

**COLLECTIVE AGREEMENT**

**BETWEEN**

**AGECARE INVESTMENTS LTD. (VALLEYVIEW)**

**AND**

**THE UNITED NURSES OF ALBERTA  
LOCAL #137**

**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. (Valleyview)  
(hereinafter referred to as the “Employer”)**

**AND**

**THE UNITED NURSES OF ALBERTA LOCAL #137  
(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 nurses;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

**ARTICLE 1: TERM OF THE 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 submission of a written application to the Employer within 90 calendar days of the signing of the Agreement.

**ARTICLE 2: DEFINITIONS**

- 2.01 “Arbitration” shall take meaning from the section of the Labour Relations Code dealing with the resolution of a difference.
- 2.02 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salary Appendix inclusive of educational allowances 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: Hours of Work and Scheduling Provisions;
    - (ii) “Part-time Employee” is one who is hired to work for scheduled Shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.
  - (b) “Casual Employee” is one who:
    - (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 30.06(a)(i); or
    - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
    - (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
  - (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
    - (i) for a specific job of more than three (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 the operation and management of the Facility.
- 2.05 (a) “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act*.
- (b) “Graduate Nurse – 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*.
- (c) “Graduate Psychiatric Nurse” means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act*.
- (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.06 “Facility” means each individual site operated by the Employer that is covered by the Collective Agreement.
- 2.07 “Registered Nurse” means a person who has been issued a certificate of registration as a Registered Nurse pursuant to the *Health Professions Act*, and who holds an annual certificate.
- 2.08 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a Registered Psychiatric Nurse pursuant to the *Health Professions Act*, and who holds an annual certificate.
- 2.09 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.10 “Union” shall mean the United Nurses of Alberta Local #137 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 15<sup>th</sup> 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) Unit (where applicable);
  - (vii) Site;
  - (viii) Address;
  - (ix) Basic Rate of Pay;
  - (x) Long-term absence status (where applicable).

and, unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire. Long-term absences shall mean any absence exceeding six (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. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which patient/resident/client care is provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. 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 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. For such leave, upon request:
- (i) pension contributions shall continue uninterrupted; and
- (ii) a repayment plan for the Employee share of contribution shall be established.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a 15% administration fee.

## **ARTICLE 6: NO DISCRIMINATION**

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, 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 AND SCHEDULING PROVISIONS

- 7.01 (a) Except as provided in the Letter of Understanding re: Hours of Work and Increment Accrual, the parties' current agreement to implement a system employing extended working days and resultant compressed work week may be terminated by either party providing to the other party 12 weeks' notice in writing of such intent.
- (b) Where the parties to this Collective Agreement agree to reinstate extended working days and resultant compressed work week, they shall evidence such agreement by signing a document indicating the applicable positions.
- Such list may be amended from time to time by agreement of the parties.
- (c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within 10 days of the change.

### 7.02 *7.75 Hour Work Day*

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (i) 7.75 consecutive hours per day;
  - (ii) 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of 7.75 hours; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and
  - (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

- (c) The Shift patterns which may be available are:
- (i) Days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation);
  - (ii) Permanent days;
  - (iii) Permanent evenings (only by request of Employee, or in response to a vacancy posted in accordance with Article 14);
  - (iv) Permanent nights (only by request of Employee, or in response to a vacancy posted in accordance with Article 14);
  - (v) Evenings and days rotation;
  - (vi) Nights and evenings (only by request of Employee, or in response to a vacancy posted in accordance with Article 14);
  - (vii) Nights and days rotation.
- (d) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld, but the Employer may require an Employee working permanent evenings or permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totalling not more than 14 calendar days per year.
- (e) Unless otherwise agreed in writing by the Union and the Employer, Employees working Shift patterns (c)(i), (v) and (vii), shall be assigned day duty at least 2/5 of the time during the Shift cycle. 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. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. 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 hours and 1500 hours.
- (f) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 15.5 hours off duty between Shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) days of rest on 1/2 of the weekends averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends.

“Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty;

- (iv) not more than six (6) consecutive scheduled days of work.
- (g) Two (2) optional scheduling systems are available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the relevant provisions of Article 7.03(f) shall be amended as follows:

***OPTION I***

- 7.03 (f) (i) at least 15.5 hours off duty between Shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on alternate weekends. One (1) weekend in each four (4) week period shall be an extended weekend. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, and “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty;
- (iv) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four (4) week cycle.

***OPTION II***

- 7.03 (f) (i) at least 15.5 hours off duty between Shifts;
- (ii) at least two (2) consecutive days of rest;
- (iii) days of rest on three (3) weekends in a six (6) week period, one (1) of which shall be an extended weekend. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, and “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty;
- (iv) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six (6) week cycle.

- (h) Notwithstanding Article 7.03(g), in the event that the parties wish to implement additional optional scheduling systems, a new scheduling system may be mutually agreed to in writing between the Employer and the Union.
- (i) Violation of any provision of Article 7.02(f) or 7.02(g) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8 for all regular hours worked during the period of violation.

7.03 *11.08 Hour Extended Work Day*

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall:
  - (i) be a consecutive time period of 11.08 hours per day;
  - (ii) be 36.93 hours per week averaged over one (1) complete Cycle of the Shift Schedule;
  - (iii) except where overtime is necessitated, maximum in-facility hours shall not exceed 12.25 hours per day, as determined by the start and finish times of the Shift.”
- (b) Regular hours of work shall be deemed to:
  - (i) include as scheduled by the Employer, three (3) rest periods of 15 minutes during each full working Shift; and
  - (ii) exclude, as scheduled by the Employer, two (2) meal periods of 30 or 35 minutes each, the alternative to be applied by the Employer. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer;
  - (iii) except that such meal periods shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.”
- (c) The Shift patterns which may be available are:
  - (i) Permanent days;
  - (ii) Permanent nights (only by request of Employee);
  - (iii) Nights and days rotation.

The Employer shall endeavour to minimize the assignment of different Shift patterns between designated days of rest, where Employees are working a Shift pattern 7.03(c)(iii) which begins with night Shifts. Where possible, there shall be at least 47.75 hours off duty between a night Shift to day Shift change.

