

COLLECTIVE AGREEMENT

BETWEEN

**HARDISTY CARE CENTRE LTD.
PARAMEDICAL/PROFESSIONAL OR TECHNICAL CAPACITY**

AND

**THE UNITED NURSES OF ALBERTA
LOCAL #234**

FOR THE PERIOD

APRIL 1, 2019 to MARCH 31, 2024

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COLLECTIVE AGREEMENT made this 8th day of November A.D., 2024

BETWEEN

HARDISTY CARE CENTRE LTD.

AND

UNITED NURSES OF ALBERTA, LOCAL #234

(on behalf of all Employees employed in a Paramedical Professional or Technical Capacity therein)

PREAMBLE

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

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for Employees which directly impacts the quality of resident care, the parties shall endeavor 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;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from after April 1, 2019, or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principles of the terms of this Collective Agreement, whichever is later up to and including March 31, 2024, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.

1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

ARTICLE 2: DEFINITIONS

- 2.01 “Employer” shall mean “Hardisty Care Centre Ltd. (Hardisty Care Centre Partnership).”
- 2.02 (a) “Union” shall mean the “United Nurses of Alberta.”
- (b) “Local” shall mean the local branch of the Union, Local 234.
- 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”: An Employee regularly scheduled to work seventy-five (75) hours every two weeks and not more than seven (7) consecutive days.
- (ii) “Part-time Employee”: An Employee who is scheduled to work less than seventy-five (75) hours every two weeks and or less than seven point five (7 ½) consecutive hours per day.
- (b) “Casual Employee”; An Employee who is:
- (i) scheduled for absences of less than three (3) months or less for a specific job or;
- (ii) relieves for an absence the duration of which is three (3) months or less; or
- (iii) works on a call-in basis and is not regularly scheduled.
- (c) “Temporary Employee”; Shall mean an Employee who is hired;
- (i) for a full-time or a part-time position for a specific job for a fixed term from three (3) to eighteen (18) months inclusive; or
- (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence in excess of three (3) months.
- (iii) to replace a Full-time or Part-time Employee who is on a leave due to illness or injury where the duration of such leave is anticipated to be in excess of three (3) months.

- 2.04 “Basic Rate of Pay” shall mean the step in the scale applicable to the Employee as set out in the Salary Appendix exclusive of all allowances and premium payments.
- 2.05 “Shift” means a daily tour of duty of not less than three consecutive hours.
- 2.06 “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 twelve (12) weeks.
- 2.07 “Gross Earnings” shall mean all monies paid by the Employer and earned by an Employee under the terms of this Collective Agreement.
- 2.08 The singular shall mean the plural and vice versa as applicable.
- 2.09 “Site” means the building or series of approximate buildings and grounds established by the Employer as a distinct designated work location for Employees.

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, certificate #C-606-2015. 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, 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 may hire, classify, promote and, for just cause, discipline, demote for disciplinary reasons, suspend or discharge any Employee or Employees, determine the number of Employees, if any, needed in any work unit or classification unless specifically restricted or limited by the provisions of this Collective Agreement.

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

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01 (a) The Employer shall deduct the membership dues and Local levies as set by the Union and Local from each Employee's Gross Earnings, exclusive of disability benefits, on a bi-weekly basis. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative in a timely manner.
- (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. The remittance in (a) must be accompanied by a report in accordance with a UNA dues report template format that has been agreed to by both parties.
- 5.02 The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, Union dues.
- 5.03 Notwithstanding 5.01, if the Employer implements a payroll system that is monthly, the parties agree to discuss the implications to the remittance schedule and Collective Agreement amendments necessary for dues and seniority lists.
- 5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 Upon request, a representative of the Union may make a presentation, with respect to the Union, of up to thirty (30) minutes, as part of the orientation of new Employees on the unit. Attendance by Employees shall not be compulsory. The Union representative shall make arrangements with the Unit Manager as to where or when this presentation shall take place. A representative of the Employer may be present at such presentation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Officers of the United Nurses of Alberta, where the request for leave is in writing, it shall not be unreasonably denied (to a maximum of two Employees).
- (c) Excluding those Employees on a full-time Union leave, time off approved by the Employer in accordance with Article 5.06(a) and (b) shall be with pay. The

Union agrees to reimburse the Employer within 14 days of receipt of the invoice for the total cost of the absence, plus a 15% administration fee.

- 5.07 The Employer recognizes that a Union Representative will be entitled to assist an Employee in the processing of any grievances reasonably raised under the provisions of this Collective Agreement without loss of pay while on their scheduled Shift.

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 race, political or religious belief, colour, gender, sexual orientation, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income or family status, gender identity, gender expression nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

7.01 Regular Hours of Work

- (a) Regular hours of work for full-time Employees, exclusive of meal periods shall be:
- (i) seven and one-half (7 ½) consecutive hours per day; and
 - (ii) an average of seventy-five (75) hours in a fourteen (14) day calendar period.
- (b) Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point five (7.50) hours; or
 - (ii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
 - (iii) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

- (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to work during her or his meal period, the Employee will be provided with a meal period later in the shift.

