



COLLECTIVE AGREEMENT

BETWEEN

ASTER JOINT VENTURE (SKYPOINTE)

AND

**THE UNITED NURSES OF ALBERTA
LOCAL #427**

FOR THE PERIOD

NOVEMBER 12, 2019 – NOVEMBER 11, 2024

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COLLECTIVE AGREEMENT made this 23rd day of September, A.D., 2024.

BETWEEN

**ASTER JOINT VENTURE (SkyPointe)
(hereinafter referred to as the “Employer”)**

AND

**THE UNITED NURSES OF ALBERTA LOCAL #427
(hereinafter referred to as the “Union”)**

PREAMBLE

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

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for Employees which directly impacts the quality of patient/resident/client care, the parties shall endeavour to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement;

AND WHEREAS the parties recognize they have a shared interest in promoting quality continuing care;

AND WHEREAS the parties are desirous of concluding a Collective Agreement for the purpose of establishing rates of pay and other terms and conditions of employment for nurses;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from or November 12, 2019 or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, whichever is later, up to and including November 11, 2024 and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.

- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been concluded or until a strike or lockout commences.
- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon submission of a written application to the Employer within 90 calendar days of the signing of the Agreement.

ARTICLE 2: DEFINITIONS

- 2.01 “Arbitration” shall take meaning from the section of the Labour Relations Code dealing with the resolution of a difference.
- 2.02 “Basic rate of pay” is the step in the scale applicable to the Employee as set out in the Salary Appendix inclusive of educational allowances and the Long Service Pay Adjustment but exclusive of all other allowances and premium payments.
- 2.03 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
- (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7: Hours of Work and Scheduling Provisions;
- (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.
- (b) “Casual Employee” is one who:
- (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 30.06(a)(i); or
- (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
- (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
- (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:

- (i) for a specific job of more than three months but less than twelve (12) months; or
 - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.04 “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of the operation and management of the facility.
- 2.05 (a) “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act*.
- (b) “Graduate Nurse – Provisional Permit Holder” means a person whose name is on the Provisional Roster and who holds a Provisional Permit pursuant to the *Health Professions Act*.
- (c) “Graduate Psychiatric Nurse” means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act*.
- (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Provisional Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.06 “Facility” means each individual site operated by the Employer that is covered by the Collective Agreement.
- 2.07 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the *Health Professions Act*, and who holds an annual certificate.
- 2.08 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the *Health Professions Act*, and who holds an annual certificate.
- 2.09 “Shift” means a daily tour of duty of not less than three consecutive hours, exclusive of overtime hours.
- 2.10 “Union” shall mean the United Nurses of Alberta Local #427 which is party to this Agreement.

- 2.11 The singular shall mean the plural and vice versa as applicable.
- 2.12 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.13 “Cycle of the shift schedule” means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “cycle of the shift schedule” shall be understood to mean a period of time not exceeding 12 weeks.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit of Employees described in the applicable Alberta Labour Relations Code Certificates as “*All Employees when employed in Direct Nursing Care or Nursing Instruction.*” The Employer agrees to recognize the duly elected or appointed representatives of the Union.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Agreement.
- 3.03 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.
- 3.04 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union or Local to be in writing, such requirement is satisfied by the provision of such in an electronic form.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
 - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;

- (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.

4.02 The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

5.01 (a) The Employer shall deduct the monthly membership dues and Local levies set by the Union from each Employee's gross earnings, exclusive of disability benefits. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative, on a bi-weekly basis.

- (b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their gross earnings and whether they are newly hired or have been terminated.

(c) The Employer shall provide to the Union on a bi-weekly in an electronic format, either as part of the report in (b) or separately, listings of Employees specifying the following:

- (i) Name of Employee;
- (ii) Classification;
- (iii) Category (Regular, Temporary, Casual); including Employees on recall;
- (iv) Full-time equivalency;
- (v) For regular and temporary Employees, their seniority date;
- (vi) Unit (where applicable);
- (vii) Site;
- (viii) Address;
- (ix) Basic rate of pay;
- (x) Long-Term absence status (where applicable).

and, unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire. Long-Term absences shall mean any absence exceeding six months in duration.

5.02 The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, membership dues structure.

- 5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01(a) above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.
- 5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 (a) 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 a such presentation. Such attendance by the Employee shall be at no loss of regular earnings.
- (b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Union President or designate the number of new Employees expected at the orientation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing. For such leave, upon request:
- (i) pension contributions shall continue uninterrupted; and
- (ii) a repayment plan for the Employee share of contribution shall be established.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a fifteen percent (15%) administration fee.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, source of income, political or religious belief, gender, sexual orientation, family status, physical disability, mental disability, gender identity, gender expression nor by

reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

- 7.01 (a) Regular hours of work for full-time Employees, exclusive of meal periods shall be:
- (i) seven point seven five (7.75) consecutive hours per day;
 - (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
 - (ii) exclude, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
 - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
 - (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours. Where possible, such meal periods shall not be scheduled to occur in the first or last hour of the shift, except by mutual agreement between the Employer and the Employee.
- (c) An Employee recalled to duty during their meal period or rest period shall, if possible, be provided with a full meal period or rest period, as the case may be, later in their shift. In the event that this is not possible, they shall be paid for such at two times (2X) their basic rate of pay. Meal periods or rest periods shall not occur within the first or last hour of the shift.
- (d) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, they shall be so advised in advance and paid for that meal period at their Basic Rate of Pay.

- (e) Rest periods and meal periods shall be scheduled at reasonable intervals. Where mutually agreeable, the breaks may be combined.

7.02 (a) Shift Schedules

- (i) Employees in the course of their regular duties, may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
 - (ii) “Days of Rest” for a full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7.
- (b) The shift patterns which may be available are:
- i. permanent days;
 - ii. permanent evenings;
 - iii. permanent nights;
 - iv. days and evening;
 - v. days and nights.

7.03 Employees who are required to rotate shifts shall be assigned day duty approximately two fifths (2/5) of the time unless otherwise mutually agreed by the Employee and the Employer, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift(s) as may be necessary. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. For the purposes of determining day duty, a day shift shall be considered to be a shift where the majority of the regularly scheduled shift falls between zero seven hundred (0700) hours and fifteen hundred (1500) hours.

- (i) Day duty means Shifts where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours. Evening duty means Shifts where the majority of the regularly scheduled Shift falls between 1500 hours and 2300. Night duty means Shifts where the majority of the regularly scheduled Shift falls between 2300 and 0700.

- (ii) Employees will be deemed to have been assigned day duty when they are absent on vacation or on a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule.
- (iii) Scheduled days of rest are not considered as day duty for the purpose of applying this provision.

7.04 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on alternate weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty;
- (iv) not more than six (6) consecutive scheduled days of work.
- (v) If an Employee is required to change shifts without receiving fifteen point five (15.5) hours off duty, he/she shall be entitled to pay at two times (2X) their basic rate for their first (1st) tour of duty on the new shift.

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

7.06 *Shift Schedules*

- (a) Employees, in the course of their regular duties, may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- (b) "Days of Rest" for a full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7.
- (c) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article.

7.07 *Schedule Posting*

- (a) Shift schedules shall be posted twelve (12) weeks in advance.
- (b) Notwithstanding Article 7.07 (a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Union.