- (d) A request by an Employee to work permanent nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totalling not more than 14 calendar days per year.
- (e) Employees who are required to rotate Shifts, shall be assigned day duty 1/2 of the time during the Shift cycle, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such Shift as may be necessary. For the purpose of applying the foregoing, an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday, that would have, except for such absence, been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. 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 hours and 1500 hours.
- (f) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
  - (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
  - (ii) at least two (2) consecutive days of rest per week; and
  - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
  - (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.
  - (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.
- (g) Violation of any provision of Article 7.03(f) 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."

#### 7.04 Meal Breaks

- (a) 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, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.

- (b) If an Employee is recalled to duty during their meal period or rest period the Employee shall be given a full meal period or rest period later in the Employee's Shift, or, where that is not possible, be paid for the meal period or rest period as follows:
  - (i) for a rest period, at the overtime rate, in accordance with Article 8 rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.04(a), at the overtime rate, in accordance with Article 8 rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, the overtime rate, in accordance with Article 8.

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

7.06 *Shift Schedules*

- (a) Employees 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 the seven (7) days of the week. The first Shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.
- (b) "Days of Rest" for a Full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7.
- (c) The Employer, in scheduling Shifts, shall take into consideration an Employee's request for certain Shift schedules, subject to the requirements of Article 7.06(a).

7.07 *Schedule Posting*

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

7.08 *Schedule Changes*

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

7.09 *Employee Shift Exchange*

- (a) Employees may exchange Shifts among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employees' immediate supervisor; and
  - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing.
- (b) Such exchange shall be recorded on the Shift schedule.
- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
- (d) Such exchange must not result in additional cost to the Employer, when compared to the Employees' pre-exchanged schedule.

7.10 *Reporting Pay*

In the event that an Employee reports for work as scheduled and prior to the commencement of the Shift, is requested by the Employer to leave and report for a later Shift, the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's Basic Rate of Pay.

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

**ARTICLE 8: OVERTIME**

8.01 (a) Overtime is all time authorized by the Employer and worked by the Employee in excess of the regularly scheduled daily hours specified in Article 7.02 or 7.03, whichever is applicable, or on scheduled days of rest.

(b) The Employer shall designate an individual on the Facility premises who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

(c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31 and shall not be unreasonably denied.

(d) The Employer shall provide, on each nursing unit, overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.

8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.

8.04 The Employer shall endeavour to minimize the use of mandatory overtime.

8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.02(b) or 7.03(b), as applicable.

8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.

- 8.07 (a) Where an Employee works overtime immediately following 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: ON-CALL DUTY/CALL BACK**

### **9.01 On-Call**

The words "on-call duty" shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to report for duty.

### **9.02 On-Call Regulations**

- (a) (i) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee's supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. The duty roster for "on-call duty" shall be posted in advance for the period specified in Article 7.07.
- (ii) If, in the course of a posted on-call duty roster, the Employer changes an Employee's on-call period, the Employee shall be paid at 2X the on-call rate for all hours in the first period of on-call affected by the change unless 14 days notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.
- (b) The Employer shall endeavor to avoid placing an Employee on-call on the evening prior to vacation or the evening prior to an approved leave of absence or on the evening prior to or during scheduled off duty days.
- (c) Where there are Employees working at the Facility on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day.
- (d) Except with mutual agreement between the Employer and the Employee, no Employee shall be assigned on-call duty for:
- (i) more than seven (7) consecutive days;

- (ii) more than 72 consecutive hours;
- (iii) where possible, not more than one (1) weekend in four (4), or in any event no more than two (2) weekends in a five (5) week period.

### 9.03 **On-Call Pay**

The Employer shall pay \$3.30 per hour to an Employee who is assigned on-call duty on a regular work day, and \$4.50 per hour to an Employee who is assigned on-call duty on their days of rest or Named Holiday.

### 9.04 **Call Back Pay**

- (a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate.
- (b) When a Regular or Temporary Employee who has not been assigned "on-call duty", is called and required to report for work, the Employee shall be deemed to be working overtime and shall be paid for all hours worked or for three (3) hours, whichever is the longer, at the overtime rate.

9.05 When an Employee is required to be on-call the Employee shall be supplied with a paging device at no cost. The paging device shall remain the property of the Employer.

9.06 Call-back compensation may be taken in pay or in time off in accordance with the provisions of Article 8.01.

- 9.07 (a) Where an Employee works pursuant to this Article 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.

### 9.08 **Telephone Consultation**

When an Employee, who has been assigned on-call duty, is consulted by telephone and is authorized to handle patient/resident/client matters without returning to the workplace, such Employee shall be paid at the overtime rate for the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period. If telephone consultation has been provided by the Employee and the total accumulated time spent on such telephone consultation(s) and

corresponding required documentation, during the on-call period, is less than 30 minutes, the Employee shall be compensated at the overtime rate for 30 minutes.

#### **ARTICLE 10: TRANSPORTATION**

- 10.01 An Employee who normally travels from the Facility to the Employee's place of residence by means of public transportation following the completion of the Employee's Shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular Shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Facility to the Employee's place of residence. If the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of 44¢ per kilometre from the Employee's residence to the site and return (or higher if the AgeCare travel policy prescribes a higher amount).
- 10.02 When an Employee is assigned duties necessitating the use of the Employee's private automobile they shall be reimbursed pursuant to Article 10.01 and for other reasonable expenses related to the use of the Employee's private automobile while performing those assigned duties.

#### **ARTICLE 11: PROBATIONARY PERIOD**

- 11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of their probationary period.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 11.02 Subject to Article 11.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first five (5) Shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned five (5) 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 five (5) Shifts as determined by the Employer.

- 11.04 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 12: SENIORITY**

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service in the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:
- (i) service as a bargaining unit Employee in direct nursing care or community health nursing, and
- (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause and provided there was no break in the Employee's service for longer than six (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 12.01(a).
- 12.02 Seniority shall be considered in determining:
- (a) assignment of available Shift schedules subject to the provisions of Article 7;
- (b) promotion and transfers within the bargaining unit subject to the provisions specified in Article 14;
- (c) layoff and recall subject to the provisions specified in Article 15; and
- (d) approval of vacation times subject to the provisions specified in Article 17.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee resigns;
- (b) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work;
- (c) if, subject to the provisions of Article 15: Layoff and Recall, an Employee does not return to work on recall.