7.02 Shift Schedules

- (a) Except in cases of emergency or by mutual agreement between the Employee and the Employer, posted shift schedules for full-time Employees shall provide for:
 - (i) at least twelve (12) hours off duty between shifts;
 - (ii) at least two (2) of the scheduled days off to be consecutive in each two (2) week period.
 - (iii) Where possible, one (1) weekend off in each two (2) week period, but in any event, two (2) weekends off in each five (5) week period. "Weekend" means a Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty;
 - (iv) not more than seven (7) consecutive scheduled days of work.
- (b) Violation of any provision of Article 7.02(a) 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 Shift schedules shall be posted not less than fourteen (14) calendar days in advance.

7.04 Reporting Pay

In the event that an Employee reports for work as scheduled and is requested by the Employer to leave, 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.

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime must be approved in advance by the Employer, except in an emergency situation. 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. The Employer shall be advised within one business day after the shift.

- (b) Hours which constitute overtime shall be all hours worked:
 - (i) in excess of seven and one-half (7 ½) hours per day; or
 - (ii) in excess of seventy-five (75) hours in a two week period; or
 - (iii) on a day of rest as per Article 7.02(a)(ii).

8.02 All overtime shall be paid at the rate of one and a half times (1 ½ X) the Basic Rate of Pay for the first three (3) hours and two times (2X) the basic rate of pay after three (3) hours.

8.03 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work.

ARTICLE 9: DECREASING AND INCREASING FULL TIME EQUIVALENCIES (FTE'S)

9.01 Where there is mutual agreement between the Employer and Employee, an Employee's request to increase or decrease their FTE will not be unreasonably denied.

ARTICLE 10: PROBATIONARY PERIOD AND ORIENTATION

10.01 A new Employee shall serve a probationary period of five hundred and three point seven-five (503.75) hours worked. 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 notice and without recourse to the grievance procedure.

10.02 The probationary period may be extended up to five hundred and three point seven five (503.75) hours worked with mutual agreement of the parties. If during the extended period a new Employee is unsuitable, in the opinion of the Employer, such Employee may be terminated at any time during the extended probationary period without notice and without recourse to the grievance procedure.

10.03 The Employer shall provide a performance review of each probationary Employee prior to the completion of their probationary period. During this evaluation, the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.

10.04 The Employer shall provide a paid orientation for all new Employees which will also include orientation to the site. The Employee's first three (3) Shifts of

patient/resident/client care shall be under guidance or supervision. A request by an Employee for additional orientation shall not be unreasonably denied.

- 10.05 An Employee, absent for more than six (6) months, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

ARTICLE 11: SENIORITY

- 11.01 An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee provided there was no break in the Employee's service for longer than six (6) months.

- 11.02 Seniority shall be considered in determining:

- (a) filling vacancies as per Article 13: Vacancies;
- (b) approval of vacation times; as per Article 15: Vacations With Pay; and
- (c) layoff and recall as per Article 14: Layoff And Recall.

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

- (a) when an Employee resigns;
- (b) when an Employee has been terminated, subject to any subsequent arbitration award;
- (c) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work;
- (d) subject to the provisions of Article 14: Layoff And Recall, an Employee does not return to work on recall.

- 11.04 *Seniority Lists*

- (a) The Employer shall provide to the Union on a monthly basis, an Employee listing in an electronic file in accordance with the UNA Report Template. There

shall be one row per Employee. Any changes to the Template Report must be mutually agreed.

- (b) The Union shall be responsible for creating seniority lists and providing such lists to the Employer and Locals.

ARTICLE 12: EVALUATIONS AND PERSONNEL FILE

- 12.01 (a) The Employer shall strive to provide each Employee a evaluation every two years. The absence of an evaluation shall mean the Employee meets expectations. However, this would not preclude the application of Article 21: Discipline, Dismissal And Resignation.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- 12.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor.
- (b) Meetings for the purpose of the evaluation shall be scheduled with reasonable advance notice which shall not be less than twenty-four (24) hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 12.03 (a) By appointment made at least one (1) working day in advance, and during regular business hours and outside of the Employee's paid hours of work, an Employee may view her or his personnel file on request and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 13.03(a). The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; such fee shall be established by the Employer.
- 12.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

