

2012 – 2015

COLLECTIVE AGREEMENT

BETWEEN



**THE YOUVILLE HOME (GREY NUNS)
OF ST. ALBERT, ALBERTA**

AND



**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICES WORKERS
INTERNATIONAL UNION
LOCAL 1-207
EDMONTON, ALBERTA**

April 1, 2012 – March 31, 2015

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COLLECTIVE AGREEMENT effective the 1st day of April A.D., 2012

BETWEEN

THE YOUVILLE HOME (GREY NUNS) OF ST. ALBERT
(hereinafter referred to as the “Employer”)

AND

**THE UNITED STEEL, PAPER AND FORESTRY, RUBBER MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL
UNION, LOCAL 1-207**
(hereinafter referred to as the “Union”)

PREAMBLE

WHEREAS the parties acknowledge that the primary purpose of the Employer and the Employees is to provide quality resident care and believe that this purpose can be achieved most readily if harmonious relationships exist between the Employer and the Employees;

AND WHEREAS the parties are desirous of concluding a Collective Agreement for the purpose of establishing rates of pay and other terms and conditions of employment for Health Care Attendants and Licensed Practical Nurses;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement unless altered by mutual agreement in writing of both parties hereto, this Agreement shall be in force and effect from and after the date upon which the United Steelworkers, Local 1-207 and the Employer exchange notice of ratification by their principals of the terms of this Agreement, up to and including March 31, 2015 and from year to year thereafter, unless notice, in writing, is given by either party to the other party not less than sixty (60) calendar days nor more than one hundred, twenty (120) calendar days prior to the expiration date of its desire to amend this Agreement.
- 1.02 Where notice is served by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

ARTICLE 2: DEFINITIONS

- 2.01 "*Code*" means the *Labour Relations Code*, as amended from time to time.
- 2.02 "Arbitration" shall take the meaning from the section of the *Code* dealing with the resolution of a difference.
- 2.03 "Union" means United Steelworkers, Local 1-207. In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the step in the salary schedule applicable to the Employee, as specified in this Collective Agreement, exclusive of all premium payments or other allowances.
- 2.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: Full-time, Part-time, Casual or Temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
- (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in Article 13: Hours of Work of this Collective Agreement.
- (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal number of hours specified in Article 13: Hours of Work of this Collective Agreement.
- (b) "Casual Employee" is one who:
- (i) may be regularly scheduled for a period of three (3) months or less for a specific job; or
- (ii) relieves for absences in a full-time or part-time position, the duration of which is three (3) months or less; or
- (iii) works on a call-in basis and is not regularly scheduled.
- (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:

- (i) for a specific job of more than three (3) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.06 "Employer" shall mean and include such officers as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of the Site.
- 2.07 The use of the feminine gender shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.08 "Site" shall mean the building(s) as designated by the Employer, at or out of which the Employee works.
- 2.09 "Pyramiding" means the payment of two (2) or more premiums under different provisions of the Collective Agreement for the same hours worked.
- 2.10 "Shift" shall mean a daily tour of duty excluding overtime hours.
- 2.11 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding six (6) weeks.
- 2.12 "Mutual Agreement" shall mean an agreement between an Employee(s), and/or the Union and the Employer that may conflict with the agreed to terms and conditions of the collective agreement. Upon request of either party mutual agreements will be committed to in writing, with copies provided to all parties to the collective agreement.
- 2.13 "Unit Representative" shall mean a bargaining unit Employee, in the employ of the Employer, elected or appointed to act in an official capacity for the Local Union.
- 2.14 "Union Representative" shall mean any person, not in the employ of the Employer, elected or appointed by the United Steelworkers to act in an official capacity for the Local Union.
- 2.15 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by the Collective Agreement as described in the Certificate of the Labour Relations Board and amendments thereto.
- 3.02 No Employee shall be required to make any written or verbal agreement which is in conflict with the terms of this Collective Agreement unless the Union agrees otherwise.

ARTICLE 4: UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 Employees shall be permitted to wear a pin representative of their Union during all hours of employment.
- 4.02 Membership in the Union is voluntary. All Employees have the right to be members of the Union and to participate in its lawful activities.
- 4.03 An amount equal to the membership dues at the rate prescribed by the Union shall be deducted from the Employee's earnings as a condition of employment.
- 4.04 The deductions shall be made by the Employer and shall be submitted to the Union not later than the 15th day of the month following and shall be accompanied by a list of names of those Employees from whom the deductions were made showing the amount deducted from each Employee.
- 4.05 The deductions above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.
- 4.06 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following the expiry of the notice period.
- 4.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.
- 4.08 The Employer shall deduct from each Employee two cents (\$0.02) per hour for the purposes of the Education Fund as a condition of employment. A cheque for such amount shall be forwarded to the "Education Fund" at the United Steelworkers Local 1-207 Office, accompanied by a list indicating the amount, total and names of Employees from whom deductions have been made. A copy of the list shall be provided to the Union Chairperson.

ARTICLE 5: HUMANITY FUND

- 5.01 Unless otherwise provided in Article 5.02, the Employer shall deduct from each Employee within the scope of the bargaining unit, one cent (\$.01) per hour for the purpose of International Aid and Development. A cheque for such amount shall be forwarded to the "Humanity Fund" at the United Steelworkers National Office, accompanied by a list indicating the amount, total and names of Employees from whom deductions have been made. A copy of the list shall be provided to the Unit Chairperson.
- 5.02 An Employee may have such deductions from their Basic Rate of Pay discontinued, by notifying the Employer and the Union of such desire in writing.
- 5.03 The provisions of this Article shall become in force and effect as soon as is reasonably possible after the date of ratification, and administered in a fashion consistent with the payroll system in force and effect.

ARTICLE 6: BULLETIN BOARD SPACE

- 6.01 The Employer shall provide a bulletin board for the exclusive use of the Union to be placed in a reasonably accessible location 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 7: MANAGEMENT RIGHTS

- 7.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business of the Site in all respects except as otherwise provided for in this Collective Agreement.
- 7.02 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:
- (i) 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;
 - (ii) 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;
 - (iii) hire, promote, transfer, lay-off and recall Employees;

- (iv) demote, discipline, suspend or discharge for just cause.

ARTICLE 8: NO DISCRIMINATION

8.01 There shall be no discrimination practiced in respect of any Employee by either party as prohibited by the provisions of the *Human Rights, Citizenship and Multiculturalism Act*, nor by reason of her membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta. An Employee may only grieve on the basis of this clause if they have not availed themselves of the procedures available under the *Human Rights, Citizenship and Multiculturalism Act*. Should an Employee elect to pursue the remedy under that *Act*, such grievance shall be deemed to be abandoned.

ARTICLE 9: PROBATIONARY PERIOD

- 9.01 (a) A newly hired Employee shall serve a probationary period of five hundred and three point seventy-five (503.75) hours worked.
- (b) The probationary period may be extended by an additional period of two hundred and fifty-six (256) hours worked, subject to mutual agreement by the Employer and the Union.
- (c) If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without:
- (i) notice; or
 - (ii) pay (except as may be required by the provisions of the *Alberta Employment Standards Code*), and
 - (iii) shall not have recourse to the grievance procedure with respect to such termination.
- 9.02 The Employer shall provide a paid orientation period for all new Employees.
- 9.03 The Employer shall provide a performance appraisal, in writing, of each probationary Employee at least once during her probationary period.
- 9.04 A representative of the Union shall be notified of Employee orientations and have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees. Attendance at the presentation shall not be compulsory.

ARTICLE 10: SENIORITY

- 10.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service commenced with the Employer in the bargaining unit, which is uninterrupted by any occurrence outlined in Article 10.03 below. Therefore, in accordance with the provisions of Article 31.01, a Casual Employee shall not be entitled to seniority, however, the seniority of a Regular or Temporary Employee will include prior uninterrupted service as a Casual Employee.
- (b) Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited from the date established pursuant to Article 10.01(a).
- 10.02 Seniority shall have application to:
- (a) preference of vacation time in accordance with Article 21;
- (b) transfers and in filling vacancies within the bargaining unit in accordance with the provisions specified in Article 11;
- (c) layoffs, displacement of less senior Employees, and recalls, in accordance with the provisions specified in Article 32;
- (d) temporary shift pattern re-assignment in accordance with Article 14.03.
- 10.03 Seniority shall be considered broken, and all rights forfeited, and there shall be no obligation to re-hire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twenty-four (24) months following lay-off during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work upon recall, as provided in Article 32.04;
- (d) if an Employee does not return from a leave of absence as scheduled except for reasons acceptable to the Employer.

- 10.04 (a) Within three (3) months of the ratification date of this Collective Agreement, and annually thereafter, the Employer shall provide to the chairperson of the Union, a seniority list containing the name and seniority date of each Regular and Temporary Employee in chronological order. The current seniority list shall also be posted on the bulletin board. The Union shall have three (3) months in which to take issue with any changed seniority dates, or the seniority date for any Employee added to the seniority list, otherwise the date for each Employee identified on the seniority list shall stand.
- (b) The Employer shall provide a current seniority list containing the Employees names, addresses, and phone numbers to the Union's servicing staff office. This list shall be provided upon ratification and once annually no later than January 8th of each year.
- 10.05 Should a difference arise regarding an Employee's seniority, the Parties shall exchange the information necessary to establish accurate seniority.

ARTICLE 11: APPOINTMENTS AND TRANSFERS

- 11.01 (a) The Employer shall post, within the Site, notices of vacancies for full-time, part-time and temporary positions covered by this Collective Agreement not less than ten (10) calendar days in advance of making an appointment. Copies of all postings shall be forwarded to the Unit Chair Person.
- (b) The posting shall indicate the qualifications required for the position and for informational purposes only, the number of hours per shift and the number of shifts per shift cycle.
- 11.02 Applications for vacancies or transfers, shall be made in writing to such officer of the Site as the Employer may designate.
- 11.03 When circumstances require that the Employer fill a vacancy before the completion of the posting and selection process, any appointment shall be made on a temporary or casual basis only. The Employer will continue to fill the vacancy through the Part-time Availability Roster, or the casual list.
- 11.04 When making transfers and filling vacant positions covered by this Collective Agreement the Employer shall apply a consistent selection process. The determining factors shall be the most requisite job-related skills, training, knowledge, experience and other qualities, and characteristics which bear a reasonable relationship to the responsibilities and requirements of the position, and where these factors are relatively equal, seniority shall be the deciding factor.
- 11.05 (a) The Employer shall post, within the Site, notices of successful candidate(s) for all vacancies covered by this Collective Agreement not more than seven (7) calendar days after the selection of the candidate(s).