7.08 *Schedule Changes*

- (a) If, in the course of a posted schedule, the Employer:
 - (i) changes Employees' scheduled days off without giving 14 days' notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked on what would otherwise have been their off-duty days.
 - (ii) changes an Employees' scheduled Shift, but not their scheduled days off, without giving 14 days' notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked during the first Shift of the changed schedule.
- (b) Employees shall be notified of such changes in their schedule and such changes shall be recorded on the Shift schedule.
- (c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled Shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for 14 days notice of change shall not apply. Employees or the Employer should make such requests as far in advance as possible in order to maximize the ability to accommodate the request. Any Shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.

7.09 *Employee Shift Exchange*

- (a) Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employees immediate supervisor; and
 - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing.
- (b) Such exchange shall be recorded on the shift schedule.

- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
- (d) Such exchange must not result in additional cost to the Employer, when compared to the Employees' pre-exchanged schedule.

7.10 *Reporting Pay*

In the event that an Employee reports for work as scheduled and prior to the commencement of the shift, is requested by the Employer to leave and;

- (a) report for a later shift, the Employee shall be compensated for the inconvenience by a payment equal to three hours pay at the Employee's basic rate of pay.
- (b) If fewer than three hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (c) No Employee shall receive payments for Article 7.10 (a) and Article 7.10 (b) concurrently.

7.11 The Employer shall not unreasonably refuse to implement a contractually compliant shift schedule developed by the Employee(s) and the Union which provides appropriate professional coverage as determined by the Employer.

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time authorized by the Employer and worked by the Employee in excess of seven point seven five (7.75) consecutive hours per day or on scheduled days of rest.
- (b) All overtime is to be authorized by the Manager or Director of Care or delegate, however, in unforeseen circumstances of if the Employee cannot contact the Administrator or delegate or in the case of the demand of the present workload, the Employee is to be renumeralated at the overtime rate and may be required to justify such overtime to the Administrator or delegate.
- (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31 and shall not be unreasonably denied.

8.02 The overtime rate of 2X the applicable basic rate of pay shall be paid for overtime worked.

- 8.03 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work.
- 8.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime.
- (b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
- (c) An emergency is a circumstance that calls for immediate action.
- (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01 (b) or 7.01 (c), 7.01 (d) as applicable.
- 8.06 Following working a shift, an Employee who then works in excess of four hours overtime shall be provided with access to a meal and snacks at no cost.
- 8.07 (a) Where an Employee works overtime immediately following her or his shift and there is not a minimum of eight consecutive hours off duty in the 12 hours preceding the Employee's next shift, at the Employee's request, the Employee shall be entitled to eight consecutive hours rest before commencing their next shift, without loss of earnings.
- (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

ARTICLE 9: ON-CALL DUTY/CALL BACK

- 9.01 The parties agree that prior to implementing an on-call system, the Union and Employer shall negotiate the scheduling and compensation provision for an on-call and call back.

ARTICLE 10: TRANSPORTATION

- 10.01 An Employee who normally travels from the Facility to the Employee's place of residence by means of public transportation following the completion of the Employee's shift but who is prevented from doing so by being required to remain on duty longer than the Employee's 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 Facility to the Employee's place of residence.

- 10.02 When an Employee is assigned duties necessitating the use of the Employee's private automobile they shall be reimbursed at the rate of 50.5¢ per kilometer (or Government of Alberta rates, whichever is greater) for the use of the Employee's private automobile while performing those assigned duties.

ARTICLE 11: PROBATIONARY PERIOD

- 11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of their probationary period.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 11.02 Subject to Article 11.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.
- The period of probation may be reduced or extended with agreement between the Employer and the Union. If the probationary period is to be extended, the Employee and the Union shall be advised prior to the expiration of the probation period.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first five shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned five shifts. Where the Employee will be on rotating shifts, the first four shifts shall be day shifts and the Employee's first two shifts on evenings and nights shall be under guidance or supervision. The broader orientation to the organization may be provided beyond the aforementioned five shifts as determined by the Employer. A request by an Employee for additional orientation shall not be unreasonably denied.
- 11.04 An Employee, absent for six months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

ARTICLE 12: SENIORITY

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a regular or temporary Employee's continuous service in the bargaining unit commenced, including all prior periods of service as a casual, temporary or regular Employee contiguous to present regular or temporary employment.

- (b) Continuous service within the bargaining unit shall include:
 - (i) service as a bargaining unit Employee in direct nursing care or community health nursing, and
 - (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause and provided there was no break in the Employee's service for longer than six months.
- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 12.01(a).

12.02 Seniority shall be considered in determining:

- (a) assignment of available shift schedules subject to the provisions of Article 7;
- (b) promotion and transfers within the bargaining unit subject to the provisions specified in Article 14;
- (c) layoff and recall subject to the provisions specified in Article 15; and
- (d) approval of vacation times subject to the provisions specified in Article 17.

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

- (a) when an Employee resigns;
- (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work;
- (c) if, subject to the provisions of Article 15: Layoff and Recall, an Employee does not return to work on recall.

12.04 *Seniority Lists*

- (a) The Employer shall provide to the Union on a bi-annual basis, an Employee Listing in an electronic file in accordance with the United Nurses of Alberta Report Template. There shall be one file per Bargaining Unit, and one row per Employee. Any changes to the Template Report must be mutually agreed.
- (b) *Correction of Seniority Lists*

The Union may question or grieve any inaccuracy within (3) three months of receiving the list. Thereafter the date shall be considered as being established except for those names which shall be deemed to be deleted by:

- (i) application of Article 12.03;
 - (ii) transfer to an excluded position; or
 - (iii) transfer to the status of a Casual Employee.
- (c) Where an Employee claims previous service under Article 12.01(b)(ii), the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.
- (d) Seniority Tie-Breaking
- (i) Where two (2) or more Employees have the same seniority date, the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at least every six (6) months.
 - (ii) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.

12.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from a position which is out of the scope of this bargaining unit and when employment in the out of scope position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit. This provision shall only be applicable in the event that an Employee returns to the bargaining unit within two (2) years.

12.06 An Employee who has accrued seniority with this Employer or another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial basic rate of pay subject to Article 25: Salaries, Article 27: Recognition of Previous Experience, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave, or Letter of Understanding: Severance

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

13.01 (a) The Employer shall strive to provide each Employee 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.
 - (c) An Employee who has not received an evaluation in the last twelve months may request one. Such request shall be granted in a timely manner.
 - (d) In the event there is a Letter of Expectation on the Employee's personnel file, the matters addressed therein may be incorporated into the evaluation. After the evaluation is completed, the Letter shall be removed from the personnel file. Should the Letter not be addressed in the evaluation, the Letter is deemed to be removed from the personnel file.
- 13.02
- (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.
 - (b) Meetings for the purpose of the evaluation interviews shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the interview the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation interview. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the interview and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03
- (a) By appointment made at least two (2) working days in advance, an Employee may view their personnel file once every six (6) months and in addition when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
 - (b) An Employee may request and shall be given a copy of any or all documents contained in their personnel file at the time the Employee views the file, pursuant to Article 13.03 (a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.
- 13.04
- An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

- 14.01
- (a) The Employer shall post notices of vacancies for all regular and temporary positions within the bargaining unit not less than ten (10) calendar days in

advance of making an appointment. A copy of such notice shall be forwarded to the Union within five calendar days of the posting.

- (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointment shall be made on a temporary or casual basis only.
- (c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.
- (d) All notices of vacancy shall include:
 - (i) a general description of the work;
 - (ii) the number of hours per shift, and shifts per shift cycle, which shall constitute the regular hours of work for the position and the current shift pattern;
 - (iii) the commencement date for the position;

These may only be altered through the operation of the Collective Agreement.