ARTICLE 13: VACANCIES

- 13.01 (a) The Employer shall post notices of vacancies for all regular and temporary positions within the bargaining unit not less than ten (10) calendar days in advance of filling the vacancy. A copy of such notice shall be forwarded to the Union at the Site 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 relief basis only.
- (c) Subject to 13.02, vacancies shall be filled whenever possible from within the bargaining unit.
- (d) Only temporary positions of greater than three (3) months need to be posted.
- (e) Applications for vacancies shall be made in writing to the Recreation and Rehab Manager or the Administrator as directed in the posting.
- (f) A notice of vacancy shall include the classification, hours per Shift and Shifts per Shift cycle, category (Regular, Temporary or Casual) as appropriate, Site and any essential qualifications required.
- 13.02 When filling vacancies, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor. If all applicants are Casual Employees, and the above factors are considered relatively equal, the position shall be awarded to the one who has been in the scope of the bargaining unit the longest.
- 13.03 The name of the Employee who is appointed to fill the vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days.
- 13.04 (a) The successful applicant will be given a trial period of three hundred, twenty-five point five (325.5) hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily. If the Employee does not succeed during the trial period, or if the Employee requests to return to her previous position/status during the trial period, the Employer will make a good faith effort to reinstate the Employee in her former position/status/FTE, or, if such is not possible, place the Employee in another suitable position at not less than the same rate of pay to which the employee would be entitled had she remained in her former position/status.
- (b) A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. A Casual Employee

who is successful on a temporary posting shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of the temporary term, a Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual employee.

- 13.05 An Employee's anniversary date, for the purpose of annual increments, shall not be changed as a result of being the successful applicant to a vacancy.
- 13.06 At the time of hire or upon being the successful applicant to a vacancy, all 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 or transfer;
 - (e) salary step;
 - (f) Site.

ARTICLE 14: LAYOFF AND RECALL

- 14.01 In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify, in writing, Employees who are laid off fourteen (14) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith. The fourteen (14) 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.
- 14.02 Layoff shall occur in reverse order of seniority.
- 14.03 Displacement
- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall:
 - (i) have the right to displace an Employee with less seniority for which they have the ability to perform the work; or
 - (ii) at the Employee's option, take a position which is vacant for which they have the ability to perform the work; or
 - (iii) at the Employee's option, accept layoff with the right of recall.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 14.03(a)(ii) shall within seventy-two (72) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of her or his decision, including the name of the Employee she or he wishes to displace or the vacant position she or he wishes to take. 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; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.

14.04 Recalls

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

14.05 No new permanent Employees shall be hired while there are other Employees on layoff who have the ability to perform the work, except where the Employees have refused the recall as per Article 14.04(d) above.

14.06 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 and 13.
- (b) Where an Employee works while on layoff in accordance with Article 14.04, the provisions of the Collective Agreement applicable to casual Employees shall apply.
- (c) Should an Employee be affected pursuant to Article 14.02 while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 14.01 after the Employee has advised the Employer of her or his readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

- 14.07 (a) The premium costs of benefits referred to in Article 19: Health, Dental, Life Insurance Benefits shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee for the duration of the layoff to a maximum of three (3) months.
- (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 19: Health, Dental, Life Insurance Benefits.

ARTICLE 15: VACATIONS WITH PAY

15.01 **Definitions**

For the purpose of this Article:

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

15.02 **Vacation Entitlement**

During each year of continuous service in the employ of the Employer, an Employee shall earn vacation with pay as follows:

- (a) for 1-5 years of service, six percent (6%) of regular gross earnings;

- (b) for 6-14 years of service, eight percent (8%) of regular gross earnings;
- (c) for 15 or more years of service, ten percent (10%) of regular gross earnings.

15.03 **Time of Vacation**

- (a) All vacation earned during one (1) vacation year shall be taken during the next vacation year at a time which is mutually agreeable between the Employee and the Employer.
- (b) Where an Employee submits a vacation preference by April 1st of that year, the Employer shall indicate approval or disapproval of that vacation request by April 15th of that year.
- (c) Where Employees have submitted their requests for vacation within the time frame of February 1st to April 1st vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation, which are submitted after April 1st shall be dealt with on a first-come, first-serve basis. When an Employee submits a request in writing after April 1st for vacation, the Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request for vacation.
- (d) Notwithstanding Article 15.03(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 no later than January 1st in the year that it is to be taken, and shall not be unreasonably denied. Where vacation has not been scheduled or approved to be carried over by January 1st in the year that it is required to be taken, the Employer may, after first discussing the scheduling of the vacation with the Employee, schedule the vacation.
- (e) Notwithstanding Article 15.03(a), a full-time or part-time Employee shall have the right to utilize earned vacation 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.

15.04 **Vacation Pay on Termination**

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the Employee's basic rate of pay.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice for

resignation, 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 fourteen (14) calendar days notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

ARTICLE 16: NAMED HOLIDAYS

- 16.01 (a) Full-time Employees shall be eligible to receive a day off with pay on or for the following Named Holidays:

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

- 16.02 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.

- 16.03 (a) A Full-time Employee obliged to work on a Named Holiday shall be paid for the first 7.50 hours worked on the Named Holiday at one and a half times (1 ½ X) the Employee's Basic Rate of Pay, any additional hours worked shall be paid at two times (2X) basic rate of pay, plus:

- (b) an alternate day off at a mutually agreed time; or
- (c) by mutual agreement, a day added to the Employee's next annual vacation; or
- (d) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.

