

COLLECTIVE AGREEMENT

BETWEEN

CUPE / *Canadian Union
of Public Employees*

LOCAL 408

- AND -

COVENANT HEALTH
St. Joseph's Home/Carmel Hospice

NOVEMBER 22, 2012 - AUGUST 31, 2014



Local #491

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PREAMBLE

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

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto; shall be in force and effect from November 22, 2012 until August 31, 2014 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

ARTICLE 2: DEFINITIONS

- 2.01 "Employer" shall mean and include such persons as may be appointed or designated to carry out administrative duties in respect of the operations and management on behalf of Covenant Health.
- 2.02 An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as:

(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" shall mean an Employee who is scheduled to work the hours specified in Article 16: Hours of Work.
- (ii) "Part Time Employee" shall mean an Employee who works scheduled shifts pursuant to Article 16.06 provided however that such regularly scheduled shifts in any fourteen (14) calendar day period shall be less than those established for Full Time employment. A Part Time Employee will work a minimum of three (3) hours per shift.

(b) "Temporary Employee" shall mean an Employee who is hired to fill a temporary full time or part time position:

- (i) for a specific job of more than three (3) months but not more than one (1) year; or
- (ii) To replace a Regular Employee who is on approved leave of absence for a period in excess of three (3) months; or
- (iii) To replace a Regular Employee who is on a 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.

(c) "Casual Employee" shall mean an Employee who is hired to relieve for absences as a result of a sickness, injury, leave of absence, vacation, or Named Holiday. A Casual Employee may work either full time or part time hours.

2.03 (a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part Time Employees.

(b) Casual Employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 34 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to Casual Employees.

2.04 "Vacation" means annual vacation with pay.

2.05 "Vacation year" means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March of the following calendar year.

- 2.06 "Date of Employment" for the purpose of calculating annual vacation means:
- (a) In the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month;
 - (b) In the case of an Employee whose employment commenced between the sixteenth (16th) and the last day inclusive of any month, the first (1st) day of the following calendar month.
- 2.07 Where indicated by context or intent of this Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.
- 2.08 "Shift" means a daily tour of duty exclusive of overtime hours. The first shift of the day shall be that shift in which the majority of hours fall between midnight and 0800 hours.
- 2.09 "Basic Rate of Pay" shall mean the applicable step in the pay range of the Employee's classification as set out in the Salaries Appendix, exclusive of any premium payments or allowances.
- 2.10 "Pyramiding" means the payment of two (2) or more premiums under different provisions of this Collective Agreement for the same hours worked.

ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT

- 3.01 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the parties at any time during the existence of this Collective Agreement, and shall form part of this Collective Agreement.

ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto, or where voluntary recognition exists, the Employer recognizes the Union as sole bargaining agent for all Employees within the classifications listed for the Collective Agreement.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.

- 4.03 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.
- 4.04 Except where operational necessity requires, persons whose jobs are not in the Bargaining Unit shall not work on a job which is included in the Bargaining Unit, except for purposes of instruction, in an emergency, or when Regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any Regular Employee. For the purpose of this clause, "persons" shall mean all other Employees of the Employer who are not included in the Bargaining Unit.
- 4.05 The Employer recognizes that the Local Union may have the assistance of a CUPE National Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.

ARTICLE 5: UNION MEMBERSHIP, SECURITY & DUES DEDUCTION

- 5.01 Membership in the Union shall be voluntary on the part of each Employee.
- 5.02 The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect at the facility. In all instances, such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted.
- Such deductions shall be accompanied by a list that shall indicate each Employee's name and the amount deducted from each Employee.
- 5.03 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.04 A Representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a Representative of the Employer may be present at such presentation.
- 5.05 Employee's name, address and phone number to be supplied in January of each year to the Union or upon request of an Executive Member.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.01 Management reserves all rights not specifically restricted by this Collective Agreement.

- 6.02 Upon request, the Employer will provide a copy of all Human Resource policies to the Union.
- 6.03 The Employer shall exercise its rights in a manner, which is consistent with the terms of this Collective Agreement.

ARTICLE 7: DISCRIMINATION

- 7.01 There shall be no discrimination, restriction or coercion exercised or practiced by either Party in respect of any Employee by reason of age, race, creed, colour, national origin, political or religious beliefs, sex, sexual preference, marital status, nor by reason of membership or non-membership or activity in the Union, or because of their connection with trade Union organization 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.
- 7.02 The foregoing shall not apply with respect to the refusal, limitation, specification or preference based upon a bona fide occupational requirement.

ARTICLE 8: OCCUPATIONAL HEALTH & SAFETY

- 8.01 The parties to this Collective Agreement will cooperate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 A Continuing Care Occupational Health and Safety Committee will be established and the Union will have the right to designate one (1) member of the Bargaining Unit as a member of this Committee. This Committee may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.
- 8.03 The Basic Rate of Pay will be paid to such Employee for time spent in attendance at a meeting of this Committee.
- 8.04 The Committee shall meet once a month at a mutually acceptable hour and date. Either the Chairperson or Vice-Chairperson may call a special meeting of this Committee to deal with urgent matters. The Terms of Reference of the Committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.

- 8.06 The Employer will co-operate with the Committee by providing:
- (a) Materials and equipment necessary to carry out its functions in accordance with its terms of reference;
 - (b) Data pertaining to workplace health and safety conditions;
 - (c) Access to information pertaining to accidents, incidents or occupational diseases that occur at the work site.
- 8.07 The Committee shall assist the Employer:
- (a) By identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
 - (b) In the development and promotion of measures to protect the safety and health of Employees in the Site, and to check the effectiveness of such measures.
- 8.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety 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 not 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 have their recommendations presented to the Governing Board.
- 8.09 An Employee's rights shall be respected in accordance with The Occupational Health and Safety Act.
- 8.10 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections, including monitoring.

ARTICLE 9: JOB CLASSIFICATION DESCRIPTIONS & REVIEW PROCEDURE

- 9.01 The Employer shall provide classification criteria and/or job descriptions for all classifications listed in the Salaries Schedule to the Union.

The purpose of the classification criteria and/or job descriptions is to provide a guideline for the determination of each Employee's classification and shall not be considered as an amendment to the established certificates.

- 9.02 (a) In the event the Employer creates a new classification, the Employer will submit to the Union (in writing) the applicable new job description along with the proposed Basic Rate of Pay where applicable. The Union shall have thirty (30) days, exclusive of Saturdays, Sundays and Named Holidays, in which to lodge any disagreement with the job description or Basic Rate of Pay. It is understood that any disagreement shall be submitted to the Department Director by the Union. In the event that the Union does not register any disagreement, the new job description and Basic Rate of Pay shall prevail.
- (b) Where disagreement is registered, it is agreed that a Review Committee, consisting of two (2) appointees by the Union and two (2) appointees by the Employer, will meet within thirty (30) days, exclusive of Saturdays, Sundays and Named Holidays to discuss the disagreement and attempt to resolve the matter.
- (c) Should the Parties not be able to agree to the Basic Rate of Pay, the Union may within sixty (60) days, exclusive of Saturdays, Sundays and Named Holidays of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in negotiations, shall be implemented.
- (d) Should the Parties through discussion and negotiation not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Arbitration procedure in this Collective Agreement or in the Code.

9.03 The parties agree to share equally the costs for the single Arbitrator.

9.04 Any Employee who considers their position should be reclassified due to a significant change in job content shall have the privilege of appeal, as per the following:

(i) STEP 1

The request to appeal a classification decision shall be in writing, and signed by the Employee. The request to appeal shall list the reasons for disagreeing with the classification allocation decision. The appeal shall be requested by the Employee, to the Employee's immediate Supervisor, within ten (10) days, exclusive of Saturdays, Sundays and Named Holidays, of the time that the Employee could reasonably have become aware of the Employer's classification allocation decision. The decision of the Employer regarding the classification appeal shall be made known to the Employee within ten (10) days, exclusive of Saturdays, Sundays and Named Holidays, of receipt of the written appeal.

(ii) STEP 2

Within ten (10) days, exclusive of Saturdays, Sundays and Named Holidays, of receipt of the decision, the Employee may submit to the Human Resources Department a written request to have the classification allocation decision reviewed by a Classification Appeal Committee. The Classification Appeal Committee shall consist of the Manager of Classification and Compensation, or a designate, a representative from the Employer and a member of the Union. Upon receipt of the appeal, a meeting, if requested by either Party, shall be arranged by the Employer within ten (10) days, exclusive of Saturdays, Sundays and Named Holidays. The Employee and a Union Representative shall be permitted to present information relevant to the classification allocation of the position to the Classification Appeal Committee.

The Classification Appeal Committee shall render a classification allocation decision, in writing, to be forwarded to the Union and the applicant within ten (10) days, exclusive of Saturdays, Sundays and Named Holidays, of the date of the meeting.

The decision of the Appeal Committee shall be final and binding on the Parties.

The effective date of a reclassification to a higher rate of pay shall be the date the application was first submitted to the immediate Supervisor.

9.05 Classification Adjustment

In the event that the Employer changes the classification allocation of the work being performed by a Regular Employee to a classification with a lower Basic Rate of Pay, such Employee while employed in such position shall continue to receive her previous Basic Rate of Pay for a period of twenty four (24) months or the expiration of the current Collective Agreement (whichever is longer) or until the Basic Rate of pay for the lower paid classification is equal to or greater than her previous Basic Rate of Pay.

ARTICLE 10: BULLETIN BOARDS

10.01 The Employer shall provide bulletin boards, which shall be placed so that all Employees shall have access to them and upon which the Union shall have the right to post notice of meetings, and such other notices as may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 11: SHOP STEWARDS

- 11.01 The Shop Steward system is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other Employees. The names of Shop Stewards will be supplied, in writing, to the Employer before they are recognized as Shop Stewards.
- 11.02 When there are no Shop Stewards, Union Officers will be recognized as Shop Stewards for the purpose of this Article.
- 11.03 The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of her function while investigating disputes and presenting adjustments.

The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that she will not leave her work during working hours except to perform her duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave her work without obtaining the permission of her Supervisor; such permission shall not be unreasonably withheld.

