Any Employee who has been granted a leave of absence of any kind and

overstays their leave, except in emergency situations, shall be considered to have terminated their employment without notice.

- (c) All requests for leave of absence must be submitted to the applicable Manager for final approval. Requests shall not be unreasonably denied.
- (d) Employees may elect to continue benefits by pre-arranging payment for the Employer and Employee portions of premiums for any leave of thirty (30) calendar days or longer.

25.02

Leave Without Pay

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

25.03

Maternity, Parental, Adoption Leave

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

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

Maternity Leave

- (a) Employees are entitled to up to seventy-eight (78) weeks of unpaid job-protected leave in the event of the birth of a child. Leave is composed of sixteen (16) weeks of Maternity Leave and sixty-two (62) weeks of Parental Leave.
- (b) The Employer can require the Employee to obtain and submit a medical certificate certifying pregnancy and giving the estimated date of delivery. The Employer shall reimburse the Employee for the fee charged for submitting the medical certificate.
- (c) Maternity leave can begin at any time within thirteen (13) weeks prior to the estimated date of delivery.
- (d) If the pregnancy interferes with the Employee's job performance during the thirteen (13) weeks before the estimated date of delivery, the Employee may start Maternity leave. The Employer shall be notified in writing.
- (e) An Employee must take at least six (6) weeks of Maternity Leave after the birth of their child, unless the Employer agrees to early

resumption of employment. The Employee must provide a medical certificate indicating that resumption of work will not endanger their health.

Parental/Adoption Leave

- (a) Fathers and/or adoptive parents are eligible for up to sixty-two (62) weeks of unpaid, job-protected Parental Leave. Adoptive parents can take Adoption Leave for any child under age 18.
- (b) Parental/Adoption Leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed sixty-two (62) weeks.
- (c) Parental/Adoption Leave can begin at any time after the birth or adoption of the child but must be completed within seventy-eight (78) weeks of the date a baby is born, or an adopted child is placed with the parent.
- (d) Employees who intend to share Parental Leave must advise their respective Employers of their intention to do so.
- (e) Parents will still be eligible for the Adoption Leave if medical reasons, or circumstances related to adoption, prevent the employee from giving six (6) weeks' notice. When this happens, written notice must be given to the Employer as soon as possible.

25.04

Bereavement Leave

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

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

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

- (c) In the event of the death of an aunt, uncle, niece or nephew, the Employer may grant up to three (3) scheduled working days of Bereavement Leave within a seven (7) calendar day time frame.

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

- (d) Bereavement Leave shall be extended by up to two (2) additional working days with no loss of income if travel more than two hundred and fifty (250) kilometers one way from the Employee's residence is necessary for the purpose of attending the funeral. At the time of the Bereavement Leave notification, the Employer may request reasonable evidence of travel out of province.
- (e) Bereavement Leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in (b) or (c) depending on the needs of the operation.

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

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

25.05

Court Duty

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

25.06

The Employer shall provide unpaid leaves of absence in accordance with the requirements of the Alberta *Employment Standards Code and Regulations*, as amended. For ease of reference, the current statutory leaves include:

Leave Type	Leave Duration
Compassionate care	Up to 27 weeks
Critical illness of a child	Up to 36 weeks
Critical illness of an adult	Up to 16 weeks
Disappearance of a child	Up to 52 weeks
Death of a child as a result of a crime	Up to 104 weeks
Reservist	Time that is necessary for annual training or Canadian Forces operations
Citizenship ceremony	Half day once per lifetime
Domestic violence	Up to 10 days per year

25.07

Education Leave

(a) A leave of absence without pay and benefits may be granted to an Employee at the discretion of the Employer to enable the Employee to participate in education or exchange programs.

(b) During an Employee's educational leave, they may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which they are on leave.

25.08

Union Steward Leave

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

- (b) Subject to operational requirements, the Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.
- (d) One (1) Employee or more employees, who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority and position. If it is permissible under the group health and life plans and any other plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of eighteen (18) months. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

25.09

Negotiations

- (a) An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay (actual salary paid including differentials and premiums where applicable) and without loss of seniority and position in order to prepare for and participate in negotiations with the Employer.
- (b) No more than three (3) Employees per Bargaining Unit may be absent for the purpose of preparing for collective bargaining. No more than one (1) Employee per Bargaining Unit may be absent for the purpose of attending negotiations meetings.
- (c) When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer.
- (d) The Union agrees to reimburse the Employer for actual salary (including differentials and premiums where applicable) to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits plus a reasonable administrative fee.

25.10

Personal and Family Responsibility Leave

Two (2) Personal Leave Days with pay are provided by the Employer for the purpose of attending to personal matters and family responsibilities. Employees shall request such days as far in advance as possible. Requests for personal leave shall not be unreasonably denied, subject to operational requirements.

An additional three (3) Personal Leave Days without pay may be granted

upon request.