## 12.04 Seniority Lists

### (a) *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 15: Layoff and Recall.

### (b) *Contents of Seniority Lists*

Two (2) separate lists shall be provided to the Union. The seniority list shall contain the name and seniority date of each Regular and Temporary Employee in chronological order, along with each Employee's full-time equivalent (FTE) and classification. A secondary list shall identify the name and seniority date of each Regular and Temporary Employee, grouped according to their ward or unit, if the Employer has more than one (1) ward or unit.

### (c) *Correction of Seniority Lists*

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

- (i) application of Article 12.03;
- (ii) transfer to an excluded position; or
- (iii) transfer to the status of a Casual Employee.

### (d) Where an Employee claims previous service under Article 12.01(b)(ii), the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

### (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.

- 12.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from a position which is out of the scope of this bargaining unit and when employment in the out of scope position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit. This provision shall only be applicable in the event that an Employee returns to the bargaining unit within two (2) years.
- 12.06 An Employee who has accrued seniority with this Employer or another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 27: Recognition of Previous Experience, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave, or severance.

### **ARTICLE 13: EVALUATIONS AND PERSONNEL FILE**

- 13.01 (a) Each Employee shall receive a bi-annual evaluation.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- 13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.
- (b) Meetings for the purpose of the evaluation interviews shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the interview the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation interview. The Employee shall sign 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 interview and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03 (a) By appointment made at least one (1) working day in advance, an Employee may view their personnel file once every six (6) months and in addition when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.

- (b) An Employee may request and shall be given a copy of any or all documents contained in their personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.

13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

#### **ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES**

14.01 (a) The Employer shall post notices of vacancies in the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (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.

14.02 (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 14.01.

- (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 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 30.06(a)(ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.
- (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
  - (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).
  - (ii) Such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

- 14.03 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made to the Employer in writing.
- 14.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience, acceptable performance and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- 14.05 The Union and all applicants for the transfer, promotion and/or vacancy shall be informed in writing of the name of the successful applicant within five (5) calendar working days of the appointment.
- 14.06 When an Employee is promoted from one (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.

- 14.07 (a) The transferred or promoted Employee will be given a trial period of 325.5 hours worked (exclusive of any theoretical component required by the Employer) in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
- (c) Should either:
- (i) the Employer determine that the Employee fails to succeed during the trial period; or
- (ii) the Employee request reinstatement to their former position;
- 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 if possible. If that is not possible, the Employee will be placed in the next available suitable vacant position. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.
- (d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 14.01 to 14.05 inclusive.
- (e) A reinstatement or placement of an Employee in accordance with Article 14.07(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.
- (f) A transferred Employee's first three (3) Shifts of patient/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating Shifts, the first two (2) Shifts shall be day Shifts, and in addition the Employee's first Shift on evenings or nights shall be under guidance or supervision.
- 14.08 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.
- 14.09 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale

where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.

14.10 At the time of hire, or transfer, or change of hours in accordance with Article 12.02(a)(ii) or Article 14.15 or change of category in accordance with Article 30.02 or 30.03, all affected Employees shall receive a letter, which shall include the following:

- (a) category (regular, temporary or casual);
- (b) classification;
- (c) number of hours per Shift and Shifts per Shift cycle;
- (d) date of hire and transfer (if applicable); and
- (e) increment level.

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

14.11 In instances where a Regular Employee accepts a regular or temporary position, which is outside the scope of this Agreement, the resultant vacancy shall be posted as a temporary position, not exceeding 12 months. During this 12 month period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.

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

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

14.14 Employees in any regular position may indicate a willingness to work additional Shifts and Shifts worked will be as a part of their one (1) employment relationship.

14.15 Decreasing or Increasing Regular Hours of Work

The parties agree that it may be of mutual benefit to the Employees and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work.

- (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:
  - (i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
  - (B) Requests for a temporary reduction in regular hours of work shall indicate the period of time that the temporary reduction

would apply. The maximum time for such temporary reduction is 12 months.

- (C) The Employer shall have the right to accept or reject any request for alteration of the Employee's full-time equivalent (FTE) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within 14 days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
  - (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
  - (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 14.15 equals or exceeds .4 FTE, they shall be posted as a vacancy.
  - (iv) If the number of hours vacated as a result of Article 14.15 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.
  - (v) A Regular Full-time or Regular Part-time Employee cannot decrease their FTE to less than a .4 FTE pursuant to Article 14.15 unless otherwise agreed between the Employer and the Union.
  - (vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend their request.
  - (vii) Where a Regular extended Shift Employee decreases their regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.
- (b) Increasing regular hours of work for Regular Part-time Employees:
  - (i) (A) If regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available on the unit such hours may be offered to Regular Part-time Employees, or may be

posted in accordance with this Article for members of the bargaining unit only.

- (B) Such hours are to be offered to Regular Part-time Employees working on the unit, in order of seniority. (For Employees without a unit, this selection is to occur within the program and site). Subject to Article 14.15(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.
  - (ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Article.
  - (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 14.15(b)(i)(B) above.
  - (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
  - (v) Any unassigned hours following the completion of Article 14.15(b) above will not remain subject to the provisions of Article 14.15.
  - (vi) A Regular Part-time Employee may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.
  - (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.15.
  - (viii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
  - (iv) Where a Regular Part-time extended Shift Employee increases their regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.
- (c) No Employee may decrease or increase their regular hours of work pursuant to Article 14.15 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
- (d) Any redistribution of hours as a result of the operation of Article 14.15 shall not be considered a violation of the Letter of Understanding Re: Severance.

- (e) Where any request pursuant to Article 14.15 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
- (f) Copies of all requests and responses to requests pursuant to Article 14.15 shall be provided to the Union forthwith.
- (g) An Employee whose regular hours of work are altered through the operation of Article 14.15 shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 14.15 shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; 30: Part-time, Temporary and Casual Employees; or 37: Extended Work Day.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of Article 14.15(b)(iii) apply.

## **ARTICLE 15: LAYOFF AND RECALL**

- 15.01
- (a) For the purposes of Article 15: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing that the Employee may need to be provided a reasonable period of familiarization and orientation.
  - (b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.
- 15.02 *Notice*
- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the 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.

15.03 *Order of Layoff*

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

15.04 *Displacement*

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 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; 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; 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 18: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within 48 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one (1) Employee with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to

exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:

- (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work (an Employee may elect to be laid off, with recall rights if the position is located at a site outside the boundaries of the municipality in which the current site is located); or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (c) Where an Employee with less than 24 months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:
- (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (d) Where an Employee's position is eliminated and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which they are employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

#### 15.05 *Recalls*

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than 14 calendar days duration.
- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee has the ability to perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.