- (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.

14.02

- (a) A vacancy resulting from either:
 - (i) the creation of a specific job of limited term exceeding three months' duration; or
 - (ii) a leave of absence granted for a period known to be longer than three months;

shall be posted in accordance with Article 14.01.

- (b) Where such a vacancy has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07. A regular Employee achieving a temporary position shall maintain their status as a Regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions

of Article 30.06(a)(ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.

- (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
 - (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).
 - (ii) Such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

14.03 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made to the Employer in writing.

14.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience, acceptable performance and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

14.05 The Union and all applicants for the transfer, promotion and/or vacancy shall be informed in writing of the name of the successful applicant within five (5) calendar working days of the appointment.

14.06 When an Employee is promoted from one classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which the Employee has been promoted.

14.07 (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty-five and one-half (325.5) hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.

(b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.

(c) Should either:

(i) the Employer determine that the Employee fails to succeed during the trial period; or

(ii) the Employee request reinstatement to the Employee's former position;

the Employer shall reinstate the Employee in the Employee's former position or, if such reinstatement is not possible, place the Employee in another suitable position. In reinstating an Employee, the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee if possible. If that is not possible, the Employee will be placed in the next available suitable vacant position. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.

(d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 14.01 to 14.05 inclusive.

(e) A reinstatement or placement of an Employee in accordance with Article 14.07(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.

(f) A transferred Employee's first three (3) shifts of patient/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating shifts, the first two (2) shifts shall be day shifts, and in addition the Employee's first shift on evenings or nights shall be under guidance or supervision.

14.08 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.

14.09 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.

14.10 At the time of hire, or transfer, or change of hours in accordance with Article 12.02(a)(ii) or Article 14.15 or change of category in accordance with Article 30.05 or 30.06, all affected Employees shall receive a letter, which shall include the following:

- (a) category (Regular, Temporary or Casual);
- (b) classification;
- (c) number of hours per shift and shifts per shift cycle;
- (d) date of hire and transfer (if applicable); and
- (e) increment level.

These shall not be altered except by the operation of the provisions of this Collective Agreement.

- 14.12 Each Employee shall have only one employment relationship within the bargaining unit with the Employer.
- 14.13 Employees are not permitted to apply for vacancies to add to their existing position.
- 14.14 Employees in any regular position may indicate a willingness to work additional shifts and shifts worked will be as a part of their one employment relationship.
- 14.15 Decreasing or Increasing Regular Hours of Work
- (a) Requests to decrease regular hours of work for Regular Full-Time and Regular Part-Time Employees shall be made in writing and:
 - (i) If temporary, indicate the period of time that the reduction would apply, to a maximum of twelve (12) months.
 - (ii) Indicate the requested number of shifts per shift cycle.
 - (iii) Shall not decrease the Employee's regular hours to less than .4 FTE.
 - (iv) Shall not be permitted to amend the length of the Employee's shifts.
 - (b) The Employer shall accept or refuse the request in writing, within 14 days, based on Operational requirements including but not limited to:
 - (i) Availability of suitable replacement;
 - (ii) Staff skills mix.
 - (c) If an Employee's request cannot be accommodated, the Employee and Employer may discuss alternate arrangements.
 - (d) If more than one (1) request is submitted in the fourteen (14) days from the date the original request is received by the Employer, then requests will be granted in order of seniority.
 - (e) The Employer maintains the right to decide which hours will not be retained.
 - (f) A vacancy greater than or equal to .4 FTE shall be posted.
 - (g) A vacancy less than .4 FTE may be offered to qualified Part-time Employees in order of seniority; remaining shifts will be posted.

Increase Regular Hours of Work

- (h) Requests to Increase regular hours of work for Regular Part-Time Employees shall be made in writing and:
 - (i) If temporary, indicate the period of time that the increase would apply, to a maximum of twelve (12) months.
 - (ii) Indicate the requested number of shifts per shift cycle.
 - (iii) A Part-time Employee may become a Full-time Employee for the period of the increased hours.
 - (iv) Shall not be permitted to amend the length of the Employee's shifts.
- (i) Such requests will not be approved while there are qualified Employees on lay-off status unless all have refused the work assignment.
- (j) If more than one request is submitted in the fourteen (14) days from the date the original request is received by the Employer, then requests will be granted in order of seniority.

14.15 Each Employee shall have only one (1) employment relationship within the bargaining unit with the Employer.

14.16 Employees are not permitted to apply for vacancies to add to their existing position.

14.17 Subject to the Employer actively managing the casual pool, a request to transfer to casual shall not be unreasonably denied if there is an available casual line.

ARTICLE 15: LAYOFF AND RECALL

- 15.01 (a) For the purposes of Article 15: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing that the Employee may need to be provided a reasonable period of familiarization and orientation.
- (b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

15.02 *Notice*

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off twenty-eight (28) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the twenty-eight (28) calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, twenty-eight (28) calendar days notice is not required but up to four (4) weeks pay in lieu thereof shall be paid to affected Employees.

15.03 *Order of Layoff*

- (a) Subject to the provisions of Article 15.03(b) and 15.04(a)(iii), lay-off shall occur in reverse order of seniority.
- (b) Notwithstanding the provisions of Article 15.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when lay-off in accordance with Article 15.03(a) would result in retaining Employees who do not have the ability to perform the work.

15.04 *Displacement*

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than twenty-four (24) months of seniority, have the option to;
 - (i) displace an Employee with less seniority in a position for which the Employee has the ability to perform the work; or
 - (ii) take a position which is vacant and for which the Employee has the ability to perform the work; or
 - (iii) at the Employee's option, accept layoff with the right of recall. An Employee who voluntarily accepts layoff and recall shall not be eligible for the provisions under the Letter of Understanding Re: Severance.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within 10 consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within forty-eight (48) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one Employee with an equivalent full-time equivalency, shift pattern, and length of shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
 - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work (an Employee may elect to be laid off, with recall rights if the position is located at a site outside the boundaries of the municipality in which the current site is located); or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (c) Where an Employee with less than twenty-four (24) months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:
 - (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (d) Where an Employee's position is eliminated and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which they are employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

15.05 *Recalls*

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than fourteen (14) calendar days duration.

- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee has the ability to perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of fourteen (14) calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.
- (d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.
- (e) An Employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the Employee's recall rights except at the site to which the recall was refused.

15.06 No new Employees shall be hired while there are other Employees on layoff with the Employer as long as laid off Employees can perform the work required.

15.07 *Benefits*

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of a laid off Employee for the duration of the layoff to a maximum of three (3) months premium.
- (b) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

15.08 *Application of Collective Agreement*

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 9: On-Call/Call Back, 14: Promotions, Transfers & Vacancies.
- (b) Where an Employee works while on lay-off in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02

after the Employee has advised the Employer of their readiness to return to work.

- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.
- 15.09
- (a) Prior to recalling laid-off Employees pursuant to Article 15.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than ten calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five calendar days of posting. Employment competitions posted pursuant to Article 15.09(a) shall be limited to Regular Employees.
 - (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 15.05. If unable to temporarily fill the vacancy in accordance with Article 15.05, the Employer may temporarily fill the vacancy in accordance with Article 14.01(b).
 - (c) A notice of vacancy shall indicate the position is posted pursuant to Article 15.09.
 - (d) Applications pursuant to Article 15.09(a) shall be made to the Employer in writing.
 - (e) In making promotions and transfers pursuant to Article 15.09(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 14: Promotions, Transfers and Vacancies.
 - (f) Where there is:
 - (i) a vacancy resulting from an appointment under 15.09(a), or
 - (ii) when there are no suitable applicants for a vacancy posted under Article 15.09(a),
 recalls shall be carried out in accordance with Article 15.05.
 - (g) The name of the Employee appointed pursuant to Article 15.09(e) shall be posted for not less than eight calendar days. All other applicants and the Union shall be informed in writing of the name of the successful applicant within five working days of the appointment.

ARTICLE 16: CHARGE PAY AND PRECEPTOR PAY16.01 *Charge Pay*

- (a) When an Employee is assigned the responsibility of overseeing the building (i.e. evening shift, night shift, and any weekend shift) they shall be paid an additional two dollars (\$2.00) per hour.
- (b) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge. Copies of such documents shall be on hand and shall be available to each Employee upon request.
- (c) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

16.02 Where there is not an out-of-scope management person reasonably available, an Employee shall be assigned responsibility for the administrative operation of a site in addition to being designated in charge of a unit. The Employee shall be paid two dollars (\$2.00) per hour in lieu of the premium outlined in Article 16.01.

16.03 When an Employee is assigned to replace another Employee in a higher paid classification for one full shift or longer, the Employee shall be paid an additional amount equal to the differential between the beginning rate for the Employee's classification and the beginning rate for the more senior classification in which the Employee is relieving.

16.04 When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full shift or longer, the Employee shall be paid an additional two dollars (\$2.00) per hour.

16.05 *Preceptor Pay*

- (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
- (b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional sixty-five cents (65¢) per hour.
- (c) "Preceptor" shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate.

ARTICLE 17: VACATIONS WITH PAY17.01 *Definitions*

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the last day of March of the following calendar year;

17.02 *Vacation Entitlement*

- (a) During each year of continuous employment, an Employee shall earn entitlement to a vacation with pay to be taken in the next following year as follows:
 - (i) during the first (1st) to fourth (4th) year of such employment, an Employee earns a vacation of fifteen (15) working days;
 - (ii) during each of the fifth (5th) to ninth (9th) years of employment, an Employee earns a vacation of twenty (20) working days;
 - (iii) during each of the tenth (10th) to nineteenth (19th) years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year.
 - (iv) during each of the twentieth (20th) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of thirty (30) working days per year.

- (b) *Employee with Less than a Year of Service*

An Employee who has less than one (1) year of service prior to the first (1st) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee’s service bears to twelve (12) months.

- (c) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee, shall, after one (1) year of service, accrue vacation entitlement as though the Employee’s employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee’s vacation entitlement upon termination.

(d) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional thirty-eight point seven five (38.75) hours, (five (5) work days' vacation with pay for 7.75 hour work day.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional thirty-eight point seven five (38.75) hours, five (5) work days' vacation with pay for 7.75 hour work day.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional thirty-eight point seven five (38.75) hours, five (5) work days' vacation with pay for 7.75 hour work day.

17.03 *Time of Vacation*

- (a) (i) The Employer shall post the vacation schedule planner by January 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees for each unit, program, or site (whichever are applicable) who can be granted vacation at the same time. Where an Employee submits their vacation preference by January 30 of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by February 28 the same year.
- (ii) Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees in the unit, program or site (whichever are applicable) shall be the deciding factor.
- (ii) When an Employee submits a request in writing after February 15th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.
- (b) Notwithstanding Article 17.03 (a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.

- (c) Notwithstanding Article 17.03 (a) a full-time or part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (ii) such vacation can be taken at a mutually agreeable time.
- (d) (i) Subject to Article 17.03(e) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
- (d) (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (e) No Employee shall have vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has vacation cancelled by the Employer shall be paid two times (2X) their basic rate of pay for the shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.
- (f) The Employer and Employee may mutually agree to cancel approved vacation.

17.04 *Vacation Pay on Termination*

- (a) Employees who resign their employment with proper notice shall be paid, the full value of their accrued vacation bank up to the termination date.
- (b) Employees who resign their employment without giving proper notice under "Discipline, Dismissal and Resignation", Article 22.10, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

17.05 An Employee who is absent from work due to illness or injury shall accrue vacation pay or entitlements in accordance with Article 17.02 for:

- (a) periods during which the Employee is in receipt of sick leave insurance pursuant to Article 19.03;
- (b) periods during which the Employee is in receipt of Workers' Compensation benefits for the first twenty-four (24) months of such absence.

ARTICLE 18: NAMED HOLIDAYS

18.01 (a) Regular and temporary full-time Employees shall be eligible to receive a day off, with pay pursuant to Article 18.02 (c), on or for the following Named Holidays:

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

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta; or
- (ii) The Government of Canada; and
- (iii) Any one (1) day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the site is located.

(b) In addition to the foregoing Named Holidays, full-time Employees who are employed on or before July 1st in any year shall be granted an additional holiday as a "Floater" holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall receive payment for such day at the Employee's basic rate of pay.

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

- (a) work 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) work on the holiday when scheduled or required to do so.

18.03 (a) An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) the Employee's basic rate of pay plus:

- (i) an alternate day off at a mutually agreed time; or
- (ii) by mutual agreement, a day added to the Employee's next annual vacation; or

- (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.
 - (b) An Employee obliged to work on Christmas Day shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's Basic Rate of Pay plus:
 - (i) an alternate day off at a mutually agreed time;
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
 - (c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06
- (a) Unless otherwise requested, an Employee shall be so scheduled as to provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four (4) Named Holidays shall be either Christmas or New Year's Day.
 - (b)
 - (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
 - (ii) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
 - (c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

ARTICLE 19: SICK LEAVE

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's basic rate of pay and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Employees may be required to submit satisfactory proof to the Employer or its agents of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 19.05 When an Employee has accrued the maximum sick leave credits of nine hundred and thirty (930) hours, 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.
- 19.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during their vacation period as stated in Article 19.06(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 19.06(a), should an Employee be admitted to hospital as an "in-patient" during the course of their vacation, the Employee shall be considered as being on sick leave for the period of

hospitalization and subsequent period of recovery provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

- 19.07 (a) Employees who have been receiving Disability benefits and who are able to return to work and who are:
- (i) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the Employee's disability;
 - (ii) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall provide the Employer with twenty-eight (28) days written notice of the Employee's readiness to return to work and the Employer shall then place the Employee in an existing position for which the Employee is capable of performing the work entailed;
 - (iii) in reinstating an Employee under (ii) the Employer will consult with the Employee and the Union over possible suitable placements.
- (b) An Employee who does not qualify for L.T.D.I. benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months' notice of their intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.
- (c) Any Employee who is displaced because of the provisions of this Article shall be entitled to displacement rights as per Article 15.03.
- 19.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of their accrued sick leave credits.
- 19.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 19.10 (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment at an Institution a Facility at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of termination of employment. Otherwise,

sick leave credits shall be cancelled and no payment shall be due therefor. The Employee shall be provided with a written statement of such entitlement upon termination.

- 19.11 When an Employee is required to travel for the purposes of medical referral and/or treatment, the Employee shall have the right to utilize accumulated sick leave credits for such absence, provided the Employee has been given prior authorization by the Employer. The Employee may be required to submit satisfactory proof of such appointment.
- 19.12 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7, and 14.