- (b) Where possible, all appointments and transfers will be filled by the successful candidate within twenty one (21) calendar days of the notification of the successful candidates(s) being posted.
- (c) Successful candidates will be notified of their appointment by a letter from the Employer indicating the start date for the position as well as the hours worked and rotation to be followed. The Unit Chairperson will receive written notification of the name of the successful applicant. Upon request of the Unit Chair, the start date of the position and shift will also be provided.
- (d) If an unsuccessful Employee believes that she should have been selected to a position pursuant to the provisions of this Article, such Employee is encouraged to meet and discuss the reasons for such decisions with her immediate supervisor. The Employee should be accompanied by a shop steward unless the Employee chooses otherwise.

11.06 (a) A vacancy resulting from either:

- (i) the creation of a specific job of more than three (3) months but less than twelve (12) months; or
 - (ii) a leave of absence granted for a period known to be longer than three (3) months, shall be posted as a temporary position pursuant to Article 11.01.
- (b)
- (i) Where such a vacancy for a temporary position has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the Employee is no longer required in that position, she shall be reinstated or placed in accordance with Article 11.06 (iii). A Regular Employee achieving a temporary position shall maintain her status as a Regular Employee.
 - (ii) Where such a vacancy for a temporary position has been filled by the appointment of a Casual Employee, the Casual Employee shall change her status to Temporary Employee and, shall, at the completion of the temporary position, be reinstated to casual status.
 - (iii) At the termination of a temporary position, the Employer shall endeavour to reinstate a Regular Employee in her former position, and if such reinstatement is not possible, place the Employee in another suitable regular position within the bargaining unit, and at a rate of pay equivalent to her former position. The reinstatement or placement of an Employee in accordance with this provision shall not be construed as a violation of the job posting or scheduling provisions.

- (c) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
 - (i) Such Employee shall be eligible to apply on postings of regular vacancies pursuant to Article 11.01(a).
 - (ii) During the first Six (6) months of the temporary position, such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 11.06 (a), unless the position posted commences after the expiry of the term for which she was hired.

ARTICLE 12: ANNUAL PERFORMANCE APPRAISALS

- 12.01 The Parties recognize the desirability of an ongoing appraisal system designed to provide effective communications between the Employer and the Employee regarding an Employee's performance.
- 12.02
 - (a) A written summary of annual performance of Employees shall be completed approximately once every twelve (12) months.
 - (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer in consultation with the Employee. At the interview the Employee shall be given a copy of her performance appraisal. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the contents of the performance appraisal and shall have the right to respond, in writing, within seven (7) calendar days of the interview. The Employee's reply shall be attached to the performance appraisal and placed in her personnel file.
 - (c) An Employee attending her performance appraisal interview shall not suffer any loss of regular pay.
- 12.03
 - (a) By appointment made at least one (1) working day in advance an Employee may view her personnel file once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.
 - (b) An Employee may request a copy of the contents of her personnel file once in a calendar year or when the Employee has filed a grievance, provided that she first pays to the Employer a fee to cover the cost of copying.
- 12.04 An Employee's performance appraisal shall not be released by the Employer to any person without the written consent of the Employee, except to a Board of Arbitration, or as required by law.

ARTICLE 13: HOURS OF WORK

13.01 (a) This article shall not be construed as a guarantee of pay or of hours of work.

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

(i) seven and three quarter (7 3/4) consecutive hours per day;

(ii) thirty eight and three-quarter (38 3/4) hours per week averaged over one complete cycle of the shift schedule.

13.02 Regular hours of work shall be deemed to:

(a) (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter (7 3/4) hours; or

(ii) one rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours, if this is more compatible with scheduling of work assignments, the alternate to be applied shall be at the discretion of the Employer; or

(iii) include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half shift of not less than four (4) hours;

(b) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;

13.03 If an Employee is unable to take her meal period or rest period or is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for a meal period or rest period as follows:

(i) for the rest period, two times (2X) her Basic Rate of Pay; or

(ii) for a meal period, at two times (2X) her Basic Rate of Pay.

13.04 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 overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 14: SHIFTS AND SCHEDULES

14.01 Shift Operation

- (a) It is recognized that the Site operates twenty-four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year. It follows, therefore, that staffing will be required on all three (3) shifts (days, evenings and nights). To ensure an appropriate efficient staffing pattern as determined by the Employer it may be required that Employees work on any or all of the three (3) shifts.
- (b) The first shift of the working day shall be the one wherein the majority of hours worked falls between twenty-four hundred (2400) and zero eight hundred (0800) hours.

14.02 Scheduling of Shifts

- (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules. The shift patterns which may be available are:
 - (i) days, evenings, nights (rotation);
 - (ii) days only;
 - (iii) evenings only (by Employee request);
 - (iv) nights only (by Employee request);
 - (v) days and evenings (rotation);
 - (vi) days and nights;
 - (vii) evenings and nights (by Employee request (rotation)).
- (b) Should an Employee request to work a shift schedule where she does not work day shift during the week, the Employer shall have the right to assign periods of day duty for the purpose of evaluating or maintaining skills. This assignment to day duty shall not total more than one hundred and sixteen point twenty-five (116.25) hours worked in a calendar year.
- (c) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
 - (i) at least fifteen and one-half (15 1/2) hours off-duty between regularly scheduled shifts;

- (ii) at least two (2) consecutive days of rest except that, twice in a two (2) week cycle, there may be a single day of rest which may be followed by not more than six (6) consecutive working days;
 - (iii) days of rest on at least two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iv) it is agreed that the Employer will endeavour to continue the current practice of Employees having every second weekend off for the term of this agreement. Should such practice need to be changed, one hundred, twenty (120) days notice will be given.
 - (v) not more than six (6) consecutive scheduled days of work;
 - (vi) It is understood by the Parties that the application of this Article is not intended to avoid the payment of overtime where overtime would normally occur as set out in Article 14.02 (d) of the Agreement.
- (d) If an Employee is required by the Employer to change shifts without receiving fifteen and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at time and one-half (1 1/2X) her Basic Rate of Pay for that shift. This Section does not apply to cases where Article 14.04(c) has been applied in altering a shift schedule.
- (e) Optional scheduling provisions may be mutually agreed upon in writing between the Employer and the Union.

14.03 **Temporary Shift Pattern Reassignment**

- (a) The Employer may temporarily change an Employee's shift pattern upon giving at least fourteen (14) calendar days' notice, in the circumstances outlined below:
- (i) to ensure that Employees have access to in-service programs; or
 - (ii) in the event of absences for any reason, where any one such absence exceeds fourteen (14) calendar days; or
 - (iii) to develop or maintain proficiency or knowledge as may be required; or
 - (iv) where it is considered necessary to place an Employee on the day shift to monitor or supervise performance and/or behaviour;
 - (v) where it is considered desirable to change an Employee's shift due to the health of the Employee.

In the event of an unforeseen emergency, however, the fourteen (14) calendar days notice shall not apply.

- (b) It is recognized that the Employer may require another Employee in the same classification to change or exchange shifts for a period not to exceed fourteen (14) calendar days due to a Full-time Employee having a temporary shift change pursuant to Article 14.03(a). Unless otherwise provided in Article 14.03(c), in such circumstances the affected Employee(s) will be selected based upon the following criteria:
 - (i) unless another Full-time Employee volunteers to make the exchange, the least senior Full-time Employee on the applicable shift, shall be required to make the change, and
 - (ii) where no other Full-time Employee exists on the applicable shifts, the Employer shall select the Part-time Employees to be affected by attempting to minimize the amount of operational disruption and to least negatively affect more senior Part-time Employees, and
 - (iii) unless otherwise agreed between the Employer and the Employee, following the completion of the reassignment period or following fourteen (14) calendar days, whichever is the lesser, the Employee(s) shall be returned to their shift(s) pattern(s).
- (c) Should the need as outlined in Article 14.03 (a) continue to exist beyond fourteen (14) calendar days, the process outlined in (i) and (ii) above may be repeated, and repeated until the need has ceased to exist.
- (d) In the event that an Employee has had her shift changed pursuant to Article 14.03(b) (i) and (ii) above within the preceding six (6) months, such Employee shall be the last Employee subject to a shift change pursuant to Article 14.03(b), unless the Employee volunteers otherwise.
- (e) A Full-time Employee shall not have her full-time status or hours changed solely due to the operation of this provision.

14.04 Schedule Posting and Schedule Changes

- (a) Shift schedules shall be posted twelve (12) weeks in advance subject to such changes as arise from application of Articles 14.02(b) or 14.03.
- (b) If the Employer changes an Employee's scheduled days off, the Employee shall be paid at the rate of one and one-half times (1½X) her Basic Rate of Pay for all hours worked on what would otherwise have been her off-duty days, unless fourteen (14) calendar days notice of such change has been given.

- (c) If the Employer changes an Employee's regularly scheduled shift, but not her scheduled days off, she shall be paid at one and one-half times (1½X) her Basic Rate of Pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days notice of such change has been given.
- (d) Notwithstanding 14.04 (b) or (c), where there is mutual agreement between the Employee and the Employer, an Employee's scheduled days off or hours of work may be changed without fourteen (14) calendar days notice without penalty. Any shift changes made by mutual agreement shall be deemed not to violate the scheduling provisions of this article.

14.05 **Shift Exchanges**

- (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 Employees' immediate supervisor(s);
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article and shall not result in additional costs for the Employer.

14.06 **Reporting Pay**

In the event that an Employee reports for work as scheduled and is directed by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at the Employee's Basic Rate of Pay.

14.07 A copy of all Employee shift schedules shall be available to the Union Chairperson.

ARTICLE 15: OVERTIME

- 15.01 Overtime is all hours worked by an Employee and authorized by the Employer, in excess of seven and three quarter (7 ¾) hours per day, or on scheduled days of rest.
- 15.02 (a) The overtime rate of two times (2X) the Basic Rate of Pay shall be paid for work performed in excess of seven and three-quarter (7 ¾) hours in a day.
- (b) Pay for overtime hours worked on a Named Holiday shall be at a rate of two and one-half times (2 1/2X) the applicable Basic Rate of Pay.

ARTICLE 16: SALARIES

16.01 Application of Salaries Schedule

- (a) The Basic Rates of Pay as set out in the Salaries Schedule shall be applicable to all Employees covered under this Collective Agreement.
- (b) Unless otherwise changed by the operation of this Collective Agreement:
 - (i) Full-time Employees shall be entitled to advance to the next higher step in the salary schedule on the successful completion of one (1) year of continuous full-time employment for the first year and shall move to subsequent steps after one thousand, eight hundred, thirteen point five (1813.5) hours worked.
 - (ii) A Part-time Employee shall be entitled to advance to the next higher step in the salary schedule upon completion of two thousand, twenty-two, point seven five (2022.75) hours worked and shall move to subsequent steps after one thousand, eight hundred, thirteen point five (1813.5) hours worked.
 - (iii) An Employee shall be entitled to request and receive a summary of hours accrued towards her next increment once each fiscal year.
- (c) Hours toward the next increment continue to accrue when an Employee changes her status.