- 16.04 When a Named Holiday falls on a day that would otherwise be a Full-time Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 16.03 above. Employees working a Monday to Friday schedule will be off with pay on the Monday following the general holiday.

- 16.05 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 16.03.
- 16.06 Part-time Temporary and Casual Employees:
- (a) A Part-time, Temporary or Casual Employee required to work on a Named Holiday shall be paid at one and one-half times (1 ½ X) their Basic Rate of Pay for the first seven point five (7.5) hours worked, any additional hours worked shall be paid at two times (2X) Basic Rate of Pay.
 - (b) Part-time, Temporary, and Casual Employees shall be paid a premium equal to 5.0% of the Employee's Basic Rate of Pay in lieu of the Named Holiday.

ARTICLE 17: SICK LEAVE

- 17.01 (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.
- 17.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and a quarter working days (1 ¼ days) for each full month of employment up to a maximum credit of seventy-five (75) days.
- 17.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 17.04 Employees may be required to submit proof acceptable to the Employer of any illness, non-occupational accident or quarantine. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 17.05 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of their accrued sick leave credits.
- 17.06 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: Hours Of Work And Scheduling Provisions and 13: Vacancies.
- 17.07 Sick leave credits shall not accrue during any period of sick leave in excess of thirty (30) calendar days.

17.08 Should an Employee on vacation suffer an illness or injury which results in their hospitalization the Employee shall be considered as being on sick leave for that period of hospitalization provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.

ARTICLE 18: WORKER’S COMPENSATION

18.01 Workers’ Compensation Board coverage will be produced by the Employer for an Employee.

18.02 Employees shall not be paid by the Employer when they are absent from work and drawing Workers’ Compensation.

18.03 An Employee who is incapacitated and unable to work as the result of an accident or an occupational disease while on duty in the service of the Employer within the meaning of the Workers’ Compensation Act, shall receive full net salary provided the Employee assigns over the to the Employer, on proper forms, the monies due from the Workers’ Compensation Board for time lost due to accident. A deduction of one-tenth (1/10) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that one-tenth (1/10) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay.

ARTICLE 19: HEALTH, DENTAL, LIFE INSURANCE

Employment Benefit Plan
Original Plan Design

Eligibility - Such coverage shall be provided to Regular Employees whose regularly scheduled hours of work are at least 15 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

Basic Life	100% paid by Employee	-one times your annual earnings payable to assigned beneficiary -Non-Taxable benefit -Accidents and illness covered -Coverage is 24 hours/day and 365 days/year. -Reduces to 50% at age 65 and is terminated at age 70.
Dependent Life	100% paid by Employee	-Spouse \$5,000.00 - Child \$2,500.00 -Accidents and illnesses covered.

		<ul style="list-style-type: none"> -Coverage is 24 hours/day and 365 days/year. -No limitations or exclusions -Terminates at Employee's age 70.
Accidental Death and Dismemberment	100% paid by Employee	<ul style="list-style-type: none"> -One additional times your annual earnings payable to assigned beneficiary -Partial benefits paid for loss or loss of use of limbs -Coverage is 24 hours/day and 365 days/year. -Excludes self-inflicted, suicide, war, military personnel, flight member -Reduces to 50% age 65 and is terminated at age 70
Health Benefits	The premium costs shall be shared 75% by the Employer and 25% by the Employee.	<ul style="list-style-type: none"> -Travel insurance including travel outside of Canada -Medications -Assure card for payment directly to pharmacy included -No deductible -Termination of benefits at age 70.
Dental	The premium costs shall be shared 75% by the Employer and 25% by the Employee.	<ul style="list-style-type: none"> -Taxable benefit (Premiums paid 25% by Employee, 75% by Employer) -No deductible -80% coverage for preventive and basic treatments -Maximum reimbursement \$1,500 per calendar year -Termination of benefits at age 70

RRSP

The Employer agrees to match, up to a maximum of three percent (3%) of the Employee's regular gross salary, an Employee's contribution to a voluntary Registered Retirement Savings Plan (RRSP) owned by the Employee. The Employer will make the Employee's and Employer's payments payable to the RRSP in the Employee's name. Upon request of the Employee.

- (i) The Employer will deduct up to a maximum amount equal to three (3%) of gross salary from each Employee's pay.

- (ii) Where possible, the RRSP contributions will be made by direct deposit.
- (iii) Effective the Date of Ratification, the Employee may contribute more than three percent (3%) of the Employee's gross salary to a RRSP, but the Employer is only required to make matching contributions of three percent (3%).