- 11.04 Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.01 A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.
- 12.02 Settling of Disputes and Grievances

An Employee or the Local Union shall have the right at any time to have the assistance of a CUPE Representative. A Management Officer shall have the right at any time to have the assistance of Human Resources Personnel or designate.

STEP I – Immediate Supervisor/Manager (Initial Discussion)

- (a) An Employee who believes that she has a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with her immediate Supervisor/Manager within ten (10) days of the date she first became aware of, or reasonably should have become aware of, the occurrence. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The immediate Supervisor/Manager shall advise the Employee of her decision within ten (10) days of the date the matter was first discussed. In the event that it is not resolved satisfactorily within ten (10) days of

its being discussed with the immediate Supervisor / Manager, it may then become a grievance and may be advanced in accordance with the following Steps.

- (b) In the event an Employee alleges that she has been dismissed or suspended without just cause, she may commence her grievance at Step II. The grievance shall be filed within ten (10) days of the occurrence.

STEP II: Executive Director (Submission of Grievance)

If the grievance is not resolved in Step I above, the Union shall within ten (10) days of receipt of the decision of the immediate Supervisor/Manager, or designate, submit the grievance in writing to the Executive Director or designate who shall hear the grievance and render a decision, in writing, to the Union within twenty (20) working days of receipt of the grievance.

STEP III: Arbitration

If the grievance is not settled under Step II above, the Union shall, within twenty (20) days of receiving the decision of the Executive Director, notify the Employer in writing of its intention to submit the grievance to Arbitration and shall inform the Employer of the Union's Nominee to an Arbitration Board. The Employer shall, within twenty (20) days of receipt of such notice, notify the Union of the Employer's Nominee to the Arbitration Board. The two (2) appointees so named shall, within twenty (20) days, appoint a third person who shall be the Chairperson of the Arbitration Board.

- (a) If the two (2) members fail to appoint a third person within the time limits, the Director of Mediation Services shall appoint a third member who shall be Chairperson of the Arbitration Board.
- (b) The Arbitration Board shall hear and determine the difference and shall issue a decision in writing. The decision is final and binding upon the Parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be decision of the Board.
- (c) Each Party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) Parties shall bear equally the expenses of the Chairperson.
- (d) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- (e) The Parties may mutually agree to the use of a single Arbitrator pursuant to the Alberta Labour Relations Code.

12.03 Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.

12.04 The time limits specified throughout the Steps of the Grievance Procedure may be extended by mutual consent, in writing, between the Union and the Employer.

12.05 Should the Employee or the Union fail to comply with any time limit in the Grievance Procedure, the grievance will be considered conceded and shall be abandoned. 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.

12.06 Policy Grievance

(a) Where a dispute involving the question of general application or interpretation occurs, the Union initiates the policy grievance within ten (10) days of the date the Union first became aware of, or reasonably should have become aware of, the occurrence.

(b) A policy grievance may be submitted at Step II.

12.07 Replies in Writing

Except for Step I, replies to grievances shall be in writing at all stages.

12.08 Facilities for Grievances

The Employer shall supply the necessary facilities for joint grievance meetings.

12.09 Grievances affecting departments other than the Employee's department (i.e. transfers and promotions) will be commenced with the Department Head of the affected department.

12.10 In the event that any management Officers, as named in the grievance Steps, are one and the same the subsequent Step will be deemed to have been complied with.

ARTICLE 13: PROBATION PERIOD

13.01 A newly hired Employee shall serve a probation period. If such Employee is determined by the Employer to be unsatisfactory, she may be terminated at any time during the probation period without notice or pay in lieu.

13.02 If a probationary Employee is transferred to another classification she shall be required to complete a new probation period commencing on the date of transfer.

13.03 An Employee will be kept advised:

- (a) of her progress during the probation period; and
- (b) of successful completion of the probation period.

13.04 (a) The probation period for an Employee consists of five hundred and three point seven five (503.75) hours worked for each period of continuous employment not interrupted by termination or dismissal.

- (b) The probation period may be extended by an additional five hundred and three point seven five (503.75) hours or less for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer and the Union.

ARTICLE 14: SALARIES

14.01 Salary recognition shall be granted for previous experience satisfactory to the Employer, when an Employee has job specific experience, and will be recognized;

- (a) Provided not more than three (3) years have elapsed since the experience was obtained;
- (b) Up to the top increment of the classification in the Salary Schedule(s);

14.02 The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Appendix which is attached to and forms a part of this Collective Agreement, and shall be effective from and after the dates specified.

- (a) (i) Salary increments for Regular Full Time Employees shall be applied on the appropriate anniversary date the Employee commenced employment as a Regular Full Time Employee in the classification. Such increment dates shall be adjusted by the same amount of time for any unpaid Leaves of Absence in excess of thirty (30) days.
- (ii) A Regular Part Time Employee who has had a change in status to a Regular Full time Employee shall have her anniversary date established based on hours worked with the Employer at the increment level such Employee was entitled to receive immediately prior to her change in status.

- (b) Regular Part Time Employees shall be entitled to an increment on the completion of:
 - (i) 1860.93 employer paid hours for Licensed Practical Nurses
 - (ii) 1800.9 employer paid hours for Health Care Aides
 - (iii) 2022.75 employer paid hours for all other classifications

- 14.03 (a) When a Regular Employee achieves a position in a classification with the same end rate as her present classification, such Employee shall move to the Pay Step which has a rate which is equal to her present Basic Rate of Pay, or if there is no such Pay Step, she shall move to the Pay Step that has a Basic Rate of Pay that is next higher to her present Basic Rate of Pay.

- (b) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the Employee has not yet achieved "Pay Step 2" in her present pay range, she shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" as soon as she completes one thousand nine hundred and fifty (1950) hours worked (inclusive of those hours worked in her former classification); however, if "Pay Step 1" of the higher pay range is less than "Pay Step 1" in her present pay range, she shall be advanced to the next Pay Step that provides her with an increase in her Basic Rate of Pay.

- (c) When a Regular Employee achieves a position in a classification with an end rate that is greater than the end rate of her present classification, and the Employee has achieved "Pay Step 2" or greater in the pay range for her present classification, she shall advance to "Pay Step 2" in the higher pay range, however, if "Pay Step 2" in the higher pay range has a Basic Rate of Pay less than the Employee's current Basic Rate of Pay, she shall be advanced to the next Pay Step that provides her with an increase in her Basic Rate of Pay.

- (d) When a Regular Employee achieves a position in a classification with an end rate that is less than her present classification, she shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in her present Basic Rate of Pay.

- 14.04 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such an error. Overpayment recovery and repayment plans will be made only for errors identified within one year from the time the overpayment occurred. 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, repayments 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.

- 14.05 Should the Employer or Employee identify an underpayment of wages and/or entitlements, the Employer will take the necessary steps to make the Employee whole. Underpayment recovery will occur only if identified within one year from the time that the underpayment occurred. The Employer will provide written notice to the Employee and CUPE of the underpayment and provide notice of when the payment will occur. This payment will be made without interest unless directed by a third party.

ARTICLE 15: PAY DAYS

- 15.01 The Employer will establish regular pay days, but in no event will Employees be paid less frequently than twice monthly.

ARTICLE 16: HOURS OF WORK

- 16.01 It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. A weekend is defined as Saturday and Sunday.
- 16.02 Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance.
- (a) When a change is made in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days' notice, the Regular Employee shall be paid at one and one-half times (1½X) the Basic Rate of Pay for all hours worked on the first shift of the changed schedule.
 - (b)
 - (i) When the Employer makes permanent changes to shift schedules involving one or more Employees, the Employees affected will be provided with eight (8) weeks written notice. Posting of the rotation will be considered written notice.
 - (ii) Employees will be paid at one and one-half times (1½X) the Basic Rate of Pay for all hours in the first shift worked that infringe the eight (8) weeks' notice.
- 16.03 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate.

On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

16.04 In the event a Regular Employee reports for work as scheduled and is requested by the Employer to report for a later shift, the Regular Employee shall be compensated by payment of three (3) hours pay at her Basic Rate of Pay.

16.05 Full Time Employees

- (a) Regular hours of work, exclusive of meal periods for Regular Full Time Employees shall be:
 - (i) In the case of Licensed Practical Nurses,
 - 1. Seven and three-quarters ($7\frac{3}{4}$) work hours per day; and
 - 2. 23 shifts in a 5-week period.
 - (ii) In the Case of Health Care Aides,
 - 1. Seven and one-half ($7\frac{1}{2}$) work hours per day; and
 - 2. 23 shifts in a 5-week period.
 - (iii) In the case of Unit Clerks and Maintenance Workers,
 - 1. Seven and three-quarters ($7\frac{3}{4}$) work hours per day; and
 - 2. 25 shifts in a 5-week period.
- (b) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for Regular Full Time Employees shall provide for:
 - (i) Not more than three (3) different shift starting times between days off;
 - (ii) Days off to be consecutive;
 - (iii) Not more than six (6) consecutive days of work without receiving her days off; or not more than seven (7) consecutive days of work without receiving their days off by mutual agreement, in writing, between the Employer and the Employee;
 - (iv) At least twelve (12) hours between regularly scheduled shifts;
 - (v) No split shifts; and
 - (vi) Days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full Time Employees who perform the work involved.

- (c) All Full Time Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time of which shall be scheduled by the Employer.

Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.

16.06 Part Time Employees

- (a) Regular hours of work for Regular Part Time Employees:
 - (i) In the case of Licensed Practical Nurses,
 - 1. Seven and three-quarters ($7\frac{3}{4}$) work hours per day; and
 - 2. Less than 23 shifts in a 5 week period.
 - (ii) In the case of Health Care Aides,
 - 1. Seven and one-half ($7\frac{1}{2}$) work hours per day; and
 - 2. Less than 23 shifts in a 5 week period.
 - (iii) In the case of Unit Clerks and Maintenance Workers,
 - 1. Seven and three-quarters ($7\frac{3}{4}$) work hours per day; and
 - 2. Less than 25 shifts in a 5 week period.
- (b) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for Regular Part Time Employees shall provide for:
 - (i) Not more than three (3) different shift starting times between days off;
 - (ii) At least two (2) consecutive days off per week, averaged over one (1) work cycle or not more than fourteen (14) calendar days;
 - (iii) Not more than six (6) consecutive days of work without receiving her days off; or not more than seven (7) consecutive days of work without receiving their days off by mutual agreement, in writing, between the Employer and the Employee;
 - (iv) At least twelve (12) hours between regularly scheduled shifts;
 - (v) No split shifts; and

- (vi) Excepting Part Time Employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Part Time Employees who perform the work involved.
- (c) All Part Time Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time of which shall be scheduled by the Employer.

Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.

- (d) Regular Part Time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate Supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available Regular Part Time Employees who have requested additional hours of work.
- (e) The Basic Rate of Pay will prevail for additional hours of work assigned to a Regular Part Time Employee beyond her scheduled hours provided:
 - (i) She accepts the assignment;
 - (ii) The hours worked do not exceed seven and three quarter ($7\frac{3}{4}$) hours per day for Licensed Practical Nurses, Unit Clerks and Maintenance Workers;
 - (iii) The hours worked do not exceed seven and one half ($7\frac{1}{2}$) hours per day for Health Care Aides;
 - (iv) The hours worked do not exceed seventy-seven and one-half ($77\frac{1}{2}$) hours over a period of fourteen (14) calendar days for Licensed Practical Nurses, Unit Clerks and Maintenance Workers;
 - (v) The hours worked do not exceed seventy-five (75) hours over a period of fourteen (14) calendar days for Health Care Aides;
 - (vi) The Part Time Employee does not work in excess of six (6) consecutive days without days off; or not more than seven (7) consecutive days of work without receiving their days off by mutual agreement, in writing, between the Employer and the Employee;
 - (vii) The Part Time Employee does not work in excess of ten (10) days in a fourteen (14) day period; and

- (viii) If the hours worked would constitute a split shift, the call back provisions of Article 18 will apply.

When a Regular Part Time Employee accepts additional hours as per the preceding conditions her schedule shall not be considered to have been changed and therefore Article 16.02 does not apply.

- 16.07 A request by an Employee to work permanent Evening or Night shifts shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency. An Employee who has requested such a shift pattern may request to alter the shift pattern only after having worked it for a minimum of twelve (12) months.
- 16.08 Effective February 28, 2014, Employees may request to work on the following shift patterns:
 - (a) days and evenings;
 - (b) days and nights; or
 - (c) evenings and nights.

The Employer shall review all requests received and endeavour to meet all requests as operational and budget requirements allow.

- 16.09 Optional scheduling provisions may be mutually agreed to, in writing, between the Employer and the Union. The Employer shall consider any optional schedule which is proposed, in writing, by the Union.

ARTICLE 17: OVERTIME

- 17.01 The Employer shall determine when overtime is necessary and for what period of time it is necessary. All authorized overtime worked in excess of and in conjunction with seven and one-half (7½) or seven and three-quarters (7¾) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay for all Employees.
- 17.02 Failure to provide at least twelve (12) hours rest between scheduled shifts shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than twelve (12) hours rest between scheduled shifts.
- 17.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.
- 17.04 All overtime will be paid out on each pay day and may not be banked.

- 17.05 Upon notification, in writing, to the Employer, overtime shall be shared as equally as possible amongst Employees who perform the work involved.
- 17.06 (a) Full Time Employees required to work by the Employer on their scheduled days off shall be paid at the rate of two times (2X) the Basic Rate of Pay.
- (b) Part Time Employees in the Licensed Practical Nurse, Unit Clerk or Maintenance Worker Classifications required to work by the Employer in excess of seventy-seven and one-half (77½) hours in a fourteen (14) calendar day period, averaged over a shift cycle, shall be paid at the rate of two times (2X) the Basic Rate of Pay.
- (c) Part Time Employees in the Health Care Aide Classification required to work by the Employer in excess of seventy-five (75) hours in a fourteen (14) calendar day period, averaged over a shift cycle, shall be paid at the rate of two times (2X) the Basic Rate of Pay.
- 17.07 A Regular Employee who normally travels from the Site to her place of residence by means of public transportation following the completion of her shift but is prevented from doing so by being required to remain on duty longer than her 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 her place of residence.

ARTICLE 18: CALL-BACK

18.01 Full Time Employees

A Regular Full Time Employee who is called back and required to return to work without undue delay outside of her regular hours shall be paid for any one (1) call at either:

- (a) The overtime rate as specified in Article 17.01; or
- (b) Four (4) hours at the Basic Rate of Pay, whichever is greater.

18.02 Part Time Employees

A Regular Part Time Employee who has completed a shift and is called back and required to return to work without undue delay outside the Part Time Employee's regular hours shall be paid for any one (1) call at either:

- (a) The overtime rate as specified in Article 17.01; or
- (b) Four (4) hours at the Basic Rate of Pay, whichever is greater.

ARTICLE 19: SHIFT & WEEKEND PREMIUM

- 19.01 A weekend premium of three dollars (\$3.00) per hour will be paid to an Employee for all hours worked between 1500 hours Friday and 0700 hours Monday, provided that a minimum of two (2) hours is worked within that time period.
- 19.02 A shift premium of two dollars and seventy-five cents (\$2.75) per hour will be paid to an Employee for all hours worked between 1500 hours and 2300 hours provided that a minimum of two (2) hours is worked within that time period.
- 19.03 A shift premium of three dollars (\$3.00) per hour will be paid to an Employee for all hours worked between 2300 hours and 0700 hours provided that a minimum of two (2) hours is worked within that time period.
- 19.04 The shift and weekend Premiums are only paid on regular hours worked at the Basic Rate of Pay. For all hours worked at the overtime or call back rate, the premium(s) will be paid on each applicable hour worked.
- 19.05 When working an evening or night shift on a weekend, both premiums shall apply.
- 19.06 This payment will take effect upon ratification of the Collective Agreement.

ARTICLE 20: ANNUAL VACATION

- 20.01 (a) Employees shall submit vacation requests to the Employer by March 15th 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 that year.
- (b) Where an Employee submits their request in writing for vacation by March 15th, and insofar as the efficient operation of a department will permit, vacation dates shall be allocated based on seniority within each classification. Requests for vacation, which are submitted after March 15th, shall be dealt with on a first-come, first-serve basis.
- (c) A Regular Employee shall be allowed to exercise her preference as to choice of vacation dates for only one (1) vacation period of a maximum of three (3) weeks, which falls in whole or in part during the period June 1st to August 31st inclusive.
- 20.02 Except as provided in Article 20.04 and 20.08, no Regular Employee may continue to work and draw vacation pay in lieu of taking her vacation.

20.03 Vacation earned in one (1) employment year shall be taken within the following vacation year and may not be divided into more than two (2) periods, except with the approval of the Employer. If a Regular Employee makes a request to divide her vacation into more than two (2) periods, such request shall be considered by the Employer which shall not be unreasonably denied.

20.04 (a) There shall be no carryover of vacation from one (1) vacation year to the next, nor shall vacation from one (1) vacation year be taken consecutively with vacation in the ensuing vacation year, except with the approval of the Employer which shall not be unreasonably denied.

(b) All unused vacation shall be paid out on the first pay after March 31st of each year, without approval for vacation carry-over as above.

20.05 An Employee who terminates employment shall be entitled to vacation pay on a pro-rata basis as determined by the application of Article 20.06, provided the Employee gives proper notice as per Article 30.04.

20.06 Vacation Entitlement:

(a) Full Time Employees

During each year of continuous service in the employ of the Employer, Regular Full Time Employees shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:

(i) during the first (1st) year of such employment an Employee earns a vacation of fifteen (15) working days;

(ii) during the second (2nd) to ninth (9th) years of such employment an Employee earns a vacation of twenty (20) working days;

(iii) during the tenth (10th) to nineteenth (19th) years of such employment an Employee earns a vacation of twenty-five (25) working days;

(iv) during the twentieth (20th) and subsequent years of such employment an Employee earns a vacation of thirty (30) working days.

(b) Part Time and Temporary Employees

During each year of continuous service in the employ of the Employer, Regular Part Time and Temporary Employees shall earn entitlement to vacation time off to be taken in the next following vacation year and such entitlement is governed by the total length of such service as outlined below.

Vacation time off commences on the first (1st) regularly scheduled workday away on vacation leave and ends on the first (1st) regularly scheduled workday back from vacation leave. A Regular Part Time Employee shall receive vacation pay in accordance with Article 20.06(c):

- (i) during the first (1st) year of such employment an Employee earns a vacation of three (3) weeks;
 - (ii) during the second (2nd) to ninth (9th) years of such employment an Employee earns a vacation of four (4) weeks;
 - (iii) during the tenth (10th) to nineteenth (19th) years of such employment an Employee earns a vacation of five (5) weeks;
 - (iv) during the twentieth (20th) and subsequent years of such employment an Employee earns a vacation of six (6) weeks.
- (c) Vacation pay to be paid to a Regular Part Time and temporary Employee based on the following formula: the hours worked as a Regular Employee during the preceding vacation year multiplied by, the Basic Rate of Pay in effect on the date vacation leave commences, multiplied by the applicable rate of:
- (i) Six percent (6%) during the first (1st) year of continuous employment; or
 - (ii) Eight percent (8%) during the second (2nd) to ninth (9th) years of continuous employment; or
 - (iii) Ten percent (10%) during the tenth (10th) to nineteenth (19th) years of continuous employment; or
 - (iv) Twelve percent (12%) during the twentieth (20th) and subsequent years of continuous employment.

20.07 Cessation of Vacation Accrual

There shall be no accrual of vacation entitlements during:

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

- 20.08 Subject to the mutual agreement, in writing, between the Employer and the Employee, and only upon the Employee's request, a Regular Full Time and Part Time Employee who is entitled to take greater than twenty-one (21) calendar days of vacation time in a vacation year may be permitted to waive a portion of her vacation time entitlement which exceeds twenty-one (21) calendar days and will be paid out as per Article 20.04. In no circumstances, however, shall the Employer permit such Employee to take less than twenty-one (21) calendar days of vacation time.
- 20.09 Should a Regular Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be considered to be on sick leave for the period of the stay in hospital, and subsequent period of recovery subject to the provisions of Article 22: Sick Leave. Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.
- 20.10 Only those hours of work paid at the Basic Rate of Pay and on a Named Holiday to a maximum of seven and three-quarter (7¾) hours will be recognized for the purposes of determining vacation pay.

