

COLLECTIVE AGREEMENT

BETWEEN

AGECARE INVESTMENTS (MIDNAPORE)

AND

THE UNITED NURSES OF ALBERTA

LOCAL #406

FOR THE PERIOD

AUGUST 31, 2017 – AUGUST 31, 2021

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COLLECTIVE AGREEMENT made this _____ day of _____, A.D., 2021.

BETWEEN

**AGECARE INVESTMENTS LTD. (BEVERLY CENTER LAKE MIDNAPORE)
(hereinafter referred to as the “Employer”)**

AND

**THE UNITED NURSES OF ALBERTA LOCAL #406
(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 are desirous of concluding a Collective Agreement for the purpose of establishing rates of pay and other terms and conditions of employment for Employees;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification (December 14, 2021) by their principals of the terms of this Collective Agreement, whichever is later, up to and including August 31, 2021, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 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 executed or until the right to strike or lockout arises.
- 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 the 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 Salaries Appendix inclusive of educational allowances 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 (1) 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;
 - (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 28; 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 (3) months but less than 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 (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

- 2.04 “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 operations and management.
- 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, R.S.A. 2000 c. H-7 and Regulations*.
- (b) “Graduate Nurse – Temporary Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.
- (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 and Regulations*.
- (d) “Graduate Practical Nurse” means a person whose name is entered in the limited practice register, the temporary register or the courtesy register and holds a practice permit pursuant to the legislation requirements of the College of Licensed Practical Nurses of Alberta (CLPNA).
- (e) “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 - Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- (f) “CARNA Restricted Temporary Permit Holder” means an internationally educated nurse who has received from the College and Association of Registered Nurses of Alberta (CARNA) a restricted temporary permit to practice nursing.
- 2.06 “Registered Nurse” means a person who has been issued a certificate of registration as a Registered Nurse who meets the legislated requirements pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.07 “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 Regulations*, and who holds an annual certificate.
- 2.08 “Licensed Practical Nurse” means a person whose name is entered in the general register or the specialized practice register categories of the regulated members register pursuant to the requirements of the College of Licensed Practical Nurses of Alberta (CLPNA).
- 2.09 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.10 “Union” shall mean the United Nurses of Alberta Local 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 Employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto. 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 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, by the 15th day of the next month.
- (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 monthly basis, 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) Basic Rate of Pay;
 - (vii) 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 (6) months in duration.

5.02 The Union shall advise the Employer, in writing, 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 30 minutes at the orientation of new Employees at the Professional Classroom with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
- (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.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of the 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 15% administration fee.

5.07 **Registered Nurses**

- (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional Association) \$200.00 for their dues if they have accumulated 750 or more regular hours actually worked in the previous fiscal year.

Licensed Practical Nurses

- (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional Association) \$150.00 for their dues if they have accumulated 750 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 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, and
 - (v) Educational leave up to 24 months.
- (c) Professional Association College dues means dues paid to those who, at the beginning of the next registration year have active registration with either:
- (i) The College and Association of Registered Nurses of Alberta,
 - (ii) The College of Registered Psychiatric Nurses Association of Alberta, or
 - (iii) The College and Association of Licensed Practical Nurses of Alberta.

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, creed, ancestry, place of origin, source of income, political or religious belief, gender, sexual orientation, family status, physical disability, mental disability 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

- 7.01 (a) Regular hours of work for Full-time Employees shall be:
- (i) 7.75 consecutive hours per day;
 - (ii) 77.5 bi-weekly.
- (b) Regular hours of work shall exclude a half hour lunch period but include two (2) 15 minute coffee breaks per day.
- (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, the Employee shall be paid for such at 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 shall be posted 12 weeks in advance.
 - (b) Notwithstanding Article 7.03(a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Union.
 - (c) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7.

7.03 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.

7.04 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) Shift exchanges shall not be permitted unless the Employees have been provided appropriate orientation.
- (e) Such exchange must not result in additional cost to the Employer, when compared to the Employees' pre-exchange schedule.

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

- (a) at least 15.5 hours off duty between Shifts;
- (b) at least two (2) consecutive days of rest off per week averaged over the Shift schedule period;
- (c) no less than two (2) weekends off in any four (4) week period. "Weekend" shall mean Saturday and the following Sunday assuring a minimum of 56 hours off duty;
- (d) no more than seven (7) consecutive days of work;
- (e) If an Employee is required to change Shifts without receiving 15.5 hours off duty, the Employee shall be entitled to pay at 2X their basic rate for their first tour of duty on the new Shift.
- (f) An Employee scheduled to work any three (3) consecutive weekends shall be entitled to pay at 2X their basic rate for all Shifts worked during the third weekend.
- (g) Where possible there shall be 47.75 hours off duty when changing from night Shift to day Shift.
- (h) Violation of any provision of Article 7.05 shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.
- (i) By mutual agreement the parties can design a rotation where an Employee can work more than two (2) out of four (4) weekends.