ARTICLE 20: LEAVES OF ABSENCE

20.01 General Leave

- (a) Leave of absence without pay may be granted to an Employee on request. Such request shall not be unreasonably denied. 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.
- (b) Requests for a leave of absence must be submitted in writing to the Employees immediate out of scope Supervisor or designate at least two (2) weeks in advance or such shorter period as may be mutually agreed between the Employee and the Employer.
- (c) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (d) During an Employee's Leave of Absence, the Employee may work as a casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

20.02 Bereavement Leave

- (a) Upon request, an Employee shall be granted a reasonable leave of absence in the event of the death of a member of the Employees immediate family. Immediate family member shall include spouse (including common-law or same sex relationship), child, or parent, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or guardian.

For the first three (3) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. When the bereavement leave is not being taken around the date of the death of the family member, the Employee shall advise the Employer at the time of the death, of their intent to take such leave at a later time.

Bereavement leave may be extended by one (1) additional calendar day as necessitated by reason of travel.

- (b) The Employer may request the Employee to provide documentation verifying the leave.

20.03 **Maternity Leave**

- (a) An Employee who has been employed by the Employer for at least ninety (90) days shall, upon written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery. The Employer may require the Employee to take Maternity Leave when the Employee is unable to carry out their normal duties and where the Employee is not eligible for benefits under Article 17: Sick Leave.
- (b) Maternity leave shall not exceed eighteen (18) months unless mutually agreed otherwise, between the Employee and the Employer.
- (c) 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 during which they will be treated as being on sick leave.
- (d) An Employee must give at least four (4) weeks written notice of the date on which they intend to resume work. The Employer shall reinstate the Employee in the same position held immediately prior to taking leave or if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued up to the date they commenced leave.

20.04 **Parental Leave**

- (a) An Employee, who has been employed by the Employer for at least ninety (90) days, shall, upon written request at least four (4) weeks in advance, be granted leave without pay and benefits for up to eighteen (18) 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 four (4) 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 at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

- (c) If Employees are parents of the same child, the Employees may share the parental /adoption leave, however only one (1) Employee may be on such leave at any given time.

20.05 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 any matter arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled shift(s) missed. The Employee shall remit to the Employer any monies received for such appearance less the cost of meals.
- (b) Where an Employee is required by law to appear before a court of law for reasons other than those stated in Article 20.05(a) above, the Employee shall be granted a leave of absence without pay.

20.06 Unpaid Leaves

- (a) The Employer shall apply all statutory unpaid leave provisions as outlined under the Alberta *Employment Standards Code* and at no less than those in effect as of January 1, 2022. For ease of reference, the current statutory leaves include:

Leave Type	Leave Duration
Compassionate care	Up to 27 weeks
Critical illness of a child	Up to 36 weeks
Critical illness of an adult	Up to 16 weeks
Disappearance of a child	Up to 52 weeks
Death of a child as a result of a crime	Up to 104 weeks
Reservist	Up to 20 days per year for annual training and as long as needed to accommodate international or domestic deployment
Citizenship ceremony	Half day once per lifetime
Domestic violence	Up to 10 days per year

Should the Employee require time off in excess of the *Employment Standards Code*, the Employer will consider same on a case by case basis. The Employee may be requested to provide proof of the situation in the form of a note from a physician, therapist, an attending police officer, or a crisis unit supervisor.

ARTICLE 21: DISCIPLINE, DISMISSAL AND RESIGNATION

- 21.01 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result

in a written warning to the Employee, within ten (10) days, exclusive of Saturdays, Sundays and Name Holidays, of the date of the occurrence of the unsatisfactory conduct or performance. 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 assignment of an improvement or correction period shall not restrict the Employer's right to take further action during said period, should the Employee's performance or conduct so warrant. A written warning that is grieved and determined to be unjust shall be removed from the Employee's record.

- 21.02 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, exclusive of Saturdays, Sundays and Named Holidays, of the date of the occurrence of the act giving rise to the suspension or dismissal. In complex cases, the Employer may request a reasonable extension of time, given the circumstances, to complete the investigation into the occurrence of the act and such extension will not be unreasonably denied. When the action involves a suspension the notice shall specify the time period of the suspension.
- 21.03 The procedure stated in Article 21.01 and 21.02 do not prevent immediate suspension or dismissal for just cause.
- 21.04 All notices of discipline shall be in writing, with a copy to the Union forthwith. If a disciplinary meeting is to be held, the Employee shall receive reasonable advance notice with shall not be less than twenty-four (24) hours, and shall have the right to be represented by a representative of the Union.
- 21.05 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Local forthwith.
- 21.06 An Employee who has been subject to disciplinary action, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, the Employer shall clear any record of the disciplinary action from the Employee's personnel file.
- 21.07 An Employee absent without good and proper reason, for three days and without notifying the Employer, shall be considered to have terminated his or her services with the Employer.
- 21.08 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.

- 21.09 A minimum of fourteen (14) calendar days' notice in writing, shall be given by an Employee who resigns.
- 21.10 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.