ARTICLE 20: WORKERS' COMPENSATION

- 20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net 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 one-tenth (1/10) 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 one-tenth (1/10) 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 19.07(b).

An Employee in receipt of Workers; compensation benefits is eligible to maintain their Employer benefits provided they continue to pay their premium share amount.

- 20.02 Employees who have been on Workers' Compensation and who are certified by the Workers' Compensation Board to be fit to return to work and who is are:
- (a) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
 - (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall provide the Employer with twenty-eight (28) days written notice of the Employee's readiness to return to work. The Employer shall then place the Employee to an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability;
 - (c) incapable of performing the duties of their former classification, shall be entitled to benefits that the Employee is eligible for under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 19 or 21.

- (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.

20.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7, and 14.

ARTICLE 21: EMPLOYEE BENEFIT PLAN

21.01 The Employer shall facilitate the procurement, by Regular and Temporary Employees, of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:

- (a) Supplementary Benefits Plan, which provides eighty percent (80%) direct payment provision for all physician or dentist prescribed medication;
- (b) Alberta Health Care Insurance Plan;
- (c) A benefits plan inclusive of:
 - (i) Group Life Insurance (Basic) (3X annual to \$100,000 max)
 - (ii) Accidental Death and Dismemberment (Basic) (3X annual to \$100,000 max)
 - (iii) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Fee Guide or equivalent. A maximum annual reimbursement of twenty-five hundred dollars (\$2,500) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of twenty-five hundred dollars (\$2,500) per insured person.
 - (iv) Short-term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-term Disability shall become effective on the first working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-

term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);

- (v) Long Term Disability (LTD);
- (vi) Vision Care (\$450/every 2 years).

21.02 Enrolment by:

- (a) Regular and Temporary Full-Time Employees
- (b) Regular and Temporary Part-Time Employees, whose regular hours of work exceed fifteen and a half (15.5) hours per week averaged over one (1) complete cycle of shift schedule; and

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

21.03 The premium costs shall be shared seventy percent (70%) by the Employer and thirty percent (30%) by the Employee. Premiums for Article 21.01(c)(iv), shall be one hundred percent (100%) Employee paid.

21.04 The Employer shall make available to all eligible Employees brochures outlining the above plans.

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

21.06 The Employer shall notify the Union of any changes to the health benefit plans.

ARTICLE 22: LEAVES OF ABSENCE

22.01 *General Leave*

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. If a request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.

22.02 *Statement of Policy*

The Employer shall issue and make available to the Union a statement of policy in respect to leaves of absence and any other assistance which it may make available to Employees who desire to seek leave for educational purposes.

22.03 *General Policies Governing Leaves of Absence*

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the reason for the leave and preferred date of departure on leave and the date of return.
- (b) Where an Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 21, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (f) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence..
- (g) In reinstating an Employee under Articles 22.03(c) or 22.04 the Employer will consult with the Employee over possible suitable placements.

22.04 The Employer shall apply all statutory unpaid leave provisions as outlined under the Alberta Employment Standards Code and at no less than those in effect as of May 1, 2024.

22.05 *Bereavement Leave*

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé (e), niece, nephew, aunt, uncle). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall

suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

22.06 *Educational Leave*

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) months of such period of leave.
- (b) An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted up to five (5) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.
- (c) During an Employee's Educational leave, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

22.07 *Court Appearance*

- (a) In the event an Employee is required to appear before a court of law as a member of a jury, as a witness in a criminal matter or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings for the scheduled shift(s) so missed;
 - (ii) be paid an amount equal to the Employee's average daily earnings at the basic rate of pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) or the night shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled shift(s).

- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

22.08 *Personal Leave*

Each Employee shall be entitled to two (2) Personal Leave days each year, from January 1st through December 31st. 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 attending appointments with family members. Requests for personal leave shall not be unreasonably denied.

22.09 *Wellness Leave*

A Full-time Employee who is employed on July 1st in any year will be eligible to one (1) Wellness Day with pay (no reason required) to be taken within the next twelve (12) months. Wellness days are not cumulative and if not used by December 31 annually, no payment is due.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of

the act giving rise to the suspension or dismissal. When the action involves a suspension, the notice shall specify the time period of the suspension.

- 23.04 An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of 30 consecutive days or more, or in any event, after two (2) years of continuous service 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 above period. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employee shall be advised of this right at the time of the scheduling of the meeting. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 23.07 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union forthwith.
- 23.08 Employees absent for three (3) consecutive scheduled work days without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 Fourteen (14) calendar days' notice in writing, shall be given by an Employee who resigns.
- 23.11 For the purpose of Article 23.01, 23.02, 23.03 and 23.06, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.

ARTICLE 24: NO STRIKE OR LOCKOUT

- 24.01 There shall be no strike, lockout or slowdown during the currency of this Collective Agreement.

ARTICLE 25: SALARIES

- 25.01 Basic hourly salary scales and increments as set out in the Salary Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.
- 25.02 A newly hired Graduate Nurse, or a Graduate Psychiatric Nurse shall be paid at their applicable rate as per Salary Appendix, until such time as they qualify for their registration/license. Upon obtaining registration/license, the nurse shall be paid at the rate applicable to a Registered Nurse or a Registered Psychiatric Nurse retroactive to the date of the Employee's most recent date of employment or on the date the Employee obtains registration/license, whichever is later, and proof of the same is provided to the Employer.
- 25.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.
- 25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made in the account of the Employee's choice no later than noon on the designated pay day.
- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06 (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- (b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. The format of this information may vary depending on the Employer's accounting system.

ARTICLE 26: EDUCATIONAL ALLOWANCES

- 26.01 (a) For the purpose of establishing an Employee's basic rate of pay, the Employer will recognize courses, diplomas and degrees relevant to Registered nursing or Registered Psychiatric Nursing practice offered by bona fide Canadian post-secondary educational institutions, or equivalent.

Course	Hourly Allowance
Gerontology Certificate	\$0.70
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50

- 26.02 The allowances for a clinical course and for the diploma/certificate in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.
- 26.03 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained.
- 26.04 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements of the qualification or from the date of hire, whichever is the later.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

- 27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.
 - (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
 - (c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past 12 months, the Employer will recognize experience that is more than five years old.
- 27.02 Additional time worked and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 Shift Differential

- (a) A Shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours; or
 - (ii) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours provided

that greater than one hour is worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

- (iii) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours to twenty-three hundred (2300) hours.
 - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between fifteen hundred (1500) and seventeen hundred (1700) hours, no Shift differential will be paid.
- (b) A Shift differential of five dollars (\$5.00) per hour shall be paid:
- (i) to Employees working a Shift where the majority of such Shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
 - (ii) to Employees for each regularly scheduled hour worked between twenty-three (2300) hours to zero seven hundred (0700) hours provided that greater than one hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- (d) No Employee shall receive payment under Article 28.01(a) and 28.01(b) concurrently.

