

# COLLECTIVE AGREEMENT

BETWEEN

**CUPE** / *Canadian Union  
of Public Employees*

**LOCAL 408**

- AND -

**COVENANT HEALTH  
St. Joseph's Home/Carmel Hospice**

**APRIL 1, 2021 – MARCH 31, 2024**



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## TABLE OF CONTENTS

<u>PREAMBLE</u> .....	3
<u>ARTICLE 1: TERM OF COLLECTIVE AGREEMENT</u> .....	3
<u>ARTICLE 2: DEFINITIONS</u> .....	3
<u>ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT</u> .....	5
<u>ARTICLE 4: UNION RECOGNITION</u> .....	5
<u>ARTICLE 5: UNION MEMBERSHIP, SECURITY &amp; CHECKOFF</u> .....	5
<u>ARTICLE 6: MANAGEMENT RIGHTS</u> .....	6
<u>ARTICLE 7: RESPECT IN THE WORKPLACE</u> .....	6
<u>ARTICLE 8: OCCUPATIONAL HEALTH &amp; SAFETY</u> .....	7
<u>ARTICLE 9: JOB CLASSIFICATION DESCRIPTIONS &amp; REVIEW PROCEDURE</u> .....	8
<u>ARTICLE 10: BULLETIN BOARDS</u> .....	10
<u>ARTICLE 11: SHOP STEWARDS</u> .....	10
<u>ARTICLE 12: GRIEVANCE PROCEDURE</u> .....	10
<u>ARTICLE 13: PROBATION PERIOD AND PERFORMANCE APPRAISALS</u> .....	13
<u>ARTICLE 14: SALARIES</u> .....	14
<u>ARTICLE 15: PAY DAYS</u> .....	16
<u>ARTICLE 16: HOURS OF WORK</u> .....	16
<u>ARTICLE 17: OVERTIME</u> .....	20
<u>ARTICLE 18: CALL-BACK AND ON CALL</u> .....	21
<u>ARTICLE 19: SHIFT &amp; WEEKEND PREMIUM</u> .....	22
<u>ARTICLE 20: ANNUAL VACATION</u> .....	23
<u>ARTICLE 21: NAMED HOLIDAYS</u> .....	26
<u>ARTICLE 22: SICK LEAVE</u> .....	28
<u>ARTICLE 23: WORKERS' COMPENSATION</u> .....	30
<u>ARTICLE 24: HEALTH BENEFITS</u> .....	31
<u>ARTICLE 25: PENSION PLAN</u> .....	33
<u>ARTICLE 26: LEAVES OF ABSENCE</u> .....	33
<u>ARTICLE 27: BEREAVEMENT</u> .....	38
<u>ARTICLE 28: UNIFORMS</u> .....	38
<u>ARTICLE 29: APPOINTMENTS, PROMOTIONS, TRANSFERS &amp; VACANCIES</u> .....	39

<u>ARTICLE 30: DISCIPLINE, DISMISSAL &amp; RESIGNATION</u> .....	41
<u>ARTICLE 31: SENIORITY</u> .....	42
<u>ARTICLE 32: LAYOFF &amp; RECALL PROCEDURE</u> .....	42
<u>ARTICLE 33: PYRAMIDING</u> .....	48
<u>ARTICLE 34: CASUAL EMPLOYEES</u> .....	48
<u>ARTICLE 35 - TEMPORARY EMPLOYEES</u> .....	50
<u>ARTICLE 36: TRAINING</u> .....	51
<u>ARTICLE 37: RETROACTIVITY</u> .....	51
<u>ARTICLE 38: COPIES OF COLLECTIVE AGREEMENT</u> .....	52
<u>ARTICLE 39: PROFESSIONAL DEVELOPMENT</u> .....	52
<u>ARTICLE 40: LABOUR MANAGEMENT COMMITTEE</u> .....	52
<u>APPENDIX 'A' - SALARIES SCHEDULE</u> .....	54
<u>LETTER OF UNDERSTANDING #1 SEVERANCE</u> .....	57
<u>LETTER OF UNDERSTANDING #2 FLEXIBLE SPENDING ACCOUNT (FSA)</u> .....	60
<u>LETTER OF UNDERSTANDING #3 DISPUTE RESOLUTION PROCESS</u> .....	63
<u>LETTER OF UNDERSTANDING #4 COVID LUMP SUM PAYMENT</u> .....	65
<u>LETTER OF UNDERSTANDING #5 PRECEPTORS</u> .....	66
<u>LETTER OF UNDERSTANDING #6 MUTUAL AGREEMENT TO ADJUST FTEs</u> .....	67
<u>LETTER OF UNDERSTANDING #7 EMP INSURANCE PREMIUM REDUCTIONS</u> ....	69

## **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 interests 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 April 1, 2021 until March 31, 2024 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party 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 or until a strike or lockout commences.

## **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.
  - (iii) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time Employees.
- (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 two (2) years; 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.