7.06 The Shift patterns which may be available are:

- (a) permanent days;
- (b) permanent evenings;

- (c) permanent nights;
 - (d) days and evening;
 - (e) days and nights.
- 7.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various Shifts throughout the 24 hour period of the day and any of the seven (7) days of the week. The first Shift of the working day shall be the one where the majority of hours worked are between 2400 and 0800 hours.
- 7.08 Employees who are required to rotate Shifts shall be assigned day duty approximately 1/3 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 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 0700 and 1500 hours.
- 7.09 A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld. The Employer may require Employees permanently working evenings, nights or both to work blocks of day Shift for the purpose of maintaining proficiency. This is limited to two (2) blocks per year totaling not more than 14 calendar days.
- 7.10
- (a) In the event that an Employee reports for work as scheduled and is then requested by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at the Employee's basic hourly rate of pay.
 - (b) In the event that an Employee is called and required to work, they shall be paid at 2X the Basic Rate of Pay for all hours worked or four (4) hours, whichever is greater.
- 7.11
- (a) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time (M.S.T.), hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate.
 - (b) On the date fixed by said Act for the conversion to Mountain Daylight Time (M.D.T.), the resultant reduction of one (1) hour in the Shift involved shall be effected with the appropriate reduction in earnings.

ARTICLE 8: OVERTIME

8.01 Overtime at the rate of 2X the Employee's basic hourly rate of pay shall be paid to all Employees for:

- (a) all hours worked in excess of 7.75 consecutive hours or on scheduled days of rest;
- (b) all hours worked in excess of 77.5 hours biweekly;
- (c) any hours worked on an eighth and any subsequent consecutive day;

The Employer shall endeavour to minimize the use of compulsory overtime.

8.02 All overtime is to be authorized by the Administrator or delegate, however, in unforeseen circumstances or 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 remunerated at the overtime rate and may be required to justify such overtime to the Administrator or delegate.

8.03 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.

8.04 Upon request an Employee will be provided with the total of their accumulated overtime credits.

8.05 The Employer shall make available overtime forms, which are to be signed with a copy given to the Employee.

8.06 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).

8.07 (a) Where an Employee works mandatory overtime immediately following their Shift and there is not a minimum of eight (8) 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 (8) 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: TRANSPORTATION

9.01 When an Employee is authorized to, or is assigned duties necessitating the use of the Employee's private automobile, reimbursement shall be at the rate of 50.5¢ per kilometer from the Employee's residence to the site and return (or Government of Alberta rates, whichever is greater).

- 9.02 An Employee who normally travels from the site 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 site to the Employee's place of residence.

ARTICLE 10: PROBATIONARY PERIOD AND ORIENTATION

- 10.01 (a) All Employees shall serve a probationary period of 503 hours worked. The probationary period shall commence on the first day of appointment as an Employee. The Employer shall provide an evaluation of each probationary Employee at least once 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.
- 10.02 The period of probation may be reduced or extended at the discretion of the Employer. If the probationary period is to be extended, the Employee and the Union shall be advised prior to the expiration of the probation period. The Employer shall not exercise this discretion unreasonably.
- 10.03 Subject to Article 10.01, 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.
- 10.04 The Employer shall provide a paid orientation period for all new Employees. The Employee's first six (6) 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 six (6) Shifts. Where the Employee will be on rotating Shifts, the first four (4) Shifts shall be day Shifts and the Employee's first two (2) Shifts on evenings and nights shall be under guidance or supervision. The broader orientation to the organization may be provided beyond the aforementioned six (6) Shifts as determined by the Employer.
- 10.05 An Employee, absent for six (6) 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 11: SENIORITY

- 11.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service within 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.

provided there was no break in the Employee's service for longer than six (6) 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 11.01(a).

11.02 Seniority shall be considered in determining:

- (a) assignment of available Shift schedules subject to the provisions of Article 7;
- (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 13;
- (c) layoff and recall subject to the provisions specified in Article 14;
- (d) approval of vacation times.

11.03 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 12 months following layoff during which time the Employee has not been recalled to work;
- (c) if, subject to the provisions of Article 14, an Employee does not return to work on recall.

11.04 **Seniority Lists**

- (a) *Provision of Seniority Lists*

Seniority lists shall be provided by the Employer to the Union:

- (i) within three (3) months of date of signing of this Collective Agreement, and
- (ii) every six (6) months thereafter, and
- (iii) when Employees have been served a notice pursuant to the provisions of Article 14.

(b) *Contents of Seniority Lists*

The Employer shall provide the Union with a list of current Employees indicating their most recent date of hire and employment status as Full-time, Part-time or Casual Employee.

(c) *Correction of Seniority Lists*

The Union may question or grieve any inaccuracy within three (3) 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 11.03;
- (ii) transfer to an excluded position; or
- (iii) transfer to the status of a Casual Employee.

(d) Where an Employee claims previous service under Article 11.01(b)(ii), the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

(e) *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.

11.05 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.

11.06 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 (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 11.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 13, the

Employee's initial Basic Rate of Pay subject to Article 25, vacation entitlement subject to Article 16, sick leave accrual subject to Article 18 or severance.

ARTICLE 12: EVALUATIONS AND PERSONNEL FILE

- 12.01 (a) Each Employee shall receive an evaluation every two (2) years.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- 12.02 (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 shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the evaluation 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. The Employee shall sign their 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 meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 12.03 (a) Not more than once in a calendar year, or when the Employee has filed a grievance, provided an appointment is made at least two (2) working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view their personnel file on request, on-site and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- 12.04 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 13: PROMOTIONS, TRANSFERS & VACANCIES

- 13.01 (a) The Employer shall post notices of vacancies in each site in the bargaining unit not less than seven (7) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) 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.