ARTICLE 21: NAMED HOLIDAYS

- 21.01 Any reference to Named Holidays in this Collective Agreement applies to the following days:

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

and all general holidays proclaimed to be a Statutory Holiday by any of the following levels of Governmental authority:

- (a) The Province of Alberta; and
 - (b) The Government of Canada.
- 21.02 No payment shall be due for the Named Holiday which occurs during:
- (a) A layoff; or
 - (b) All forms of leave during which a Regular Employee is not paid; or
 - (c) An absence while in receipt of disability insurance or Workers' Compensation benefits.

- 21.03 A Full Time Employee shall be entitled to a day off with pay on or for a Named Holiday provided she:
- (a) Works 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.
 - (b) Works on the Named Holiday when scheduled or required to do so.
- 21.04 Subject to Article 17.01 a Full Time Employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times (1½X) the Basic Rate of Pay plus:
- (a) By mutual agreement, a day added to the Full Time Employee's next annual vacation, or
 - (b) A mutually agreeable day off with pay in conjunction with the Full Time Employee's regular days off; or
 - (c) One (1) day of pay at their Basic Rate of Pay in lieu of the Named Holiday.
- 21.05 When a Named Holiday falls during a Full Time Employee's annual vacation the Employee shall receive:
- (a) By mutual agreement, a day off with pay added to the Full Time Employee's annual vacation; or
 - (b) A mutually agreeable day off with pay in conjunction with the Full Time Employee's regular days off; or
 - (c) One (1) day of pay at their Basic Rate of Pay in lieu of the Named Holiday.
- 21.06 When a Named Holiday falls on a Full Time Employee's regularly scheduled day off, the Full Time Employee shall receive:
- (a) By mutual agreement a day off with pay added to the Full Time Employee's next annual vacation; or
 - (b) A mutually agreeable day off with pay in conjunction with the Full Time Employee's regular days off; or
 - (c) One (1) day of pay at their Basic Rate of Pay in lieu of the Named Holiday.

21.07 When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a Full Time Employee's regularly scheduled day off, such Employee shall then be entitled to the provisions of Article 21.06.

21.08 Part Time Employees

A Part Time Employee who works on a Named Holiday shall be paid at the rate of one and one-half times (1½X) their Basic Rate of Pay for all hours worked up to seven and three quarter (7¾) hours, for Licensed Practical Nurses, Unit Clerks and Maintenance Workers, and for all hours worked up to seven and a half (7½) for Health Care Aides, after which they shall cease their entitlement to compensation under this clause and become entitled to Overtime Compensation under Article 17.

Part Time Employees shall be paid four decimal six percent (4.6%) of their earnings paid at the Basic Rate of Pay, and of their vacation, in lieu of Named Holiday pay.

21.09 Sick Time on Named Holiday

An Employee off sick when regularly scheduled to work on a Named Holiday shall not be deducted sick leave on the Named Holiday but shall be paid at their Basic Rate of Pay for having taken and received their Named Holiday entitlement.

21.10 All accumulated time in lieu of Named Holidays shall be paid out in March of each year for all Named Holidays accumulated in the previous calendar year unless agreement is made under Article 21.04.

ARTICLE 22: SICK LEAVE

22.01 (a) Sick Leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

(b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses, which can respond to therapy and treatment as determined by a physician, and that absences from work due to such therapy shall be considered sick leave.

22.02 After a Regular Employee has completed her probation period she shall be allowed a credit for sick leave from the date of employment provided, however, that a Regular Employee shall not be entitled to apply sick leave credits prior to the completion of her probation period.

- 22.03 Sick Leave credits shall not accrue during:
- (a) Any period of sick leave in excess of thirty (30) calendar days; or
 - (b) A layoff; or
 - (c) A leave of absence without pay which is in excess of thirty (30) calendar days; or
 - (d) An absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) calendar days.
- 22.04 A Regular Employee granted sick leave shall be paid for the period of such leave at one hundred percent (100%) of her Basic Rate of Pay, and the number of days thus paid shall be deducted from her accumulated credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 22.05 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 Extended Health Care Plan and excludes massage therapy. Such absence shall be charged against the Employee's sick credit accumulation. The Employee may be required to submit satisfactory proof of such appointments.
- 22.06 Regular Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident, or quarantine.
- 22.07 When a Regular Employee has accrued the maximum sick leave credits 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.
- 22.08 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 for the duration of the illness, or as provided below. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with fourteen (14) days notice of readiness to return to work. An Employee who:
- (a) is capable of performing the duties of her former classification shall be reinstated by the Employer in the same classification which she held immediately prior to her absence;
 - (b) is not capable of performing the duties of her former classification, but who is capable of performing a job within the Bargaining Unit, shall have a reasonable effort made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement.

22.09 At the expiration of either twenty-four (24) months from the last day of paid sick leave or twenty-four (24) months from the first (1st) day of Long Term Disability entitlement, whichever is greater, an Employee who is not capable of returning to work pursuant to (a) or (b) above shall be considered to have terminated her employment relationship with the Employer.

22.10 Regular Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties re-distributed. Failing to do so, the Regular Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Regular Employee should have reported for work and the time at which the Regular Employee reported.

22.11 Upon the request of an Employee, but not more frequently than twice annually, the Employer shall advise the Employee of the amount of her accumulated sick leave credits.

22.12 Sick Time on Named Holiday

An Employee off sick, when regularly scheduled to work on a Named Holiday, shall not be deducted sick leave on the Named Holiday but shall be paid at straight time for having taken and received their Named Holiday entitlement.

22.13 Full Time Employees

Sick leave credits for a Full Time Employee shall be earned and computed at the rate of one (1) working day for each full month of employment up to a maximum credit of one hundred twenty (120) working days.

22.14 Part Time Employees

(a) Sick leave credits for a Part Time Employee shall be earned and computed at the rate of one (1) working day for each full month of employment, prorated to the FTE up to a maximum credit of one hundred twenty (120) working days.

(b) When a Regular Part Time Employee accepts an assignment for additional hours of work and then reports sick for such assignment, the Employee shall not be entitled to utilize sick leave credits for such assignment.

ARTICLE 23: WORKERS' COMPENSATION

23.01 Workers' Compensation Board coverage will be provided by the Employer for a Regular Employee.

23.02 Regular Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits except as provided in Article 23.06 below.

An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.

- 23.03 Article 23.02 above shall not exclude a Regular Employee from sick leave benefits for periods of absence resulting from an accident, which is non-compensable under the Workers' Compensation Act.
- 23.04 Regular Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 23.05 A Regular Employee absent from work and receiving Workers' Compensation benefits shall provide the Employer with twenty-eight (28) calendar days' written notice of readiness to return to work. Such advance notice shall not be required in the case of short-term absence on Workers' Compensation leave, i.e., where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days.
- 23.06 (a) An Employee who is in receipt of Workers' Compensation Benefits shall be deemed to be on an approved leave of absence without pay. The Employer shall continue their portion of the health care benefit cost-share during such leave of absence.
- (b) Regular Employees will be eligible to apply for the payment of accumulated sick leave credits in accordance with Article 22 during the period while they are awaiting WCB approval of their claim. Accumulated sick leave credits will be payable if the Employee meets the eligibility requirements for sick leave. When the WCB claim is approved, the Employee will repay monies equal to the value of the accumulated sick leave credits paid. The Employer will reinstate the sick leave credits to the appropriate level.

ARTICLE 24: HEALTH BENEFITS

- 24.01 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) A Supplementary Health Benefits Plan; or equivalent,
 - (b) A Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of all eligible extensive services; and fifty percent (50%) of eligible Orthodontic Services. The Dental Plan shall be based on the current fee guide. A maximum annual reimbursement of fifteen hundred dollars (\$1,500) 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 (\$1,500) per insured person;

- (c) Vision - \$250.00 per participant every 2 years;
- (d) Alberta Health Care Insurance Plan;
- (e) A Benefit Plan, or equivalent inclusive of:
 - (i) Group Life Insurance
 - (ii) Accidental Death and Dismemberment
 - (iii) All eligible Employees will be allowed to participate in 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 percent (60%) of basic weekly earnings at the Basic Rate of Pay 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) day elimination period, the Short Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness.
 - (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two thirds percent (66⅔%) 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).
- (f) At the Employers' option, an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which she has the medical substantiation required pursuant to Article 22.06.

- 24.02 (a) The implementation and operation of a Benefit Plan, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions outlined in both the Benefit Plan Information Brochure and the terms and conditions of the policies or contracts entered into with the underwriters of the Plans.
- (b) The Employer shall make available to all Employees participating in these Plans, copies of information booklets of these Plans.

24.03 Benefit Plan

Benefit premiums shall be cost-shared with Employees paying twenty-five percent (25%) of the cost, and the Employer paying seventy-five percent (75%) of the cost for benefits listed in Article 24.01.

24.04 Part Time Employees

Subject to the preceding provisions where it is anticipated that a Part Time Employee will work a minimum of fifteen (15) hours per week, averaged over one (1) complete cycle of the shift schedule, she shall participate in the Health Benefits Plans.

24.05 The Union shall be notified of any changes to Health Benefit Policies.

ARTICLE 25: PENSION PLAN

Effective July 1, 2013, the Employer will discontinue the current RRSP matching Plan and replace it with the following:

- 25.01 (a) The Employer shall contribute to the Local Authorities Pension Plan for retirement benefits for participating Employees, provided they are regularly scheduled to work at least fourteen (14) hours per week as averaged over one (1) complete cycle of the shift schedule in accordance with the terms and conditions of the applicable plan.
- (b) The Employer shall make available to all eligible Employees copies of the Local Authorities Pension Plan information.