- (d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.
- (e) An Employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the Employee's recall rights except at the site to which the recall was refused.

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

15.07 *Benefits*

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

15.08 *Application of Collective Agreement*

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 9: On-Call/Call Back, 14: Promotions, Transfers & Vacancies, and 37: Extended Work Day.
- (b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of their readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and Arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

15.09 (a) Prior to recalling laid off Employees pursuant to Article 15.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than ten (10) 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 15.09(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 15.05. If unable to temporarily fill the vacancy in accordance with Article 15.05, the Employer may temporarily fill the vacancy in accordance with Article 14.01(b).
- (c) A notice of vacancy shall indicate the position is posted pursuant to Article 15.09.
- (d) Applications pursuant to Article 15.09(a) shall be made to the Employer in writing.
- (e) In making promotions and transfers pursuant to Article 15.09(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 14: Promotions, Transfers and Vacancies.
- (f) Where there is:
  - (i) a vacancy resulting from an appointment under 15.09(a), or
  - (ii) when there are no suitable applicants for a vacancy posted under Article 15.09(a),

recalls shall be carried out in accordance with Article 15.05.

- (g) The name of the Employee appointed pursuant to Article 15.09(e) shall be posted for not less than eight (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.

15.10 Subject to operational requirements, Full-time Employees who have received layoff notice shall be allowed up to 15.5 hours off without a loss of earnings for the purpose of attending job interviews during the layoff notice period. The Employer will work with Part-time Employees who have received layoff notice to make reasonable effort to allow work assignments to change to accommodate interviews.

**ARTICLE 16: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT, CHARGE PAY AND PRECEPTOR PAY**

16.01 *Responsibility Allowance*

- (a) An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise at least 25% of the Employee's workload and regularly includes the supervision of and/or coordination of other Employees, shall be paid \$2.00 per hour in addition to the Employee's Basic Rate of Pay.
- (b) The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.

16.02 *In Charge Pay*

- (a) The Employer shall designate a person to be in charge. Where such person is absent from the ward or unit for a consecutive time period of two (2) hours or more, an alternate will be designated in charge.
- (b) When an Employee who holds the position of a Staff Nurse is designated in charge, such Employee shall be paid an additional \$2.00 per hour.
- (c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand and shall be available to each Employee upon request.
- (d) Where, as of March 1, 2002, the person in charge of a ward or unit on a specific Shift was a Registered Nurse or Registered Psychiatric Nurse, the person designated in charge of specific Shift will continue to be a Registered Nurse or Registered Psychiatric Nurse.
- (e) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

16.03 No Employee shall receive payment under both Responsibility Allowance (Article 16.01) and Charge Pay (Article 16.02) concurrently.

16.04 Where there is not an out-of-scope management person reasonably available, an Employee shall be assigned responsibility for the administrative operation of a site in addition to being designated in charge of a unit. The Employee shall be paid \$3.00 per hour in lieu of the premium outlined in Article 16.01(a) or Article 16.02(b).

16.05 *Temporary Assignment*

Notwithstanding Article 2.04(b)(iii), Regular or Temporary Employees may be assigned to relieve others for additional duties.

- (a) Where an Employee is assigned to temporarily replace another Employee who is receiving a Responsibility Allowance as per Article 16.01, such Employee shall receive an amount not greater than the amount provided in Article 16.01.
- (b) 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 beginning rate for the Employee's classification and the beginning rate for the more senior classification in which the Employee is relieving.
- (c) 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.

16.06 *Preceptor Pay*

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

**ARTICLE 17: VACATIONS WITH PAY**

17.01 *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 April in each calendar year and concluding on the last day of March of the following calendar year;
- (c) "date of employment" means the date on which the Employee commenced employment with the Employer, notwithstanding 17.02(c):

17.02 *Vacation Entitlement*

During each year of continuous employment, an Employee shall earn entitlement to a vacation with pay to be taken in the next following year as follows:

(a) 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 each of the 1<sup>st</sup> to 4<sup>th</sup> years of employment, an Employee earns a vacation of 116.25 working hours per year for extended work day (15 working days for 7.75 hour work day);
- (ii) during each of the 5<sup>th</sup> to 9<sup>th</sup> years of employment, an Employee commences to earn vacation with pay at the rate of 155 working hours per year for extended work day (20 working days per year for 7.75 hour work day);
- (iii) during each of the 10<sup>th</sup> to 19<sup>th</sup> years of employment, an Employee commences to earn vacation with pay at the rate of 193.75 working hours per year for extended work day (25 working days per year for 7.75 hour work day);
- (iv) during each of the 20<sup>th</sup> and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 232.5 working hours per year for extended work day (30 working days per year for 7.75 hour work day).

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

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

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

(d) *Supplementary Vacation*

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

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 38.7 hours for

extended work day (five (5) work days vacation with pay for 7.75 hour work day).

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

### 17.03 *Time of Vacation*

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b)
  - (i) The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Where an Employee submits their vacation preference by January 30<sup>th</sup> of that year, the Employer shall indicate in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by February 15<sup>th</sup> of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
  - (ii) When an Employee submits a request in writing after February 15<sup>th</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03(a) a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
  - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
  - (ii) such vacation can be taken at a mutually agreeable time.
- (e)
  - (i) Subject to Article 17.03(e) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.



- (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.
- (f) 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.
- (g) The Employer and Employee may mutually agree to cancel approved vacation.

17.04 *Vacation Pay on Termination*

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:
  - (i) the unused period of vacation entitlement up to March 31 in the preceding year at the Employee's basic rate, together with
  - (ii) for extended work day: six percent (6%) in the case of an Employee entitled to 116.25 working hours vacation per annum, or eight percent (8%) in the case of an Employee, entitled 155 working hours vacation per annum, or ten percent (10%) in the case of an Employee entitled to 193.75 working hours vacation per annum, or 12% in the case of an Employee entitled to 232.5 working hours vacation per annum, of the Employee's regular earnings from the first day of April in each calendar year to the date of termination.
  - (iii) for 7.75 hour work day: six percent (6%) in the case of an Employee entitled to 15 working days vacation per annum; eight percent (8%) in the case of an Employee entitled to 20 working days vacation per annum; or ten percent (10%) in the case of an Employee entitled to 25 working days vacation per annum; or 12% in the case of an Employee entitled to 30 working days vacation per annum; of the Employee's regular earnings from the first day of April in the current year to the date of termination.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee:
  - (i) after less than one (1) year of employment by the Employer; or

- (ii) without giving proper notice under “Discipline, Dismissal and Resignation”, Article 23.10,

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.