16.02 Recognition of Previous Experience

- (a) When an Employee has experience satisfactory to the Employer, and upon the presentation of a letter of portability from a previous employer, the Employee's starting salary shall be adjusted as follows:
 - (i) experience prior to three (3) year lapse will not be recognized;
 - (ii) on a one-to-one basis, up to the top increment on the salary scale.
- (b) Seniority for the Employee whose previous experience is recognized will be the last date of hire with the Employer.
- (c) Upon request a letter of portability will be provided to Employees leaving the employ of the Employer.
- (d) Employees transferring from another Covenant Health Site can port their:
 - (i) vacation entitlement date;

- (ii) banked vacation up to one year's entitlement; and
- (iii) sick bank;

If the Collective Agreement governing the employee's at the other site has similar provisions.

ARTICLE 17: ATTENDANCE AT MEETINGS AND SPECIAL EVENTS

- 17.01 (a) Employees required by the Employer to attend meetings, staff meetings, disaster plan exercises, and committee meetings shall be recognized as being on duty under the terms of this Collective Agreement and an Employee attending such shall be paid at her applicable rate of pay for the time in attendance.
- (b) Notwithstanding 17.01 (a), an Employee required to attend disciplinary meetings shall be paid at her Basic Rate of Pay for the time in attendance.

ARTICLE 18: OVER AND UNDER PAYMENT

18.01 Over Payment

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

18.02 Under Payment

In the event that an Employee believes she has been underpaid in wages or benefits, the Employer agrees to investigate the error. If an error is found to have occurred, the Employer will correct the error and the Employee will be paid as soon as practicably possible, and not later than the end of the next pay period.

ARTICLE 19: JOB CLASSIFICATION

19.01 Change in Job Content

In the event that the Employer significantly changes the primary functions of a position and the Union believes that a new classification within the scope of the bargaining unit has been created, the following shall occur:

- (a) Within thirty (30) days of the date of the change, the Union shall notify the Employer, in writing, of its belief that a new classification within the bargaining unit has been created.
- (b) The Employer and Union shall endeavour to resolve the matter. If the Employer and Union cannot reach agreement, the Union shall have thirty (30) calendar days from the date the Union provided notice to the Employer pursuant to Article 19.01 (a), to advance the question of whether a significant change in primary functions has occurred and a new classification in the bargaining unit has been created. If an Arbitrator determines that a new classification exists, the Arbitrator will refer the matter of Basic Rate of Pay to the parties pursuant to Article 19.03 (b).
- (c) If the parties agree that a new classification has been created, the provisions of Article 19.03 shall apply.
- (d) The time limits may be extended by mutual agreement in writing.

19.02 Creation of a New Classification

- (a) Should the Employer find it necessary to create a new classification during the term of this Collective Agreement, the new classification will be included within the scope of this Collective Agreement provided that:
 - (i) the parties to this Collective Agreement mutually agree that the classification is within the scope of this Collective Agreement, or failing that;
 - (ii) The Labour Relations Board rules that the new classification is within the scope of this Collective Agreement.
- (b) If a new classification is created under Article 19.02 (a) above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim salary scale and agrees to negotiate an appropriate salary scale with the Union. Failing agreement, the Parties will submit the question directly to Arbitration for settlement. The resulting salary scale shall be implemented retroactively to the date the new classification was established.

- 19.03 The Employer shall prepare a job description for each position within the bargaining unit. In addition, the Employer shall prepare a document specifying the roles and responsibilities of an Employee designated in-charge. Copies of such descriptions shall be on each Unit; and shall be provided to the Union upon request, and whenever changes are made.

ARTICLE 20: NO PYRAMIDING

- 20.01 There shall be no pyramiding of benefits, premiums, or other allowances, except as otherwise provided in this Collective Agreement.

ARTICLE 21: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

- 21.01 A shift differential shall be paid to an Employee for each hour worked between 1500 and 0700, provided that greater than two (2) hours are worked within that period as per the following:
- (a) An evening shift differential of two dollars, seventy-five cents (\$2.75) per hour shall be paid for each hour worked between 1500 and 2300; and/or
 - (b) A night shift differential of five dollars (\$5.00) per hour shall be paid for each hour worked between 2300 and 0700.
- 21.02 A weekend premium of three dollars, twenty-five cents (\$3.25) per hour shall be paid to an Employee for each hour worked within the sixty-four (64) hour period commencing at 1500 hours on Friday and concluding at 0700 hours on Monday, provided that greater than two (2) consecutive hours are worked within that period.
- 21.03 Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

ARTICLE 22: TRANSPORTATION

- 22.01 Regular Employees who normally travel from the Site to their place of residence by means of public transportation following the completion of their shift, but who are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Site to their place of residence.
- 22.02 An Employee who is required by the Employer to accompany a resident off-site, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses.

ARTICLE 23: NAMED HOLIDAYS

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

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

and all general holidays proclaimed to be a statutory holiday by any of the following:

- (i) the Municipality in which the Site is located, but only where such civic holiday is in lieu of the August Civic Holiday; or
 - (ii) the Province of Alberta; or
 - (iii) the Government of Canada.
- (b) In addition to the foregoing Named Holidays, Regular Full-time Employees who are employed on January 1st in any year shall be granted an additional holiday as a Floater Holiday in that year. The Floater Holiday may be scheduled at a time mutually agreed upon by the Employer and Employee with fourteen (14) calendar days' prior notice.

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

- (a) work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
- (b) work on the holiday when scheduled or required to do so.
- (c) Notwithstanding the foregoing, while:
 - (i) on layoff; or
 - (ii) in receipt of compensation from the Workers' Compensation Board; or
 - (iii) on unpaid absence during which she is in receipt of weekly indemnity as provided for by the Employment Insurance Plan or the Long Term Disability Income Insurance Plan; or

- (iv) on other leaves of absence for any reason in excess of thirty (30) calendar days;

an Employee shall not be entitled to:

- (v) a day off with pay; or
- (vi) payment in lieu thereof;

for the aforementioned Named Holidays.

- 23.03 Subject to Article 23.02 an Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked up to seven point seventy-five (7.75) on such Named Holiday at one and one-half times (1 ½X) her Basic Rate of Pay plus:
- (a) receive a mutually agreed day off with pay at the Basic Rate of Pay; or
 - (b) by mutual agreement, have the day added to her next annual vacation.
 - (c) Notwithstanding the above, an Employee who works on Christmas Day or the August Civic Holiday shall be paid two times (2x) her Basic Rate of Pay for all hours worked.
- 23.04 All accumulated time off in lieu of a Named Holiday shall be paid out at the rate in effect on March 31st each year.
- 23.05 When a Named Holiday falls on a day that would otherwise be a Regular Employee's regularly scheduled day off, the Employee shall receive an alternate day off as outlined in Article 23.03 above.
- 23.06 When a Named Holiday falls within an Employee's vacation, the Employee will be entitled to an additional day in lieu thereof. The additional day shall be added to the Employee's vacation period, and the Employee shall be paid at the Basic Rate of Pay.
- 23.07 Upon receiving a request from an Employee and where possible, the Employee shall be given either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off.

ARTICLE 24: ANNUAL VACATION

24.01 Definition

For the purpose of this Article “Vacation” means vacation with pay:

24.02 Vacation Entitlement

- (a) During each year of employment with the Employer as a Full-time Employee, a Full-time Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year. The rate at which vacation is earned shall be based upon her total length of continuous employment as outlined below:
- (i) during the first (1st) year of continuous employment, an Employee earns a vacation at the rate of fifteen (15) working days (one hundred, sixteen and one quarter (116 $\frac{1}{4}$) hours);
 - (ii) during the second (2nd) to ninth (9th) years of employment, an Employee earns a vacation at the rate of twenty (20) working days (one hundred, fifty-five (155) hours);
 - (iii) during the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days (one hundred, ninety-three and three quarter (193 $\frac{3}{4}$) hours); and
 - (iv) during the twentieth (20th) and subsequent years of employment, an Employee earns a vacation of thirty (30) working days (two hundred, thirty-two and one-half (232 $\frac{1}{2}$) hours).
- (b) **Supplementary Vacation**
- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional one-time five (5) working days (thirty-eight and three quarter (38 $\frac{3}{4}$) hours) vacation with pay.
 - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional one-time five (5) working days (thirty-eight and three quarter (38 $\frac{3}{4}$) hours) supplementary vacation with pay.
 - (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional one-time five (5) working days (thirty-eight and three quarter (38 $\frac{3}{4}$) hours) supplementary vacation with pay.

- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional one-time five (5) working days (thirty-eight and three quarter (38 ³/₄) hours) supplementary vacation with pay.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional one-time five (5) working days (thirty-eight and three quarter (38 ³/₄) hours) supplementary vacation with pay.
- (vi) Subject to Article 24.04, the supplementary vacation may be taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date. Any supplementary vacation not taken prior to an Employee achieving a subsequent supplementary vacation entitlement shall lapse.

24.03 Cessation of Vacation Accrual

- (a) Notwithstanding Article 24.02 above, accrual of vacation entitlement will cease during a period of Employee absence in excess of thirty (30) calendar days, for any or a combination of the following reasons:
 - (i) illness or injury, unless in receipt of sick leave with pay pursuant to Article 24;
 - (ii) layoff;
 - (iii) leaves of absence without pay, except for a leave of absence for Union business.
- (b) Vacation benefits will accrue during the remainder of the vacation year, proportionate to the period worked.

24.04 Time of Vacation

- (a) Except as provided in Article 24.04 (e), vacation earned in one (1) vacation year shall be taken during the next vacation year. Subject to the provisions of Article 24.04 (b), the Employer shall endeavour to grant an Employee's vacation at a mutually agreeable time. In the event that mutual agreement cannot be reached, the Employer shall be responsible for scheduling such vacation.

- (b) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request in writing by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
- (c) For vacation requests submitted after April 30th the Employer shall indicate approval or disapproval within fourteen (14) calendar days.
- (d) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (e) Once a vacation period is scheduled and approved, it shall not be changed while the Employee remains in the same position and unit unless mutually agreed by the Employer and the Employee. For the purposes of this clause, a vacation period is a period of time away from the workplace in calendar days. This clause is intended solely to ensure that rescheduling of vacation does not cause inconvenience to the Employer or the Employee. Therefore, this clause shall not restrict the application of any other provisions of the Collective Agreement (example: making changes to the shift schedule), nor shall it serve to increase the Employee's entitlement to vacation with pay.
- (f)
 - (i) All accumulated vacation beyond the current annual entitlement shall be paid out to the Employee prior to March 31st of each year.
 - (ii) Notwithstanding (i) above, an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Such requests shall be made in writing and shall be subject to the Employer's approval.
- (g) Vacation approved through the vacation planner process shall be indicated on the posted twelve (12) week shift schedule.