ARTICLE 26

LAYOFF AND RECALL

- 26.01 It is the exclusive right of the Employer to:
- (a) establish, and vary from time-to-time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place; and
 - (b) assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available;
 - (c) determine if an Employee has the skill and ability to do the work of a different classification when selecting a vacant position or displacing another Employee.
- 26.02 **Meeting with the Union**
- The Employer and the Union recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.
- 26.03 **Notice of Reduction**
- (a) When, in the opinion of the Employer, it becomes necessary to:
 - (i) reduce the number of Regular Employees; or
 - (ii) reduce a Regular Employee's regularly scheduled hours of work; or
 - (iii) wholly or partly discontinue an undertaking, activity or service; the Employer shall provide notice of layoff.
 - (b) Where the reduction results from an act of God, fire or flood, the notice is not required but pay in lieu thereof provided for in Clause 26.03 based on regularly scheduled hours worked during this period shall be paid to affected Employees.
 - (c) The Employer shall notify an Employee with at least fourteen (14) working days notice, who is to be laid off and thereafter in accordance with the length of time the Employee has been employed by the Employer.
 - (i) For employees employed with the Employer for five (5) years or less - at least fourteen (14) calendar days prior to the date of layoff;
 - (ii) For employees employed with the Employer for six (6) to ten (10) years - at least twenty-one (21) calendar days prior to the date of layoff;
 - (iv) For employees employed with the Employer for ten (10) or more years - at least twenty-eight (28) calendar days prior to the date of layoff.
 - (d) If an Employee is laid off and they are not provided with notice of lay-off as specified in (c) above, then the Employees shall be paid a sum of money that is at least equal to the wages that they would have earned if the Employee had worked their regular hours of work for the period of notice

applicable to the Employee under clause (c) above.

26.04 For the purposes of this Article:

- (a) "partial layoff" shall mean a Regular Employee who has, due to the application of this Article:
 - (i) suffered a reduction in regularly scheduled hours in their current classification; or
 - (ii) been placed in a different classification in their current pay grade, either at the same or a lower FTE as their current position; or
 - (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as their current position.
- (b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of this Article.
- (c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.
- (d) "shift pattern" shall mean those patterns generally worked by the Employees as on the regular schedules.
- (e) the application of Article 26 – Layoff and Recall is within a Bargaining Unit, not across Bargaining Units.

26.05 **Consultation Process**

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

26.06 **Vacancies**

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

- (a) vacant position(s) which shall be comprised of:
 - (i) the Employee's same classification, shift pattern, and FTE;
 - (ii) the Employee's same classification and FTE;
 - (iii) the Employee's same classification but lower FTE; and
 - (iv) a different classification in the Employee's same or a lower pay grade, either at the same or a lower FTE.
- (b) An Employee who declines a vacant position pursuant to Clause 26.06(a)(i) will not have the ability to displace another employee and shall be laid off

and placed on recall.

- (c) If a vacancy described in 26.06(a)(i-iv) is not available, an Employee may elect to displace into an occupied position pursuant to Clause 26.07(a) below.

26.07

Displacement

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

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

26.08

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

26.09

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

26.10

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

26.11

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

26.12

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

26.13

Layoff

An Employee who elects to:

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

26.14

Other than for the continuation of the seniority held at the time of full layoff, discipline, grievance and arbitration rights, and rights and benefits arising under

this Article, an Employee's rights while on full layoff shall be limited to the right of recall under this Article.

26.15 Employee Benefit Coverage During Layoff

Employees on full layoff, such that the Regular Employee does not hold a regular or temporary position, may elect to maintain coverage of contributory plans specified in Article 21 Employee Benefit Plan, provided that the Employee makes arrangements prior to their date of layoff to pay the full premium costs for a maximum of twelve (12) months from the date of layoff. In the event the Employee works casual shift(s) the Employee shall remain responsible for the payment of the full premium costs.

- 26.16
- (a) Where an Employer determines that a regular or temporary vacancy exists, such vacancy shall be posted and filled in accordance with Article 11 Appointments, Promotions and Transfers. Application for such postings shall be open to all Employees, including those Employees on layoff.
 - (b) Where there are no applicants, or no suitable applicants, for a posted vacancy, the most senior Regular Employee on layoff from the site where the vacancy exists shall be offered the position. Such offer shall be contingent on the Employee having the requisite job-related skills, training, knowledge and other relevant attributes to perform the work involved.
 - (c) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered seven (7) 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 seven (7) calendar days following the delivery date.

- 26.17
- (a) Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twenty-four (24) month period shall be suspended during their temporary position and shall recommence upon the termination of the temporary position for the balance of the twenty-four (24) month recall period.
 - (b) An Employee's right to recall under Clause 26.16 will expire if the Employee refuses recall to a position with the same classification, FTE, shift pattern, and site as their pre-layoff position, or on the expiry of twenty-four (24) months from the date of layoff, whichever first occurs.

26.18 **Casual Shifts**

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

- then;
- (ii) Casual Employees who have indicated their willingness to work additional shifts pursuant to Article 12 Hours of Work.
 - (c) Employees on layoff who refuse casual shifts may do so without adversely impacting their recall rights.

ARTICLE 27

DISCIPLINE AND DISMISSAL

- 27.01 The Employer may discipline, suspend or dismiss an employee for just cause only, except for the dismissal of a probationary Employee.
- 27.02 Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known; unless the Employer believes that there is a significant safety risk to resident(s), public or Employees that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.
- 27.03 Where circumstances permit, the Employer shall schedule an investigation meeting or a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 27.04 Unsatisfactory conduct or performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within twenty-one (21) calendar days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The Union shall not deny a request by the Employer to extend the timelines due to availability of persons identified by the Employer to be interviewed. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 27.05 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 seven (7) calendar days of the action being taken. The action of suspension or dismissal shall be within twenty-one (21) calendar days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act, giving rise to the suspension or dismissal. The Union shall not deny a request by the Employer to extend the timelines due to unavailability of persons identified by the Employer to be interviewed. When action involves a suspension, the notice shall specify the time period of the suspension.
- 27.06 An Employee who has been subject to disciplinary action may after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 27.07 The procedures stated in this Article do not prevent immediate suspension or dismissal for just cause.