28.02 **Weekend Premium**

A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:

- (a) to Employees working a Shift wherein the majority of such Shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.
- (d) Notwithstanding (b) above, for Employees working a regular Shift that concludes between fifteen hundred (1500) hours and seventeen hundred (1700)

hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

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

ARTICLE 29: COMMITTEE PARTICIPATION

29.01 Except as otherwise provided in this Collective Agreement, an Employee (or the Employee's alternate) who is a member and attends meetings of a committee established by the Employer, shall be paid at the Employee's basic rate of pay for attendance at such meetings. Such participation shall be voluntary.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

30.01 Part-time Employees

- (a) Except as modified in Articles 30.02 and 30.03, all provisions of this Collective Agreement shall apply to Part-time Employees.
- (b) Where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (c) At time of hire or transfer, the Employer shall state in writing a specific number of hours per shift and shifts per shift cycle which shall constitute the regular hours of work for each Part-time Employee. Such hours and shifts shall not be altered except by mutual agreement between the Employer and the Employee or by the operation of the provisions of this Collective Agreement.
- (d) Where a Part-time Employee volunteers or agrees, when requested, to work additional shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's basic rate for hours worked during the regularly scheduled daily hours of the shift, and overtime for hours worked in excess of the shift.
- (e) Where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on her or his scheduled day of rest, the Employee shall be paid two times (2X) the applicable basic hourly rate for work performed.

30.02 *7.75 Hour Work Day (Part-time Employees)*

- (a) Amend Article 7.01(a) to read:
 - 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the

Employer but shall be less than those for full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event, shall be less than thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.”

(b) Amend Article 7.03(f) to read:

7.03 (f) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of two (2) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur on alternate. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.03:7.03(iii).”

(d) Violation of any provision of Article 30.02 shall result in payment to each affected Employee at two times (2X) the Employee’s basic rate of pay for all regular hours worked during the period of violation.

30.03 (A) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of two thousand and fifteen (2015) regular hours of work to the maximum increment granted full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers’ Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.03(A)(i).

(iii) For Part-time Employees, educational leave up to twenty-four (24) months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.03(A)(i).

(B) Vacations with pay (Part-time Employees)

(i) Amend Article 17.02 to read:

(a) “17.02 (a) Only those hours of work paid at the basic rate of pay, hours worked on a Named Holiday to a maximum of seven point seven five (7.75) hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.

(b) During each year of continuous service in the employ of the Employer, an Employee shall commence earning 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 service in accordance with the following:

(i) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked during the vacation year at the rate specified in Article 30.03(d)(i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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(a) six percent (6%) during each of the first (1st) to fourth (4th) employment years;

(b) eight percent (8%) during each of the fifth (5th) to ninth (9th) employment years;

(c) ten percent (10%) during each of the tenth (10th) to nineteenth employment years;

(d) twelve percent (12%) during each of the twentieth (20th) and subsequent employment years.

(b) Supplementary Vacation

- (i) Upon reaching the employment anniversary of twenty five (25) years of continuous service, Employees shall have earned an additional two percent (2%).
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%).
- (iii) Upon reaching the employment anniversary of thirty-five years of continuous service,

(c) Employee with Less than a Year of Service

An Employee who has less than one (1) year of service prior to the first (1st) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.

- (d) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee, shall, after one (1) year of service, receive vacation entitlement as though the Employee's employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination."

- (ii) Amend Article 17.04(a) to read:

"17.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 30.03(d)) will be paid in compliance with Article 17.04(c)."

(C) Named Holidays

Amend Article 18 to read:

"18.01 Part-time Employees shall be paid in addition to their basic rate of pay a sum equal to 4.8 %of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

- 18.02 (a) A Part-time Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed during the regularly scheduled daily hours of work.

- (b) Notwithstanding Article 18.02(a), a Part-time Employee required to work on the Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed during the regularly scheduled daily hours of work.
 - (c) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
 - (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
 - (ii) For all overtime hours worked on and Christmas Day 3X their Basic Rate of Pay.
- 18.03 (a) Unless otherwise requested an Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
 - (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2)."

(D) *Sick Leave*

Amend Article 19.02 to read:

"19.02 A Part-time Employee shall accumulate sick leave benefits on the basis of eleven point six two five (11.625) hours per month, pro-rated on the basis of the regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours for a full-time Employee."

30.05 *Temporary Employees*

- (a) A temporary Employee shall be covered by the terms of this collective agreement, except that a temporary Employee shall have no rights under Article 15: Layoff and Recall.

- (b) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per shift and shifts per shift cycle which shall constitute the regular hours of work for the position. Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of their employment pursuant to Article 30.04(b).

30.06 *Casual Employees*

Except as modified in this Article, all provisions of the Collective Agreement shall apply to Casual Employees except that Articles 7.01(a) 7.02, 7.06, 7.07, 7.08, 9, 12, 15, 17, 18, 19, 20, 21 and 22 shall have no application to Casual Employees.

- (a) Hours of Work
 - (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
 - (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a temporary Employee while filling that position.
 - (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.05(b)(ii) and (iii) the scheduling provisions of Article 7 shall apply.
 - (iv) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's shift, the Employee shall be paid three (3) hours' pay at the Employee's basic rate of pay.
 - (v) If fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.
 - (vi) A Casual Employee shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period (with a starting point established as the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement).

(b) *Increment Accrual*

Casual Employees shall be entitled to an increment on the completion of two thousand and fifteen (2015) regular hours of work to the maximum increment granted full-time Employees.

(c) *Vacation*

In the case of Casual Employees, amend Article 17 to read:

“17.00 (a) Casual Employees shall be paid, in addition to their basic rate of pay, a sum equal to:

- (i) six percent (6%) of their regular earnings during the first (1st) to fourth (4th) employment years;
- (ii) eight percent (8%) of their regular earnings during the fifth (5th) to ninth (9th) employment years;
- (iii) ten percent (10%) of their regular earnings during the tenth (10th) to nineteenth (19th) employment years;
- (iv) twelve percent (12%) of their regular earnings during the twentieth (20th) to twenty-fifth (25th) and subsequent employment years; in lieu of vacations with pay;
- (v) twelve-point four percent (12.4%) of their regular earnings during the twenty-fifth (25th) and subsequent employment years; in lieu of vacations with pay.

- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.”

(d) *Named Holidays*

Amend Article 18 to read:

“18.01 Casual Employees shall be paid in addition to their basic rate of pay a sum equal to four-point eight percent (4.8%) of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.02 (a) A Casual Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed during the regularly scheduled daily hours of work.

- (b) Notwithstanding Article 18.02(a), a Casual Employee required to work on Christmas Day shall be paid at 2X the Employee's

Basic Rate of Pay for work performed during the regularly scheduled daily hours of work.

- (c) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
 - (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
 - (ii) For all overtime hours worked on Christmas Day 3X their Basic Rate of Pay.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year's Day
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
 - (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2)."
- (e) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
 - (f) In the event an Employee is required to serve as a witness in matters arising out of their employment, the Employee shall be granted leave of absence at their regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

- 31.01 Following the signing of the Collective Agreement, each Employee affected shall be provided with a copy by the Employer within seven (7) days of receipt of the copies by the Employer. The Collective Agreement shall be printed in booklet form by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.
- 31.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon hiring.

ARTICLE 32: GRIEVANCE PROCEDURE32.01 *Communication*

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article and Article 33 shall be sufficient if sent by registered mail or delivered to the President or Secretary of the Union except where an alternate person is specified in advance by the Union in writing.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 33 shall be sufficient if delivered to the Executive Director or in their absence, their designate. A copy of the written grievance shall be submitted to the Vice President, Human Resources.
- (c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer's premises.

32.02 *Definition of Time Periods*

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18.
- (b) Time limits may be extended by mutual agreement in writing.