ARTICLE 22: GRIEVANCE PROCEDURE

- 22.01 A Grievance shall be defined as a difference between the Employer and either the Employee or the Union as to the interpretation, application, operation or any contravention or alleged contravention of this Collective Agreement.
- 22.02 Definition of Time Periods
- (a) For the purpose of this Article, periods of time shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays named in this collective Agreement.
 - (b) Should the Union or the Employer fail to comply with any time limit in the grievance procedure, 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.
- 22.03 An Employee, at any time, may have the assistance of a Union Representative relating to a current filed grievance.
- 22.04 Except for Step 1, replies to grievances shall be in writing at all stages. The Employer shall supply the necessary meeting rooms for grievance meetings.
- 22.05 Policy Grievance
- (a) 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.
 - (b) A policy grievance may be submitted at Step II and shall be submitted within ten (10) days of the date the grieving Party first became aware of, or reasonably should have become aware of, the occurrence causing the grievance.
- 22.06 The Employer may bring a grievance to the Union with respect to alleged interpretation, application, operation or contravention of this Collective Agreement and in such event Step I consists of Manager (or Administrator as appropriate) discussions with the Employee, Step II will consist of Employee and Union representative discussions with the Administrator and Step III arbitration.

22.07 Grievance Procedure

Step I

- (a) An Employee who believes that she or he has a grievance arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with her or his immediate out of scope Manager or designate within ten (10) days of the date she or he first became aware of, or reasonably should have become aware of the occurrence. A sincere attempt shall be made by both parties through discussion to resolve the issue at this level. The immediate out of scope Manager or designate shall advise the Employee of her or his decision within ten (10) days of the date the matter was first discussed.
- (b) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step II and processed there from 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.
- (c) In the event an Employee alleges that she or he has been dismissed or suspended without just cause, she or he may commence her or his grievance at Step II, within fifteen (15) days of the occurrence.

Step II

If the grievance is not resolved under Step I above, the Union shall, within seven (7) days of the receipt of the decision of the out of scope Manager or designate or designate, submit the grievance in writing to the Administrator or designate, who shall meet with the grievor and the Union representative and shall render a decision in writing to the Union within seven (7) days of the submission of the grievance at Step II.

Step III

If the decision of the Employer is not acceptable to the Union, it may submit the grievance to arbitration as per Article 25, provided it does so within seven (7) days of receipt of the decision of the Employer at Step III. The employer may submit the grievance to arbitration within seven (7) days of the date of its reply at Step III.

ARTICLE 23: ARBITRATION

- 23.01 (a) Either of the parties wishing to submit a grievance to arbitration shall notify the other party in writing of its intention to do so as per the time limits in 22.07 Step III and;

- (i) name its appointee to the Arbitration Board; or
 - (ii) state its desire to meet to consider the appointment of a single arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Article 23.01 above, the party receiving such notice shall:
 - (i) inform the other party of the name of its appointee to an Arbitration Board; or
 - (ii) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.
- (c) Where the appointees to an Arbitration Board have been named by the parties, they shall, within seven (7) days of their appointment, endeavour to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to agree on the choice of a Chairman they shall immediately request the Labour Relations Board to appoint a Chairman.
- (d) After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within four (4) weeks of appointment and hear such evidence as the parties may desire to present, ensure a full, fair hearing, and shall render the decision, in writing, to the parties within fourteen (14) days after the completion of the hearing.
- (e) The decision of a majority of the Arbitration Board or if there is no majority the decision of the Chairman, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties and on any Employee affected by it. The decision of the Board is subject at any time to judicial review in accordance with the Labour Relations Code provisions.
- (f) 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, if a single arbitrator or an Arbitration Board, by its 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 single arbitrator or the Arbitration Board may substitute such other penalty for the discharge or discipline as to it seems just and reasonable in all the circumstances.
- (g) The parties agree to split the costs of the arbitrator.

- (h) Any of the time limits herein contained in these arbitration proceedings, may be extended if mutually agreed to in writing by the parties.

23.02 Mediation

- (a) At any time subsequent to the receipt of notice by one party to take a grievance to arbitration, and up to the time of the arbitration hearing, the parties may, if mutually agreeable, use a mediator, agreed to by both parties to the grievance, to assist them at reaching a resolution to the dispute. The Mediation process will be without prejudice and any information arising from Mediation shall be considered privileged.
- (b) The costs of the mediator shall be split equally between the Union and the Employer.

ARTICLE 24: SALARIES

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

24.02 Part-time and Casual Employees shall advance along the pay scale as set out in the Salaries Appendix upon the completion of one-thousand, nine hundred and fifty (1950) hours paid at the Basic Rate of Pay at each step in the pay grade.

This wage adjustment will be reflected in the following pay period.

24.03 The Employer uses an electronic banked pay system. Pay periods are every two weeks, and extend from Wednesday to Tuesday. Payday is on the Friday of the week following the end of the pay period. In the event the Employer changes its pay administration, Employees and the Union will be notified at least 30 calendar days in advance.

24.04 When pay dates fall on a weekend or a Named Holiday, wages will be deposited on the last banking day prior to these dates.