13.02

- (a) A vacancy resulting from either:
 - (i) the creation of a specific job of limited term exceeding three (3) months' duration; or
 - (ii) a leave of absence granted for a period known to be longer than three (3) months;

shall be posted in accordance with Article 13.01.

- (b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 13.02(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 13.07. 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 13.02(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 28 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 13.01(a).

- (ii) Such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 13.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired.
 - (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.
- 13.03 Applications pursuant to Article 13.01(a) and Article 13.02 shall be made to the Employer in writing.
- 13.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.
- If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who has been in the scope of the bargaining unit the longest.
- 13.05 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) working days of the appointment.
- 13.06 When an Employee is promoted from one (1) 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 they have been promoted.
- 13.07
- (a) The transferred or promoted Employee will be given a trial period of 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 the Employee fail to succeed during the trial period, the Employer shall reinstate the Employee in their 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 to a site suitable to the Employee if possible. If that is not possible, the Employee will be reinstated to their home site if possible. If the foregoing options are not possible, the Employee will be reinstated to the closest possible site to that Employee's home site. 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 13.01 to 13.05 inclusive.
- (e) A reinstatement or placement of an Employee in accordance with Article 13.07(c) shall not be construed as a violation of the scheduling provisions of Article 7.
- (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.

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

13.09 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.

13.10 At time of hire, transfer, change of hours or change of category in accordance with Article 28 all Employees shall receive written notice 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.

Each Employee shall review the written notice and acknowledge it to be correct.

13.11 Decrease or Increase Regular Hours of Work

The parties agree that it may be of mutual benefit to the Employee and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work. Such requests may only be granted once per calendar year. The Employer shall not unreasonably deny such requests.

There will not be a trial period served when decreasing or increasing regular hours.

Decrease 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) Indicate the period of time that the reduction would apply, to a maximum of 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 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 are supernumerary (float Shifts) and 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) Indicate the period of time that the increase would apply, to a maximum of 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 layoff status unless all have refused the work assignment.
 - (j) If more than one (1) request is submitted in the 14 days from the date the original request is received by the Employer, then requests will be granted in order of seniority.
- 13.12 Each Employee shall have only one (1) employment relationship within the bargaining unit with the Employer.
- 13.13 Employees are not permitted to apply for vacancies to add to their existing position.
- 13.14 Employees in any regular position may indicate a willingness to work additional Shifts at any site and Shifts worked will be as a part of their one (1) employment relationship.

ARTICLE 14: LAYOFF AND RECALL

- 14.01 (a) For the purposes of Article 14: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide 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 discuss 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.
- 14.02 **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 not less than 28 calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the not less than 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, 28 calendar days' notice is not required but up to four (4) weeks pay in lieu thereof shall be paid to affected Employees.

14.03 **Order of Layoff**

- (a) Subject to the provisions of Article 14.03(b) and 14.04(a)(iii), layoff shall occur in reverse order of seniority within the same classification.
- (b) Notwithstanding the provisions of Article 14.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 14.03(a) would result in retaining Employees who do not have the ability to perform the work.

14.04 **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 24 months of seniority:
 - (i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work within the same classification; or
 - (ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work within the same classification; or
 - (iii) at the Employee's option, accept layoff with the right of recall.

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 ten (10) consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 17, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 14.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 14.04(a) shall within 72 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 (1) Employee on that unit 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 within the same classification (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 14.03 by serving notice pursuant to Article 14.02.
- (c) Where an Employee with less than 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 within the same classification; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 14.03 by serving notice pursuant to Article 14.02.
- (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.

14.05 **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 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 can 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 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.
- 14.06 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.
- 14.07 **Benefits**
- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 20.01 on behalf of the 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 20.01.
- 14.08 **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, 13.
 - (b) Where an Employee works while on layoff in accordance with Article 14.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
 - (c) Should an Employee be affected pursuant to Article 14.02(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 14.02 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.
- 14.09
- (a) Prior to recalling laid off Employees pursuant to Article 14.05, the Employer shall post notices of vacancies for Regular Full-time and Regular Part-time positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of posting. Employment competitions posted pursuant to Article 14.09(a) shall be limited to Regular Employees.
 - (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 14.05. If unable to temporarily fill the vacancy in accordance with Article 14.05, the Employer may temporarily fill the vacancy in accordance with Article 13.01(b).

- (c) A notice of vacancy shall indicate the position is posted pursuant to Article 14.09.
- (d) Applications pursuant to Article 14.09(a) shall be made to the Employer in writing.
- (e) In making promotions and transfers pursuant to Article 14.09(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 13: Promotions, Transfers and Vacancies.
- (f) Where there is:
 - (i) a vacancy resulting from an appointment under Article 14.09(a), or
 - (ii) when there are no suitable applicants for a vacancy posted under Article 14.09(a),
 recalls shall be carried out in accordance with Article 14.05.
- (g) The name of the Employee appointed pursuant to Article 14.09(e) shall be posted for not less than eight (8) calendar days. All other applicants and the Union shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.

ARTICLE 15: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND PRECEPTOR PAY

15.01 Responsibility Allowance

- (a) When an Employee is assigned the responsibility of overseeing the entire facility (i.e. evening Shift, night Shift, and any weekend Shift) they shall be paid an additional \$2.00 per hour.

15.02 Temporary Assignment

- (a) When an Employee is assigned to replace another Employee in a higher paid classification for one (1) full Shift or longer, the Employee shall be paid an additional amount equal to the differential between the Employee's current rate of pay and the equivalent step for the more senior classification in which the Employee is relieving.
- (b) 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 \$2.00 per hour.