32.03 *Dispute Between the Employer and the Employee(s)*

(a) Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first seek to settle the dispute through discussion with the immediate supervisor in an excluded management position. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

(b) Step 2

The grievance shall be submitted in writing to the Executive Director within seven (7) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The Executive Director shall meet with the Union within seven (7) days of receipt of the grievance to attempt to settle the

dispute. The decision of the Executive Director shall be communicated, in writing, to the Union within ten (10) days of the hearing. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) Step 3

The written grievance, within seven (7) days of receipt of the decision of the Executive Director under Step 2, may be advanced to the Vice-President of Human Resources. The Vice-President of Human Resources or designate shall meet with the Union within seven (7) days of receipt of the grievance to attempt to settle the dispute. The decision of the Vice-President of Human Resources or designate shall be communicated, in writing, to the Union within ten (10) days following the hearing.

(d) Step 4

If the decision of the Vice-President of Human Resources or designate is not acceptable to the Union, it may submit the grievance to arbitration as hereinafter provided within seven (7) days of receipt of the decision.

(e) When a meeting is held at Step 1, Step 2 or Step 3, an Employee shall have the right to be accompanied by a representative of the Union.

32.04 *Disputes Between the Parties*

- (a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.
- (b) A "*Policy Grievance*" is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the Executive Director or Local Union President, by a representative of the aggrieved party within 12 days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

32.05 *Default*

- (a) Should the Employer or the Union or the Employee fail to comply with any time limit in the grievance procedure, following the filing of the grievance at Step 2, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limit.
- (b) Prior to the grievance being advanced to Arbitration in accordance with Step 4 of the Grievance Procedure due to time limits being missed, there shall be at

least one meeting held to try and resolve the issues in dispute. The party wishing to advance the grievance to Arbitration shall do so in writing within 45 days of the date of the filing of the grievance at Step 2, unless the parties have mutually agreed to extend the time frames.

32.06 *Grievance Mediation*

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one jointly selected mediator shall meet with the parties and within five (5) days of the request,

- (a) investigate the dispute;
- (b) define the issue(s) in dispute; and
- (c) make written recommendations to resolve the dispute.

During the proceedings, the parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged.

The fees and expenses of the mediator shall be borne equally by the parties to the dispute.

ARTICLE 33: PROFESSIONAL DEVELOPMENT

- 33.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the Nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term “professional development” includes orientation, acquisition and maintenance of essential skills, and other programs, which may be offered or approved by the Employer.

33.02 *In-Services*

- (a) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) Cardio-Pulmonary Resuscitation
 - (ii) Anaphylaxis

- (iii) Fire (hands on experience with equipment except where not required by the Institution's established written fire procedures)
 - (iv) Evacuation and disaster procedures
 - (v) Proper lifting and prevention of back injuries.
- (b) Employees who attend in-service programs, which are not identified as compulsory by the Employer, shall suffer no loss of regular earnings for attending such programs.
 - (c) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than 23 hours per year. The 23 hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 33.02(a).
 - (d) The employer shall provide a yearly workshop for the purpose of explaining the pension plan to the Employees, as well as an in-service on prevention and management of workplace violence.

33.03 *Professional Development Days*

Upon request, each Employee shall be granted at least three (3) professional development days annually for professional development, at the basic rate of pay. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

Such hours not used in each fiscal year shall not be carried forward into subsequent years.

Applications for such paid professional development opportunities shall be made in writing, to the Employer as early as possible.

- 33.04 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College two hundred two hundred dollars (\$200.00) for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.
- (b) Regular hours actually worked in clause (a) includes:
 - (i) Leaves of absence for Union or Local business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Worker's Compensation;

- (v) Educational leave up to twenty-four (24) months.
- (c) Professional College dues means dues paid to those who, at the beginning of the next registration year have active registration with either:
 - (i) The College of Registered Nurses of Alberta (CRNA),
 - (ii) The College of Registered Psychiatric Nurses of Alberta (CRPNA), or
 - (iii) Any alternative Professional College acceptable to the Employer.

ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY

- 34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the Occupational Health and Safety Act, Regulation or Code.
- 34.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Local and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within 10 days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Local, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Committee is to consider such matters as occupational health and safety and the Local may make recommendations to the Employer in that regard.
- (d) If an issue arises regarding occupational health or safety, the Employee or the Local shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.

- (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Local may make recommendations to the Employer in that regard.
 - (f)
 - (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.
 - (ii) Should the issue remain unresolved following the CEO's written response, the Local may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Local within 14 calendar days of the presentation by the Local.
 - (g) The parties will provide available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).
- 34.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.
- 34.04 (a) No Employee shall be assigned to work alone on a unit.
- (b) Where an Employee is assigned to work alone in other than a unit, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee. Employees shall be provided with and required to use the hazard controls specified within the applicable Working Alone Safety Plan.
- 34.06 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 34.07 (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Committee.
- (b) There shall be a policy supporting zero tolerance of workplace violence, which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this policy.
- 34.08 The Employer shall:
- (a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall review:
 - (i) engineering controls,

- (ii) administrative policies, procedures and compliance; and
 - (iii) appropriate personal protective devices and other equipment.
- (b) share information with and obtain input from the Committee pertaining to all hazard assessments.

34.09 Prior to introducing a regularly scheduled Shift that begins or ends between the hours of 2400 and 0600 hours, the Employer will consult with the Local.

ARTICLE 35: TECHNOLOGICAL CHANGE

35.01 Should the Employer introduce technological change by altering methods or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Union with as much advance notice as is reasonable in the circumstances of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01
- (a) A Professional Responsibility Committee shall be established with up to two (2) Employees elected by the Union and equal number representatives of the Employer. A Chairperson shall be elected from amongst the Committee. The Committee shall meet at least once per quarter at a regularly appointed time, and within ten (10) days of receiving a written complaint or concern regarding patient/resident/client care.
 - (b) Alternate representatives may be designated from the same group.
 - (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Professional Responsibility Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
 - (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees relative to patient/resident/client care.
 - (e) Where a complaint or concern is specific to one unit, the Union shall discuss the complaint with the most immediate supervisor in an excluded management position before the matter is discussed at the Professional Responsibility Committee.
 - (f) When a complaint or concern is unresolved for more than 45 calendar days, that is, not having received a satisfactory answer from the party or parties concerned, either parties' representative(s) on the Professional Responsibility

Committee may request and shall have the right to present the complaint or concern to the Board of Directors. The Board of Directors will then give their reply to the Professional Responsibility Committee within 14 calendar days.

- (g) To prevent misunderstandings and to assure all problems are dealt with, answers must be communicated, in writing, to the Professional Responsibility Committee.
- (h) The parties will provide available relevant information to allow for meaningful discussion of staffing issues. The parties will endeavor to provide this information in a timely fashion, and in any event not later than thirty (30) days from the original discussion of the particular staffing issue(s).

36.02 An Employee attending Professional Responsibility Committee meetings shall be paid their basic rate of pay for such attendance.

ARTICLE 37: JOB DESCRIPTION

37.01 The Employer shall prepare a job description for each position within the bargaining unit. In addition, the Employer shall prepare a document specifying the roles and responsibilities of an Employee designated in charge including the authority or process for augmenting staff. Copies of such descriptions shall be on hand at each Nursing Unit and shall be available to each Employee upon request. Copies of all such documents shall be provided to the Union upon request, and whenever changes are made.

ARTICLE 38: RETIREMENT SAVINGS PLAN

38.01 The Employer shall establish a Registered Retirement Savings Plan (RRSP) in which there shall be voluntary participation by regular Employees.

38.02 Regular Employees who work an average of more than twenty (20) hours per week in a cycle of the shift schedule are eligible to participate in the RRSP.