Casual Employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 36 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to Casual Employees.

2.03 "Vacation" means annual vacation with pay.

2.04 "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.

2.05 "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.

2.06 Where indicated by context or intent of this Collective Agreement the singular shall be deemed to include the plural, and vice versa.

- 2.07 "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.
- 2.08 "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.
- 2.09 "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 CUPE Local 408 as the sole bargaining agent for the Employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board #149-2012 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, or such work which is included in the description of their 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 & CHECKOFF**

- 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 Employer payroll system. 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, address, phone number 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: RESPECT IN THE WORKPLACE**

7.01 The Employer, Union and Employees are committed to supporting an abuse and harassment free work environment that promotes a culture of trust, dignity and respect.

7.02 The Parties agree there shall be no discrimination, harassment, coercion or interference exercised or practiced by either party or Employees, in respect of an Employee by reason of race, religious beliefs, color, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation of that Employee, nor in respect of an Employee's membership in the Union or activities of the Union and political affiliation, nor in respect of any legislation in Alberta or Canada.

- 7.03 The foregoing shall not apply with respect to the refusal, limitation, specification, or preference based upon a bona fide occupational requirement.
- 7.04 For the purpose of this Agreement, harassment is defined as set out in the *Alberta Human Rights* and *Alberta Occupational Health and Safety Acts*. Harassment includes but is not limited to sexual harassment and workplace violence.

## **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 two (2) members, one (1) from Maintenance and one (1) for Auxiliary Nursing 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 *Alberta 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, upon request.

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:

(a) 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.

(b) 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 thirty (30) 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 the Employee's 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 the Employee's 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.

10.02 Bulletin board space may include electronic bulletin boards.

## **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 their 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 they will not leave their work during working hours except to perform the Employee's duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave the Employee's work without obtaining the permission of their 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/Unit Manager (Initial Discussion)

- (a) An Employee who believes that they have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the Employee's immediate Supervisor/Unit Manager within ten (10) days of the date the Employee(s) 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/Unit Manager shall advise the Employee of their 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/Unit 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 the Employee has been dismissed or suspended without just cause, the Employee may commence their grievance at Step II. The grievance shall be filed within ten (10) days of the occurrence.

### STEP II: Submission of Grievance

If the grievance is not resolved under Step I above, the grievance shall, within ten (10) days of the decision of the immediate Supervisor/Unit Manager, be forwarded in writing by the Union, to Human Resources, specifying the nature of the grievance and the redress sought. Human Resources shall forward the grievance to the appropriate Manager or designate who will render a decision in writing to the Union within twenty (20) working days of the receipt of the grievance by Human Resources.

### STEP III: Joint Alternate Dispute Resolution Process

Prior to the matter being referred to arbitration, the parties may agree to refer the matter to the Joint Alternate Dispute Resolution Process as outlined in Letter of Understanding # 3.

### STEP IV: Arbitration

If the grievance is not settled under Step II or Step III above, the Union shall, within twenty (20) days of receiving the decision, notify Human Resources 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 AND PERFORMANCE APPRAISALS**

13.01 A newly hired Employee shall serve a probation period. If such Employee is determined by the Employer to be unsatisfactory, the Employee 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 the Employee may be required to complete a new probation period commencing on the date of transfer. The Employee will not have to restart any applicable waiting period for benefits, including, but not limited to accrued sick time and vacation entitlement.

13.03 An Employee will be kept advised in writing of:

- (a) the Employee's progress during the probation period.
- (b) of successful completion of the probation period.

13.04 (a) The probation period for a Regular Employee consists of five hundred and three point seven five (503.75) hours worked, exclusive of orientation and training, for each period of continuous employment not interrupted by termination or dismissal or six months whichever is less.

(b) Casual and temporary employees will serve a probation period of five hundred and three point seven five (503.75) hours worked, exclusive of orientation and training.

(c) The probation period may be extended once by an additional five hundred and three point seven five (503.75) hours or less or four (4) months whichever is less for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer and the Union.

## Performance Appraisals

- 13.05 (a) The Employer shall strive to provide each Employee with a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.

## **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 (a) 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.
- (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 Leaves of Absence, including Sick Leave, but excluding Union Leave and Education Leave as outlined in Article 26, in excess of thirty (30) consecutive calendar days in the year.
- (ii) A Regular Part-time Employee who has had a change in status to a Regular Full-time Employee shall have the Employee's anniversary date established based on hours worked with the Employer at the increment level such Employee was entitled to receive immediately prior to the Employee's 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 LPNs
- (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 the Employee's present classification, such Employee shall move to the Pay Step which has a rate which is equal to the Employee's present Basic Rate of Pay, or if there is no such Pay Step, the Employee shall move to the Pay Step that has a Basic Rate of Pay that is next higher to the Employee's 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 the Employee's present classification, and the Employee has not yet achieved "Pay Step 2" in the Employee's present pay range, the Employee shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" as soon as the Employee completes one thousand nine hundred and fifty (1950) hours worked (inclusive of those hours worked in the Employee's former classification); however, if "Pay Step 1" of the higher pay range is less than "Pay Step 1" in the Employee's present pay range, the Employee shall be advanced to the next Pay Step that provides the Employee with an increase in their 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 the Employee's present classification, and the Employee has achieved "Pay Step 2" or greater in the pay range for the Employee's present classification, the Employee 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, the Employee shall be advanced to the next Pay Step that provides the Employee with an increase in their Basic Rate of Pay.
- (d) When a Regular Employee achieves a position in a classification with an end rate that is less than the Employee's present classification, the Employee shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in the Employee's 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.