15.03 **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, Registered Psychiatric Nurse, or a Licensed Practical Nurse assigned by the Employer as a preceptor shall receive an additional 65¢ per hour.
- (c) “Preceptor” shall mean a Registered Nurse, Registered Psychiatric Nurse or a Licensed Practical Nurse who is assigned to supervise, educate or evaluate students.

ARTICLE 16: VACATIONS WITH PAY

16.01 **Definitions**

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the 12 month period commencing on the first day of January in each calendar year and concluding on the last day of December

16.02 **Vacation Entitlement**

During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay. Vacation rate changes will be effective the first pay period after the Employee completes the required length of service. The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:

- (a) *Employees with One (1) or More Years of Service*

Provided that any more favourable or beneficial vacation entitlement which applied to existing Employees in these positions prior to the effective date of this Collective Agreement shall be preserved and continued in effect:

- (i) during the 1st to 4th year of such employment, an Employee earns a vacation of 15 working days;
- (ii) during each of the 5th to 9th years of employment, an Employee earns a vacation of 20 working days;
- (iii) during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year.

(iv) during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 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 1st day of January 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 12 months.

(c) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional five (5) workdays vacation with pay.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional five (5) workdays vacation with pay.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional five (5) workdays vacation with pay.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional five (5) workdays vacation with pay.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional five (5) workdays vacation with pay.

16.03 **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 March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April

30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority 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 April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.
- (b) Notwithstanding Article 16.03(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) A Full-time or Part-time Employee shall have the right to utilize vacation credits 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 16.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
 - (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 their 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 their vacation cancelled by the Employer shall be paid 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.

16.04 **Vacation Pay on Termination**

- (a) Employees who resign their employment shall be paid, within the ten (10) days after expiration of the next regular pay period. The amount to be paid shall be 6%, 8%, 10%, or 12% whichever is applicable of the total gross basic hourly earnings on which vacation pay has not previously been paid.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee 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.

16.05 An Employee who is absent from work due to illness or injury shall accrue vacation pay or entitlements in accordance with Article 16.02 for:

- (a) periods during which the Employee is in receipt of sick leave pursuant to Article 18.03;
- (b) periods during which the Employee is in receipt of Workers' Compensation benefits for the first 24 months of such absence.

ARTICLE 17: NAMED HOLIDAYS

17.01 (a) Full-time Employees shall be eligible to receive a day off with pay 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 Day	National Day of Truth & 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

Further, 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.

17.02 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.
- 17.03 (a) Except as specified in Article 18.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1 1/2X 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.
- (b) An Employee obliged to work on Christmas Day shall be paid for all hours worked on the Named Holiday at 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 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.
- (d) In addition to an alternate day off, an 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.
- 17.04 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 17.03 above.
- 17.05 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 17.03.

- 17.06 (a) 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 (1) 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 17.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they 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 17.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (d) 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 18: SICK LEAVE

- 18.01 (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.
- 18.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 1 1/2 working days for each full month of employment up to a maximum credit of 120 working days.
- 18.03 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 days 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.
- 18.04 Employees may be required to submit satisfactory proof to the Employer 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.
- 18.05 (a) When an Employee has accrued the maximum sick leave credits of 120 working days, 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.

- 18.06 Should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.
- 18.07 An Employee who exhausts sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay for the duration of the illness or up to 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 Layoff and Recall provisions of this Collective Agreement.
- 18.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of their accrued sick leave credits.
- 18.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 18.10 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 18.11 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: Hours of Work and Scheduling Provisions, 14: Promotions, Transfers & Vacancies, and 37: Extended Work Day.

ARTICLE 19: WORKERS' COMPENSATION

- 19.01 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 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 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 18.07(b).

19.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (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 reinstate 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 28 days written notice of the Employee's readiness to return to work. The Employer shall then reinstate 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 18 or 20.
- (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.

19.03 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 13.

19.04 In reinstating an Employee under Article 19.02(b), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee, if possible.

ARTICLE 20: EMPLOYEES BENEFIT PLAN

20.01 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) Alberta Blue Cross Supplementary Benefits Plan, or equivalent, which provides 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 80% of eligible Basic Services; 50% of eligible Extensive Services, and 50% of eligible Orthodontic Services, in accordance with the current Alberta Blue Cross Dental Fee Guide or equivalent. A maximum annual reimbursement of \$2,500 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$2,500 per insured person.
- (iv) Short-term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 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 14 calendar day elimination period, the Short-term Disability shall commence on the 15th day following the commencement of non-hospitalized sickness);
- (v) Long-term Disability (LTD);
- (vi) Vision Care (\$450/every 2 years).

20.02 Enrolment by:

- (a) Regular and Temporary Full-time Employees
- (b) Regular and Temporary Part-time Employees, whose regular hours of work exceed 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.

20.03 The premium costs shall be shared 70% by the Employer and 30% by the Employee.

The premium costs shall be shared 70% by the Employer and 30% by the Employee for all benefits except those listed in Article 20.01(c)(iv). Premiums for Article 20.01(c)(iv), shall be 100% Employee paid.

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

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

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

ARTICLE 21: LEAVES OF ABSENCE

21.01 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.

21.02 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.