ARTICLE 26: LEAVES OF ABSENCE

26.01 Applications

Applications for leave of absence shall be submitted, in writing, to the Employer for approval. A false statement in an application for leave of absence may result in dismissal of employment which shall be reported to the Union. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Regular Employee's immediate family or for any other reason which the Employer and Regular Employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

26.02 An Employee on approved leave of absence for any reason who overstays such leave without the Employer's permission shall be considered to have terminated her employment unless the Employee has provided a valid reason in the opinion of the Employer.

26.03 Union Business

Provided the efficiency of the Site shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to Regular Employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools.

26.04 Representatives of the Union shall be granted time off without loss of seniority and without pay in order to participate in negotiations with the Employer. When more than one Employee from a department has requested time off for negotiations and such request impacts on the efficiency of the department, the Employer may request a meeting with the Union to discuss and explore alternatives.

26.05 (a) The Employer recognizes the right of a Regular Employee to participate in public affairs, therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.

(b) Regular Employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

26.06 Regular Employees who are elected or selected for a full time position with the Union, or anybody with which the Union is affiliated shall be granted leave of absence without pay but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year on request during their term of office.

26.07 Where leave of absence without pay for Union business is approved, the Employer agrees to continue payment of regular pay and benefits (including all premiums) provided for in this Collective Agreement. However, the Union shall reimburse the Employer for any such pay and benefits [plus a processing fee of fifteen percent (15%)] paid to the Employee(s) on Union business leave, upon being invoiced by the Employer.

26.08 Parental

(a) A Regular Employee who has completed twelve (12) months continuous employment shall, upon her written request at least one (1) month in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave not later than the date of delivery.

- (b) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits, STD or LTD. Maternity Leave shall be without loss of seniority. The total period of maternity leave shall not exceed twelve (12) months unless mutually agreed between the Employer and Employee.
- (c) An Employee absent on parental leave shall provide the Employer with one (1) month's written advance notice of her readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same Basic Rate of Pay, and other benefits that accrued to her to the date she commenced the leave.
- (d) A father-to-be who has completed his probationary period shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such shorter period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits, and shall not exceed twelve (12) months.
- (e) A pregnant Employee, whose continued employment in her position may be hazardous to herself, or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request parental leave as provided by Article 26.08(a) if the Employee is eligible for such leave. In the event that the parental leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than twelve (12) months, the Employee may request further leave without pay as provided by Article 26.01.

26.09 Paternity Leave

An Employee may be given one (1) day with pay to attend to the birth of his or her child. Further time off may be granted and will be taken from applicable vacation banks.

26.10 Adoption Leave

- (a) A Regular Employee who has completed twelve (12) months' continuous employment, shall, upon written request, be granted leave without pay and benefits for up to twelve (12) months as necessary for the purpose of adopting a child, provided that:
 - (i) She makes written request for such leave at the time the application for adoption is approved and keeps the Employer advised of the status of the application;

- (ii) She provides the Employer with at least one (1) day's notice that such leave is to commence.
- (b) An Employee absent on parental leave shall provide the Employer with one (1) month's written advance notice of her readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same Basic Rate of Pay, and other benefits that accrued to her to the date she commenced the leave.

26.11 Court Appearance

An Employee summoned to serve jury duty or one who has been served with a subpoena to appear as a witness in a court of law in matters arising out of her employment, shall be paid the difference between what the Employee would have earned for scheduled hours at work at the Employee's Basic Rate of Pay and the court fee received exclusive of travel, meals and other expenses. An Employee required to so serve will notify their Department Head as soon as possible following receipt of the summons or subpoena. The Employee will submit a certificate of service from an Officer of the Court indicating fees received before any payment is made under this provision.

26.12 Compassionate Care Leave

An Employee with a qualified relative in the end stages of life shall be entitled to leave of absence of up to eight (8) weeks, without pay and benefits.

Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for bereavement under Article 27.01.

Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Compassionate Care Leave where circumstances make it reasonable to do so.

26.13 Sick leave and vacation hours do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

26.14 (a) Employees, if eligible, taking a leave of absence in excess of thirty (30) days are expected to make prior arrangements for the payment of the full premium for the continuation of their contributory benefit plans, i.e. Extended Medical, Group Life, Local Authorities Pension Plan and Dental Plan except as provided in Article 26.14 (b).

(b) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of Sick Leave, EI SUB Plan Benefits, ShortTerm Disability, Long Term Disability, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

- (c) Failure by the Employee to submit her portion of the premiums will result in the Employer discontinuing benefits for that Employee during the leave.

ARTICLE 27: BEREAVEMENT

27.01 A Regular Employee shall be granted five (5) consecutive working days bereavement leave without loss of salary, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the Employee:

Spouse (including Common-Law)		Grandparents (both sides)
Fiancé	Son-in-Law	Child
Brother-in-Law	Daughter-in-Law	Parent
Sister-in-Law	Mother-in-Law	Brother
Grandchild	Father-in-Law	Sister
Step Parents	Step Children	Legal Guardian

27.02 Bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred and twenty-two (322) kilometres one-way from the Employee's residence is necessary for the purpose of attending the funeral.

27.03 If an Employee receives notification of their loss during a shift already in progress, the Employee will be excused from work with pay for the balance of the shift and bereavement leave will commence the following day.

27.04 A Regular Employee may be granted up to one (1) day, paid at the Basic Rate of Pay, to attend the funeral of an aunt, uncle, niece and nephew, when the funeral occurs or immediately adjacent to a regularly scheduled shift.

ARTICLE 28: UNIFORMS

28.01 The Employer recognizes that it is desirable for each Employee who is required to change into a uniform to be provided an area for a locker for storage of clothing and personal belongings.

28.02 For the Maintenance Worker, upon presentation of a receipt, the Employer shall reimburse Employees for the purchase of CSA approved safety footwear to a maximum Employer cost of two hundred dollars (\$200.00) every two (2) years.

ARTICLE 29: APPOINTMENTS, PROMOTIONS, TRANSFERS & VACANCIES

29.01 In filling a new position or a vacancy, appointments shall be made on the basis of the qualifications and seniority of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description.

29.02 (a) Vacancies for:

(i) Regular positions; and,

(ii) Relief positions scheduled to be greater than fifteen (15) hours per week, and of an expected duration of more than ninety (90) calendar days, shall be posted for seven (7) calendar days as a general posting throughout the Organization, stating the responsibilities and qualifications, existing shift schedule and Basic Rate of Pay for the position and to whom applications should be submitted.

(b) The Employer may limit sequential postings for a relief vacancy to two (2) postings.

29.03 Requests for transfer or applications for vacancies shall be in writing according to the procedures established in the Site. Facilities will be provided to accept applications for posted positions at any time within the seven (7) calendar day posting period.

29.04 Subject to Article 29.01, the following order for consideration of applicants shall apply:

(a) Regular Employees of the Employer who are covered by this Collective Agreement, and

(b) Next, the Casual Employees of the Employer who are covered by this Collective Agreement; and

(c) Next, Employees of Covenant Health at other Covenant Health sites, and

(d) Next, external applicants.

29.05 When a vacancy is posted and circumstances require the Employer to fill a vacancy before the expiration of the seven (7) calendar day posting period, or prior to the availability of a qualified applicant, the appointment shall be made on a temporary basis only. The Employer shall fill such vacant position on a permanent basis as soon as a qualified applicant becomes available.

- 29.06 (a) A copy of all postings and following the competition, the name of the successful applicant shall be forwarded to the Union.
- (b) Employees who are applicants for postings shall be informed, in writing, of their acceptance or rejection within seven (7) calendar days of the date of appointment.

29.07 A Regular Employee who changes classifications shall be considered on a trial period in their new position for three hundred and ten (310) hours worked or forty-five (45) accrued shifts, whichever occurs first, following the date of appointment. During this trial period, the Employee may choose to return or the Employer may direct the Regular Employee to return to their former position and Basic Rate of Pay without loss of seniority.

29.08 Temporary Appointments

- (a) The benefit status of a Regular Employee filling a temporary vacancy shall be as follows:
- (i) An Employee who was receiving benefits prior to the relief or temporary position will continue to receive benefits in accordance with Article 24.
- (ii) An Employee who was not receiving benefits prior to the relief or temporary position will not be eligible to receive benefits as a result of the relief position.
- (b) A Regular Employee who is the successful applicant on a relief or temporary position shall maintain and continue to accrue seniority in accordance with Article 31, and shall revert back to her former position upon completion of the relief or temporary position.
- (c) During the term of a temporary position, the Employee shall be eligible to apply on postings in accordance with the following:
- (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 29.02 (a)(i)(ii).
- (ii) Such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 29.02 (a)(ii), unless the position posted commences after the expiry of the term for which the Employee was hired.
- (d) Temporary positions may be extended by mutual agreement between the Employer and the Employee.

ARTICLE 30: DISCIPLINE, DISMISSAL & RESIGNATION

- 30.01 (a) Except for the dismissal of an Employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- (b) Copies of all disciplinary notices shall be forwarded to the Union. Regular Employees shall be given the opportunity to sign disciplinary notices as having been read.
- (c) An Employee shall have the right to have a Shop Steward or Local Union Officer present when disciplinary notice, in writing, (or verbally) is issued.
- (d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the Grievance Procedure.
- 30.02 A Regular Employee absent for three (3) scheduled workdays without good and proper reason and without notifying the Employer, shall be considered to have vacated her position.
- 30.03 Upon providing at least one (1) days' notice, an Employee shall have the right to view her personnel file once each year, or when the Employee has filed a grievance. An Employee may be given one copy of the contents of her personnel file, including additions, free of charge. Any subsequent copies will be charged a fee, established by the Employer, to cover the cost of the copying.
- 30.04 (a) An Employee shall make every reasonable effort to provide to the Employer twenty-one (21) calendar days notice, where possible, and shall, in any case, provide the Employer with fourteen (14) days notice of her desire to terminate her employment.
- (b) If an Employee does not provide the Employer with notice of termination of employment, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code R.S.A.2000 c. E-9* concerning vacation with pay. The Employer may waive this clause if termination is due to illness or to other cause, which is acceptable to the Employer.
- 30.05 An Employee who has been subject to disciplinary action may, after twenty-four months of continuous service [exclusive of any periods of leave of absence in excess of thirty (30) days], from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the twenty-four (24) month period.
- 30.06 An Employee required by the Employer to attend a disciplinary or investigation meeting shall be paid at the Basic Rate of Pay for time spent in attendance at that meeting.