- (c) For an Employee who gives at least 28 calendar days notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

#### **ARTICLE 18: NAMED HOLIDAYS**

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

New Year’s Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	National Day 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.

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 institution is located.

- (b) In addition to the foregoing Named Holidays, Full-time Employees who are employed on or before July 1<sup>st</sup> 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 31<sup>st</sup> of that year, the Employee shall receive payment for such day at the Employee’s Basic Rate of Pay.
- (c) Regular and Temporary Full-time Employees shall be entitled to 12 Named Holidays and one (1) Floater Holiday as specified, and shall be paid for same at the Employee’s Basic Rate of Pay for 7.75 hours to a maximum of 93 hours per annum, whether working the extended work day or the 7.75 hour work day.

- 18.02 To qualify for a Named Holiday with pay, the Employee must:
- (a) work their scheduled Shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
  - (b) work on the holiday when scheduled or required to do so.
- 18.03
- (a) An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1 1/2X the Employee's basic rate of pay plus:
    - (i) an alternate day off at a mutually agreed time; or
    - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
    - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
  - (b) An Employee obliged to work on Christmas Day shall be paid for all hours worked on the Named Holiday at 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) Pay for the day referred to in 18.03 shall be for 7.75 hours.
  - (e) 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.

- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06 (a) Unless otherwise requested, an Employee shall be so scheduled as to provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four (4) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where 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 18.06(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).
- (c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

#### **ARTICLE 19: SICK LEAVE**

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 11.625 hours for each full month of employment up to a maximum credit of 930 hours.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 19.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.
- 19.05 When an Employee has accrued the maximum sick leave credits of 930 hours, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 19.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during their vacation period as stated in Article 19.06(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 19.06(a), should an Employee be admitted to hospital as an "in-patient" during the course of their vacation, the Employee shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- 19.07 (a) An Employee who has been receiving disability benefits and who is able to return to work and who is:
- (i) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the Employee's disability;
- (ii) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work and the Employer shall then place the Employee in an existing position for which the Employee is capable of performing the work entailed;

- (b) An Employee who does not qualify for LTDI benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 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.
  - (c) Any Employee who is displaced because of the provisions of this Article shall be entitled to displacement rights as per Article 15.03.
- 19.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of their accrued sick leave credits.
- 19.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 19.10 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment at an Institution at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of termination of employment. Otherwise, sick leave credits shall be cancelled and no payment shall be due therefore. The Employee shall be provided with a written statement of such entitlement upon termination.
- 19.11 When an Employee is required to travel for the purposes of medical referral and/or treatment, the Employee shall have the right to utilize accumulated sick leave credits for such absence, provided the Employee has been given prior authorization by the Employer. The Employee may be required to submit satisfactory proof of such appointment.
- 19.12 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7 and 14.

## **ARTICLE 20: WORKERS' COMPENSATION**

- 20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net salary provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of 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 19.07(b).

- 20.02 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 place the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
  - (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work. The Employer shall then place the Employee to an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability;
  - (c) incapable of performing the duties of their former classification, shall be entitled to benefits under Sick Leave or Short-term Disability or Long-term Disability, in accordance with Articles 19 or 21.
  - (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.
- 20.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7 and 14.

#### **ARTICLE 21: EMPLOYEE BENEFIT PLAN**

- 21.01 The Employer shall facilitate the procurement, by Regular and Temporary Employees, of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:
- (a) Desjardins 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 15<sup>th</sup> day following the commencement of non-hospitalized sickness)
- (v) Long-term Disability (LTD)
- (vi) Vision Care (\$450/every two (2) years)

21.02 Enrolment by:

- (a) Regular and Temporary Full-Time Employees
- (b) Regular and Temporary Part-Time Employees, whose regular hours of work exceed 15.5 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and

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

21.03 The premium costs shall be shared 70% by the Employer and 30% by the Employee for all benefits except those listing in Article 21.01(c)(iv). Premiums for Article 21.01(c)(iv), shall be 100% Employee paid.

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

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

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



**ARTICLE 22: LEAVES OF ABSENCE**22.01 *General Leave*

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

22.02 *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.

22.03 *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, EI SUB Plan benefits or disability benefits. 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 four (4) 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.

- (d) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work, the Employee will be treated in every respect the same as any other Employee on sick leave or on disability benefits.

#### 22.04 *Adoption/Parental Leave*

- (a) An Employee who has completed their 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 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 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.

#### 22.05 *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) 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.
- (c) 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 three (3) days leave without loss of regular earnings year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.
- (d) A Regular Employee registered to write the Gerontological Certification exam may be granted a maximum of two (2) working days leave at their Basic Rate of Pay for the purpose of preparing for and writing the certification exam.

22.06 *Court Appearance*

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of the Employee's employment with the Employer, the Employee shall:
  - (i) suffer no loss of regular earnings for the scheduled Shift(s) so missed;
  - (ii) be paid an amount equal to the Employee's average daily earnings at the Basic Rate of Pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7.
- (b) In the event an Employee is scheduled to work on the evening or night Shift(s) on the day(s) or the night Shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled Shift(s).
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

## 22.07 (a) Personal Leave

Each Employee shall be entitled to three (3) personal leave days each year, from January 1<sup>st</sup> through December 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. While the use of personal leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, personal leave days are not intended for the purpose of extending time off from work. Requests for personal leave shall not be unreasonably denied.

- (b) If employment commences on or after May 1<sup>st</sup> of the year, personal leave days will be prorated for the remainder of the year as follows:
  - (i) May 1<sup>st</sup> – August 31<sup>st</sup>: two (2) personal leave days
  - (ii) September 1<sup>st</sup> – December 31<sup>st</sup>: one (1) personal leave day.

## 22.08 (a) 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.

- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for terminal care leave.