21.03 Maternity Leave

- (a) An Employee who has completed their probationary period shall, upon written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that they commence maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave. Maternity leave shall not exceed 12 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other

benefits that accrued to the Employee up to the date the Employee commenced leave.

21.04 **Adoption/Parental Leave**

- (a) An Employee who has completed the probationary period shall, upon written request, be granted leave without pay and benefits for up to 12 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by the Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence parental leave with one (1) days' notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.

21.05 **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 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.

21.06 **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 Employer's employment with the Employer, the Employer 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.

21.07 **Special Leave**

- (a) If an Employee is unable to work as the result of illness in the immediate family requiring the Employee's personal attention, the Employee shall inform the Employer of such and shall use a vacation day, unpaid leave of absence or banked overtime for the hours not worked. Such absence from work shall not exceed four (4) calendar days per year. The Employee may be required to submit satisfactory proof of illness.
- (b) *Terminal Care Leave*

An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period up to six (6) months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave in accordance with Article 21.07(a) and (b).

21.08 **Military Leave**

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay and benefits.

21.09 Leave for Public Affairs

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and benefits so that a Regular Employee may be a candidate in federal, provincial or municipal elections at the time the election writ is dropped.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.

21.10 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 12 months.

21.11 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.

21.12 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 date of departure on leave and the date of return.
- (b) Except as provided in Article 21.12(c), where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 20, 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) During an Employee's leave of absence, 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.
- (h) In reinstating an Employee under Articles 21.03(c) or 21.04(a), the Employer will consult with the Employee over possible suitable placements.

ARTICLE 22: DISCIPLINE, DISMISSAL AND RESIGNATION

- 22.01 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.
- 22.02 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.
- 22.03 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.
- 22.04 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, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 22.05 The procedures stated in Articles 22.01, 22.02 and 22.03 do not prevent immediate suspension or dismissal for just cause.
- 22.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 22.07 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 22.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 22.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 22.10 14 calendar days' notice in writing, shall be given by an Employee who resigns.

ARTICLE 23: NO STRIKE OR LOCKOUT

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

ARTICLE 24: SALARIES

- 24.01 Basic hourly salary scales and increments as set out in the Salaries Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.
- 24.02 (A) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:
- (a) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing their registration examinations or the Employee's most recent date of employment, whichever is later; and
 - (b) in all other cases, a nurse who is not registered on their date of employment and who subsequently is successful in obtaining registration

shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.

- (B) Upon becoming registered by the College and Association of Registered Nurses of Alberta a Temporary Permit Holder:
- (a) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB), or one who has satisfied CARNA that the Employee has completed a training program equivalent to a NEPAB-approved nursing education program:
 - (i) if within 12 weeks of successfully writing the Employee's professional registration examination applies for and is granted registration, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration examination, or from the Employee's most recent date of employment, whichever is later; or
 - (ii) if beyond the 12 week timeline in (i) above, then from the date that proof of registration is provided, shall be paid the rate applicable to a Registered Nurse.
 - (b) A Temporary Restricted Permit Holder who qualifies for a Temporary Permit pursuant to the Health Professions Act, and Regulations and who subsequently qualifies to have their name entered into the register of Registered Nurses:
 - (i) if within 12 weeks of successfully writing the examination applies for and is granted registration, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration examination or the Employee's most recent date of employment, whichever is later; or
 - (ii) if beyond the 12 week timeline in (i) above, then from the date that proof of registration is provided, shall be paid the rate applicable to a Registered Nurse.
 - (c) In all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the Nursing Profession Act, and who subsequently qualifies to have their name entered into the register of Registered Nurses:
 - (i) if within 12 weeks of successfully writing the Employee's professional registration examination applies for and is granted

registration, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration examination, or from the Employee's most recent date of employment, whichever is later; or

- (ii) if beyond the 12 week timeline in (i) above, then from the date that proof of registration is provided, shall be paid the rate applicable to a Registered Nurse.

(C) Upon becoming registered by the College of Licensed Practical Nurses of Alberta, a Temporary Registrant:

- (a) if newly graduated from an approved program in Alberta having completed a basic education program or one who has satisfied the Council of the College of Licensed Practical Nurses of Alberta that the Employee has completed a training program substantially equivalent to the program offered by an approved school in Alberta, shall be paid the rate applicable to a nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and
- (b) in all other cases, a Temporary Registrant who has applied for issuance of an annual certificate pursuant to the Health Professions Act, and who subsequently qualifies to have their name entered into the register of the College of Licensed Practical Nurses of Alberta, shall be paid, for time worked after their most recent date of employment, at the rate applicable to a nurse. Such payment will be retroactive to the date the temporary permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

24.03 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.

24.04 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.

- 24.05 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.
- 24.06 (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. 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.
- 24.07 If, due to Employer error, an Employee is underpaid \$100.00 or more, the Employer will provide the Employee with a manual cheque within five (5) business days of the Employer being so notified.

ARTICLE 25: RECOGNITION OF PREVIOUS EXPERIENCE

- 25.01 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, Registered Psychiatric Nurse or Licensed Practical Nurse has completed a nursing refresher course within the past 12 months, the Employer will recognize experience that is more than five (5) years old.
- 25.02 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 26: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

26.01 Shift Differential

- (a) A Shift differential of \$2.75 per hour shall be paid:
- (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or
- (ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one (1) hour is worked between 1500 hours and 2300 hours.