24.05 An Employee required by the Employer to return to work during her vacation will receive two times (2X) her Basic Rate of Pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

24.06 **Vacation Pay on Termination**

- (a) If employment is terminated by an Employee without giving proper notice, pursuant to Article 41.01, notwithstanding any other provision of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.
- (b) If employment is terminated, and proper notice given, the Employee shall receive payment in lieu of the Employee's accrued vacation bank.
- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the Employment Standards Code.

ARTICLE 25: EMPLOYEE BENEFITS

25.01 When the enrolment and other requirements of the insurer(s) have been met, the Employer shall take steps to contract for and implement the following group plans:

- (a) Alberta Blue Cross Supplementary Benefits Plan, or equivalent, eighty percent (80%) Reimbursement Drug Benefit List Benefits Plan; or equivalent;
- (b) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty (80%) of eligible Basic Services; fifty percent (50%) of all eligible Extensive Services; and fifty percent (50%) of eligible Orthodontic Services in accordance with the Insurer's current Fee Guide. A maximum annual reimbursement of fifteen hundred dollars (\$1500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred dollars (\$1500) per insured person.
- (c) Alberta Health Care Insurance Plan;
- (d) Group Life Insurance, including basic Accidental Death and Dismemberment (equal to one times (1X) annual earnings);
- (e) At the Employer's option, a "EI SUB Plan" to supplement an eligible Employee's Unemployment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical substantiation.

- (f) Effective thirty (30) days following ratification of the Collective Agreement:

Short Term Disability (Income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness).

- (g) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings at the Basic Rate of Pay to the established maximum following a one hundred and twenty (120) working day elimination period).

25.02 Where the benefits specified above are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plans.

25.03 The premium costs of the above plans listed in Article 25.01 shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

25.04 The Employer shall distribute brochures and other relevant information concerning the above plans to Employees at the time of hire and when changes to the plans occur.

25.05 The Employer shall provide one copy of each of the plans to the Provincial Office of the Union.

25.06 Such coverage shall be provided to Regular and Temporary Employees except for:

- (a) a Regular Part-time or Temporary Employee whose hours of work are less than fifteen (15) hours per week averaged over one complete cycle of the shift schedule; and
- (b) a Temporary Employee who is hired for a position of less than six (6) months, who is eligible to participate only in Article 25.01 (a) and (b) above.

25.07 The following shall apply from April 1st, 2012 to December 31st, 2012;

- (a) A Health Benefit Spending Account shall be implemented for all Employees eligible for benefits in accordance with Article 25.06.

- (b) Effective January 1 of each calendar year, a sum of five hundred dollars (\$500.00) for each eligible Full Time Employee shall be allocated by the Employer to a Health Benefit Spending Account.
- (c) Effective January 1 of each calendar year, benefit eligible Part Time Employees will receive this amount prorated to their FTE as of December 1st of each calendar year.
- (d) Any unused allocation in an Employees Health Benefit Spending Account as of December 31st of each calendar year may be carried forward for a maximum of thirty (30) days.
- (e) The Health Benefit Spending Account may be used by Employees for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the Benefit Plans specified in this Collective Agreement.
- (f) Where the Employer chooses to contract with an Insurer for the administration of the Health Benefit Spending Account, the administration of the Account shall be subject to and governed by the term and conditions of the applicable contract.
- (g) The Health Benefit Spending Account shall be administered in accordance with the Income Tax Act and applicable regulations during the course of operation of the Health Benefit Spending Account.

Effective January 1st, 2013, the Health Spending Account shall convert to a Flex Spending account in accordance with the Letter of Understanding.

ARTICLE 26: PENSION PLAN

- 26.01 The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits for eligible participating Employees in accordance with the regulations of the Plan. The Pension Plan shall be incorporated into this Collective Agreement through this Article.
- 26.02 The Employer shall contribute to the aforementioned Pension Plan for eligible Part-Time Employees who request enrolment in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over one (1) complete cycle of the shift schedule.
- 26.03 The Employer shall arrange for distribution to all Employees, brochures and other relevant material outlining the Plan upon hiring and when there are changes to the Plan.

- 26.04 At a date mutually agreed to following ratification, and once per calendar year, the Employer will request that a representative from the Local Authorities Pension Plan attend the worksite and present an information session on the Pension Plan to current and new participating members.

ARTICLE 27: SICK LEAVE

27.01 Application of Sick Leave

- (a) Sick leave is provided by the Employer for absences due to illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- (b) 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.

27.02 Accrual of Sick Leave Credits

- (a) Upon completion five hundred and three point seven five (503.75) hours worked, Regular and Temporary Employees shall be allowed a credit for sick leave computed from the date she last commenced employment as a Regular or Temporary Full-time Employee at the rate of one and one-half (1 ½) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.
- (b) When an Employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

27.03 Cessation of Sick Leave Credit Accrual

- (a) Sick leave credits shall not accrue during a period of Employee absence in excess of thirty (30) calendar days for any or a combination of the following reasons:
 - (i) illness or injury;
 - (ii) layoff;
 - (iii) leaves of absence without pay, except for a leave of absence for Union business;

27.04 **Illness Reporting**

Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

27.05 **Sick Leave Pay Entitlement**

- (a) An Employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and three point seven five (503.75) hours worked since she last commenced employment as a Regular or Temporary Employee.
- (b) An Employee granted sick leave shall be paid for the period of such leave at her Basic Rate of Pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time the sick leave commenced.
- (c) Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine. Where proof is required by the Employer and where an Employee must pay a fee for such proof, the fee shall be reimbursed by the Employer. Payment of sick leave benefits shall not be effected until required substantiation has been supplied.
- (d) No sick leave shall be granted for any illness or injury which is incurred once an Employee commences her vacation. In this event, the Employee will be receiving vacation pay. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" contiguous to or during the course of her vacation, she shall be considered to be on sick leave for the period of the stay in the hospital, subject to the provisions of Article 27.05 (b). Vacation time not taken as a result of such stay in the hospital shall be taken at a mutually agreeable later date.

27.06 **Medical and Dental Appointments**

Employees are encouraged to schedule personal medical appointments outside of working hours. When this is not possible, the Employee shall obtain prior authorization from her Supervisor at least forty-eight (48) hours in advance of the appointment. Qualifying appointments include all medical, dental and paramedical covered by the Supplementary Health Care Plan and excludes massage therapy and those covered by the Health Benefit/Flex Spending Account. Such absence shall be charged against the Employee's sick credit accumulation. The Employee may be required to submit satisfactory proof of such appointments.

27.07 **Request For Sick Credit Balance**

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

27.08 Status When Sick Bank Exhausted

- (a) If an Employee has exhausted her sick leave credits during the course of an illness, and the illness continues, she shall be deemed to be on leave of absence without pay or benefits except as provided in Article 30.01 (c), for the duration of the illness or as provided below. The Employee shall keep the Employer advised as to when she may be expected back to work and shall provide the Employer with two (2) weeks written notice of her readiness to return to work. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with the remaining benefits that accrued to her prior to the disability.
- (b) At the expiration of twenty-four (24) months from the last day of paid sick leave, an Employee who is not capable of returning to work pursuant to this Article shall be considered to have terminated her employment relationship with the Employer, provided that such termination is not contrary to any right conferred under this agreement or any law of Canada or Alberta.
- (c) The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 11 and 14.

ARTICLE 28: WORKERS' COMPENSATION

28.01 Each accident or injury incurred on duty must be reported to the Employer.

28.02 Employees who are 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 salary for regular hours worked at the Basic Rate of Pay provided they assign to the Employer the monies received from Workers' Compensation Board for the time lost due to the accident. A deduction of one-tenth (1/10th) day shall be charged against the sick leave credits for each day the 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.

28.03 For the purpose of Article 28, full net salary shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 28.01. In no event shall the Employee's full net salary exceed the full net salary the Employee was receiving prior to the accident.

- 28.04 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position shall provide the Employer with two (2) weeks written notice of her readiness to return to work. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability.
- 28.05 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 and 14.
- 28.06 At the expiration of twenty-four (24) months from the first day of absence as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, an Employee who is not capable of returning to work, in any position in the foreseeable future, shall be considered to have terminated her employment relationship with the Employer.
- 28.07 For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.
- 28.08 Employees who are in receipt of Workers' Compensation shall not be entitled to Named Holidays and shall cease to accrue vacation and sick leave credits if such absence due to disability exceeds thirty (30) calendar days.

ARTICLE 29: UNIFORMS

- 29.01 The nature, colour and style of uniforms or work attire, and the requirements in respect thereto, shall be determined by the Employer.

ARTICLE 30: LEAVES OF ABSENCE

30.01 General Leaves

- (a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. A leave of absence without pay may be granted for education and professional or educational meetings at the discretion of the Employer.
- (b) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to that Employee's immediate Supervisor six (6) weeks in advance except that in extenuating circumstances the time factor may be waived or reduced by the Employer. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer.

Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.

- (c) Except as provided in Article 30.01 (d) where an Employee is granted a leave of absence of more than thirty (30) calendar days duration, and that Employee is covered by any or all of the plans specified in Article 25, the Employee may, subject to the Insurer's requirements, make prior arrangements for the prepayment of the full premiums for the applicable plans. If the Employee fails to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (d) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave or EI SUB Plan Benefits, benefit premium payments shall be administered in the same fashion as an Employee absent due to illness.
 - (i) Where the Employee meets eligibility requirements for the SUB Plan and submits all of the required forms to the Employer prior to or on the payroll cut off date, they will receive SUB Plan payments on the first regular pay day following the payroll cut off date.
- (e) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of thirty (30) calendar days, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds thirty (30) calendar days. An Employee's eligibility date for advancement to a higher step on the salary schedule shall also be adjusted by the same amount of time.
- (f) Employees shall not be entitled to Named Holidays with pay which may fall during the leave of absence.
- (g) An Employee who has been granted a leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her position except in cases of extenuating circumstances acceptable to the Employer.

30.02 (a) **Maternity Leave**

- (i) An Employee who has completed twelve (12) months continuous employment shall, upon her written request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery, or such shorter period as may be mutually agreed upon between the Employer and Employee, provided, however, that where in the opinion of the Employer her ability to carry out her normal work assignment becomes limited, she may be placed on maternity leave earlier. Where possible, the Employee shall advise the Employer of her intended commencement date of maternity leave

fourteen (14) calendar days in advance, but in any event, shall give the Employer an estimated commencement date no later than six (6) weeks prior to the estimated date of delivery. Such leave shall not exceed twelve (12) months beyond the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave or EI SUB Plan benefits.

- (ii) An Employee on such leave shall provide the Employer with four (4) weeks' notice of readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking leave, and at the same step in the pay scale, or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave. Provided that an Employee on leave has provided the Employer with at least four (4) weeks' notice of readiness to return to work, the Employer shall provide any other Employee filling that position with four (4) weeks' notice of termination of employment or position, as applicable.