15.02 When an error occurs on an Employee's bi-weekly pay through an Employer error, upon Employee request, the Employer will electronically deposit a corrected amount within seven (7) business days of HR Shared Services – Payroll receiving the accurately completed time correction form.

## **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 workdays 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 two times (2 x) the Basic Rate of Pay for all hours worked on the first shift of the changed schedule, except when application of this Article is waived by mutual agreement between the Employee and the Employer.
- (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 two times (2X) the Basic Rate of Pay for all hours in the first shift worked that infringe the eight (8) weeks' notice, except when application of this Article is waived by mutual agreement between the Employee and the Employer.

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 affected 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 the Employee's 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, Social Workers 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 their 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) paid 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) Up to seven and one-half ( $7\frac{1}{2}$ ) work hours per day; and
    - 2) Less than 23 shifts in a 5-week period, when working exclusively seven and one-half ( $7\frac{1}{2}$ ) hour long shifts
  - (iii) In the case of Unit Clerks, Social Workers, 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 their 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) paid 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, using a method specified by the Employer, 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, after the requirements of 29.02(a)(iii) have been met.
- (e) The Basic Rate of Pay will prevail for additional hours of work assigned to a regular part-time Employee beyond the Employee's scheduled hours provided:
  - (i) The Employee accepts the assignment;
  - (ii) The hours worked do not exceed seven and three quarter ( $7\frac{3}{4}$ ) hours per day); (for LPN, UC, Social Workers, and Maintenance Workers)
  - (iii) The hours worked do not exceed seven and one half ( $7\frac{1}{2}$ ) hours per day; (for HCA's)
  - (iv) The hours worked do not exceed seventy-seven and one-half ( $77\frac{1}{2}$ ) hours in a fourteen (14) calendar day pay period (for LPN's, UC, Social Workers and Maintenance Workers);
  - (v) The hours worked do not exceed seventy-five (75) hours in a fourteen (14) calendar day pay period (for HCA's);
  - (vi) 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 the Employee's 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.

- 16.08 (a) By February 1<sup>st</sup> of each year should the majority of HCAs or LPNs submit a request to work on one of the following shift patterns it may be implemented within eight (8) weeks. Shift patterns may include:
- (i) Days only;
  - (ii) Evening only (only by Employee request);
  - (iii) Nights only (only by Employee request);
  - (iv) Evening and days (rotation);

- (v) Nights and evenings (rotation), (only by Employee request);
  - (vi) Nights and days (rotation)
  - (vii) Days, evenings, nights (rotation), however the Employer shall endeavour to minimize application of such rotation.
- (b) The Employer shall endeavour to meet all requests as operational and budget requirements allow. Once a schedule has been agreed to it will not be altered unless it is operationally necessary.
  - (c) All Employees will be required to submit a first, second and third rotation choice and all shift patterns will be assigned based on seniority.
  - (d) The Union shall be notified of any changes of rotation made in accordance with Article 16.08.
- 16.09 (a) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.
- (b) Employees recalled to duty during their meals periods or rest periods or who are unable to take their meal period or rest period, shall be given a full meal period or rest period later in their shift. If that is not possible, the Employee shall be paid for the missed meal or rest period at two times (2X) their Basic Rate of Pay.
- 16.10 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, or designate, 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 regular hours of work as set out in 16.05 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 Overtime may be accumulated and taken in time-off at a mutually acceptable time at the applicable premium rate. Such accumulation shall not exceed thirty-eight and three quarter (38  $\frac{3}{4}$ ) hours of calculated overtime. Where time off in

lieu of overtime pay is granted, the overtime worked shall be paid at the time it is worked at one (1x) time the basic rate of pay and the equivalent time shall be banked at one (1) hour for each hour worked. Time off not taken by the last pay period in March in any given year shall be paid out.