ARTICLE 31: SENIORITY

- 31.01 (a) "Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire and shall continue to accrue during periods of layoff as specified in Article 32 and authorized leaves of absence.
- (b) Seniority shall include all continuous employment at St. Joseph's Home/Carmel Hospice prior to Covenant Health. The onus is on the Employee to provide such proof within 60 days of ratification.
- 31.02 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire when:
- (a) The employment relationship is terminated by either the Employer or the Regular Employee.
- (b) Twenty-four (24) months has expired following layoffs, during which time the Regular Employee has not been recalled to work;
- (c) A Regular Employee does not return to work on recall.
- 31.03 An up-to-date seniority list shall be sent to the Union in January of each year and when any Regular Employee is served notice of layoff, such list shall indicate each Employee's classification.

ARTICLE 32: LAYOFF & RECALL PROCEDURE

- 32.01 Prior to reducing the workforce, the Employer shall notify the Employee to be laid off twenty-eight (28) calendar days in advance of the layoff. During those twenty-eight (28) calendar days the Employer may, if such is necessary, assign the Employee to other duties. Notwithstanding the foregoing, if the Employer is unable to provide the Employee with work during this twenty-eight (28) day period, they shall, for the last fourteen (14) day period only, pay the Employee at the Basic Rate of Pay in lieu of notice. Neither the twenty-eight (28) nor fourteen (14) day provisions apply to a probationary Employee or where the layoff results from an Act of God, fire, flood, or a work stoppage of Employees and others which may be certified in different bargaining units.
- 32.02 Prior to implementation of the provisions of this Article the Employer will meet the Union to inform the Union of the Employer's intentions.
- 32.03 For the purpose of this Article, "Pay Grade" shall mean classifications with the same maximum rate of pay.

- 32.04 Employees with less than one (1) year of seniority are not eligible to displace and are subject to layoff. Such Employees will be transferred to casual status and be eligible to apply on open competitions.
- 32.05 When there is a classification where the least senior Employee occupies a position with a particular skill set, that position may be bypassed, and the next senior Employee's position will be considered as the position eligible for displacement. These situations will be closely reviewed on a case-by-case basis.
- 32.06 Affected Employees whose Full Time Equivalent (FTE) are being altered or eliminated will be given an option to remain in their modified position, provided there is no change in status from Part Time to Full Time non-benefit eligible to Part Time benefit eligible status. They will not be placed on recall, nor will they be given priority for additional shifts. Employees who are eligible for this option will be given seventy-two (72) hours, exclusive of Saturdays, Sundays and Named Holidays, to advise the Employer in writing as to their decision. Employees who do not choose this option will enter into the following layoff process.
- 32.07 Regular Full Time Employees who are given position elimination or displacement notice will exercise one of the following options within seventy-two (72) hours, exclusive of Saturdays, Sundays and Named Holidays, of the notice:
- (a) (i) Select a vacancy for which the Employee has the qualifications to perform the duties and is comprised of the same FTE and equal Pay Grade;
 - (ii) Select a vacancy for which the Employee has the qualifications to perform the duties of the position in an equal or lower Pay Grade and equal or lower FTE.
 - (b) An Employee who declines a vacant position pursuant to Article 32.07(a)(i) shall not be eligible for another vacant position, or to displace into an occupied position within the bargaining unit pursuant to Article 32.08 and shall be laid off and forfeit her recall rights.
- 32.08 (a) Subject to Article 32.07(b), a Regular Full Time Employee who is not placed in a vacant position pursuant to Article 32.07, shall be presented with the following displacement options:
- (i) displace the least senior Full Time Employee in an equal Pay Grade for which the Employee has the required qualifications to perform the duties of the position;
 - (ii) displace the least senior Full Time Employee in an equal or lower Pay Grade and an equal or lower FTE for which the Employee has the required qualifications to perform the duties of the position;

- (iii) displace the least senior Part Time Employee with benefit eligibility in the same classification or in an equal or lower pay grade for which the Employee has the qualifications to perform the duties of the position;
 - (iv) displace the least senior Part Time Employee without benefit eligibility in the same classification or in an equal or lower pay grade for which the Employee has the qualifications to perform the duties of the position;
 - (v) waive the right to displace and accept layoff and placement on the recall list. The Employee will be transferred to "casual recall" and will be given priority for casual shifts up to their previous FTE in their classification for which the Employee has the required qualifications to perform the duties of the position.
- (b) An Employee who declines displacement under Article 32.08 (a)(i) but elects to displace under Article 32.08 (a)(ii)-(v), shall be considered to be whole and shall have no further rights to displacement or recall.
- 32.09 Where more than one (1) full time position is eliminated within a classification, the number of Full Time Employees to be displaced shall be identified. The provisions of Article 32.07 and 32.08 shall then be exercised in order of seniority.
- 32.10 The removed Employee is only eligible to displace into a position that will not be deleted within sixty (60) calendar days.
- 32.11 (a) Regular Part Time Employees with benefit eligibility (i.e. .3875 FTE or greater) who are given position elimination or displacement notice will exercise one of the following options within seventy-two (72) hours, exclusive of Saturdays, Sundays and Named Holidays, of the notice:
- (i) select a vacancy for which the Employee has the qualifications to perform the duties and is comprised of the same FTE and equal pay grade;
 - (ii) select a vacancy of less than 1.0 FTE in an equal or lower pay grade for which the Employee has the qualifications to perform the duties of the position in an equal or lower pay grade.
- (b) An Employee who declines a vacant position pursuant to Article 32.11(a)(i) shall not be eligible for another vacant position, or to displace into an occupied position within the bargaining unit pursuant to Article 32.12 and shall be laid off and forfeit her recall rights.
- 32.12 (a) Subject to Article 32.11(b), a Regular Part Time Employee who is not placed in a vacant position pursuant to Article 32.11, shall be presented with the following displacement options:

- (i) Displace the least senior Regular Part Time Employee in the same FTE and equal pay grade for which the Employee has the required qualifications to perform the duties of the position;
 - (ii) Displace the least senior Regular Part Time Employee, with benefit eligibility, in an equal or lower pay grade for which the Employee has the required qualifications to perform the duties of the position;
 - (iii) Displace the least senior Regular Part Time Employee, without benefit eligibility, in the same classification or in an equal or lower pay grade for which the Employee has the required qualifications to perform the duties of the position;
 - (iv) Waive the right to displace and accept layoff and placement on the recall list. The Employee will be transferred to "casual recall" and will be given priority for casual shifts up to their previous FTE in their classifications.
- (b) An Employee who declines displacement pursuant to Article 32.12 (a)(i) but elects to displace under Article 32.12 (a)(ii)-(v), shall be considered to be whole and shall have no further rights to displacement or recall.
 - (c) Where more than one (1) Regular Part Time position is eliminated within a classification, the number of Regular Part Time Employees to be displaced shall be identified. The provisions of Articles 32.11 and 32.12 shall then be exercised in order of seniority.
 - (d) The removed Employee is only eligible to displace into a position that will not be deleted within sixty (60) calendar days.
- 32.13 (a) Regular Part Time Employees without benefit eligibility who are given position elimination or displacement notice will exercise one of the following options within seventy-two (72) hours, exclusive of Saturdays, Sundays and Named Holidays, of the notice:
- (i) Select a vacancy for which the Employee has the qualifications to perform the duties and is comprised of the same FTE and equal pay grade;
 - (ii) Select a vacancy of less than .3875 FTE in an equal or lower pay grade, for which the Employee has the qualifications to perform the duties of the position.
- (b) An Employee who declines a vacant position pursuant to Article 32.13 (a)(i) shall not be eligible for another vacant position, or to displace into an occupied position within the bargaining unit pursuant to Article 32.13 and shall be laid off and forfeit her recall rights.

32.14 Subject to Article 32.13(b), a Regular Part Time Employee without benefit eligibility, who is not placed in a vacant position pursuant to Article 32.13, shall be presented with the following displacement options:

- (a) (i) Displace the least senior Regular Part Time Employee, with the same FTE and an equal pay grade for which the Employee has the required qualifications to perform the duties of the position;
 - (ii) Displace the least senior Regular Part Time Employee, without benefit eligibility, in an equal or lower pay grade for which the Employee has the required qualifications to perform the duties of the position;
 - (iii) Waive the right to displace and accept layoff and placement on the recall list. The Employee will be transferred to "casual recall" and will be given priority for casual shifts up to their previous FTE in their classification for which the Employee has the required qualifications to perform the duties of the position.
- (b) An Employee who declines displacement pursuant to Article 32.14 (a)(i) but elects to displace under Article 32.14(a)(ii)-(v), shall be considered to be whole and shall have no further rights to displacement or recall.
- (c) Where more than one (1) Regular Part Time position is eliminated within a classification, the number of Regular Part Time Employees to be displaced shall be identified. The provisions of Articles 32.13 and 32.14 shall then be exercised in order of seniority.
- (d) The removed Employee is only eligible to displace into a position that will not be deleted within sixty (60) calendar days.

32.15 Notice Provisions

- (a) Notice of layoff shall be in writing and shall be served either in person, couriered or by registered letter directed to the Employee's last known address. Layoff notices served by registered letter shall be considered served effective the date of registration with the postal services or, if served in person shall be considered served effective the date of receipt by the Employee.
- (b) The Union shall be notified of layoffs, displacement and reassignments as they occur.
- (c) An Employee shall receive written confirmation of re-assignment following their option selection in consultation with the Employer and the Union.