- 27.08 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.
- 27.09 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- In the event, an Employee is reported to their licensing body, by someone other than the Employer, the Employee shall advise the Employer of such and the Employee may copy the Union on such notification.
- 27.10 An Employee absent for three (3) consecutive workdays without good and proper reason and without notifying the Employer shall be considered to have terminated their Employment with the Employer.
- 27.11 For the purposes of this Article, periods of time referred to in days shall be deemed to mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays, which are specified in Article 19.

ARTICLE 28

BULLETIN BOARD SPACE

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

ARTICLE 29

OCCUPATIONAL HEALTH AND SAFETY (OHS) COMMITTEE

- 29.01 (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Bargaining Unit and may include other Employees. The Union shall nominate and assign their representatives on the Committee. This Committee shall meet once a month. In the event that there are no agenda items in any month, the monthly meeting will be cancelled for that month. An Employee shall be paid the Employee's Basic Rate of Pay for time spent at Committee meetings.
- The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups. The Committee will, on an annual basis, discuss and determine the most effective means of chairing meetings.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union and other bargaining groups, prior to circulation and posting.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters including safety inspections, hazard identification and reporting, hazard controls including working alone and training, and recommendations for improved workplace safety.
- The Employer will ensure Employee representatives are required to participate in the local Occupational Health and Safety Committee, including regular meetings.

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

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

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

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

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

ARTICLE 30

PROFESSIONAL FEES

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

Effective January 1, 2025, for Registered Nurses, Licensed Practical Nurses, Social Workers, Dieticians, Occupational Therapist, and Physiotherapist, upon proof of registration, the Employer will reimburse registration fees up to a maximum of two hundred fifty (\$250) dollars per calendar year for all Regular Full-time and Regular Part-time employees.

ARTICLE 31

COPIES OF THE COLLECTIVE AGREEMENT

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

31.02 The Employer shall provide with the location and digital address where the electronic copy of the Collective Agreement to each new Employee upon appointment.

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

ARTICLE 32

GRIEVANCE PROCEDURE

32.01 A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement. A

grievance shall be categorized as follows:

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 32.05.
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 1 and processed in the same manner as an individual grievance as outlined in Clause 32.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of, or reasonably should have become aware of, the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the Union President shall render a written reply within fifteen (15) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

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

32.02

Authorized Representatives

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

32.03

Time Limits

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

32.04

Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be 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 time limit unless the Parties have mutually agreed in writing to extend the time limits.

- (c) During all grievance proceedings, the Employee shall continue to perform their duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 1

32.05

Steps in the Grievance Procedure

Informal Discussion

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

- (a) Step 1 (Site Administrator or Designate)
 - (i) If an individual grievance, within fifteen (15) days of the date the Employee first became aware of, or reasonably should have become aware of the occurrence of the act causing the grievance; or
 - (ii) If a group grievance, within fifteen (15) days of the date any of the aggrieved Parties became aware of the event or reasonably should have become aware of the event leading to the grievance.

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

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

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

32.06

Arbitration

- (a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other Party in writing of its intention to do so, and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Clause 32.06 (a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an Arbitration Board; or
 - (ii) arrange to meet with the other Party in an effort to select a single

Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.

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

32.07

Optional Mediation

The Parties may mutually agree to non-binding mediation:

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

ARTICLE 33

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

33.01

- (a) The Union Representative shall provide the names of up to three (3) elected Employees and the Employer shall provide the names of up to three (3)

appointed representatives to sit on the Employee-Management Advisory Committee (EMAC).

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

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

ARTICLE 34

EXTENDED HOURS OF WORK

34.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work-day and resultant compressed work-week, they shall evidence such agreement by signing a document indicating those affected positions where extended hours applies. The list of affected positions may be amended from time to time by agreement of the Parties.

- (b) Affected positions may be deleted from the list by either Party providing the other Party with twelve (12) weeks' notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union

34.02 The Employer and the Union acknowledge and confirm that, except for those amendments hereinafter specifically detailed, when the extended work-day is implemented in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.

34.03 (a) Employees working extended hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been extended. This will result in no loss or gain in Employee benefits and entitlements.

- (b) Regular hours of work for Employees, exclusive of meal breaks, shall not be:

- (i) In the case of Health Care Aides (HCA), up to eleven (11) hours per day. A full-time position (1.0 FTE) shall be seventy-seven (77) hours bi-weekly averaged over the length of their rotation.

- (ii) In the case of all other classifications, up to eleven point two five (11.25) hours per day. A full-time position (1.0 FTE) shall be seventy-eight point seven five (78.75) hours bi-weekly averaged over the length of their rotation.