(b) Paternity Leave

- (i) A father-to-be who has completed twelve (12) months continuous employment shall, upon his written request, be granted an unpaid leave of absence to commence fourteen (14) days prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed thirty seven (37) weeks.
- (ii) An Employee on such leave shall provide the Employer with four (4) weeks' notice of readiness to return to work, following which the Employer will reinstate him in the same position held by him immediately prior to taking leave, and at the same step in the pay scale, or provide him with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrue to him up to the date he commenced leave. Provided that an Employee on leave has provided the Employer with at least four (4) weeks' notice of readiness to return to work, the Employer shall provide any other Employee filling that position with four (4) weeks' notice of termination of employment or position, as applicable.

30.03 **Adoption Leave**

- (a) An Employee who has completed twelve (12) months continuous employment with the Employer shall upon her written request, be granted leave without pay for up to thirty seven (37) weeks as necessary for the purpose of adopting a child.
- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An Employee on such leave shall provide the Employer with four (4) weeks' notice of readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking leave, and at the same step in the pay scale, or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave. Provided that an Employee on leave has provided the Employer with at least four (4) weeks' notice of readiness to return to work, the Employer shall provide any other Employee filling that position with four (4) weeks' notice of termination of employment or position, as applicable.

30.04 **Court Appearance**

An Employee required by law to appear in court as a member of a jury or as a witness in matters arising out of her employment, shall be paid the difference between the pay received from such court service and pay the Employee would have normally received if she had been working, based on her Basic Rate of Pay. The Employee will report to work during those hours that she is not required to attend court, if it is reasonable to do so.

30.05 **Bereavement Leave**

- (a) Upon request, bereavement leave of five (5) calendar days shall be granted, for which the Employee shall suffer no loss of regular earnings, in the event of death of a member of the Employee's immediate family, i.e. children, parents, brothers, sisters, spouse (including common-law spouse), grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, fiancé, or guardian. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. Such days may be taken only in the period which extends from the date of death to the date of interment. Bereavement leave may include normal days off and/or vacation, but no additional payment is due thereof.

- (b) In the event of the death of aunts, uncles, nieces or nephews, the Employer may grant up to three (3) calendar days of leave of absence, for which the Employee shall suffer no loss of regular earnings.
- (c) The Employee shall be paid for her scheduled hours at her Basic Rate of Pay, provided that she is not otherwise entitled to payment for a Named Holiday.
- (d) In the event of death of a member of the Employee's immediate family, as defined in Article 30.05 (a), while an Employee is on a scheduled vacation the Employee will be entitled to bereavement leave in accordance with Article 30.05 (a) and the Employee may reschedule their vacation days interrupted by the bereavement in accordance with Article 24.04.
- (e) Bereavement leave as outlined in 30.05 (a) and (b) will be extended, if required, by two (2) calendar days without loss of income beyond the date of interment if travel in excess of five hundred (500) kilometres (one way) is required to attend the funeral.
- (f) In the event of a death of another relative or close friend, the Employer may grant the Employee up to one (1) working day off with pay to attend the funeral services.

30.06 Personal Leave Days

- (a) In each calendar year Employees may be granted, when operationally possible, up to two (2) personal leave days. Whenever possible the personal leave days shall be requested forty eight (48) hours in advance.
- (b) Requests for personal leave days for emergencies shall not be unreasonably denied.
- (c) Personal leave days are granted on April 1st of each year. Any unused days as of March 31st of the next year will not be carried over.

30.07 Terminal Care Leave

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

30.08 **Union Leaves of Absence**

- (a) Where an Employee is elected or appointed to represent the Union at Conventions, Workshops, Institutions, Seminars, to attend meetings as a member of the Union's Local Executive Board or negotiations with the Employer, such request for leave shall be made in writing with as much advance notice as possible and shall not be unreasonably denied.
- (b) One Employee who is elected to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay full costs including the Employer's share during the period of such leave of absence.

ARTICLE 31: INSERVICE EDUCATION

- 31.01 The parties to the Collective Agreement recognize the value of continuing inservice education for Employees, and that the responsibility for such continuing education lies with both the Employer and the Employee. For the purpose of this Article, the term "inservice" includes orientation, acquisition and maintenance of essential skills and other programs which may be offered by the Employer.
- 31.02 The Employer reserves the right to identify specific inservice sessions as being mandatory for Employees. An Employee required to attend such mandatory inservice shall be paid at her Basic Rate of Pay for the regular time hours spent in attendance. Time spent at in-service that exceeds the Employees regular time hours will be paid at the applicable overtime rates. Where practicable, mandatory inservice sessions will be scheduled during the Employee's regularly scheduled shift. Employees on off shifts will be paid for a minimum of three (3) hours at attendance of any mandatory in-service session.
- 31.03 Where the Employer directs the Employee to attend an in-service or education session that is held off Site, Employees will be paid in accordance with the Covenant Health Travel Policy as follows:
 - (a) reimbursed the bus fare, if using public transit;
 - (b) kilometrage from Youville Home to the location of the in-service, shall be paid if the distance is more than ten (10) kilometres from the Site;
 - (c) Parking (with receipts).
- 31.04 The Employer shall make available:
 - (i) an annual inservice on the prevention and management of staff abuse;

- (ii) an inservice on management of aggressive behavior, as deemed appropriate by the Employer.

ARTICLE 32: PART-TIME EMPLOYEES

32.01 Application of Collective Agreement

All provisions of this Collective Agreement shall apply to Part-time Employees, except:

Article 13 - Hours of Work

Article 14 - Shifts and Schedules

Article 15 – Overtime

Article 23 - Named Holidays

Article 24 - Annual Vacation

Article 27 - Sick Leave

which are superseded by the following:

32.02 Hours of Work

- (1) (a) This provision shall not be construed as a guarantee of pay or of hours of work.
- (b) Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) consecutive hours in any day. The ratio of work days to non-work days not exceed 5:2 as averaged over one complete cycle of the shift schedule.
- (2) Regular hours of work shall be deemed to:
 - (a) (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes each during each full working shift of seven and three-quarter (7 3/4) hours; or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours, if this is more compatible with scheduling of work assignments;
 - (b) the alternate to be applied shall be at the discretion of the Employer.

- (i) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
 - (ii) 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;
- (3) If an Employee is unable to take her meal period or rest period or is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for a meal period or rest period as follows:
 - (i) for the rest period, at two times (2X) her Basic Rate of Pay; or
 - (ii) for a meal period, at two times (2X) her Basic Rate of Pay.
- (4) 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 overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be affected with the appropriate deduction in regular earnings.

32.03 Shifts and Schedules

(1) Shift Operation

- (a) It is recognized that the Site operates twenty-four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year. It follows, that staffing will be required on all three (3) shifts days, evenings and nights. To ensure an appropriate efficient staffing pattern as determined by the Employer it may be required that Employees work on any or all of the three (3) shifts.
- (b) The first shift of the working day shall be the one wherein the majority of hours worked falls between twenty-four hundred (2400) and zero eight hundred (0800) hours.

(2) Scheduling of Shifts

- (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules. The shift patterns which may be available are:
 - (i) days, evenings, nights (rotation);

- (ii) days only;
 - (iii) evenings only (by Employee request);
 - (iv) nights only (by Employee request);
 - (v) days and evenings (rotation);
 - (vi) days and nights;
 - (vii) evenings and nights (by Employee request (rotation)).
- (b) Should an Employee work a shift schedule where she does not work day shift during the week, the Employer shall have the right to assign periods of day duty for the purpose of evaluating or maintaining skills. This assignment to day duty shall not total more than 16.25 hours worked in a calendar year.
- (c) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen and one-half (15 1/2) hours off-duty between regularly scheduled shifts;
 - (ii) at least two (2) consecutive days of rest except that, twice in a two (2) week cycle, there may be a single day of rest which may be followed by not more than six (6) consecutive working days;
 - (iii) days of rest on at least two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iv) it is agreed that the Employer will endeavour to continue the current practice of Employees having every second weekend off for the term of this Agreement. Should such practice need to be changed, one hundred, twenty (120) days notice will be given.
 - (v) not more than six (6) consecutive scheduled days of work;
 - (vi) It is understood by the Parties that the application of this provision is not intended to avoid the payment of overtime where overtime would normally occur as set out in Article 32.03 (d) of the Agreement.

- (d) If an Employee is required by the Employer to change shifts without receiving fifteen and one-half (15 ½) hours between regularly scheduled shifts, she shall be entitled to premium pay at time and one-half (1 ½X) her Basic Rate of Pay for that shift. This Section does not apply to cases where Article 32.03(5) (b) has been applied in altering a shift schedule.
- (e) Optional scheduling provisions may be mutually agreed upon in writing between the Employer and the Union.

(3) **Additional Shifts**

- (a) A Part-time Employee may work additional shifts.
- (b) Where a Part-time Employee volunteers or agrees to work additional shifts, she shall be paid at her Basic Rate of Pay for such hours, or if applicable, at the overtime rate provided in Article 32.04:
 - (i) for those hours worked in excess of seven and three-quarter (7¾) hours in a day; or
 - (ii) for work performed by the Employee on days in excess of the work ratio referred to in Article 32.02 (1) (b).
- (c) Where the Employer requires a Part-time Employee to work without her having volunteered or agreed to do so, she shall be paid the overtime rate as outlined in Article 32.04, provided that:
 - (i) the work exceeds seven and three-quarter (7¾) hours in a day; or
 - (ii) the work is in excess of the work ratio referred to in Article 32.02.
- (d) An effort shall be made by the Employer to ensure fair and equitable distribution of extra shifts through the use of the Part-time Availability Roster.

(4) **Temporary Shift Pattern Reassignment**

- (a) The Employer may temporarily change an Employee's shift pattern upon giving at least fourteen (14) calendar days notice, in the circumstances outlined below:
 - (i) to ensure that Employees have access to in-service programs; or
 - (ii) in the event of absences for any reason, where any one such absence exceeds fourteen (14) calendar days; or

- (iii) to develop or maintain proficiency or knowledge as may be required; or
- (iv) where it is considered necessary to place an Employee on the day shift to monitor or supervise performance and/or behaviour; or
- (v) where it is considered desirable to change an Employee's shift due to the health of an Employee.

In the event of unforeseen emergency, however, the fourteen (14) calendar days notice shall not apply.