#### 22.09 *Statement of Policy*

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

#### 22.10 *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 22.03(d), 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 21, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union business, and the health-related portion of maternity leave, 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.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

#### 22.11 *Military Leave*

Subject to operational requirements, an Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

#### 22.12 *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 so that a Regular Employee may be a candidate in federal, provincial or municipal elections.

- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.
- (c) The granting of public affairs leave shall be subject to operational requirements.

### **ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION**

- 23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.
- 23.04 An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of 30 consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.

- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employee shall be advised of this right at the time of the scheduling of the meeting.
- 23.07 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent for three (3) consecutive scheduled work days without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 28 calendar days' notice in writing, shall be given by an Employee who resigns.

#### **ARTICLE 24: NO STRIKE OR LOCKOUT**

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

#### **ARTICLE 25: SALARIES**

- 25.01 Basic hourly salary scales and increments as set out in the Salary Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.
- 25.02 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 NEP 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.

25.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.

25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made in the account of the Employee's choice no later than noon on the designated pay day.

- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06 (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- (b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. Where an Employee submits a request, the Employer will provide the requested information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's accounting system.

#### **ARTICLE 26: EDUCATIONAL ALLOWANCES**

- 26.01 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. With respect to gerontological certification, the certification must be provided by the Canadian Nurses Association.

<b>Course</b>	<b>Hourly Allowance</b>
Clinical Course	50¢
Gerontological Certification	70¢
Active registration in the AARN and eligible for active registration in the RPNAA (or vice versa)	50¢
Diploma/Certificate in Nursing Unit Administration	50¢
One Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

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



**ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE**

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

**ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

## 28.01 Shift Differential

- (a) A Shift differential of \$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.

#### 28.02 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.

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

### **ARTICLE 29: COMMITTEE PARTICIPATION**

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

### **ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

#### 30.01 Part-time Employees

- (a) Except as modified in Articles 30.02 and 30.03, all provisions of this Collective Agreement shall apply to Part-time Employees.
- (b) Where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (c) At time of hire or transfer, the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for each Part-time Employee. Such hours and Shifts shall not be altered except by mutual agreement between the Employer and the Employee or by the operation of the provisions of this Collective Agreement.

- (d) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's basic rate for hours worked during the regularly scheduled daily hours of the Shift, and overtime for hours worked in excess of the Shift.
- (e) Where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on their scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.

30.02 *11.08 Hour Extended Work Day (Part-time Employees)*

Amend Article 7.03(a) to read:

- “7.03 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They shall be less than 36.93 hours per week averaged over one (1) complete Cycle of the Shift Schedule.”

Amend Article 7.03(f) to read:

- “7.03 (f) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least 22.5 hours off duty on a Shift changeover between extended Shifts;
  - (ii) an average of at least three (3) days per week shall be scheduled as designated days of rest, and at least two (2) such days of rest per week shall be consecutive for a total of 22 in a six (6) week period;
  - (iii) two (2) weekends off duty in each four (4) week period. “Weekend” shall mean a Saturday and the following Sunday. The period of time off must be at least 59 hours;
  - (iv) not more than four (4) consecutive extended Shifts, nor more than four (4) extended Shifts per week.
  - (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. “Extended Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty.”

Violation of any provision of Article 30.02 shall result in payment to each Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

30.03 *7.75 Hour Work Day (Part-time Employees)*

(a) Amend Article 7.02(a) to read:

“7.02 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 36.81 hours per week averaged over one (1) complete Cycle of the Shift Schedule.”

(b) Amend Article 7.02(f) to read:

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

- (i) at least 15.5 hours off duty between Shifts;
- (ii) an average of two (2) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur on 1/2 of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. “Weekend” shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.03:7.03(a)(iii).”

(c) Amend Article 7.02(g) to read:

“7.02 (g) Two (2) optional scheduling systems are available which may be applied upon mutual agreement, in writing, between the Employer and the Union. Where an option is applied, the

relevant provisions of Article 30.03(b):7.02(f) shall be as follows:

#### **OPTION 1**

- (i) at least 15.5 hours off duty between Shifts;
- (ii) an average of two (2) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than once in a four (4) week cycle;
- (iv) designated days of rest to occur on alternate weekends. One (1) weekend in each four (4) week period shall be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.03:7.02(a)(iii).

#### **OPTION II**

- (i) at least 15.5 hours off duty between Shifts;
- (ii) an average of two (2) consecutive days per week shall be scheduled as designated days of rest;
- (iii) not more than seven (7) consecutive scheduled days of work to occur not more than twice in a six (6) week cycle;
- (iv) designated days of rest on three (3) weekends in a six (6) week period, one of which will be an extended weekend. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, and "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 79.75 hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation

shall be stipulated in the written advice required pursuant to Article 30.03:7.03(a)(iii).”

- (d) Violation of any provision of Article 30.03 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.

30.04 (A) Increment Accrual

- (i) Subject to the Letter of Understanding re: Hours of Work and Increment Accrual, Part-time Employees and Casual Employees shall be entitled to an increment on the completion of 1,920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1711.50 regular hours actually worked to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers’ Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.03(c)(i).
- (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.03(c)(i).

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

- (i) Amend Article 17.02 to read:
- (a) “17.02 (a) Only those hours of work paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of 7.75 hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.
- (b) During each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:
- (i) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked during the vacation year at the rate specified in Article 30.03(d)(i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (a) 6% during each of the 1<sup>st</sup> to 4<sup>th</sup> employment years;
- (b) 8% during each of the 5<sup>th</sup> to 9<sup>th</sup> employment years;
- (c) 10% during each of the 10<sup>th</sup> to employment years;
- (d) 12% during each of the 20<sup>th</sup> and subsequent employment years.

(b) Supplementary Vacation

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an addition 2%.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 2%.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service.

(c) Employee with Less than a Year of Service

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

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

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

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

(C) Named Holidays

Amend Article 18 to read:

“18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

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

(b) Notwithstanding Article 18.02(a), a Part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed during the regularly scheduled daily hours of work.

(c) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:

(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

18.03 (a) Unless otherwise requested an Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year's Day.

(b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).

(ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that



the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).”

(D) *Sick Leave*

Amend Article 19.02 to read:

“19.02 A Part-time Employee shall accumulate sick leave benefits on the basis of 11.625 hours per month, pro-rated on the basis of the regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.”

30.05 *Temporary Employees*

- (a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall.
- (b) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for the position. Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of their employment pursuant to Article 30.04(b).