- (c) Regular hours of work for Part-time Employees, exclusive of meal breaks, shall not be greater than twelve point two-five (12.25) hours per shift, and shall be less than the weekly or yearly hours in Clause 34.02(b).
- (d) Except where overtime is necessitated, maximum on-site hours shall not exceed twelve point two-five (12.25) hours per day, as determined by the start and finish times of the shift.
- (e) Employees shall not be scheduled to work more than four (4) consecutive shifts except by mutual agreement between the Employee and the Employer.
- (f)
 - (i) Regular Employees who are required to rotate shifts, shall be assigned day duty one-half (1/2) of the time during the shift cycle, provided that in the event of an emergency or where unusual circumstances arise, an Employee may be assigned such shifts as much as necessary.
 - (ii) For the purpose of adopting Clause 34.03(f)(i), a Regular Full-time Employee will be deemed to be working day duty for those periods of time absent on vacation and Named Holidays, sick leave, bereavement leave or any other leave pursuant to this Collective Agreement.
- (g) Regular hours of work shall be deemed to:
 - (i) Include a fifteen (15) minute rest period for each three point seven-five (3.75) or three point eight seven five (3.875) hours (as applicable) of work, two (2) rest periods of which may be combined by mutual agreement between the Employer and the Employee.
 - (ii) exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer for each period of six (6) hours of work.
 - (iii) Meal periods shall not be scheduled in the first two (2) or the last two (2) hours of the shift except by mutual agreement between the Employer and the Employee.
- (h) The applicable evening shift differential and night shift differential premium specified in Article 17 – Shift Premium shall be paid to an Employee for each regularly scheduled hour worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours.
- (i) The weekend premium specified in Article 18 – Weekend Premium shall be paid for all regularly scheduled hours worked between fifteen hundred (1500) hours of a Friday to zero seven hundred (0700) hours on a Monday.
- (j) Sick leave will be accumulated in accordance with Article 22 based on the hourly equivalent of seven point seven five (7.75) hours or seven point five (7.5) hours per month, for a total equivalent of maximum credit of six hundred fifty-eight point seven five (658.75) hours or six hundred thirty-seven point five (637.5) hours, as applicable where the Employee is eligible for such payment, at the Basic Rate of Pay when granted within the scheduled extended hours of work.
- (k) Bereavement leave or any other paid leave of absence, granted within the scheduled extended hours, will be at the Employee's Basic Rate of Pay for those approved hours for which the Employee is eligible. The paid leave shall be subject to the equivalent maximum number of hours for the leave.

For example, a Full-time Health Care Aide who is entitled to five (5) working days of bereavement leave shall receive a maximum of thirty-seven point five (37.5) hours of bereavement leave (5 x 7.5).

- (l) For the purpose of adopting extended hours of work, Clauses 12.05, 12.10, and 13.06 shall not apply.
- (m) A Regular Full-time Employee shall be entitled to a day off with pay based on a seven point seven five (7.75) or seven point five (7.5) hour day as applicable for the Named Holidays in Article 19.

A Regular Full-time Employee who is obligated to work on a Named Holiday shall be paid for all hours worked in accordance with Article 19 – Named Holidays plus;

- (i) one regular day's pay based on a seven point seven five (7.75) or seven point five (7.5) hour day as applicable; or
 - (ii) a mutually agreeable day off with pay based on a seven point seven five (7.75) or seven point five (7.5) hour day as applicable within sixty (60) calendar days following the holiday; or
 - (iii) by mutual agreement, a day (seven point seven five (7.75) or seven point five (7.5) hours as applicable) added to their next annual vacation.
- (n) A Regular Employee covered by this Article shall be entitled to the hours of earned vacation at their Basic Rate of Pay. For example, a Full-time Licensed Practical Nurse who is entitled to thirty (30) days of vacation shall receive two hundred thirty-two point five (232.50) hours of vacation (30 x 7.75).
 - (o) Overtime is all time authorized by the Employer and worked by an Employee in excess of:
 - (i) eleven (11) hours per day or seventy-seven (77) hours bi-weekly for Health Care aides;
 - (ii) eleven point two five (11.25) hours per day or seventy-eight point seven five (78.75) hours bi-weekly for all other classifications.
 - (p) A Casual Employee who is called in for an extended workday shift shall be paid overtime for hours worked in excess of seven point seven five (7.75) or seven point five (7.5) hours. A Casual Employee who is regularly scheduled or who relieves for the absence of another Employee for a duration of three (3) months or less shall be paid overtime in accordance with 34.03(o).
 - (q) In implementing these Extended Hours of Work, the Employer and the Union may vary the terms of this Article through mutual agreement in writing.

ARTICLE 35

TEMPORARY AND CASUAL EMPLOYEES

35.01

A Temporary Full-time or temporary Part-time Employee shall be covered by the terms and conditions of this Collective Agreement applicable to Full-time or Part-time Employees as the case may be, however Article 26 Layoff and Recall shall not apply to Temporary Employees.

35.02 The Collective Agreement shall apply to Casual Employees.

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

Article Number	Title
1	Term of Collective Agreement
2	Definitions
3	Recognition
4	Union Membership and Dues Deduction
5	Management Rights
6	No Discrimination / Harassment
7	In-Service and Employee Professional Development and Orientation except for Clause 7.04
8	Probationary Period
10	Performance Appraisals
11	Promotions and Transfers
12	Hours of Work as amended in 12.13
13	Overtime
14	Salaries
17	Shift Premium
18	Weekend Premium
19	Named Holidays – 19.02 and 19.09
20	Annual Vacation – 20.01
23	Call Back
24	Workers' Compensation
25	Leaves of Absence except Clauses 25.03 (a), (d) and (e), and Clause 25.11
27	Discipline and Dismissal
28	Bulletin Board Space
29	Health and Safety Committee
31	Copies of the Collective Agreement
32	Grievance Procedure
33	Employee – Management Advisory Committee
34	Extended Hours of Work – Clause 34.02(s)
36	Resignation / Termination of Employment
38	Union Stewards
39	Uniforms and Protective Apparel
40	Lockers