32.16 Recalls

- (a) Vacancies in classifications where there is an active recall list of Employees shall be posted under a "Restricted Competition". The competition will be restricted to Regular Full Time and Regular Part Time Employees and those on recall in the bargaining unit. Under a restricted competition Employees who apply must meet the minimum required qualifications described on the posting in relation to education, experience, skills, abilities and seniority. If no one is successful on the restricted competition, the Employer will post an open competition in accordance with the Article 29 Appointments, Promotions, Transfers and Vacancies.
- (b) Employees who are successful on a temporary competition will remain on recall in their original classification and FTE.
- (c) A recall list shall be maintained by classification and in order of seniority.
- (d) The Union shall be advised of recalls as they occur.
- (e) Employees will be removed from the recall list when one of the following occurs:
 - (i) Twenty-four (24) months from the original date they were placed on recall has expired;
 - (ii) Employee is successfully placed in a permanent position of equal or greater FTE in an equal or higher classification than the classification held prior to layoff;
 - (iii) Upon termination from employment with the Employer;
 - (iv) Employee applies for and is the successful applicant on a position pursuant to Article 29: Appointments, Promotions, Transfers and Vacancies.

32.17 No new Employees will be hired except where those on layoff cannot perform the work available satisfactorily.

32.18 Continuation of Health Benefit Plans

Subject to the terms and conditions of policies and contracts entered with the underwriters of the Plans, a Regular Employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the Regular Employee has rights to recall. Failure by the Regular Employee to submit the premium payments will result in the Employer discontinuing premium payments for that Employee.

32.19 Casual and Temporary Assignment During Layoff

- (a) In the event that a Regular Employee on layoff accepts an offer to work as a Casual or Temporary Employee, such Employee shall be governed by the Collective Agreement provisions applicable to Casual and Temporary Employee(s), however, such Employee's recall status and seniority standing upon recall shall not be affected by the period of casual or temporary assignment.
- (b) Priority for casual or temporary assignment within the Employee's classification will be given to Employees on layoff up to the Employee's previous FTE.

32.20 If a Department is to be closed or a substantial number of Regular Employees are to be affected by a staff reduction which is known to be permanent in nature, the Employer will provide as much notice as possible to the Union.

32.21 The operation of Article 32 shall not be construed as a violation of the scheduling or posting provisions of Articles 16, 17 and 29 respectively.

32.22 Subcontracting, Leasing or Technological Change

- (a) In the event Regular Employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the Bargaining Unit.
- (b) Regular Employees who are transferred by the Employer pursuant to Article 32.22(a) to a lower paid position, shall continue to receive their previous rate of pay in accordance with Article 9.05.
- (c) Regular Employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff procedures of this Article.

ARTICLE 33 - PYRAMIDING

33.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums. Shift and weekend premiums will both be paid where applicable.

33.02 Where two (2) or more applicable premiums may apply, the Employee will be paid only one (1) such premium, that being the greatest of the applicable premiums.

ARTICLE 34: CASUAL EMPLOYEES

- 34.01 Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual Employees.
- 34.02 Casual Employees required to work on a Named Holiday shall be paid at one and one-half times (1½X) their Basic Rate of Pay for all hours worked on the Named Holiday.
- 34.03 Casual Employees shall be paid four decimal six percent (4.6%) of their earnings at the Basic Rate of Pay, and of their vacation pay in lieu of Named Holidays.
- 34.04 Casual Employees shall be paid in addition to their earnings at the Basic Rate of Pay:
- (a) Six percent (6%) of their earnings at the Basic Rate of Pay during the first (1st) and subsequent employment years; or
 - (b) Eight percent (8%) of their earnings at the Basic Rate of Pay during the fourth (4th) and subsequent employment years if applicable; in lieu of vacation.
- 34.05 Casual Employees shall be allowed:
- (a) Twenty-one (21) calendar days off without pay for their vacation after one (1) year of employment; or
 - (b) Twenty-eight (28) calendar days off without pay for their vacation after four (4) years of employment, if applicable.
- 34.06 In the event that a Casual Employee is required by the Employer to report to work and is then not permitted to commence work; or is required to return to duty at a later hour, she shall be compensated by receiving three (3) hours pay at the Basic Rate of Pay, in addition to all hours worked in the changed shift if it occurs within the same calendar day.
- 34.07 Casual Employees are not entitled to participate in the Health Benefits Plan or Pension Plan.
- 34.08 (a) A Casual Employee who has completed her shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be in accordance with the Covenant Health Travel Policy rate per kilometre from the Employee's residence to the Site and return provided the return is prior to the commencement of her next shift.

- (b) A Casual Employee who normally travels from the Site to her place of residence by means of public transportation following the completion of her duty shift but who is prevented from doing so by being required to remain on duty longer than her regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Site to her place of residence.
- 34.09 (a) The Employer shall determine when overtime is necessary and for what period of time it is required:
- (i) All authorized overtime worked in excess of and in conjunction with seven and three-quarter ($7\frac{3}{4}$) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay; or
 - (ii) All overtime worked in excess of seventy-seven and one-half ($77\frac{1}{2}$) hours in a fourteen (14) calendar day period shall be paid at two times (2X) the Basic Rate of Pay; whichever is greater.
- (b) Failure to provide at least twelve (12) hours rest between scheduled shifts to Casual Employees who are employed in a regularly scheduled full Time or part time capacity, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than twelve (12) hours rest between scheduled shifts.
- (c) When a Casual Employee is regularly scheduled, she shall not be required to layoff during a regularly scheduled shift to equalize any overtime previously worked.
- 34.10 Casual Employees will be entitled to time off without pay in lieu of Bereavement Leave pursuant to Article 27 of this Collective Agreement.
- 34.11 Casual Employees do not accumulate seniority, however should a Casual Employee become a Regular Employee their previous hours worked shall be converted to days and used to determine a permanent start date and seniority.
- 34.12 A Casual Employee who has initiated a grievance shall have access to review her personnel file upon service of at least one (1) day's notice.
- 34.13 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 19, 23, 28, 30.04, 33, 34, 37 and 38 shall apply to Casual Employees.
- 34.14 Casual Employees shall be permitted one (1) paid rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time, which shall be scheduled by the Employer.

Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.

- 34.15 Casual Employees working in and meeting the full requirements of a position longer than 90 days duration shall be given a letter of offer converting them to a Temporary Employee and covered by Article 35.

ARTICLE 35 - TEMPORARY EMPLOYEES

- 35.01 Provisions for Supplementary Health Benefits, Dental Benefits, Vision Coverage, ShortTerm Disability and Long Term Disability for Temporary Employees, who are hired for a period of greater than twelve (12) months, shall be made under the terms and regulations of the applicable plans in accordance with Article 24.
- 35.02 Temporary Employees shall not have the right to grieve termination of employment upon the expiry of the term for which the Temporary Employee was hired.
- 35.03 Temporary Employees accrue seniority during the term of the temporary position.
- 35.04 A Casual Employee who takes a temporary position shall revert back to their casual status upon completion of the temporary position.
- 35.05 Temporary Employees shall not be able to apply for another temporary position in another department, unless the start date for that position is after completion of the current temporary position.
- 35.06 The temporary contract can be extended beyond the twelve (12) months by mutual agreement between the Union and the Employer. The incumbent Employee will be given the first opportunity to remain in the position during the extended time of the temporary contract. If the incumbent Employee declines the position, the position will then be posted.
- 35.07 Temporary Employees will be eligible for sick leave credits after 3 months in accordance with Article 22.
- 35.08 Vacation pay will be paid on each pay cheque.

ARTICLE 36: TRAINING

- 36.01 When the Employer requires Employees to have education or training, it will be provided at no cost to the Employee.

- 36.02 Employees required by the Employer to attend education or training sessions, or mandatory meetings shall receive wages at the Basic Rate of Pay for all hours in attendance at the session.
- 36.03 (a) Full Time Employees required by the Employer to attend education or training sessions on a scheduled day off shall receive compensation for all hours in attendance in accordance with Article 16 - Hours of Work and Article 17 - Overtime.
- (b) Attendance at any education, training session or mandatory meeting which extends an Employee's hours by greater than 7.75 (7.5 for Health Care Aides) shall be paid in accordance with Article 17 - Overtime.
- 36.04 When an Employee is required to travel outside of Medicine Hat to attend education or training sessions, they shall be compensated for their travel in accordance with the Covenant Health Training Policy.


ARTICLE 37: RETROACTIVITY

- 37.01 An Employee who was employed subsequent to Certification and who voluntarily resigned prior to the date of ratification by both Parties of this Collective Agreement, shall be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment only upon submitting a written application to the Employer, within sixty (60) calendar days following the ratification of this Collective Agreement.

ARTICLE 38: COPIES OF COLLECTIVE AGREEMENT

- 38.01 Within fifteen (15) days of the printing of this Collective Agreement the Employer shall provide the Employee with a copy.
- 38.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 38.03 The costs of printing the Agreement shall be shared equally between the Parties.

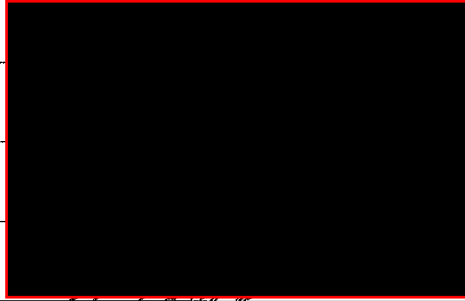
Signed on behalf of Canadian Union of
Public Employees Local 408



A large black rectangular redaction box covers the signature area. To the left of the box, there is a large, stylized handwritten letter 'S'. To the right of the box, there is a smaller handwritten letter 'S'.

11-mar-14
Date

Signed on behalf of Covenant Health St.
Joseph's Home



A large black rectangular redaction box covers the signature area. Above the box, there is a handwritten signature that appears to be 'J. P. ...'.