- 17.05 Overtime shall be shared as equally as possible amongst Employees who perform the work involved in the following manner:
- (a) Employee on the job, which refers to an Employee who is working and on site at the time the overtime hours are being offered.
  - (b) Permanent Full Time on rotational seniority
  - (c) Permanent Part Time on rotational seniority
  - (d) Casual on rotation.
- 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 LPN, Unit Clerk, Social Worker, 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 pay period shall be paid at the rate of two times (2x) the Basic Rate of Pay.
- (c) Part-time Employees in the HCA Classification required to work by the Employer in excess of seventy-five (75) hours in a fourteen (14) calendar day pay period 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 their place of residence by means of public transportation following the completion of their shift but is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Site to their place of residence.
- 17.08 In the event an Employee's shift is extended by up to four (4) hours or more, the Employee shall be provided with the following:
- (a) During the hours the kitchen is open, access to a meal and snacks during the second (2<sup>nd</sup>) shift at no cost; or
  - (b) With the presentation of a receipt, reimbursement for purchased food of up to fifteen dollars (\$15.00).

## **ARTICLE 18: CALL BACK AND ON CALL**

### **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 their 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.

#### 18.03 On Call

- (a) On-Call duty shall mean any period during which a Regular or Temporary employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- (b) For each assigned hour of authorized On-Call duty, a Regular or Temporary Employee shall be paid:
  - (i) On regularly scheduled days of work, the sum of three dollars (\$3.00) per hour; and
  - (ii) On scheduled days off and Named Holidays, the sum of four dollars and twenty-five cents (\$4.25) per hour.
- (c) A Named Holiday or scheduled day off shall run from zero one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.
- (d) When an Employee is supplied a communication device by the Employer for the purpose of On-Call duty, there shall be no cost to the Employee for the use of the communication device.

### **ARTICLE 19: SHIFT & WEEKEND PREMIUM**

19.01 A weekend premium of three dollars and twenty-five cents (\$3.25) 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 five dollars (\$5.00) 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.

## **ARTICLE 20: ANNUAL VACATION**

- 20.01 (a) Employees shall submit vacation requests to the Employer by March 15<sup>th</sup> of each year. An Employee shall submit their vacation preference for at least 75% of their annual vacation entitlement on the next vacation schedule planner. Where an Employee submits their vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30<sup>th</sup> of that year.
- (b) Where an Employee submits their request in writing for vacation by March 15<sup>th</sup>, and insofar as the efficient operation of a department will permit, vacation dates shall be allocated based on seniority within each classification.
- (c) A Regular Employee shall be allowed to exercise their 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 1<sup>st</sup> to August 31<sup>st</sup> inclusive.
- (d) Where an Employee submits a request in writing for vacation after March 15<sup>th</sup>, the request shall be dealt with on a first come, first serve basis and Employees will be notified in writing of approval or denial as expeditiously as possible. Last minute vacation requests will not be unreasonably denied.
- 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 their 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 their 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 31<sup>st</sup> of each year, without approval for vacation carry-over as above.

20.05 An Employee who terminates employment shall:

- (a) 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 (1<sup>st</sup>) year of such employment an Employee earns a vacation of fifteen (15) working days;
- (ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of such employment an Employee earns a vacation of twenty (20) working days;
- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of such employment an Employee earns a vacation of twenty-five (25) working days;
- (iv) during the twentieth (20<sup>th</sup>) 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 (1<sup>st</sup>) regularly scheduled workday away on vacation leave and ends on the first (1<sup>st</sup>) regularly scheduled workday back from vacation leave. A regular part-time Employee shall receive vacation pay in accordance with Article 20.06:

- (i) during the first (1<sup>st</sup>) year of such employment an Employee earns a vacation of three (3) weeks;
- (ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of such employment an Employee earns a vacation of four (4) weeks;
- (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) 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 (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of continuous employment; or
  - (iii) Ten percent (10%) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of continuous employment; or
  - (iv) Twelve percent (12%) during the twentieth (20<sup>th</sup>) 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.
- (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 the Employee's vacation time entitlement which exceeds twenty-one (21) calendar days and will be paid out as per Article 21.04 (b). 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 the Employee was admitted to a hospital as an "in-patient" during the course of the Employee's vacation, they 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 (7 <sup>3</sup>/<sub>4</sub>) hours will be recognized for the purposes of determining vacation pay.

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

20.12 Employees shall be entitled to use vacation time in one-half (1/2) day increments. Where operationally feasible, Employees may be permitted to take vacation time in one (1) hour increments and such requests shall not be unreasonably denied.

## **ARTICLE 21: NAMED HOLIDAYS**

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

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

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 the Employee:

- (a) Works their 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 (1½ x) 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 Subject to Article 21.04 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) A part-time Employee who works on a Named Holiday shall be paid at the rate of one and one-half times ( $1\frac{1}{2}x$ ) their Basic Rate of Pay for all hours worked up to seven and three quarter ( $7\frac{3}{4}$ ) hours, for LPNs, Unit Clerks, Social Workers and Maintenance Workers, and for all hours worked up to seven and a half ( $7\frac{1}{2}$ ) for HCAs, after which they shall cease their entitlement to compensation under this clause and become entitled to Overtime Compensation under Article 17.
- (b) Part-time Employees shall be paid five percent (5%) 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 Statutory Holiday shall not be deducted sick leave on the Statutory Holiday but shall be paid at

their Basic Rate of Pay for having taken and received their Statutory 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.