Article Number	Title
41	Handling Cash Receipts and Disbursements
35.04	WORKERS' COMPENSATION Workers' Compensation Board coverage will be provided by the Employer for an Employee.
	<u>ARTICLE 36</u>
	<u>RESIGNATION / TERMINATION OF EMPLOYMENT</u>
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 their desire to terminate their employment.
	<u>ARTICLE 37</u>
	<u>EMPTY</u>
37.01	EMPTY
	<u>ARTICLE 38</u>
	<u>UNION STEWARDS</u>
38.01	The Employer agrees to recognize Employees who are assigned as Union Stewards. A Union Steward may, at the request of an Employee, accompany or represent them in various meetings including: a formal investigation, duty to accommodate, return to work and disciplinary meetings, as well as meetings related to the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave their job for any of the aforementioned purposes they will request time off from their immediate Supervisor who is not within the scope of this Collective Agreement providing them with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave their job for this purpose with no loss of regular earnings, as soon as reasonably possible. Such time off shall be granted only upon the approval of the Supervisor or authorized alternate, such approval shall not be unreasonably withheld.
38.02	(a) The Union agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time except with permission. (b) The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources office or immediate Supervisor who is not within the scope of this Collective Agreement. Such approval shall not be unreasonably denied.
38.03	(a) A list of Union Stewards shall be supplied by the Union to the Human Resources office which shall be advised in writing of any change in this list. (b) The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer and when processing a grievance. Such representatives shall approach members at

work only when engaged in such activities and provided they and the Employee have received the approval of the Human Resources office or immediate Supervisor who is not within the scope of this Collective Agreement. Such approval shall not be unreasonably denied.

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

ARTICLE 39

UNIFORMS AND PROTECTIVE APPAREL

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

ARTICLE 40

LOCKERS

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

ARTICLE 41

HANDLING CASH RECEIPTS AND DISBURSEMENTS

41.01 An Employee whose work responsibilities include handling cash will exercise caution and care in balancing receipts and disbursements, but shall not be required to reimburse the Employer for shortages unless the Employee is disciplined or terminated with just cause for theft (subject to the grievance procedure).

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

APPENDIX A - WAGE GRID

Effective April 1, 2023

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Registered Nurse	39.21	40.72	42.23	43.74	45.27	46.76	48.27	49.69	51.46

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
HCA	20.69	21.75	22.46	23.13	23.90	24.42	25.13	25.90
LPN	27.45	28.65	29.78	30.95	32.11	33.22	34.57	35.94

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Dietician	34.79	36.60	38.51	40.50	42.62	44.82	47.15	49.61	52.19
Occupational Therapist	34.79	36.60	38.51	40.50	42.62	44.82	47.15	49.61	51.80
Physiotherapist	34.79	36.60	38.51	40.50	42.62	44.82	47.15	49.61	51.80
Social Worker	34.79	36.60	38.51	40.50	42.62	44.82	47.15	49.55	51.27

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Assistant	24.00	25.01	26.03	27.04	28.16

Job Title	Step 1	Step 2	Step 3
Maintenance Worker	29.20	30.97	32.52

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Reception Assistant	17.12	17.97	18.83	19.69	20.54	21.40	22.25	23.12
Scheduler	20.35	21.59	22.24	23.31	24.63	25.51	26.15	26.99
Unit Clerk	20.87	22.13	22.80	23.90	25.25	26.04	26.81	27.67
Administrative Assistant	20.87	22.13	22.80	23.90	25.25	26.04	26.81	27.67

Job Title	Step 1	Step 2	Step 3
Food Services Worker	18.63	19.97	20.97
Cook I	23.55	24.73	25.90
Cook II	26.39	27.96	29.36

Job Title	Step 1	Step 2	Step 3
Housekeeping Attendant	18.48	19.81	21.05

1. Effective the start of the first pay period after April 1, 2023, the wage grid shall be adjusted as follows:
 - a. Except as noted below, all wage rates shall be increased to match the corresponding rate under the applicable Alberta Health Services collective agreement as of April 1, 2023, up to a maximum increase of two percent (2.0%).
 - b. The Classifications of Recreation Assistant, Reception Assistant, Maintenance Worker, Unit Clerk, and Housekeeping Assistant have wage rates as of April 1, 2023 that exceed the corresponding rates under the Alberta Health Services / Alberta Union of Provincial Employees General Support Services collective agreement. As a result, the wage rates for these Classifications remain unchanged. Employees in these Classifications as of the date of ratification shall receive a one-time lump sum payment equal to two (2%) of their Basic Rate of Pay for all hours paid from April 1, 2023, to March 31, 2024, except for:
 - i. Employees at Buffalo Grace Manor and Centre de Santé Saint Thomas as this time period precedes the ratification of their first collective agreement;
 - ii. Hours paid at the new Maintenance Worker Step 3 between April 1, 2023, and March 31, 2024;
 - iii. Hours paid at the new Unit clerk Step 4 between April 1, 2023, and March 31, 2024;
 - c. To facilitate changes with respect to administrative positions and the movement of employees from bargaining unit excluded positions into the Collective Agreement, the following changes shall occur:
 - i. Wage rates for the Administrative Assistant Classification shall be increased to match the 2022 wage rates for the Unit Clerk Classification;
 - ii. Step 4 of the Unit Clerk Classification shall be increased from \$23.49 to \$23.90 to create more even distribution of the wage steps;
 - iii. A new Classification of Scheduler shall be established using the 2022 wage rates of the Administrative Assistant Classification, with an increase in step 4 to \$23.31, an increase in step 6 to \$25.51, and a correction of an error in step 8 from \$29.99 to \$26.99.
 - iv. An Employee with a current Basic Rate of Pay that exceeds the rate for their classification and step shall be red-circled until such time as their Basic Rate of Pay is equal to or less than the rate for their Classification and step, when they will move to the Classification rate
2. The Parties agree to add a third step to the following Classifications:
 - a. Maintenance Worker
 - b. Food Services Worker
 - c. Cook I
 - d. Cook II