30.06 *Casual Employees*

Except as modified in this Article, all provisions of the Collective Agreement shall apply to Casual Employees except that Articles 7.02 (a)(c)(d)(e)(f)(g)(h)(i), 7.03 (a)(c)(d)(e)(f)(g)(h)(i), 7.06, 7.07, 7.08, 12, 15, 17, 18, 19, 20, 21 and 22 shall have no application to Casual Employees.

(a) Hours of Work

- (i) No Casual Employee shall be scheduled except with the Employee’s consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.

- (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.05(b)(ii) and (iii) the scheduling provisions of Article 7 shall apply.
- (iv) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid three (3) hours' pay at the Employee's Basic Rate of Pay.

(b) *Increment Accrual*

Casual Employees shall be entitled to an increment on the completion of 1,920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1,711.50 regular hours actually worked to the maximum increment granted Full-time Employees.

(c) *Vacation*

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

- "17.00 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
- (i) 6% of their regular earnings during the 1<sup>st</sup> to 4<sup>th</sup> employment years;
  - (ii) 8% of their regular earnings during the 5<sup>th</sup> to 9<sup>th</sup> employment years;
  - (iii) 10% of their regular earnings during the 10<sup>th</sup> to 19<sup>th</sup> employment years;
  - (iv) 12% of their regular earnings during the 20<sup>th</sup> and subsequent employment years; in lieu of vacations with pay;
  - (v) 12.4% of their regular earnings during the 25<sup>th</sup> and subsequent employment years; in lieu of vacations with pay.
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period."

(d) *Named Holidays*

Amend Article 18 to read:

“18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

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

(b) Notwithstanding Article 18.02(a), a Casual Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee’s Basic Rate of Pay for work performed during the regularly scheduled daily hours of work.

(c) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:

(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year’s Day.

(b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).

(ii) An Employee granted New Year’s Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).”

(e) Casual Employees shall be eligible for Workers’ Compensation benefits in accordance with the laws of Alberta.

- (f) In the event an Employee is required to serve as a witness in matters arising out of their employment, the Employee shall be granted leave of absence at their regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

### **ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT**

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

### **ARTICLE 32: GRIEVANCE PROCEDURE**

#### 32.01 *Communication*

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

#### 32.02 *Definition of Time Periods*

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

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

(a) Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first seek to settle the dispute through discussion with the care leader/resource nurse. If the dispute is not resolved satisfactorily, within four (4) days of the date of the discussion, it may then become a grievance and be advanced to Step 2.

(b) Step 2

The grievance shall be submitted in writing to the General Manager within 12 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 General Manager shall meet with the Union within seven (7) days of receipt of the grievance to attempt to settle the dispute. The decision of the General Manager 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

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

(d) Step 4

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

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

32.04 *Disputes Between the Parties*

(a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.

- (b) A “Policy Grievance” is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the General Manager or Local Union President, by a representative of the aggrieved party within 12 days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

32.05 *Default*

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

32.06 *Grievance Mediation*

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one (1) jointly selected mediator shall meet with the parties and within five (5) days of the request,

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

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

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

**ARTICLE 33: ARBITRATION**

- 33.01 Either of the parties wishing to submit a grievance shall notify the other party in writing of its intention to do so, and shall nominate to Arbitration an individual to serve as a sole arbitrator.

- 33.02 The party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within seven (7) days of the receipt of notification provided for in Article 33.01 above, the parties shall request the Director of Mediation Services to appoint an arbitrator.
- 33.03 At the request of either party, a three (3) person Arbitration Board, rather than a sole arbitrator shall be used. The party requesting the use of an Arbitration Board shall indicate to the other party, within five (5) days of the grievance being advanced to Arbitration, their nominee to the Arbitration Board. The other party shall respond, within five (5) days of receipt of the request listing their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Article 33.02.
- 33.04 After a sole arbitrator/Arbitration Board has been selected 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 a decision in writing to the parties within 14 days after the completion of the hearing.
- 33.05 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 sole arbitrator shall be final and binding on the parties.
- 33.06 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 a sole 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 sole 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.
- 33.07 The fees and expenses of the sole arbitrator shall be borne equally by the two (2) parties. Where an Arbitration Board is used, each of the parties shall bear the expenses of its appointee to an Arbitration Board, and the fees and expenses of the chairperson shall be borne equally by the two (2) parties.
- 33.08 Any of the time limits herein contained in the Arbitration proceedings may be extended only if mutually agreed to in writing by the parties.
- 33.09 For the purposes of this Article periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18.

**ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY**

- 34.01 (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 others representing recognized functional bargaining units. This Committee shall meet once a month, 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 shall be approved by the Employer, the Union, and other bargaining groups, referred to in (a), prior to circulation.
- (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 and 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 Board of Trustees of the Facility concerned. The Board shall reply in writing to the Union within 14 calendar days of the presentation by the Union.
- 34.02 No Employee shall be assigned to work alone on a ward or unit.
- 34.03 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 No regularly scheduled Shift shall begin or end between the hours of 2400 and 0600 hours without prior consultation with the Union.
- 34.05 (a) The Employer shall have in place a harassment policy which shall be reviewed annually by the Occupational Health and 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.
- 34.06 The Employer shall:
- (a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall review:



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

### **ARTICLE 35: PROFESSIONAL DEVELOPMENT**

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

#### 35.02 *In-Services*

- (a) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) cardio-pulmonary resuscitation;
  - (ii) anaphylaxis;
  - (iii) fire (hands on experience with equipment except where not required by the Institution’s established written fire procedures);
  - (iv) evacuation and disaster procedures; and
  - (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 35.02(a) and shall include prevention and management of staff abuse, and a yearly workshop for the purpose of explaining the pension plan to the Employees.

- (d) The Employer shall make available in each Facility access to electronic nursing journals.

### 35.03 *Professional Development Days*

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

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

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

- 35.04 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College \$200.00 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.
- (b) Regular hours actually worked in clause (a) includes:
  - (i) leaves of absence for Union 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 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 of Alberta, or
  - (iii) Any alternative Professional College acceptable to the Employer.