21.11 Employees shall be given either Christmas Day or New Year's Day off, unless otherwise requested by the Employee.

- (a) An Employee granted Christmas Day off shall have two (2) consecutive days where the Employee will not be obliged to work; or
- (b) An Employee granted New Year's Day off shall have two (2) consecutive days where the Employee will not be obliged to work.
- (c) The Employer will put out a call for requests by September 1 of each year.
- (d) Employee's must have their request in by September 30 of each year.
- (e) Employee's will not normally be given the same named holiday off in the next calendar year unless operational requirements permit.

21.12 Employees who work on the August Civic Holiday and/or Christmas Day shall be paid for all regularly scheduled hours worked at two times (2x) the Basic Rate of Pay plus any entitlement under Article 21.04 or 21.08 that applies.

## **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 their probation period, they 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 their 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 the Employee's Basic Rate of Pay, and the number of days thus paid shall be deducted from the Employee's 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 the Employee's 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 neither be charged against the Employee's sick credit accumulation; nor shall they suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day inclusive of travel time. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. 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 the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.

22.08 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on 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 the Employee 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 their former classification shall be reinstated by the Employer in the same classification which the Employee held immediately prior to their absence;
- (b) is not capable of performing the duties of their 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 the Employee in an available position that the Employee 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 their 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 the Employee's accumulated sick leave credits.

22.12 Sick Time on Named Holiday

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

23.02 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Alberta Workers' Compensation Act*, shall continue to receive full net salary provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident.

A deduction of 1/10<sup>th</sup> of the day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that 1/10<sup>th</sup> of a day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 22.

- 23.03 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.
- 23.04 Article 23.03 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 *Alberta Workers' Compensation Act*.
- 23.05 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.
- 23.06 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.
- 23.07 Providing the Employee pays their share, the Employer shall continue their portion of the health care benefit cost-share during the period of receipt of benefits from WCB.
- 23.08 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 – two hundred fifty dollars (\$250) 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-six and two thirds (66 2/3%) of basic weekly earnings at the Basic Rate of Pay to the established maximum following a seven (7) 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 seven (7) day elimination period, the Short-Term Disability shall commence on the eighth (8<sup>th</sup>) 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 (66 2/3%) of basic monthly earnings at the Basic Rate of Pay to the established maximum following a one hundred and twenty (120) working day elimination period).
- (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 the Employee 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, the Employee 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**

- 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 (a) General Policies Covering Leaves of Absence

Except as described below, Employees are eligible for any leaves as set out in the *Alberta Employment Standards Code*. Employees are eligible for these leaves after ninety (90) days of employment. These Leaves of Absence are without pay and benefits. The Employer may require proof of eligibility for the leaves.

#### (b) 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 their employment unless the Employee has provided a valid reason in the opinion of the Employer.

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

26.04 (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 26.04(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, Short-Term-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 the Employee's portion of the premiums will result in the Employer discontinuing benefits for that Employee during the leave.

#### 26.05 Union Business

(a) 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.

(b) 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.

(c) 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.

(d) 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.

#### 26.06 Leave for Public Office

- (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 for a maximum of four (4) years. Request for renewal of this leave for an additional term shall not be unreasonably denied.

#### 26.07 Maternity Leave

- (a) An Employee who has completed ninety (90) days of employment shall, upon their written request, providing at least fourteen (14) days' notice, be granted Maternity Leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery provided that they commence Maternity Leave no later than the date of the delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave., EI SUB Plan benefits, STD or LTD. Maternity Leave shall not exceed sixteen (16) consecutive weeks.
- (b) A pregnant Employee whose continued employment in their position may be hazardous to themselves or to their unborn child, in the written opinion of their physician or a registered midwife, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the Employee may request Maternity Leave as provided by Article 26.07(a) if the Employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in the need for an absence from work longer than eighteen (18) months, the Employee may request further leave without pay as provided by Article 26.01.
- (c) A pregnant Employee whose pregnancy ends other than a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to Maternity Leave. Such Maternity Leave will end sixteen (16) weeks after the commencement of the leave.