An Employee paid at Step 1 of the Cook I Classification between April 1, 2023, and March 31, 2024, shall be eligible for the lump sum payment as set out in 1(b) above.

3. The 2023 wage grid is effective the start of the first pay period after the date of ratification for employees covered by the first Collective Agreement at Buffalo Grace Manor and Centre de Santé Saint Thomas.
4. The Parties agree to negotiate changes to the wage rates in Appendix A to be effective the start of the first pay period after April 1, 2024. The negotiation of this wage reopener shall commence within thirty (30) calendar days of written notice by either Party. If the Parties are unable to reach an agreement with respect to wages, the Parties shall submit the dispute to voluntary interest arbitration in accordance with the *Labour Relations Code*.

DRAFT

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

DRAFT

APPENDIX B

Bargaining Unit Exclusions

The following exclusions are agreed:

- Chaplain
- LPN Supervisor
- Resident Care Manager
- Site Administrator
- Volunteer Coordinator

The following exclusions are agreed at Foyer Lacombe:

- Occupational Therapist
- Recreation Therapist
- Social Worker
- Dietitian

The following Exclusions are not agreed and remain at issue between the parties:

- Administrative Assistant Lead
- Housing and Volunteer Coordinator
- LPN Educator
- RN Educator
- Recreation Therapist

It is understood that a determination as to these positions is an issue to be resolved by the Labour Board.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #1

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Employment in Multiple Positions

The Parties agree that this Letter of Understanding applies to Employees who hold more than one (1) position with the Employer and covered by this Collective Agreement as of the date of ratification of this Collective Agreement or to Employees who subsequently attain more than one (1) position with the Employer.

1. An Employee is responsible for notifying their supervisor that they are employed in multiple positions with the Employer.
2.
 - (a) Employees shall not be employed greater than full-time capacity. Employees currently employed in greater than a full-time capacity shall be given three (3) months' notice of this requirement. In extenuating circumstances, the three (3) months' notice may be extended.
 - (b) Notwithstanding the above, an Employee who holds a part-time position(s) may work additional shifts, however, it is intended that the total hours will not exceed full-time hours, and in any case shall not contravene this Collective Agreement. Where the acceptance of the additional shifts results in overtime or contravenes the Collective Agreement, the Employer shall advise their Manager(s) of such.
3. Subject to the Employer's operational ability to do so, the Employer agrees to combine the regular hours of work of multiple positions held by an Employee for the purpose of benefit eligibility, increments, and placement on the Salary Schedule(s), provided that the following conditions are met:
 - (a) the total hours of the positions do not exceed full-time employment as defined in this Collective Agreement; and
 - (b) the regular hours of work to be combined are associated with regular part-time positions; and
 - (c) the positions are in the same classification and their schedules can be made Collective Agreement-compliant, or the Employer and the Employee mutually agree to waive the scheduling provision of Article 12: Hours of Work, in the Collective Agreement.
4. Where the regular hours of work of multiple positions cannot be combined in accordance with clause 3 above because they are in different classifications, they may be combined for the purpose of determining benefit eligibility only.
5. An Employee who holds multiple positions would have their salary adjusted to the highest increment level achieved in any of the positions currently held, providing that the positions are the same classification. The time period for any further increment advancement would include any regular hours already worked and not credited towards the next increment level.
6. Probation shall apply individually to each position.
7. Layoff and recall provisions shall apply individually to each position.

8. An Employee who holds multiple positions, and who fails to report for work as scheduled due to a conflict in schedules, may be required to relinquish one (1) of the positions.
9. (a) An Employee who accepts multiple positions acknowledges the Employer's requirement to manage shift scheduling based on operational need. If a schedule changes as a result of operational requirements, then an Employee may be required to resign one (1) or more of their positions. Should an Employee be required to resign from a position(s) under these circumstances, they shall be given twenty-eight (28) calendar days notice of such requirement or such lesser time as may be agreed between the Employer and the Union.
- (b) Where an Employee's schedule is changed in one or more of their part-time positions and as a result of such change, the scheduling provisions of this Collective Agreement are contravened, or if the new schedule will result in overtime, the Employee is required to notify their manager(s) of such.
- (c) The Employer reserves the right to deny or terminate multiple position situations based on operational requirements or health and safety factors, subject to all provisions of the Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #2

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Mutual Agreement to Adjust FTE's

WHEREAS the Parties agree that it may be of mutual benefit to Regular Employees and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work; and

WHEREAS the Parties agree that increases and/or decreases to established full time equivalencies (FTEs) can have the following positive effects on the workplace:

- Promoting a better work/life balance for Regular Employees by allowing them the opportunity to adjust their FTE as their lifestyle or personal circumstances change;
- Decreases to FTEs can provide increase choice to an employee who gradually wants to phase or bridge into retirement and may create opportunities for formal succession or mentoring programs.