24.05 A newly hired Paramedical Professional or Technical Employee shall be paid at their applicable rate as per Salary Appendix, until such time as they qualify for their registration/license. Upon obtaining registration/license, the Employee shall be paid at the rate applicable to a Paramedical Professional or Technical Employee effective the date they obtained registration/license, and proof of the same is provided to the Employer.

ARTICLE 25: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

25.01 Shift Differential

- (a) Effective the date of ratification, a Shift Differential of \$2.25 per hour will be paid to Employees working a shift where the majority of such shift falls within the period of 1500 hours to 0700 hours (employee will be paid shift differential only if majority hours are worked after 1500 and only paid on hours worked after 1500).
- (b) Employees working regular Business Hours (Monday to Friday) will not be eligible for shift differential.
- (c) At no time shall shift differential be included with the Employee's regular rate of pay for purposes of continuing overtime payments, other premium payments, or any employee benefits.

25.02 Weekend Premium

- (a) Effect the Date of Ratification, an Employee who works Saturdays or Sundays (Day Shift) as part of this regularly scheduled work week, shall receive a weekend premium of two dollars and twenty-five cents (\$2.25) for each hour worked from 07:00 to 15:00 on Saturday and Sunday. An Employee working Weekend Evening Shift (1500 to 2300) or Weekend Night Shift (2300 to 0700) will receive a shift premium of \$1.75 per hour).
- (b) At no time shall weekend premium be included with the Employer's regular rate of pay for purposes of computing overtime payments, other premium payments, or any employee benefits.

ARTICLE 26: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

26.01 Part-Time Employees

Except as modified in Article 26.01, all provisions of this Collective Agreement shall apply to part-time Employees.

- (a) Hours of Work

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point five

(7.50) hours per day and in any event, shall be less than seventy-five (75) hours in a fourteen (14) calendar day period.

- (ii) Notwithstanding the foregoing, 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.

(b) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of one thousand nine hundred, and fifty (1950) regular hours of work to the maximum increment granted Full-time Employees.

(c) Named Holidays

Amend Article 16 to read:

16.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to five percent (5.0%) of their regular earnings in lieu of Named Holidays.

16.02 A Part-time Employee required to work on a Named Holiday shall be paid at one and a half times (1 1/2X) the Employee's Basic Rate of Pay for work performed up to seven point five (7.50) hours. Two times (2X) the Employee's Basic Rate of Pay shall be paid for work in excess of seven point five (7.50) hours on such day.

(d) Sick Leave

Amend Article 17.02 to read:

17.02 A Part-time Employee shall accumulate sick leave benefits on the basis of one and one-quarter (1 1/4) days per month, pro-rated on the basis of the regularly scheduled hours of the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee. Such Employee shall not be entitled to apply sick leave credits prior to the completion of the probationary period with the Employer.

26.02 Temporary Employees

- (a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 14: Layoff and Recall, nor be eligible for prepaid health benefits under Article 19: Health, Dental, Life Insurance Benefits.
- (b) Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 13.06 shall also specify the expected term of the temporary position.

26.03 Casual Employees

Except as modified in this Article, all provisions of this Collective Agreement shall apply to Casual Employees except that Articles 7.01(a), 7.02, 7.03, 7.04, 9, 11, 14, 15, 16, 17, 19 and 20 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 regularly scheduled under the provisions of Article 2.03(c)(i) the scheduling provisions of Article 7 shall apply.

(b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of one thousand, nine hundred and fifty (1950) regular hours of work to the maximum increment granted Full-time Employees.

(c) Vacation

Amend Article 15 to read:

- 15.00 (a) Casual Employees shall be paid, in addition to their basic rate of pay, a sum equal to:
- (i) for 1-5 years of service, six percent (6%) of gross earnings;
 - (ii) for 6-14 years of service, eight percent (8%) of gross earnings;

(iii) for 15 or more years of service, ten percent (10%) of gross earnings;

(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 16 to read:

16.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal five percent (5.0%) of their regular earnings in lieu of Named Holidays.

16.02 A Casual Employee required to work on Named Holidays shall be paid at one and a half times (1 ½ X) the Employee's Basic Rate of Pay for work performed up to seven point five (7.50) hours. Two (2 X) the Employee's Basic Rate of Pay shall be paid for work in excess of seven point five (7.50) hours on such day

ARTICLE 27: COPIES OF COLLECTIVE AGREEMENT

27.01 Copies of this Collective Agreement shall be made available to each Employee as soon as possible after ratification and signing.

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

27.03 The Collective Agreement shall be produced. The cost of printing shall be shared equally between the union and the employer.