#### 26.08 Parental Leave

- (a) Upon their written request, providing at least fourteen (14) days advance notice, an Employee shall be granted parental leave without pay and benefits. Such leave shall be taken as follows:

- (i) For an Employee entitled to maternity Leave, other than an Employee described in 26.07(c), immediately following the last day of Maternity Leave, a period not exceeding sixty-two (62) weeks; or
  - (ii) In the case of a parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child's birth; or
  - (iii) In the case of an adoptive parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (b) In the case of an Employee entitled to Parental Leave under 26.08(a) (iii), such leave shall be granted provided that they make a written request for such leave at the time the application for adoption is approved and keep the Employer advised of the status of such application. Where the Employee is unable to comply with the notice requirements as set out in 26.08(a), the Employee shall provide at least one (1) days' notice that such leave is to commence.
- (c) An Employee absent on Parental Leave shall endeavor to provide the Employer with twelve (12) weeks' written advance notice of their readiness to return to work but in any event shall provide four (4) weeks' written notice, following which the Employer will reinstate them in the same position held by them immediately prior to taking such leave and at the same step in the salary scale or provide them with equivalent work at not less than the same step in the salary scale and other benefit that accrued to them up to the date they commenced the leave.
- (d) An Employee may be given one (1) day with pay to attend to the birth of the Employee's child. Further time off may be granted and will be taken from applicable vacations banks.

## 26.09 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 the Employee's 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.

#### 26.10 Compassionate Care Leave

- (a) An Employee with a qualified relative in the end stages of life shall be entitled to leave of absence of up to twenty-seven (27) weeks, without pay and benefits. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for Compassionate Care Leave under *Alberta Employment Standards Code*.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Compassionate Care Leave.

#### 26.11 Education Leave

- (a) An Employee who is granted a leave of absence to pursue education relative to their position with St. Joseph's, subject to the conditions provided in Article 26.01, shall be deemed to remain in the continuous service of the Employer for the first twenty (20) months of such period of leave.
- (b) During an Employee's education leave, the Employee(s) may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee(s) is on leave.

#### 26.12 Personal Leave

- (a) Benefit eligible Regular Employees shall be entitled to Personal Leave days each year from April 1 through March 31. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities including, but not limited to, attending appointments with family members. Requests for personal leave shall not be unreasonably denied.
- (b) The number of Personal Leave days are determined by the FTE as of April 1 of each year.
  - (i) Full time and Part-time Employees greater than 0.70 FTE shall be entitled to three (3) days of either 7.5 or 7.75 hours each.
  - (ii) Part time Employees between 0.50 and 0.70 FTE shall be entitled to two (2) days of 7.5 or 7.75 hours each.
  - (iii) Part time Employees in a position of less than 0.50 FTE shall be entitled to one (1) day of 7.5 or 7.75 hours each.
  - (iv) Following ninety (90) days of employment, if an individual's entitlement to paid personal leave days falls short of the statutory entitlement under the *Alberta Employment Standards Code*, the Employee shall have access to unpaid Personal and Family Responsibility Leave until such time as their entitlement meets the statutory minimum of five (5) days.

- (c) Personal Leave days are granted per incident as a full day.
- (d) Any Personal Leave days not used by March 31 of each year shall not be carried over or paid out on March 31 or upon termination of employment.
- (e) New Employees hired after January 1 of each year shall not receive Personal Leave days until the following April.

**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	Child
Brother-in-Law	Parent
Sister-in-Law	Brother
Grandchild	Sister
Step Parents	Legal Guardian
Son-in-Law	
Daughter-in-Law	
Mother-in-Law	
Father-in-Law	
Step Children	

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.

27.05 Up to three (3) unpaid days per year are permitted for relatives not specified in Article 27.01 or 27.04, where the entitlement falls short of the requirements of the *Alberta Employment Standards Code*.

**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.
- (iii) Relief position on a day to day basis shall be filled by casuals on a rotational basis, then Permanent Part Time on a rotational basis as per Article 16.06(d) if it will be overtime, then the positions will be filled as per Article 17.05.
- (iv) If it is an Emergency to fill the shift i.e., less than four (4) hours, the Employer has the right to give it to the first available Employee. Anything over four (4) hours must go on rotation.

(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 by the Employer. The Employer will 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 the Employee's 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, 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 the Employee's position.
- 30.03 Upon providing at least three (3) working days' notice, an Employee shall have the right to view their personnel file once each year, or when the Employee has filed a grievance. An Employee may be given one copy of the contents of their 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 the Employee's desire to terminate their 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 eighteen (18) 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 the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period.

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 "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.

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 posted and 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 (a) 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:
- (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 the Employee's 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 the Employee’s 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 the Employee’s recall rights.
- 32.14 (a) 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:
- (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 (1½ x) their Basic Rate of Pay for all hours worked on the Named Holiday.

34.03 Casual Employees shall be paid five percent (5%) 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, the Employee(s) 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 their 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 the Employee's next shift.

(b) A Casual Employee who normally travels from the Site to their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Site to their 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, the Employee 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 their personnel file upon service of at least three (3) days' notice.

34.13 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 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.

34.16 Provided that there are available shifts that have been offered, a Casual Employee who has not worked any hours within a three (3) month period without making prior arrangement that would allow for a period of inactivity, will be deemed to have voluntarily terminated their services with the Employer.

## **ARTICLE 35: TEMPORARY EMPLOYEES**

35.01 Provisions for Supplementary Health Benefits, Dental Benefits, Vision Coverage, Short-Term-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.