The Parties agree as follows:

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

DRAFT

LETTER OF UNDERSTANDING #3

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Regulation of Health Care Aides

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

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

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

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #4

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Benefit Plan

Upon written request from either Party, the Parties shall meet to discuss the Employee Benefit Plan. The meeting shall occur within sixty (60) calendar days of the request and shall include:

Any changes to Article 21 – Employee Benefit Plan require written agreement between the Employer and the Union.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #5

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Workplace Privacy

Reasonable Expectation of Privacy

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

Surveillance Cameras

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

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

Cameras shall not be used solely to monitor Employee performance.

Personal Health Information

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

Necessary Information Only

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

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

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING # 6

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Line Selection Process

The Parties agree that should the Employer decide to change the Master Rotation, the following line selection process shall be used:

- Step 1 The Employer shall consult with the local scheduling committee prior to the implementation of a revised Master Rotation.
- Step 2 The Employer shall provide the Union with the revised Master Rotation and an updated seniority list.
- Step 3 Regular Employees shall be informed of the changes in the Master Rotation and provided with an explanation of the line selection process, including the implementation date of the new Master Rotation. Copies of the revised Master Rotation shall be posted for each employee to review prior to the line selection date.
- Step 4 The Employer and the Union shall agree to the date(s) for Regular Employees to select their line by seniority in the new Master Rotation, which shall be scheduled to in a timely manner to meet the implementation date of the new Master Rotation.
- Step 5 Regular Employees shall select by seniority any line in the same classification that is of the same or lesser FTE.
- Both management and Union Representatives shall be present at the meeting.
- Regular Employees shall have the choice of coming into the workplace or providing a contact telephone number where they can be reached at their set time to select their line.
- Step 6 At the conclusion of the line selection process, the new schedule shall be active on the date determined by the Employer, not less than twelve (12) weeks after the new schedule is posted, unless otherwise agreed to by Employer and Union.

The Parties agree to the following:

1. A Regular Employee's participation in the line selection process concludes when either:
 - (a) The Employee selects a line with the same FTE; or
 - (b) The Employee selects a line with a lesser FTE when a line with the same FTE is available for selection.
2. If a Regular Employee only has the option to select a line with a lesser FTE, then the Employee shall be placed on a line selection recall list for a period of twelve (12) months from the date of the reduction in their FTE. Regular Employees on the line selection recall list shall be offered vacant regular positions prior to posting in accordance with Article 11 – Appointments, Promotions and Transfers, subject to the conditions below.
 - (a) The most senior Regular Employee on the line selection recall list shall be offered a vacant position in their classification with an FTE that is greater than their current FTE and the same or less than their pre-line selection FTE.
 - (b) If the most senior Regular Employee accepts an offer for a vacant position that is

less than their pre-line selection FTE, then they shall remain on the line selection recall list.

- (c) If the most senior Regular Employee declines an offer for a vacant position that is less than their pre-line selection FTE, they shall remain on the list and the vacant position shall be offered to the next most senior Regular Employee subject to 2(a).
- (d) A Regular Employee is removed from the line selection recall list when the Employee either accepts or refuses an offer of a position with the same FTE as their pre line selection FTE.

- 3. If a Regular Employee refuses to select a line, then their status changes to a Casual Employee.
- 4. If one (1) or more Regular Employees has not had opportunity to select a line by the conclusion of the line selection process, then the number of Regular Employees shall be reduced in accordance with Article 26 – Layoff and Recall.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

DRAFT

LETTER OF UNDERSTANDING #7

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Workload

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

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #8

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: COVID-19 HCA Wage Increase

WHEREAS:

- (a) Alberta Health Services will supply funds to the Employer to provide a temporary wage increase of \$2.00 per hour to Health Care Aides effective April 20, 2020 (the "COVID-19 HCA Wage Increase");
- (b) The Parties agree the COVID-19 HCA Wage Increase will be treated as a temporary wage increase and will be applied to all hours worked including overtime hours.
- (c) The Parties agree the COVID-19 HCA Wage Increase shall be paid retroactively to Health Care Aides for each hour worked since April 20, 2020.
- (d) The Parties agree that the COVID-19 HCA Wage Increase will be subject to normal statutory deductions required by law and subject to the normal deductions for employee benefits (i.e., EI, CPP, employer portion of benefits). Such deductions will be administered at the site level. Contributions or withholdings that are normally remitted by the Employer will continue to be remitted by the Employer;
- (e) The Parties agree the Employer shall continue to pay the COVID-19 HCA Wage Increase until such time as the Alberta Health Services funding for the COVID-19 HCA Wage Increase ceases. At the time funding ceases, payment to Health Care Aides will revert to their normal hourly wage as outlined in Appendix A.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #9

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Legal Indemnification

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

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

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING # 10

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Application Parameters

The parties are concerned about the disruption that results from employees moving frequently from position to position within a short period of time. As a result, the parties agree to the following application parameters:

- (a) An Employee holding a temporary position shall not be eligible to apply on an alternate temporary position unless the temporary position posted commences after the expiry of the Employee's current temporary position.
- (b) An Employee who accepts a Regular position shall not be eligible to apply on an alternate regular position until they have completed ninety (90) calendar days in their existing position.
- (c) The Employer may elect to waive the applications parameters in this letter of understanding where, in the view of the Employer, an Employee provides a reasonable justification for an exception to be made.