- (b) It is recognized that the Employer may require another Employee in the same classification to change or exchange shifts due to a Part-time Employee having a temporary shift change pursuant to Article 32.03 (4) (a). Unless otherwise provided in Article 32.03 (4) (c), in such circumstances the affected Employee(s) will be selected based upon the following criteria:
 - (i) unless another Part-time Employee volunteers to make the exchange, the least senior Part-time Employee on the applicable shift who works equivalent hours, shall be required to make the change, and
 - (ii) where no Part-time Employee works equivalent hours to the Employee being reassigned, the Employer shall select the Employee(s) to be affected by attempting to minimize the amount of operational disruption and least negatively affect more senior Employees, and
 - (iii) unless otherwise agreed between the Employer and the Employee, following the completion of the reassignment period or following the fourteen (14) calendar days, whichever is the lesser, the Employee(s) shall be returned to their former shift(s);
- (c) Should the need as outlined in Article 32.04 (1) (a) continue to exist beyond fourteen (14) calendar days, the process outlined in (i) and (ii) above may be repeated, and repeated until the need has ceased to exist.
- (d) In the event that an Employee has had her shift changed pursuant to Article 32.03 (4) (b) above within the preceding six (6) months, such Employee shall be the last Employee subject to a shift change pursuant to Article 32.03 (4) (b), unless the Employee requests otherwise.

- (e) Unless otherwise agreed by the Employer and the Employee, a Part-time Employee shall not have the number of hours she was scheduled to work prior to the change, significantly reduced solely due to the application of these provisions.

(5) Schedule Posting and Schedule Changes

- (a) Shift schedules shall be posted twelve (12) weeks in advance subject to such changes as arise from application of Article 32.03 (2) (b) or 32.03(4).
- (b) If the Employer changes an Employee's scheduled shift, she shall be paid at one and one-half times (1½X) her Basic Rate of Pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) calendar days notice of such change has been given.
- (c) Notwithstanding Article 32.03 (5) (b) where there is mutual agreement between the Employee and the Employer, an Employee's scheduled days off or hours of work may be changed without fourteen (14) calendar days notice without penalty. Any shift changes made by mutual agreement shall be deemed not to violate the scheduling provisions of this article.

(6) Shift Exchanges

- (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 Employees' immediate supervisor(s);
- (b) where such a request is made in writing, the Employer's reply shall also be in writing;
- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article and shall not result in additional costs for the Employer.

(7) Reporting Pay

In the event that an Employee reports for work as scheduled and is directed by the Employer to leave, the Employee shall be compensated for her inconvenience by a payment equivalent to three (3) hours' pay at the Employee's Basic Rate of Pay.

(8) **Copies of Schedule**

A copy of all Employee shift schedules shall be available to the Union President.

32.04 **Overtime**

- (a) The overtime rate of two times (2X) the Employee's Basic Rate of Pay shall be paid for work authorized by the Employer and performed by the Employee on days in excess of the work ratio referred to in Article 32.02 above; or for those hours which exceed seven and three-quarter (7 3/4) hours worked in any given day.
- (b) Pay for overtime hours worked on a Named Holiday shall be at a rate of two and one-half times (2½X) the applicable Basic Rate of Pay.

32.05 **Named Holidays**

- (a) A Part-time Employee required to work on a Named Holiday, as outlined in Article 23.01 (a) shall be paid at one and one-half times (1½X) her Basic Rate of Pay for all hours worked on such day.
- (b) A Part-time Employee shall be paid in addition to her Basic Rate of Pay four point six percent (4.6%) of this rate per pay period in lieu of the Named Holidays.
- (c) Upon receiving a request from an Employee, and where possible, the Part-time Employee shall be given either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off.

32.06 **Annual Vacation**

(1) **Definition**

For the purpose of this Article; "vacation" means vacation with pay.

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
- (c) "Date of Employment" means an Employee's date of hire with the Employer.

(2) **Vacation Entitlement**

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

- (a) During the 1st year – 15 working days (6% vacation pay).
- (b) During the 2nd to 9th year – 20 working days (8% vacation pay).
- (c) During the 10th to 19th year – 25 working days (10% vacation pay).
- (d) During the 20th and subsequent years – 30 working days (12% vacation pay).

(3) **Supplementary Vacation**

Upon reaching the following employment anniversaries of continuous service:

- (i) twenty-five (25) years,
- (ii) thirty (30) years,
- (iii) thirty-five (35) years,
- (iv) forty (40) years,
- (v) forty-five (45) years,

Employees shall have earned an additional one-time two percent (2%) of vacation with pay, calculated in hours, as follows, to be taken at the Employee's option, subject to Article 32.06 (4) (c) at any time subsequent to the current supplementary vacation employment anniversary date and prior to the next supplementary vacation employment anniversary date. Any supplementary vacation not taken prior to achieving a subsequent supplementary vacation entitlement shall lapse.

(4) **Time of Vacation**

- (a) Vacation earned in one (1) vacation year shall be taken during the next following vacation year. As far as possible, Regular Employees shall be granted their choice of vacation periods, however, the final allotment of vacation remains the responsibility and within the authority of the Employer.

- (b) Vacation leave will be deemed to have commenced on the first regularly scheduled work day absent on vacation leave and continue on consecutive calendar days until return to duty. A vacation period may be divided by mutual agreement between the Employee and the Employer.
 - (c) The Employer will post the vacation schedule planner by January 1st of each year. Where an Employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year.
- (5) All accumulated vacation beyond the current annual entitlement shall be paid out to the Employee prior to March 31st of each year.

32.07 Sick Leave

(1) Application of Sick Leave

- (a) Sick leave is provided by the Employer for absences due to illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) 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.

(2) Accrual of Sick Leave Credits

- (a) Upon completion of five hundred and three point seventy-five (503.75) hours worked, a Regular or Temporary Employee shall be allowed a credit for sick leave computed from the date she commenced employment as a Regular or Temporary Part-time Employee at the rate of one and one-half (1 1/2) days per month, pro-rated on the basis of hours worked by the Part-time Employee, in relation to the regularly scheduled hours for a Full-time Employee, up to a maximum of one hundred twenty (120) working days.
- (b) When a Part-time Employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave.

- (c) Sick leave credits shall not accrue during a period of Employee absence in excess of thirty (30) calendar days for any or a combination of the following reasons:
 - (i) illness or injury;
 - (ii) layoff;
 - (iii) leaves of absence without pay, except for a leave of absence for Union business.

(3) **Illness Reporting**

Part-time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

(4) **Sick Leave Pay Entitlement**

- (a) An Employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and three point seven five (503.75) hours worked.
- (b) A Part-time Employee granted sick leave shall be paid for the regularly scheduled shifts absent due to such leave at her Basic Rate of Pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time the sick leave commenced.
- (c) Part-time Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine. Where proof is required by the Employer and where an Employee must pay a fee for such proof, the fee shall be reimbursed by the Employer. Payment of sick leave benefits shall not be affected until required substantiation has been supplied.

(5) **Medical and Dental Appointments**

Employees are encouraged to schedule personal medical appointments outside of working hours. When this is not possible, the Employee shall obtain prior authorization from her Supervisor at least forty-eight (48) hours in advance of the appointment. Qualifying appointments include all medical, dental and paramedical covered by the Supplementary Health Care Plan and excludes massage therapy and those covered by the Health Benefit Spending Account. Such absence shall be charged against the Employee's sick credit accumulation. The Employee may be required to submit satisfactory proof of such appointments.

(6) **Request for Sick Credit Balance**

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

(7) **Status When Sick Bank Exhausted**

(a) An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 30.01(c), for the duration of the illness or as provided below. The Employee shall keep the Employer advised as to when she may be expected back to work and shall provide the Employer with two (2) weeks written notice of her readiness to return to work. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability. At the expiration of twenty-four (24) months from the last day of paid sick leave, an Employee who is not capable of returning to work pursuant to this Article shall be considered to have terminated her employment with the Employer.

(b) The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 11 and 32.03.

ARTICLE 33: TEMPORARY EMPLOYEES

33.01 (a) A Temporary Employee shall be covered by the terms of this agreement with the exception of:

(i) Article 12 - Annual Performance Appraisal

(ii) Article 42 - Layoff and Recall

(b) A Temporary Employee shall not have the right to grieve the termination of her employment on the expiry of the position for which she was hired or in accordance with other provisions of the Collective Agreement.

(c) The Employer shall provide at least seven (7) calendar days' written notice of termination of her term position, if she is no longer required in such position.

ARTICLE 34: CASUAL EMPLOYEES

34.01 Application of Collective Agreement

The provisions of this Collective Agreement shall not apply to Casual Employees except as provided by this Article.

34.02 Orientation

The Employer shall provide a paid orientation period for all new Casual Employees.

34.03 Probationary Period

Article 9: Probationary Period shall apply to Casual Employees.

34.04 Hours of Work

- (1) The normal hours of work for a Casual Employee shall be up to seven and three-quarter (7 3/4) hours in a day.
- (2) Casual Employees will not be required to work in excess of six (6) consecutive shifts except by mutual agreement.
- (3) A Casual Employee will not be required to work in a manner where the ratio of work days to non-work days exceeds 5:2 averaged over six (6) calendar weeks.
- (4) Hours of work shall be deemed to:
 - (a) (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three quarter (7 3/4) hours; or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven and three-quarter (7 3/4) hours if this is more compatible with scheduling of work assignments;

The alternate to be applied shall be at the discretion of the Employer; or

- (b) include, as scheduled by the Employer, one (1) paid rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
- (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.
- (d) If an Employee is unable to take her meal period or rest period or is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for a meal period or rest period as follows:
 - (i) for the rest period, two times (2X) her Basic Rate of Pay rather than at straight time; or

- (ii) for a meal period, at two times (2X) her Basic Rate of Pay.
- (5) No Casual Employee who works on a call-in basis shall be scheduled without her consent.
- (6) In the event that a Casual Employee reports to work as scheduled or called and is directed by the Employer to leave, the Employee shall be paid three (3) hours pay at her Basic Rate of Pay.

34.05 **Overtime**

- (a) Overtime is all time authorized by the Employer and worked by the Employee in excess of seven and three-quarter (7 3/4) hours per day and shall be paid at two times (2X) her Basic Rate of Pay.
- (b) Pay for overtime hours worked on a Named Holiday shall be at a rate of two and one-half times (2½X) the applicable Basic Rate of Pay.

34.06 **Salaries**

- (a) The Basic Rate of Pay for Casual Employees shall be as outlined in the Salaries Schedule.
- (b) A Casual Employee shall be entitled to advance to the next higher step in the salary schedule upon completion of two thousand, twenty-two point seven five (2022.75) hours worked and shall move to subsequent steps after one thousand, eight hundred, thirteen point five (1813.5) hours worked.

34.07 **Shift Differential and Weekend Premium**

- (a) Shift Differential

A shift differential shall be paid to an Employee for each hour worked between 1500 and 0700, provided that a minimum of two (2) hours is worked within that period, as per the following:

- (a) An evening shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid for each hour worked between 1500 and 2300; and/or
 - (b) A night shift differential of five dollars (\$5.00) per hour shall be paid for each hour worked between 2300 and 0700.
- (b) Weekend Premium

A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid to an Employee for each hour worked within the sixty-four (64) hour period commencing at 1500 hours on Friday and concluding at 0700 hours on Monday, provided that a minimum of two (2) consecutive hours is worked within that period.