### **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 HCA) 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 Travel Policy.

### **ARTICLE 37: RETROACTIVITY**

- 37.01 An Employee who was employed subsequent to Certification and whose employment has terminated prior to the date of ratification by both Parties of this Collective Agreement, shall be eligible to receive retroactively any increase in salary which the Employee 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.

37.02 The Employer will notify the Union when monetary items that are conditional on external factors are settled and/or ratified. This notification will trigger the provisions of Article 37.01

#### **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.

#### **ARTICLE 39: PROFESSIONAL DEVELOPMENT**

39.01 Regular and Temporary LPNs and Social Workers may be entitled to professional development days each year from April 1 through March 31. Employees shall request such days as far in advance as possible. The professional development days are to be used for education related to applicable clinical skills.

39.02 All professional development days will be paid at the Basic Rate of Pay.

39.03 (a) Employees who are 0.7 FTE or greater are entitled to three (3) days annually; and

(b) Employees who are less than 0.7 FTE are entitled to two (2) days annually.

39.04 Professional Development Days not used by March 31 of each year shall not be carried over or paid out on March 31 or upon termination of employment.

#### **ARTICLE 40: LABOUR MANAGEMENT COMMITTEE**

40.01 The Parties agree to establish a Labour Management Committee (LMC). The function of the LMC is to consider matters of mutual concern affecting the relationship of the Employer to its Employees and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and the Union.

The LMC will establish the Terms of Reference (TOR) for the Committee within sixty (60) calendar days of the ratification of the Collective Agreement. The TOR shall address, among others:

- Frequency of meetings
- Number of attendees/representatives from the Union,

- Number of attendees/representatives from the Employer,
- Agenda setting, and
- Chair responsibilities

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

Signed on behalf of Canadian Union of Public  
Employees Local 408

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

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Date

Date

# APPENDIX 'A' - SALARIES SCHEDULE

## Health Care Aide

	Hourly wage as of April 1, 2021	Effective October 1, 2021 1%	Effective September 1, 2022 1.25%	Effective April 1, 2023 2%
Step 1	19.92	20.12	20.37	20.78
Step 2	20.95	21.16	21.42	21.85
Step 3	21.65	21.87	22.14	22.58
Step 4	22.29	22.51	22.79	23.25
Step 5	23.02	23.25	23.54	24.01
Step 6	23.52	23.76	24.06	24.54
Step 7	24.22	24.46	24.77	25.27
Step 8	24.95	25.20	25.52	26.03

## Licensed Practical Nurse

	Hourly wage as of April 1, 2021	Effective October 1, 2021 1%	Effective September 1, 2022 1.25%	Effective April 1, 2023 2%
Step 1	26.45	26.71	27.04	27.58
Step 2	27.60	27.88	28.23	28.79
Step 3	28.70	28.99	29.35	29.94
Step 4	29.82	30.12	30.50	31.11
Step 5	30.94	31.25	31.64	32.27
Step 6	32.01	32.33	32.73	33.38
Step 7	33.31	33.64	34.06	34.74
Step 8	34.63	34.98	35.42	36.13

## Unit Clerk

	Hourly wage as of April 1, 2021	Effective October 1, 2021 1%	Effective September 1, 2022 1.25%	Effective April 1, 2023 2%
Step 1	25.24	25.49	25.81	26.33
Step 2	26.25	26.51	26.84	27.38
Step 3	27.29	27.56	27.90	28.46
Step 4	28.38	28.66	29.02	29.60
Step 5	29.50	29.80	30.17	30.77
Step 6	30.68	30.99	31.38	32.01

## Maintenance Worker I

	Hourly wage as of April 1, 2021	Effective October 1, 2021 1%	Effective September 1, 2022 1.25%	Effective April 1, 2023 2%
Step 1	23.10	23.33	23.62	24.09
Step 2	25.14	25.39	25.71	26.22

## Maintenance Worker II

	Hourly wage as of April 1, 2021	Effective October 1, 2021 1%	Effective September 1, 2022 1.25%	Effective April 1, 2023 2%
Step 1	26.14	26.40	26.73	27.26
Step 2	28.53	28.82	29.18	29.76

## Maintenance Worker III

	Hourly wage as of April 1, 2021	Effective October 1, 2021 1%	Effective September 1, 2022 1.25%	Effective April 1, 2023 2%
Step 1	30.23	30.53	30.91	31.53
Step 2	32.95	33.28	33.70	34.37



## Social Worker I

	Hourly wage as of April 1, 2021	Effective October 1, 2021 1%	Effective September 1, 2022 1.25%	Effective April 1, 2023 2%
Step 1	31.41	31.72	32.12	32.76
Step 2	32.51	32.84	33.25	33.92
Step 3	33.76	34.10	34.53	35.22
Step 4	34.97	35.32	35.76	36.48
Step 5	36.26	36.62	37.08	37.82
Step 6	37.58	37.96	38.43	39.20
Step 7	38.97	39.36	39.85	40.65
Step 8	40.27	40.67	41.18	42.00
Step 9	41.70	42.12	42.65	43.50

**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**

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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 the Employee 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 of 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.