- (iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.
 - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.
- (b) A Shift differential of \$5.00 per hour shall be paid:
- (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.
- (c) No Employee shall receive payment under Article 28.01(a) and 28.01(b) concurrently.

26.02 **Weekend Premium**

A weekend premium of \$3.25 per hour shall be paid:

- (a) to Employees working a Shift wherein the majority of such Shift falls within a 64 hour period commencing at 1500 hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one (1) hour is worked within a 64 hour period commencing at 1500 hours on a Friday.
- (c) to Employees working all overtime hours which fall within the 64 hour period commencing at 1500 hours on a Friday.
- (d) Notwithstanding (b) above, for Employees working a regular Shift that concludes between 1500 hours and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

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

ARTICLE 27: RETIREMENT PLAN

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

- 27.02 Regular Employees who work 15.5 hours or more per week in a cycle of the Shift schedule are eligible to participate in the RRSP.
- 27.03 New Regular Full-time Employees must complete six (6) months of employment before participating in the RRSP. New Regular Part-time Employees must complete 1007.5 hours of work before participating in the RRSP.
- 27.04 Employees may contribute up to 5% of their earnings to the RRSP. The Employer will match Employee contributions to the RRSP to a maximum of 5%.

ARTICLE 28: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

- 28.01 Except as specifically provided by this Article, the provisions of this Agreement shall apply to Part-time and Casual Employees except that Articles 7.01(a), 7.02, 7.03, 7.05, 7.06, 7.07, 7.08, 7.09, 7.10(b), 13, 15, 16, 17, 19 and 20 shall have no application to Casual Employees.
- 28.02 (a) Part-time Employees shall be entitled to receive vacation time provisions (with pay) on the same basis as Full-time Employees subject to (c) and (d) below.
- (b) Amend Article 16.05 to read:
- 16.05 (a) The following hours will be recognized for the purposes of determining vacation pay or entitlement:
- (i) hours paid at the basic hourly rate of pay, inclusive of periods of sick leave with pay;
- (ii) hours worked and paid in accordance with Article 8.01(a); and,
- (iii) hours worked on a Named Holiday to a maximum of 7.75 hours.
- (iv) periods during which the Employee is in receipt of Workers' Compensation benefits for the first 24 months of such absence.
- (c) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay. The rate at which such entitlement is earned shall be governed by the total length of such service as follows:
- (d) Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{l} \text{Hours specified in} \\ \text{Article 30.02 (b)} \end{array} \times \begin{array}{l} \text{The applicable \%} \\ \text{outlined in} \\ \text{Article 30.02 (d).} \end{array} = \begin{array}{l} \text{Number of hours of paid} \\ \text{vacation to be taken in} \\ \text{the next following} \end{array}$$

vacation year

- (i) 6% during the 1st employment year to the 4th year;
- (ii) 8% during the 5th to 9th employment years;
- (iii) 10% during the 10th to 19th employment years;
- (iv) 12% during the 20th and subsequent employment years.

28.03 Casual Employees shall be paid on each pay cheque, in addition to their Basic Rate of Pay, a sum equal to:

- (a) 6% of their regular earnings during the 1st to 4th year of employment;
- (b) 8% of their regular earnings during each of the 5th to 9th employment years;
- (c) 10% of their regular earnings during 10th to 19th employment years;
- (d) 12% of their regular earnings during the 20th and subsequent employment years.

28.04 In lieu of Named Holidays, Part-time and Casual Employees will be paid 4.4% of Employer paid hours in each bi-weekly period.

- (a) A Part-time or Casual Employee obliged to work on a Named Holiday shall be paid all hours worked on the Named Holiday at 1 1/2X their Basic Rate of Pay for work performed up to 7.75 hours.
- (b) A Part-time or 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 August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

28.05 Part-time and Casual Employees shall be entitled to the basic hourly rates and increments as specified in Articles 24.01 and 24.03.

28.06 (a) At time of hire or transfer, or for Employees employed prior to the date of execution of this Collective Agreement, within 60 days of that date, the Employer shall state, in writing, a specific number of hours per Shift and Shifts per week 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 operation of the provisions of this Collective Agreement.

- (b) For Employees employed prior to the date of execution of this Collective Agreement, the statement referred to in Article 29.06(a) shall be the letters of hire as agreed to between the Employer and Union.
 - (c) The above-noted letters of hire and terms contained therein shall not be amended except through the operation of Articles 13 or 14 of this Collective Agreement.
- 28.07 Subject to the efficient operations of the facility, the Employer shall endeavour to equitably distribute Shifts available to Casual Employees.
- 28.08 Part-time and Casual Employees shall be entitled to an additional increment on the completion of the 2022.75 paid hours.
- For the purposes of calculation of the salary increment, paid hours shall include sick time, vacation time, paid leaves of absence, absences for Union business, education leave, and time while in receipt of Workers' Compensation benefits.
- 28.09 **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 14: Layoff and Recall.
 - (b) 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 letter of hire as specified in Article 13.10 shall also 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 13.02, if so eligible, or termination of employment pursuant to Article 28.09(b).
- 28.10 For Part-time Employees, at least two (2) days per week shall be designated as scheduled days of rest.
- 28.11 Article 28.10 notwithstanding, when the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on their scheduled day of rest, they shall be paid at the rate of 2X their basic hourly rate of pay for all hours worked.

ARTICLE 29: COPIES OF COLLECTIVE AGREEMENT

- 29.01 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.
- 29.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon hiring.