**ARTICLE 36: PROFESSIONAL RESPONSIBILITY**

- 36.01 (a) A Professional Responsibility Committee shall be established with up to two (2) Employees elected by the Union and equal number representatives of the Employer. A Chairperson shall be elected from amongst the Committee. The Committee shall meet at least once per quarter at a regularly appointed time, and within ten (10) days of receiving a written complaint or concern regarding patient/resident/client care.
- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Professional Responsibility Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees relative to patient/resident/client care.
- (e) Where a complaint or concern is specific to one (1) ward or unit, the Union shall discuss the complaint with the most immediate supervisor in an excluded management position before the matter is discussed at the Professional Responsibility Committee.
- (f) When a complaint or concern is unresolved for more than 45 calendar days, that is, not having received a satisfactory answer from the party or parties concerned, either parties' representative(s) on the Professional Responsibility Committee may request and shall have the right to present the complaint or concern to the Board of Trustees of the Institution concerned. The Board of Trustees 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).
- 36.02 An Employee attending Professional Responsibility Committee meetings shall be paid their Basic Rate of Pay for such attendance.
- 36.03 Where required by legislation, all Employees shall maintain current registration with the appropriate professional body.

**ARTICLE 37: JOB DESCRIPTION**

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

**ARTICLE 38: RETIREMENT SAVINGS PLAN**

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

38.02 Regular Employees who work an average of more than 20 hours per week in a Cycle of the Shift Schedule are eligible to participate in the RRSP.

38.03 New Regular Full-time Employees must complete six (6) months of employment before participating in the RRSP. New Regular Part-time Employees must complete 1007.5 hours of work before participating in the RRSP.

38.04 Employees may contribute up to 4% of their earnings to the RRSP. The Employer will match Employee contributions to the RRSP to a maximum of 4%.

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 39: COMPENSATION OVERPAYMENTS**

39.01 A compensation overpayment is an overpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayments of premiums which arise as a result of administrative, process or system error.

39.02 It is agreed that it is in the Employee's best interest to immediately advise the Employer of an overpayment and that it is also in the best interest of the Employer to ensure overpayments do not occur.

39.03 The Employer is entitled to recover overpayments from Employees' earnings according to the following procedure:

- (a) The Employer must advise the Employee of any overpayment in writing. The cause of the overpayment as well as any pertinent calculations and the total to be recovered must be entered in the "Overpayment Recovery Notice" - see next page.

- (b) If possible, the notice should be given to the Employee in person and the recovery process agreed to by the Employee.
  - (i) If the overpayment is less than or equal to \$100, the whole amount will be deducted from the Employee's next pay.
  - (ii) If the overpayment is greater than \$100, the Employer and the Employee will agree upon the amount recovered per pay.
  - (iii) If the Employer and Employee are unable to reach agreement or if the Employee fails to complete the "Overpayment Recovery Notice" within 14 days the Employer may deduct from each pay an amount not to exceed \$25 per \$200 of gross income.
- (c) If the Employee resigns or is terminated for cause the amount owing will be deducted from their final pay cheque or other funds due on termination.

## ATTACHMENT A

## Overpayment Recovery Notice

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

<b>Name:</b>	
<b>Employee Number:</b>	<b>Date:</b>

<p><b>BOX 1.</b> An overpayment in the amount of \$_____ has been identified as a result of the following circumstances:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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- If there has been an overpayment it must be repaid. Fill in your choice of repayment method in box 2.
- If you believe there has not been an overpayment, fill in box 3 and explain why.
- If you agree there has been an overpayment but dispute the amount fill in box 2 for the amount overpaid and box 3 explaining why and how the amount is wrong.

<p><b>BOX 2.</b> Please indicate your overpayment preference and request by completing one of the following:</p> <p>Collect the entire amount from my next cheque.</p> <p>Collect \$_____ dollars over the next _____ pay periods.</p> <p>Attached is a personal cheque for the entire amount.</p> <p>Attached are __ post-dated cheques for \$_____ each to address the amount in full.</p> <p>Please collect the amount of recovery required from one or more of the following:</p> <p>Overtime Bank</p> <p>Statutory Holiday Bank</p> <p>Vacation Bank</p>
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**BOX 3. If you dispute that there has been an overpayment or the accuracy of the amount involved – explain why:**

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**Repayment/Preference Agreed:**

\_\_\_\_\_  
**Employer Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

**Please direct replies to:**

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**Notes of Oral Discussion with Employee:**

**Date:** \_\_\_\_\_

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cc: UNA

**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #137  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: ARTICLE 7.03 (E)**

The parties agree that it is understood that new and existing Employees accepting permanent lines that combine day/evening Shifts or day/night Shifts may not be assigned day duty at least 2/5 of the time during the Shift cycle as per Article 7.03(e).

This Letter of Understanding shall be effective the date of signing and shall remain in effect for the term of this Collective Agreement unless mutually agreed upon by the parties.



**LETTER OF UNDERSTANDING**

**BETWEEN**

**AGECARE INVESTMENTS LTD. (VALLEYVIEW)  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #137  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: SEVERANCE**

**Purpose**

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

**Severance Offering and Eligibility**

2. The Program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending August 31, 2021, or upon ratification of a new Collective Agreement, whichever is later.
3.
  - (a) Severance will be offered only as a result of organizational changes that result in the permanent reduction in the number of UNA certified Regular Employees.
  - (b) Employees on full layoff will not be eligible to apply for the Program.
  - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
  - (d) Employees are only eligible for severance where they are regularly employed in the same job classification in which permanent reductions are required.
4. The Program, when offered by the Employer, will be open to all eligible Regular Part-time and Full-time Employees employed and working in a regular position as of the date of the Program offering.
5. An approved severance will be calculated as follows:

- The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of 40 weeks.
- Regular salary = (regularly scheduled hours of work as at date of application for the program) x (Basic Rate of Pay)
- For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.

### **Severance Approval**

6.
  - (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
  - (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's full-time equivalency, or a comparable full-time equivalency.
  - (c) The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

### **Operation of the Program**

7. Regular Employees whose applications for the Program are approved will terminate their employment and have no right to recall under Article 15: Layoff and Recall.
  - (a) Employees whose application for severance are approved will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision or a similar provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.
  - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**AGECARE INVESTMENTS LTD. (VALLEYVIEW)  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #137  
(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 \$1400.
- (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.

**SALARY APPENDIX**

**Registered Nurse  
Registered Psychiatric Nurse**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>
<b>Current</b>	\$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**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>
<b>Current</b>	\$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**

<b>Current</b>	\$27.68
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IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF:

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**AGECARE INVESTMENTS LTD. (VALLEYVIEW)**

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