Signed on behalf of Canadian Union of Public Employees Local 408

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

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Date

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)**

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1. A Flexible Spending Account (FSA) shall be implemented for all employees eligible for benefits pursuant to Article 24, on January 1<sup>st</sup> of each calendar year.
  - (a) For each calendar year, a sum of eleven hundred (\$1,100.00) per each benefit eligible Regular Full-time Employee, as at December 1<sup>st</sup> 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 two hundred fifty dollars (\$250.00) per year;
    - ii) An additional eight hundred fifty dollars (\$850.00) on a pro-rated basis, based on their full-time equivalency (FTE) as at December 1<sup>st</sup> 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 center membership and fitness equipment.
- (f) Family care including day care and elder care.

3. Allocation

- (a) In December 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 the Employee's 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

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

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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 Dispute Resolution Process**

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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

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Date

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: Lump Sum Payment – Recognition for Services Rendered During the  
Covid-19 Response**

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Within ninety (90) days following the Date of Ratification, each Employee shall be issued a one percent (1.0%) lump sum payment in recognition of services rendered during the COVID-19 pandemic.

For Regular employees the lump sum will be one percent (1.0%) of the Employee's annual hours of work as defined by their FTE. The lump sum will be calculated with the Employee's Basic Rate of Pay and FTE, both as of Dec 31, 2021.

For Casual Employees the lump sum will be one percent (1.0%) of all hours paid at the Basic Rate of Pay (BROP) between January 1, 2021 – December 31, 2021.

This Letter of Understanding shall expire on March 31, 2024, or on the date of ratification of the next Collective Agreement, whichever is later.

Signed on behalf of Canadian Union of Public  
Employees Local 408

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

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Date

Date

**LETTER OF UNDERSTANDING #5  
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: Preceptors**

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The parties agree to the following:

1. An Employee assigned by the Employer to act as a Preceptor for students in:
  - (a) the Licensed Practical Nurse program or any specialized practice education or training program, as recognized by the College of Licensed Practical Nurses of Alberta; or
  - (b) a post-secondary program recognized by the Employer as required qualifications for a position within the scope of this collective agreement,shall receive an additional sixty-five cents (\$0.65) per hour.
2. The Employer will give consideration to those Employees who express interest in accepting assignments as a preceptor.
3. "Preceptor" shall mean an Employee who is assigned to supervise, educate, and evaluate students referred to in Paragraph 1.

Signed on behalf of Canadian Union of Public  
Employees Local 408

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

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Date

Date

**LETTER OF UNDERSTANDING #6**  
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: Mutual Agreement to Adjust FTEs**

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WHEREAS the Parties see the mutual value in:

- Providing Employees with confirmation of their Full-time Equivalency (FTE);
- Defining approaches to enable the adjustment of FTEs for Employees where mutually agreed
- Developing larger FTEs and more Full-time positions

The parties agree as follows:

1. At the time of hire or transfer, the Employer shall state, in writing to the Employee, the Employee's current FTE. Pursuant to this Letter of Understanding, such FTE may be amended by mutual agreement between the Employer and the Union.
  - (a) The process for requesting a change to FTEs shall be as follows:
    - (i) Employees may request to increase or decrease the Employee's FTE. The employer shall advise the union of such request.
    - (ii) The Employer may offer to increase an Employee's FTE following consultation with the union.
    - (iii) Seniority shall be considered in determining which Employees are eligible to have their FTEs adjusted in accordance with this Letter of Understanding.
  - (b) Where mutual agreement is reached in accordance with paragraph 1(a) above:
    - (i) Regular hours of work for that classification within the bargaining unit shall not be reduced.
    - (ii) Amendments to FTEs will be limited to the work area from which the original request was received.
    - (iii) Such changes shall be confirmed in writing to the Employee, and a copy shall be provided to the Union.

2. Mutual agreement to amend FTEs shall not be considered a violation of Article 29: Appointments, Promotions, Transfers and Vacancies and Article 32: Layoff and Recall Procedure.
3. Where mutual agreement is not reached to amend FTEs, the strict provisions of this Collective Agreement shall apply.
4. If this Letter of Understanding is not renewed, any changes to an Employee's FTE which have resulted from the application of this Letter of Understanding shall remain in effect subject to the terms of this Collective Agreement.

Signed on behalf of Canadian Union of Public  
Employees Local 408

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

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Date

Date

**LETTER OF UNDERSTANDING #7  
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: Employment Insurance Premium Reductions**

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The Employee's portion of all monies from Employment Insurance Commission Premium Reductions will be returned to all eligible Employees as a payroll credit annually.

Signed on behalf of Canadian Union of Public  
Employees Local 408

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

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