- (c) Where applicable, an Employee shall be eligible to receive both shift differential and weekend premium.

34.08 Transportation

- (a) Casual Employees who normally travel from the Site to their place of residence by means of public transportation following the completion of their shift, but who are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Site to their place of residence.
- (b) An Employee who is required by the Employer to accompany a resident off Site, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses.

34.09 Named Holidays

Casual Employees shall be paid at one and one-half times (1 ½X) for all hours worked on the Named Holiday. A Casual Employee shall be paid in addition to her Basic Rate of Pay four point six percent (4.6%) percent of such rate per pay period in lieu of the Named Holiday.

34.10 Annual Vacations

- (a) A Casual Employee shall be entitled, in addition to her Basic Rate of Pay, six percent (6.0%) of her Basic Rate of Pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay upon the completion of the equivalent hours of work required by Full-time Employees to reach the vacation entitlement of twenty (20) working days, and a further two percent (2%) of vacation pay on the completion of equivalent hours of work required by a Full-time Employee to reach the vacation of twenty-five (25) working days and, a further two percent (2%) of vacation pay on the completion of equivalent hours of work required by a Full-time Employee to reach the vacation of thirty (30) working days.
- (b) A Regular Employee shall not have her Level of Vacation Entitlement (i.e. 4%, 6%, etc.) reduced due to a change in status to a Casual Employee provided her service is uninterrupted.

34.11 Dues Deductions

Casual Employees shall be subject to dues deductions as provided in Article 4.

34.12 Grievance Procedure

Casual Employees shall be covered by the Grievance Procedure and Arbitration provisions of this Collective Agreement.

34.13 Appointments and Transfers

Subject to the criteria established in Article 11 of this Collective Agreement, an applicant for employment who has experience (accumulated hours) with the Employer as a Casual Employee shall be given preference over external applicants.

34.14 Performance Appraisal

Casual Employees defined in Article 2.05 (b) (i), (ii) and (iii) shall be covered by the Performance Appraisal Article of this Collective Agreement.

34.15 Discipline and Dismissal

Casual Employees defined in Article 2.05 (b) (i), (ii) and (iii) shall be covered by the Discipline and Dismissal Article of this Collective Agreement.

34.16 Shifts and Schedules

Employees shall be aware that in the course of their regular duties they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week.

ARTICLE 35: DISCIPLINE AND DISMISSAL

35.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.

35.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to the Unit President of the Union.

35.03 The Employee shall sign a written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice. An Employee may be accompanied by a representative of the Union during the disciplinary discussion.

- 35.04 When an Employee has grieved a disciplinary action and a designated Officer of the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided that this action results in the withdrawal of the grievance.
- 35.05 Nothing in this Article prevents immediate suspension or dismissal for just cause.
- 35.06 When the Employer requests an Employee to attend a meeting which is for discipline, the Employer will give that person twenty-four (24) hours notice prior to the meeting being held.
- 35.07 An Employee who has been subject to disciplinary action may, after twenty four (24) months, request in writing that the letter of discipline be removed from her personnel file. The Employer will remove the letter of discipline provided the Employee's file does not contain any further record of disciplinary action during the twenty four (24) month period.
- 35.08 An Employee required by the Employer to attend a disciplinary or investigation meeting shall be paid at the Basic Rate of Pay for the time spent in attendance at the meeting.

ARTICLE 36: RESIGNATION AND TERMINATION

- 36.01 An Employee absent for two (2) consecutively scheduled work days, without good and proper reason and without notifying the Employer, shall be considered to have terminated her services with the Employer.
- 36.02 Employee Notice of Termination
- An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days notice of termination of employment, where possible, and in any case, shall provide the Employer with fourteen (14) calendar days notice of termination of employment.
- 36.03 Vacation Pay Upon Termination
- (a) If employment is terminated by the Employee without giving proper notice, pursuant to Article 36.02 above, notwithstanding any other provisions of this Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacation pay. The Employer may waive this clause if termination is due to illness or for any other reasons which are acceptable to the Employer.

- (b) If employment is terminated, and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement up to March 31 in each calendar year at the Employee's regular rate, together with the applicable percentage rate of vacation pay accrued on the Employee's regular earnings from the first day of April in the calendar year to the date of termination.
- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the *Employment Standards Code*.

ARTICLE 37: HEALTH AND SAFETY

- 37.01 The Employer shall continue the Health and Safety Committee which shall be composed of representatives of the Employer and two (2) Unit representatives of the Union and may include representatives of other Employee groups. This committee shall meet once a month. An Employee shall be paid at her Basic Rate of Pay for the time in attendance at these committee meetings.
- 37.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the *Occupational Health and Safety Act* or such other procedural rules as may be mutually agreed.
- 37.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request, and shall have the right to present the recommendation in writing to the Vice President Continuing Care. The Vice President Continuing Care will reply, in writing, to the Health and Safety Committee within thirty (30) days of the presentation by the Committee.

ARTICLE 38: GRIEVANCE PROCEDURE

38.01 Grievance Definitions

A grievance shall be defined as any difference arising out of the 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 Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 38.06; or

- (b) group grievance is a dispute affecting two or more Employees. Such grievance shall be initiated at Step 2 and processed from there in the same manner as an individual grievance as outlined in Article 38.06. 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, to the Director of Care by a representative of the grieved party within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

38.02 Authorized Representatives

- (a) An Employee may be assisted or represented by the Union or Unit Representative when presenting an official grievance.
- (b) Management shall have the right at any time to have the assistance of Human Resources Personnel or designate.
- (c) The Employer agrees that the Unit Representative shall not be hindered, coerced or interfered with in any way in the performance of her function while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave her work without obtaining first consent from her Supervisor, which shall not be unreasonably withheld. The Unit Representative shall not suffer any loss of pay for the time spent in the performance of her duties involving a grievance provided that the representative does not leave the Employer's premises.

38.03 Time Limits

For the purposes of the 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 specified in Article 23. However, time limits may be extended by mutual agreement in writing.

38.04 Default

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

38.05 Mandatory Conditions

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

38.06 Steps in the Grievance Procedure

(a) Step 1

An Employee who has a complaint shall, within ten (10) days of the date she became aware or reasonably should have become aware of the occurrence which led to the complaint, first discuss the matter with her immediate Supervisor or designate and attempt to resolve the complaint at this stage. In the event that it is not resolved, it may be advanced as an official grievance in accordance with the following steps.

(b) Step 2

Within ten (10) days of discussing the complaint with her immediate Supervisor, or designate, the Employee may submit an official grievance in writing stating the clause claimed to have been violated, the nature of the grievance, and the redress sought to the Director of Care or designate who shall reply in writing within ten (10) days of receiving the grievance. If the grievance is not settled at this stage, it may proceed to Step 3.

(c) Step 3

Within ten (10) days of the reply from the Director of Care, the Employee may submit the grievance in writing to the Vice President of Continuing Care or designate. The Vice President Continuing Care or designate shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the hearing. The Vice President Continuing Care or designate shall render a written decision within ten (10) days of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

ARTICLE 39: ARBITRATION

- 39.01 (a) Either party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.

- (b) Within seven (7) days after receipt of notification provided for in Article 39.01(a) above, the party receiving 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 principle 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, endeavour to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to agree upon the choice of a Chairman, they shall immediately request the Director of Mediation Services to appoint a Chairman.
- (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 as soon as possible to hear such evidence as the parties may desire to present; assure a full, fair hearing and shall render the decision, in writing, to the parties at the earliest possible date following the hearing.
- (e) In the case of an Arbitration Board, the Chairman shall have the authority to render the decision with or without 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 all parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or in any way rectify the terms of this Collective Agreement.
- (g) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- (h) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 40: COPIES OF THE COLLECTIVE AGREEMENT

- 40.01 Within sixty (60) days of the signing of this Collective Agreement the Employer shall provide each Employee with a copy.
- 40.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

40.03 The cost of producing such copies shall be shared equally between the Employer and the Union.

ARTICLE 41: EMPLOYEE – MANAGEMENT ADVISORY COMMITTEE

41.01 (a) The Parties agree to continue the Employee Management Advisory Committee (EMAC). The Union Representative shall provide the names of up to three (3) appointed Employees and the Employer shall provide the names of up to three (3) appointed representatives to sit on the EMAC.

(b) The EMAC shall undertake discussions regarding issues of concern to the parties, including but not limited to:

1. Resident care;
2. Staffing levels;
3. Scheduling issues, including vacation scheduling;
4. Matters related to Health and Safety in the workplace as moved forward by the Health and Safety Committee;
5. Any matter related, not covered within the Collective Agreement.

41.02 An Employee shall be paid her Basic Rate of Pay for time in attendance at the EMAC meeting.

41.03 The EMAC shall meet at times mutually agreeable by the committee.

41.04 A Union Representative may attend meetings of the EMAC with prior notification to the Employer.

41.05 Should the issue raised not be resolved, the Union may choose to make a written presentation of their recommendations to the Vice President Continuing Care. The Vice President Continuing Care shall reply in writing to the Union within twenty-one (21) calendar days.

ARTICLE 42: LAYOFF AND RECALL

42.01 Joint Discussions

The Employer and the Union recognize the value of joint discussions when a layoff will occur. Representatives of the Employer and the Union may meet to discuss alternative layoff processes that may be more appropriate in the particular circumstances. In the event that the parties do not mutually agree in writing that alternative processes are appropriate, the following will apply.

42.02 **Layoff Process**

- (a) In reducing the workforce, Employees will be laid off in reverse order of seniority, within their classification subject to the following:
 - (i) The remaining Employees have the ability to perform the work involved.
 - (ii) An Employee cannot achieve a position in a higher paid classification through the operation of the lay-off provisions.
 - (iii) A more senior Employee may be permitted to refuse a re-assignment and be laid off.
- (b) Temporary Employees shall be released prior to Regular Employees being laid off, provided the Regular Employees have the ability to perform the work involved.

42.03 **Notice**

- (a) Should a reduction in the working force occur, the Employer will notify Employees who are to be laid off, at least fourteen (14) calendar days prior to the layoff, or shall grant pay in lieu thereof.
- (b) The Union shall receive a copy of the notice of layoff forthwith.

42.04 **Recall**

When Employees are on layoff, the following process for re-call shall occur:

- (a) Regular and temporary positions shall be posted and filled pursuant to Article 11. Employees on lay-off may apply for any posted vacancies.
- (b) When there are no applications from current Regular Employees, the most senior Employee on layoff with the ability to perform the work involved shall be the first such Employee to be recalled.
- (c) No new Regular or Temporary Employees will be hired while there are other Employees on layoff who can be recalled in accordance with Article 32.04(b) above and awaiting recall.
- (d) The method of recall shall be by telephone and, if contact with the Employee is not accomplished, a letter shall be sent by courier to the Employee's last known place of residence. The Employee so notified will return to work as soon as possible, but not later than five (5) days following the date of the telephone contact, or the date of the delivery of the letter.