ARTICLE 28: NO STRIKE OR LOCKOUT

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

ARTICLE 29: JOB DESCRIPTION

29.01 For each position in the bargaining unit, the Employer shall prepare a job description. 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 30: IN-SERVICE PROGRAMS

- 30.01 For the purpose of this Article, the term “in-service” includes; orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- 30.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for the Employees and those required to attend such sessions shall be paid at the applicable rate of pay for such attendance.
- 30.03 Employees granted permission to attend non-compulsory in-service programs at work will suffer no loss of regular earnings for attending.
- 30.04 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional Association) \$250.00 for their professional licensing fees if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year. Reimbursement will be within 30 days of submission of the request for reimbursement. Employees may be required to submit satisfactory proof of active registration in their Professional Association.

ARTICLE 31: COMMITTEE PARTICIPATION

- 31.01 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.

ARTICLE 32: RECOGNITION OF PREVIOUS EXPERIENCE

- 32.01 When an Employee has experience satisfactory to the Employer, the Employee’s starting salary shall be adjusted as follows:
- (a) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- 32.02 Additional time worked by an Employee, measured in hourly units that do not total 1950 hours may be credited for purposes of initial placement on the salary scale. If an Employee has 975 hours or greater they shall be applied as if they are 1950 hours, and the Employee will be moved to the next increment. If an Employee has 974 hours or less the hours shall not be applied to the next increment.

LETTER OF UNDERSTANDING #1

BETWEEN

**HARDISTY CARE CENTRE LTD.
(EMPLOYER)**

AND

UNITED NURSES OF ALBERTA, LOCAL 234

Re: Flexible Work Hours – Social Workers

Recognizing that the Employer has the right to schedule regular hours or work in accordance with Article 7: Hours of Work;

And recognizing that client needs may be better served by working flexible hours, the following provisions shall apply where flexible hours are implemented;

1. The Employer shall develop regular work schedules for Employees in accordance with Article 7: Hours of Work.
2. Subject to approval of the Administrator Employees may work hours in excess of their regularly scheduled daily or weekly hours to meet client needs. Such hours shall be banked at straight time rates and taken as compensating time off at a mutually agreeable time.
3. Flex hour banks shall not exceed thirty (30) hours.
4. Where Employees work additional daily or weekly hours in accordance with this Letter of Understanding, clause 7.02 shall not apply.
5. Sick Leave, Named Holidays, and Vacation shall be earned and compensated based on the Employee's regularly scheduled work hours.

LETTER OF UNDERSTANDING #2

BETWEEN

**HARDISTY CARE CENTRE LTD.
(EMPLOYER)**

AND

UNITED NURSES OF ALBERTA, LOCAL 234

**RE: LUMP SUM PAYMENT – RECOGNITION FOR SERVICES RENDERED DURING THE COVID-19
RESPONSE**

1. On the pay period following the date of ratification, each Employee shall be issued a one-time premium payment of 2% of the Basic Rate of Pay for all hours actually worked between January 1, 2021, and December 31, 2021.
2. For the purposes of this one-time lump sum payment “regular hours actually worked” includes:
 - (a) Time on sick leave with pay; and
 - (b) Absences while receiving Workers’ Compensation.

LETTER OF UNDERSTANDING #3

BETWEEN

**HARDISTY CARE CENTRE LTD.
(EMPLOYER)**

AND

UNITED NURSES OF ALBERTA, LOCAL 234

RE: HEALTH SPENDING ACCOUNT (HSA)

1. Eligibility

- (a) Effective January 1, 2025 a Health Spending Account (HSA) shall be provided of \$300 annually for all Regular Employees eligible for benefits in accordance with Article 19: Health, Dental, Life Insurance Benefits.

2. Utilization

- (a) Reimbursement for health, vision and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 19: Health, Dental, Life Insurance Benefits of the Collective Agreement.

3. Allocation

- (a) Any unused allocation in an Employee's HSA as of December 31st of each calendar year may not be carried forward into the next calendar year.
- (b) Employees who terminate after January 1st in the year in which the funds are available, shall have incurred the expense they are claiming for prior to the date of termination of employment.
- (c) Reimbursement will be provided by the Employer upon submission of an original receipt.

		0-1950 hours	1951-3900 hours	3901-5850 hours	5851-7800 hours	7801-9750 hours	9751-11700 hours	11701-13650 hours	13651-15600 hours	15601-17551 hours
Class	Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Occupational Therapist / Physiotherapist	01-Apr-19	37.03	38.39	39.48	40.59	41.57	42.93	44.52	45.54	46.91
	1-Apr-20	37.03	38.39	39.48	40.59	41.57	42.93	44.52	45.54	46.91
	1-Apr-21	37.03	38.39	39.48	40.59	41.57	42.93	44.52	45.54	46.91
	1-Apr-22	37.03	38.39	39.48	40.59	41.57	42.93	44.52	45.54	46.91
	1-Apr-23	37.77	39.16	40.27	41.40	42.40	43.79	45.41	46.45	47.85
	8-Nov-24	39.28	40.72	41.88	43.06	44.10	45.54	47.23	48.31	49.76
	1-Jan-25	40.26	41.74	42.93	44.13	45.20	46.68	48.41	49.52	51.01

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

(Employer)

(Union)

Date: _____

Date: _____