ARTICLE 30: GRIEVANCE PROCEDURE

30.01 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 31 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 31 shall be sufficient if delivered to the General Manager or their designate. A copy of the written grievance shall be submitted to the Director, 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.

30.02 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 17.
- (b) Time limits may be extended by mutual agreement in writing.

30.03 Dispute Between the Employer and the Employee(s)

- (a) *Step 1 (Immediate Supervisor & Employee – Initial Discussion)*

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 (Director of Care - Submission of Grievance)*

The grievance shall be submitted in writing to the Director of Care or their designate, with a copy of the grievance sent to the Employee's immediate supervisor, within ten (10) 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 decision of the Employer shall be

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

(c) *Step 3 (Resolution Meeting)*

The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted at Step 2. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. If the grievance is not resolved at the Step 3 meeting, the Employer shall communicate its final decision, in writing to the Union within ten (10) days of the meeting. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two (2) working days of the meeting.

(d) *Step 4 (Arbitration)*

If the decision of the Employer 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 from the Employer.

- (e) If 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.

30.04 **Disputes Between the Parties: Group, Policy and Employer Grievances**

- (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 by the Union or the Employer, in writing, to the General Manager and Director Human Resources and Local Union President, by a representative of the aggrieved party within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

30.05 **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 (1) 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.

30.06 **Mediation**

- (a) Following attempts to resolve the dispute at Steps 1, 2 or 3, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.
 - (i) The mediator shall, within ten (10) calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
 - (iii) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
 - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- (b) The timelines specified at each step of the grievance and Arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
- (c) The expenses of the mediator shall be borne equally by both parties.

ARTICLE 31: ARBITRATION

- 31.01 Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing to its intention to do so; and
- (a) name its appointee to the Arbitration Board; or
 - (b) state its desire to meet to consider the appointment of a single arbitrator.
- 31.02 Within seven (7) days after receipt of notification provided for in Article 31.01 above, the party receiving such notice shall:
- (a) inform the other party of the name of its appointee to an Arbitration Board; or

- (b) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.
- 31.03 Where appointees to a Board have been named by the parties, they shall, within seven (7) days, endeavour to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.
- 31.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within 21 days and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 14 days after the completion of the hearing.
- 31.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.
- 31.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator or Board may substitute any penalty for the discharge or discipline that to the arbitrator or Board seems just and reasonable in all the circumstances.
- 31.07 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- 31.08 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 31.09 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 17.

ARTICLE 32: OCCUPATIONAL HEALTH & SAFETY

- 32.01 (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include other Employees. This Committee shall meet once a month or as often as deemed necessary by the Committee, and in addition shall meet within ten (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.

- (b) Minutes of each meeting shall be taken and posted.
 - (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
 - (d) The Occupational Health & Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
 - (e) Should the recommendations not be implemented or adequate steps taken towards implementation within 45 calendar days from the date the recommendation is made, the Union 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 Union within 14 calendar days of the presentation by the Union.
- 32.02 (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 Occupational Health and Safety Committee.
- 32.03 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.
- 34.04 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.
- 32.05 (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Occupational Health & Safety Committee.
- (b) There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Occupational Health and Safety Committee. Signs shall be posted in public areas to give notification of this.
- 32.06 If an issue arises regarding occupational health or safety, the Employee or the Union 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 to the Occupational Health and Safety Committee in the form of a written complaint.

ARTICLE 33: PROFESSIONAL DEVELOPMENT

33.01 (a) The parties to this Collective Agreement recognize the value of continuing professional development 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 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) and shall include an in-service on prevention and management of staff abuse.

33.03 Professional Development Days

Upon request, each Employee shall be granted at least three (3) professional development days annually, 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 Nursing Journals

The Employer shall make available at each site no fewer than five (5) current nursing journals.

33.05 Travel

Employees who are required by the Employer to attend staff development activities shall be reimbursed for required transportation, subsistence, course material and registration fees and shall be paid at the applicable rate of pay.

ARTICLE 34: PROFESSIONAL RESPONSIBILITY

- 34.01 (a) A Professional Responsibility Committee shall be established with up to four (4) Employees elected by the Union and up to four (4) representatives of the Employer. A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ten (10) days of receiving a written complaint regarding patient/resident/client care. A request to establish separate committees for each site or a grouping of sites shall not be unreasonably denied.
- (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 including staffing issues.
- (e) Where a complaint is specific to one (1) ward or unit, the Employee or 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 an item 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 their complaint to the governing Board. The

governing Board 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 30 days from the original discussion of the particular staffing issue(s).
- 34.02 An Employee attending Professional Responsibility Committee meetings shall be paid their Basic Rate of Pay for such attendance.

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: JOB DESCRIPTION

- 36.01 For each nursing position in the bargaining unit, the Employer shall prepare a job description. Copies of such descriptions shall be on hand 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 37: COMMITTEE PARTICIPATION

- 37.01 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 applicable rate of pay for attendance at such meetings. Employees on leave shall receive their Basic Rate of Pay.

ARTICLE 38: SUBSISTENCE

- 38.01 Employees who are required to travel beyond a 50 kilometres radius from their home site or 50 kilometres from their normal work area (where that work area exceeds a 50 kilometer radius from their home site) on business authorized by the Employer shall be reimbursed for expenses incurred as shown below, or in accordance with the Province of Alberta Regulations Governing Travel and Subsistence or Employer Policy, whichever is higher.