This letter of understanding expires the day prior to the expiry of the Collective Agreement. The parties may agree to extend this letter of understanding by mutual agreement in writing.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING # 11

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Maintenance Worker Under Qualified Hires

To attract new Employees to fill vacancies in the Maintenance Worker classification, the parties agree that Covenant Care may hire an Employee without the required qualification to hold a 5th Class power Engineer's Certificate of Competency, subject to the following conditions:

1. The Employee shall start at the Step 0 rate of \$27.55 per hour.
2. The Employee's completion of the 5th Class Power Engineer's Certificate of Competency shall be at no cost of the Employer.
3. The Employee shall provide the Employer with their 5th class power Engineer's Certificate of Competency within six (6) months of their date of hire.
4. The Employee shall move to Step 1 of the Maintenance Worker classification effective the date they provide the Employer with their 5th Class Power Engineer's Certificate of Competency.
5. The Union agrees to consent to an Employer's request to extend the probationary period in Article 8 – Probationary Period for up to six (6) months from the date of hire for the purpose of providing the Employee with time to complete their 5th Class Power Engineer's Certificate of Competency.
6. An Employee who does not provide the Employer with their 5th Class Power Engineer's Certificate of Competency within six (6) months of their date of hire shall have their employment terminated in accordance with Article 8 – Probationary Period.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING # 12

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Benefit Plan Design Changes

If the Collective Agreement is ratified on or before August 30, 2024, the Parties agree to the following changes to the Employee Benefit Plans outlined in Article 21 effective November 1, 2024.

1. The extended health plans move to the Chateau Vitaline plan, with improved drug coverage and paramedical coverage (i.e. psychologist, massage therapist, chiropractor)
2. A new dental plan with:
 - a. 80% basic coverage
 - b. 50% extensive coverage
 - c. 50% orthodontic coverage
 - d. \$2,000 annual maximum for basic and extensive coverage
 - e. \$2,000 lifetime maximum for orthodontic coverage
3. Consistent short term disability (STD) coverage for all sites:
 - a. elimination period of 14 days or first working day after sick leave credits are exhausted
 - b. benefit of 67.67% income replacement with a weekly maximum of \$1,539
 - c. duration of 26 weeks
4. Consistent long term disability (LTD) coverage for all sites:
 - a. elimination period of 26 weeks
 - b. benefit of 65% of the first \$2,000, 55% of the next \$2,500, and 45% of the remainder, to a maximum of \$6,000 per month
 - c. duration to age 65
5. Improved life insurance, accidental death and dismemberment (AD&D) coverage, and dependent life coverage for Chateau Vitaline to match the coverage at other sites.

If the Collective Agreement is not ratified on or before August 30, 2024, the Parties agree to negotiate a revised effective date for the following changes to the Employee Benefit Plans outlined in Article 21.

Employees with a date of disability on or before the changes to the Employee Benefit Plans remain on the disability insurance plan in place as of that date.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #13
BETWEEN
COVENANT CARE
- and -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
RE: Transition From Out-of-Scope to In-Scope

With the partial resolution of disputes related to Appendix B – Bargaining Unit Exclusions and the implementation of the first collective agreements at Buffalo Grace Manor and Centre de Santé Saint Thomas, several Employees will transition from out-of-scope to in-scope effective the first pay period after thirty (30) days post date of ratification. The Parties agree to the following transition plan for those changes.

1. Administrative Assistant

The Employer shall provide each impacted Employee with a letter confirming their Classification under the Collective Agreement as either Scheduler or Administrative Assistant. No Employee shall suffer a reduction in their Basic Rate of Pay as a result of their transition to an in-scope position.

2. HCA Educator

The Parties agree that the Employee classified as HCA Educator shall retain this working title and associated duties, shall be classified as a Health Care Aide, and shall be paid in accordance with the wage rates for the Health Care Aide Classification. The Employee shall not suffer a reduction in their Basic Rate of Pay as a result of their transition to an in-scope position.

3. Nurse Practitioner

The Parties agree that no action shall be taken until such time as the existing incumbent Employee is scheduled to return to work from their current leave, or the Employer elects to fill a vacant position within this Classification. If either event occurs, then the Parties agree to meet to negotiate an appropriate transition plan.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING # 14

BETWEEN

COVENANT CARE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Local Scheduling Committee

1. The Parties establish a local scheduling committee when required to:
 - a. Identify Employee preferences by classification with respect to potential changes to the Master Rotation;
 - b. Identify the operational considerations to be considered when developing the Master Rotation;
 - c. Generate potential alternate Master Rotations.
2. The scheduling Committee will consist of three (3) representatives selected by the Employer.
3. The scheduling Committee will consist of three (3) representatives selected by AUPE that shall include:
 - a. The AUPE Member Services Officer;
 - b. Two (2) members of the bargaining committee, with a preference for Employees impacted by the potential change to the Master Rotation.
4. The committee shall meet when either party requests a meeting to review concerns and potential changes to the Master Rotation.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: _____

DATE: _____