March 13, 2014
Date

APPENDIX 'A' - SALARIES SCHEDULE

CLASSIFICATION		CURRENT	EFFECTIVE NOVEMBER 22, 2012	EFFECTIVE SEPTEMBER 1, 2013
Licensed Practical Nurse	Step 1	23.72	24.08	24.44
	Step 2	24.75	25.12	25.50
	Step 3	25.73	26.11	26.51
	Step 4	26.74	27.14	27.55
	Step 5	27.74	28.16	28.58
	Step 6	28.71	29.14	29.58
	Step 7	29.87	30.32	30.77
	Step 8	31.06	31.53	32.00

CLASSIFICATION		CURRENT	EFFECTIVE NOVEMBER 22, 2012	EFFECTIVE SEPTEMBER 1, 2013
Maintenance Worker	Step 1	22.60	22.94	23.28
	Step 2	23.50	23.85	24.21
	Step 3	24.44	24.81	25.18
	Step 4	25.42	25.80	26.19
	Step 5	26.44	26.84	27.24

CLASSIFICATION		CURRENT	EFFECTIVE NOVEMBER 22, 2012	EFFECTIVE SEPTEMBER 1, 2013
Unit Clerk	Step 1	15.74	15.98	16.21
	Step 2	17.46	17.72	17.99

CLASSIFICATION		CURRENT	EFFECTIVE NOVEMBER 22, 2012	EFFECTIVE SEPTEMBER 1, 2013
HCA Student	Step 1	10.00	10.15	10.30

CLASSIFICATION		CURRENT	EFFECTIVE NOVEMBER 22, 2012	EFFECTIVE SEPTEMBER 1, 2013
Health Care Aide	Step 1	17.86	18.13	18.40
	Step 2	18.79	19.07	19.36
	Step 3	19.42	19.71	20.01
	Step 4	19.98	20.28	20.58
	Step 5	20.64	20.95	21.26
	Step 6	21.10	21.42	21.74
	Step 7	21.73	22.06	22.39
	Step 8	22.38	22.72	23.06

LUMP SUM PAYMENTS

November 22, 2012 - August 31, 2013 - 1.5% lump sum on all hours paid at the Basic Rate of Pay to be paid on ratification.

September 1, 2013 - August 31, 2014 - 1.5% lump sum on all hours paid at the Basic Rate of Pay to be paid on the first pay cheque after February 28, 2014 and August 31, 2014.

**LETTER OF UNDERSTANDING #1
BETWEEN
ST. JOSEPH'S HOME/CARMEL HOSPICE
(hereinafter referred to as the "Employer")
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
(hereinafter referred to as the "Union")**

RE: SEVERANCE


The parties hereby agree as follows:

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. A Regular Employee who has received layoff notice in accordance with Article 32 and for whom no alternate vacant position is available, and does not have the right to displace an Employee with less seniority, shall have the option to select either of:
 - (a) Layoff with the recall rights as specified under Article 32 of the Collective Agreement; or
 - (b) Severance as offered in accordance with this Letter of Understanding.
3. An Employee shall be eligible for severance calculated as follows:
 - (a) The equivalent of two (2) weeks' regular salary for each full year of continuous service to a maximum of twenty-four (24) weeks.
 - (b) Regular Salary = (regularly scheduled hours of work as at the Basic Rate of Pay as at the date of application for the program) X (Basic Rate of Pay).
 - (c) Continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.
 - (d) Service in excess of eight months shall be considered a full year. Less than eight (8) months will be pro-rated.
 - (e) Severance will be offered as:
 - working notice
 - lump sum
 - contribution to an RRSP of the Employee's choice
 - any combination of the above, as defined by the Employee
 - other provisions as agreed by the Employer and the Employee

4. The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
5. A Regular Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. Regular Employees whose application for severance is approved will terminate their employment and have no right to recall under Article 32 Layoff & Displacement Procedure.
7. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected Layoff in accordance with Article 32 of this Collective Agreement.
8. Employees whose application for severance are approved will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing an equivalent provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.
9. The parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary Leaves of Absence, transfers and voluntary separation programs, including early retirement, job sharing or severance agreements, in order to minimize the impact on Employees.
10. An Employee may be considered for hire by an Employer referred to in point 8 above, provided they repay the Employer from whom severance is received, the difference, if any, between the time they were terminated and the length of time for which severance was paid.
11. An Employer will only consider a severance application from an Employee on sick leave, WCB or LTD where the Employee has provided medical evidence satisfactory to the Employer that they are fit to return to work.
12. The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable on the part of the Employee.

- 13. This Letter of Understanding does not prevent contracting out due to the performance of extra work required by the Employer, provided the performance of the aforementioned work does not reduce the regular hours of work of any Regular Employee.
- 14. This Letter of Understanding shall expire on August 31, 2014.

Signed on behalf of Canadian Union of
Public Employees Local 408

A large black rectangular redaction box covers the signature area. To the left of the box, the letters 'S' and 'C' are handwritten vertically.

11-Mar-14
Date

Signed on behalf of Covenant Health St.
Joseph's Home

A large black rectangular redaction box covers the signature area. Above the box, there is a handwritten signature.

13 - March - 2014
Date

LETTER OF UNDERSTANDING #2

**BETWEEN
ST. JOSEPH'S HOME/CARMEL HOSPICE
(hereinafter referred to as the "Employer")**

**AND
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
(hereinafter referred to as the "Union")**

RE: FLEXIBLE SPENDING ACCOUNT (FSA)

1. A Flexible Spending Account (FSA) shall be implemented for all Employees eligible for benefits pursuant to Article 24, on January 1st of each calendar year.
 - (a) Each calendar year, a sum of five hundred dollars (\$500) per each benefit eligible Regular Full Time Employee, as at December 1st of each calendar year, shall be allocated by the Employer to a FSA for each eligible Employee.
 - (b) The FSA shall be provided to benefit eligible Regular Part Time Employees as follows:
 - (i) a flat rate of one hundred fifty dollars (\$150.00) per year; and
 - (ii) an additional three hundred and fifty dollars (\$350.00) on a pro-rated basis, based on their Full Time equivalency (FTE) as at December 1st of each calendar year.
 - (c) Temporary Employees who receive benefits are not eligible for FSA.
 - (d) 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.
 - (e) The FSA may be utilized 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 Article.
 - (f) 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.
 - (g) 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 Flexible Health Benefit Spending Account.

- (h) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their Full Time equivalencies (FTEs).

2. 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 24.01(a) and (b) 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 such as fitness centre membership and fitness equipment.
- (f) Family care including day care and elder care.

3. 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.

4. Implementation

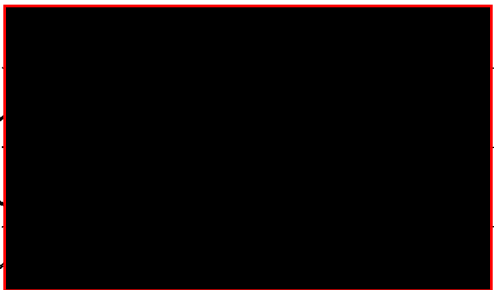
(a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.

(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.

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

Signed on behalf of Canadian Union of
Public Employees Local 408



11-Mar-14
Date

Signed on behalf of Covenant Health St.
Joseph's Home



Date

LETTER OF UNDERSTANDING #3

**BETWEEN
ST. JOSEPH'S HOME/CARMEL HOSPICE
(hereinafter referred to as the "Employer")
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
(hereinafter referred to as the "Union")**

RE: JOINT ALTERNATE DISPUTES RESOLUTION PROCESS

Whereas the Parties agree it is in their best interest to have disputes resolved expediently, and

Whereas the Parties agree it is in their best interest to have the disputes resolved in an economical manner, and

Whereas the Parties agree, where possible, the Parties benefit from face-to-face dialogue with a full vetting of the issues,

Therefore the Parties agree, for a period from the date of ratification of this Collective Agreement until the last day of the term of this Agreement they will trial a Joint Alternate Dispute Resolution Process (JADRP) mechanism.

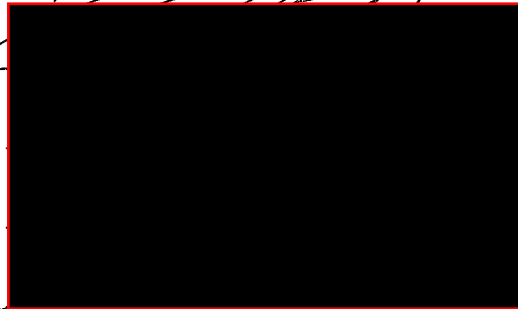
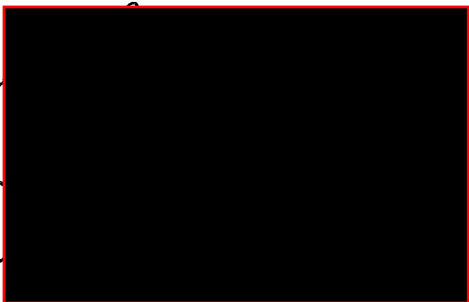
The basis of the JADRP process is as follows:

- (a) Prior to a matter being referred to arbitration, the Parties may agree to refer the matter to a JADRP. Reference of a matter to a JADRP is voluntary and must be agreed to by both Parties.
- (b) The purpose of the JADRP is to have an open, non-binding discussion in an attempt to reach a resolution.
- (c) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a settlement.
- (d) Any and all information or documents shared during, or in preparation to the JADRP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.
- (e) Both Parties shall put forward three (3) names of individuals from their organization(s) who agree to hear disputes. Each JADRP will be heard jointly by one (1) person from the Union and one (1) person from the Employer(s).

- (f) The JADRP will make recommendations to resolve the issue. Recommendations can take any form the Parties feel are appropriate. Recommendations are non-binding on the Parties and are considered privileged and may not be used for any other purpose.

Signed on behalf of Canadian Union of
Public Employees Local 408

Signed on behalf of Covenant Health St.
Joseph's Home



11-mar-14.
Date

March 13/14
Date

LETTER OF UNDERSTANDING #4


BETWEEN
ST. JOSEPH'S HOME/CARMEL HOSPICE
(hereinafter referred to as the "Employer")
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408
(hereinafter referred to as the "Union")

RE: LABOUR MANAGEMENT COMMITTEE

The parties agree to the following:

The Committee will consist of two (2) members elected by the Union members and two (2) members for the Employer.

Signed on behalf of Canadian Union of
Public Employees Local 408



11-Mar-14.
Date

Signed on behalf of Covenant Health St.
Joseph's Home



March 13/14
Date