38.03 New regular full-time Employees must complete six (6) months of employment before participating in the RRSP. New regular part-time Employees must complete one thousand and one-half (1000.5) hours of work before participating in the RRSP.

38.04 Employees may contribute up to five percent (5%) of their earnings to the RRSP.

The Employer will match Employee contributions to the RRSP to a maximum of five percent (5%).

ARTICLE 39: COMPENSATION OVERPAYMENTS

39.01 A compensation overpayment is an overpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and

underpayments of premiums which arise as a result of administrative, process or system error.

- 39.02 It is agreed that it is in the Employee's best interest to immediately advise the Employer of an overpayment and that it is also in the best interest of the Employer to ensure overpayments do not occur.
- 39.03 The Employer is entitled to recover overpayments from Employees' earnings according to the following procedure:
- (a) The Employer must advise the Employee of any overpayment in writing. The cause of the overpayment as well as any pertinent calculations and the total to be recovered must be entered in the "Overpayment Recovery Notice" - see next page.
 - (b) If possible, the notice should be given to the Employee in person and the recovery process agreed to by the Employee.
 - (i) If the overpayment is less than or equal to \$100, the whole amount will be deducted from the Employee's next pay.
 - (ii) If the overpayment is greater than one hundred dollars (\$100), the Employer and the Employee will agree upon the amount recovered per pay.
 - (iii) If the Employer and Employee are unable to reach agreement or if the Employee fails to complete the "Overpayment Recovery Notice" within 14 days the Employer may deduct from each pay an amount not to exceed \$25 per \$200 of gross income.
 - (c) If the Employee resigns or is terminated for cause the amount owing will be deducted from their final pay cheque or other funds due on termination.

ATTACHMENT A

Overpayment Recovery Notice

You must reply to this notice as soon as possible and in any event within 14 days – See Article 39 of the Collective Agreement

Name:	
Employee Number:	Date:

BOX 1. An overpayment in the amount of \$ _____ has been identified as a result of the following circumstances:

- If there has been an overpayment it must be repaid. Fill in your choice of repayment method in box 2.
- If you believe there has not been an overpayment, fill in box 3 and explain why.
- If you agree there has been an overpayment but dispute the amount fill in box 2 for the amount overpaid and box 3 explaining why and how the amount is wrong.

BOX 2. Please indicate your overpayment preference and request by completing one of the following:

Collect the entire amount from my next cheque.

Collect \$ _____ dollars over the next _____ pay periods.

Attached is a personal cheque for the entire amount.

Attached are __ post-dated cheques for \$ _____ each to address the amount in full.

Please collect the amount of recovery required from one or more of the following:

- Overtime Bank
- Statutory Holiday Bank
- Vacation Bank

BOX 3. If you dispute that there has been an overpayment or the accuracy of the amount involved – explain why:

Repayment/Preference Agreed:

Employer Signature

Date

Employee Signature

Date

Please direct replies to:

Notes of Oral Discussion with Employee:

Date: _____

cc: UNA

Salary Appendix

Registered Nurse
Registered Psychiatric Nurse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Current	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
November 12, 2021 – 1%	\$37.23	\$38.66	\$40.09	\$41.52	\$42.97	\$44.38	\$45.82	\$47.18	\$48.85
November 12, 2022 – 3.25%	\$38.44	\$39.92	\$41.40	\$42.88	\$44.38	\$45.84	\$47.32	\$48.72	\$50.45
November 12, 2023 – 2%	\$39.21	\$40.72	\$42.23	\$43.74	\$45.27	\$46.76	\$48.27	\$49.69	\$51.46
2% LSPA *	\$39.99	\$41.53	\$43.07	\$44.61	\$46.18	\$47.70	\$49.24	\$50.68	\$52.49

* effective date of ratification

Certified Graduate Nurse
Provisional Permit Holder

	Start	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Current	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19
November 12, 2021 – 1%	\$34.06	\$35.11	\$35.84	\$36.50	\$37.08	\$37.85	\$39.06	\$40.19	\$41.60
November 12, 2022 – 3.25%	\$35.17	\$36.26	\$37.02	\$37.70	\$38.29	\$39.09	\$40.34	\$41.50	\$42.96
November 12, 2023 – 2%	\$35.87	\$36.99	\$37.76	\$38.45	\$39.06	\$39.87	\$41.15	\$42.33	\$43.82
2% LSPA *	\$36.59	\$37.73	\$38.52	\$39.22	\$39.84	\$40.67	\$41.97	\$43.18	\$44.70

* effective date of ratification

LETTER OF UNDERSTANDING #1

**ASTER JOINT VENTURE (SKYPOINTE)
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

AND

**THE UNITED NURSES OF ALBERTA, LOCAL #427
(HEREINAFTER REFERRED TO AS THE “UNION”)**

RE: SEVERANCE

Purpose

1. The parties agree that the primary purposes of the Severance Program (the Program) are to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and ensure quality and continuity of services. Severance is one of many human resources management tools to assist with restructuring the organization.

Severance Offering and Eligibility

2. The program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending November 11, 2024, or upon ratification of a new Collective Agreement, whichever is later.
3.
 - (a) Severance will be offered only as a result of organizational changes that result in the permanent reduction in the number of UNA certified regular Employees. Regular Employees in the bargaining unit.
 - (b) Employees on full layoff will not be eligible to apply for the program.
 - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
 - (d) Employees are only eligible for severance where they are regularly employed in the same job classification in which permanent reductions are required.
4. The Program, when offered by the Employer, will be open to all eligible regular part-time and full-time Employees employed and working in a regular position as of the date of the Program offering.
5. An approved severance will be calculated as follows:
 - The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.

- Regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay)
- For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.

Severance Approval

6.
 - (a) 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.
 - (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the regular Employee's full-time equivalency, or a comparable full-time equivalency.
 - (c) The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

Operation of the Program

7. Regular Employees whose applications for the program are approved will terminate their employment and have no right to recall under Article 15: Layoff and Recall.
 - (a) 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 this provision or a similar provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

LETTER OF UNDERSTANDING #2**ASTER JOINT VENTURE (SKYPOINTE)
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")****AND****THE UNITED NURSES OF ALBERTA, LOCAL 427
(HEREINAFTER REFERRED TO AS THE "UNION")****RE: RETENTION OF EXPERIENCED EMPLOYEES**

The parties recognize that there are a number of senior, experienced Employees who are eligible for retirement currently, or in the near future. The parties recognize the contribution of these Employees and wish to take steps to encourage these Employees to remain in the system. Therefore, the following programs shall be implemented.

1. Retention Recognition

- (a) In addition to the rates of pay specified in the Salary Appendix, Employees with 20 or more calendar years of nursing service shall receive a 2% Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.
- (b) Calendar years of nursing service to determine eligibility for the LSPA will be based upon the calendar years registered with any nursing licensing body.
- (c) Within 90 days of:
 - (i) date of employment; or
 - (ii) achieving 20 calendar years of nursing service;


An Employee eligible for an LSPA in paragraph 1(a) above shall provide the Employer with reasonable proof of the Employee's calendar years of nursing service, as described in paragraph 1(b) above. An Employee who requires further time to obtain reasonable proof shall, within the 90 days above, provide the Employer with written notice of their efforts, in which case, the Employer shall provide a reasonable extension of time for providing such proof.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.



(Employer)

Date: April 22, 2026



(Union)

Date: April 24, 2026