- (a) **Meals**

Breakfast	\$ 8.80
Lunch	\$11.10

Supper \$19.85

Reimbursement for meals may be claimed as follows:

- (i) Breakfast, if the time of departure is earlier or the time of return is later than 0730 hours, or
- (ii) Lunch, if the time of departure is earlier or the time of return is later than 1300 hours, or
- (iii) Dinner, if the time of departure is earlier or the time of return is later than 1830 hours.

(b) **Per Diem Allowance**

A per diem allowance of \$6.00 may be claimed for each 24 hour period while away from home.

(c) **Accommodation**

Where an Employee requires overnight accommodations in conducting required or authorized Employer business, the Employee may claim reimbursement as follows:

- (i) Full reimbursement for approved hotel or motel accommodation upon the provision of a receipt.
- (ii) Where no accommodation receipt is produced, a flat rate of \$16.50 may be claimed in lieu of the allowance claimable under sub-section (i).

(d) **Miscellaneous Travel Costs**

- (i) Where it is necessary to use taxis or other transportation for travel on Employer business, the incurred costs shall be reimbursed by the Employer upon submission of receipts.
- (ii) Parking charges incurred while on Employer business shall be reimbursed upon submission of receipts.

ARTICLE 39: EDUCATIONAL ALLOWANCES

39.01 (a) For the purpose of establishing an Employee’s Basic Rate of Pay, the Employer will recognize courses, diplomas and degrees relevant to exclusive nursing practice offered by bona fide post-secondary educational institutions.

	Hourly
Gerontology Certificate	\$0.70
Baccalaureate Degree	\$1.25

Master's Degree \$1.50

Qualifying Employees are eligible for one of the above allowances.

- (b) An educational allowance for Baccalaureate Degree pursuant to Article 39.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:
 - (i) a Nursing Baccalaureate Degree program recognized:
 - (A) by the Nursing Education Program Advisory Board (NEPAB); or
 - (B) by CARNA as being a training program substantially equivalent to a NEPAB-approved Baccalaureate Degree program; or
 - (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the International Qualifications Assessment Service.
- 39.02 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer, or from the date of hire, whichever is the later.

ARTICLE 40: COMPENSATION OVERPAYMENTS

The parties agree to the following:

- 40.01 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 underpayment of premiums which arise as a result of administrative, process or system error.
- 40.02 It is agreed that it is in the Employee's best interest to immediately advise the Employer of the overpayment. The overpayment amount will have to be reimbursed.
- 40.03 Employers are entitled to recover overpayments from Employees' earnings according to the following procedures:
 - (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 "Notice of Compensation Overpayment" form.
 - (b) If possible, the notice should be given to the Employee in person and the recovery process explained to the Employee.
 - (i) If the overpayment is less than or equal to \$100.00, the whole amount will be deducted from the Employee's next pay.
 - (ii) If the overpayment is greater than \$100.00, the amount will be recovered in three (3) equal deductions from the Employee's next three (3) pays.

- (iii) Other mutually agreeable recovery methods may be discussed.

ATTACHMENT A

OVERPAYMENT RECOVERY NOTICE		
NAME:		
EMPLOYEE NUMBER:	DATE:	
Part 1: An overpayment in the amount of \$ _____ has been identified as a result of the following circumstances:		
Company Representative:	Date:	Phone #:
Part 2: RECOVERY PLAN		
Employee Signature:	Date:	
Employer Signature:	Date:	
<p>**If an Employee disputes the validity of the overpayment, the Employee has a right to grieve. **</p>		
<p>cc: UNA</p>		

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

**Certified Graduate Nurse
Graduate Nurse – Temporary Permit Holder
Graduate Psychiatric Nurse**

	Year 1	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

**CARNA Restricted Temporary Permit Holder
Undergraduate Nurse**

Current	\$27.68
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Licensed Practical Nurse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Current	\$26.45	\$27.60	\$28.70	\$29.82	\$30.94	\$32.07	\$33.30	\$34.63	

LETTER OF UNDERSTANDING

BETWEEN

**AGECARE INVESTMENTS LTD. (BEVERLY MIDNAPORE)
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

AND

**THE UNITED NURSES OF ALBERTA, LOCAL #406
(HEREINAFTER REFERRED TO AS THE "UNION")**

RE: 2021 SIGNING BONUS

1. Signing Bonus
 - (a) The \$1400 amount of the lump sum is for Regular and Temporary Full-Time Employees.
 - (b) For Part-Time and Casual Employees, the \$1400 amount is to be prorated based on the proportion of their regular hours actually worked between September 1, 2020 and August 31, 2021 to the full-time hours of work at their home site, to a maximum of \$2,500.
 - (c) For the purposes of this Letter of Understanding, "*regular hours actually worked*" includes:
 - (i) Leaves of absence for Union and Local business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Workers' Compensation; and
 - (v) Educational leave up to 24 months.
 - (d) The Employee's status shall be based on their status on the date of ratification.
 - (e) All amounts are subject to applicable deductions.
 - (f) Such lump sum payments shall not be pensionable.
 - (g) The Employer shall pay the lump sum within 90 days from the date of ratification of the Collective Agreement.

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

AGECARE INVESTMENTS LTD - BCLM
(Employer)

UNITED NURSES OF ALBERTA – LOCAL #406
(Union)

Date: _____

Date: _____