- (e) A Regular Employee shall be considered terminated when she does not return from layoff as required or has been on layoff for a period of twenty four (24) months without being recalled.
- (f) It is recognized and understood that it is the responsibility of the Employee to update the Employer about her whereabouts and to be available for recall.

42.05 Opportunities for Casual Work

- (a) The Employer shall endeavour to offer opportunities for casual work to laid off Employees in order of their seniority before assigning the work to a Casual Employee, providing the Employee has the ability to perform the work involved.
- (b) Laid off Employees shall advise the Employer of their interest in and availability for such casual work at the time of layoff.
- (c) A laid off Employee may refuse an offer of casual work without adversely affecting her recall status.
- (d) A laid off Employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a Casual Employee, however, such Employee's recall status and ability to prepay benefits of certain contributory benefit plans, and seniority standing shall not be affected by the period of casual employment.

42.06 Benefit Coverage During Layoff

Employees affected by a layoff may elect to maintain coverage of contributory plans specified in Article 22, subject to the insurers eligibility and other requirements, and provided the Employee makes prior arrangements to pay the full premium costs.

42.07 Application of Collective Agreement

The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of the Collective Agreement.

42.08 Rights on Layoff

Other than for the pre-payment of certain contributory benefit premiums and the continuation of seniority held at the time of layoff, the Employee's rights on layoff shall be limited to the right of recall.

LETTER OF UNDERSTANDING

BETWEEN

**COVENANT HEALTH
OPERATING THE YOUVILLE HOME (GREY NUNS) OF ST. ALBERT
(the "Employer")**

**And
UNITED STEELWORKERS, LOCAL 1-207
(the "Union")**

RE: FLEXIBLE HEALTH BENEFITS SPENDING ACCOUNT

Flexible Spending Account

Effective January 1, 2013 the Flexible Health Benefit Spending Account outlines in Article 25.07 will be replaced by a Flexible Spending Account (FSA), as follows:

1. Eligibility

- (a) A FSA shall be implemented for all Regular Employees eligible for benefits.
- (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their fulltime equivalencies (FTE's).

2. Calculation

The FSA will be calculated as follows:

- (a) Eight Hundred dollars (\$800.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of December 1st (eligibility date) of each year.

3. Utilization

The FSA may be used for the following purposes:

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

- (iii) professional journals;
 - (iv) books or publications; and
 - (v) software.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
 - (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 25.01 of the Collective Agreement.
 - (d) Contribution to a Registered Retirement Savings Plan administered by the Employer.
 - (e) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
 - (f) Family care including day care and elder care.

4. **Allocation**

- (a) By December 1st (allocation date) of each year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an Employee's FSA as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Employees who are laid off after January 1st in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.
- (d) Reimbursement will be provided by the Employer upon submission of an original receipt.

5. **Implementation**

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.

(b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.

(c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

6. An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer, shall have her FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

On behalf of
Youville Home

On behalf of the
United Steelworkers, Local 1-207

Date: _____

Date: _____

LETTER OF UNDERSTANDING

BETWEEN

**COVENANT HEALTH
OPERATING THE YOUVILLE HOME (GREY NUNS) OF ST. ALBERT
(the "Employer")**

and

**UNITED STEELWORKERS, LOCAL 1-207
(the "Union")**

RE: ADMINISTRATION OF EDUCATIONAL ALLOWANCE

FOR HEALTH CARE AIDES

The Parties agree as follows:

1. This Letter of Understanding shall be applicable only to an Employee who is employed in the Health Care Aide classification.
2. For the purpose of determining an Employee's access to an educational allowance pay step, the Employer shall recognize courses or certificates from bona fide post secondary institutions, as outlined in the "Recognized Health Care Aide Programs" document.
3. If a new Employee is hired as a Health Care Aide and the new Employee has successfully completed one (1) or more of the recognized certificates as outlined in Point 2 above, such course work shall be recognized as one (1) yearly unit of previous experience.

On behalf of
Youville Home

On behalf of the
United Steelworkers, Local 1-207

Date:

Date:

LETTER OF UNDERSTANDING

BETWEEN

**COVENANT HEALTH
OPERATING THE YOUVILLE HOME (GREY NUNS) OF ST. ALBERT
(the "Employer")**

and

**UNITED STEELWORKERS, LOCAL 1-207
(the "Union")**

**RE: BOOKING ADDITIONAL SHIFTS AND HOURS FOR PART-TIME
AUXILARY NURSING STAFF**

WHEREAS both parties strive to deliver quality resident care and attempt to provide continuity of care with a minimum of service providers to the residents of Youville Home.

WHEREAS the parties are committed to respect the seniority of staff with the assignment of additional shifts where operationally possible, and would like to develop an efficient scheduling process with minimal administration to enhance these objectives.

THEREFORE, Part-time Employees will be offered those available shifts/hours in order of seniority as follows:

1. The Parties agree to post in advance a three (3) month Part-time Availability Roster. Part-time Employees will enter their availability on the posted Part-time Availability Roster beside their names, dates, types of additional shifts and hours available to work must be indicated. Each month listed on the roster will be moved from the posting thirty (30) days prior to the occurrence of the month listed.
2. The Employer will endeavour to contact the most senior Employee in person or by telephone for available shifts. If no response is received to the telephone call or Employee is not available - the next senior part-time Employee who has entered their availability as per Step 1 will be called, and so on down the list.

3. When replacing shift vacancies of more than four (4) shifts (and which may extend to up to three (3) months - "long term absences"), the Employer will replace the vacancy with a part-time Employee who is available to replace the entire period of that absence. Up to three (3) part-time Employees will have the opportunity to cover absences which span fourteen (14) calendar days or more, with the submission of a group proposal. The proposal must commit the Employees to being scheduled for and work such additional shifts for the entire period of the absence. Part-time Employees seeking additional shifts for long term absences of fourteen (14) calendar days prior to the commencement of the unforeseen absences shall submit a request in writing within four (4) calendar days of such long term absence appearing on the schedule.
4. It is understood that the assignment of additional shifts among up to three (3) Part-time Employees to cover a long term absence will first be selected on the basis of total seniority in the group. In the event of a tie (more than one group with same total years of seniority) the group with the most senior Employee will be selected.
5. The request for additional shifts and hours entered on the "Part-time Availability Roster" and for proposals for filling long-term absences will not result in the payment of overtime.
6. When the above steps do not result in the provision of a schedule for additional shifts, and the Employer has not received a proposal for up to three (3) part-time Employees to complete a long term absence which span fourteen (14) calendar days or more, the Employer will create a schedule with the most senior part-time Employees who has indicated she is available for part of the absence on the "Part-time Availability Roster", and if possible, will utilize up to two (2) other part-time Employees who indicated they are available on the "Part-time Availability Roster" to schedule for the remainder of the absence, as long as continuity of care is not compromised in the opinion of the Employer.
7. The Employer retains the option of contacting casual Employees as per the casual protocol to complete schedules if it is not able to complete the schedule as per the above procedures.
8. The parties will meet as the need requires to discuss the process.
9. Either party may terminate this Letter of Understanding by providing the other party with sixty (60) days written notice of their intent to terminate the letter.

10. The Employer will provide the Union with a copy of all monthly availability rosters.

On behalf of
Youville Home

On behalf of the
United Steelworkers, Local 1-207

Date:

Date:

LETTER OF UNDERSTANDING

BETWEEN

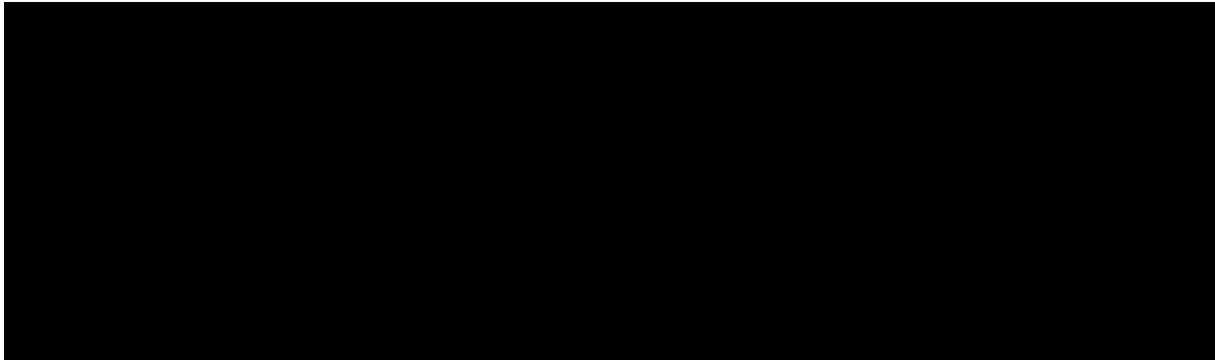
**COVENANT HEALTH
OPERATING THE YOUVILLE HOME (GREY NUNS) OF ST. ALBERT
(the "Employer")**

And

**UNITED STEELWORKERS, LOCAL 1-207
(the "Union")**

RE: UNIFORM ALLOWANCE

The Parties agree that the following Regular Employees employed on February 23, 2004 (the date of ratification) shall be provided with monetary assistance in the form of a uniform allowance in the amount of four (4) cents per hour:



On behalf of
Youville Home

On behalf of the
United Steelworkers, Local 1-207

Date: _____

Date: _____

Salary Appendix

Salary Scale

Year 1, Effective April 1, 2012

Three percent (3%) general salary increase

Year 1	1	2	3	4	5	6	7	8
LPN	\$24.44	\$25.48	\$26.51	\$27.55	\$28.59	\$29.57	\$30.78	\$32.00
HCA	\$18.40	\$19.36	\$19.99	\$20.59	\$21.26	\$21.74	\$22.37	\$23.06

Year 2, effective April 1, 2013

Three percent (3%) general salary increase.

Year 2	1	2	3	4	5	6	7	8
LPN	\$25.18	\$26.25	\$27.31	\$28.38	\$29.45	\$30.46	\$31.70	\$32.96
HCA	\$18.95	\$19.94	\$20.59	\$21.21	\$21.90	\$22.40	\$23.04	\$23.75

Year 3, effective April 1, 2014

Three percent (3%) general salary increase.

Year 3	1	2	3	4	5	6	7	8
LPN	\$25.93	\$27.03	\$28.13	\$29.23	\$30.33	\$31.37	\$32.65	\$33.95
HCA	\$19.52	\$20.54	\$21.21	\$21.84	\$22.55	\$23.07	\$23.73	\$24.47