COLLECTIVE AGREEMENT

BETWEEN

CHANTELLE MANAGEMENT LTD.
AT EDITH CAVELL CARE CENTRE
LETHBRIDGE, ALBERTA

- AND -

THE UNITED NURSES OF ALBERTA
LOCAL #172

FOR THE PERIOD

APRIL 1, 2020 – MARCH 31, 2024

NUMERICAL INDEX

Article 1: General 1
Article 2: Definitions and Miscellaneous 1
Article 3: Recognition 3
Article 4: Management Rights 4
Article 5: Dues, Deductions and Union Business 4
Article 6: No Discrimination 5
Article 7: Strikes and Lockouts 6
Article 8: Union Representatives 6
Article 9: Grievance Procedure 6
Article 10: Arbitration 9
Article 11: Seniority 10
Article 12: Layoff and Recall 12
Article 13: Vacancies and Job Postings 12
Article 14: Orientation, In-Service, Professional Fees and Development 14
Article 15: Performance Appraisal 15
Article 16: Discipline, Dismissal and Resignation 16
Article 17: Leaves of Absence 17
Article 18: Sick Leave/Workers' Compensation Benefits 21
Article 19: Health and Welfare 23
Article 20: Paid Holidays 24
Article 21: Vacations 26
Article 22: Resignation 28
Article 23: Term Position 28
Article 24: Hours of Work 30
Article 25: Work Schedule 31
Article 26: Call Back Guarantee 33
Article 27: Overtime 33
Article 28: Recognition of Previous Experience 34
Article 29: Job Classification and Wage Rates 34
Article 30: Pay Days 36
Article 31: Professional Responsibility 36
Article 32: Duration of the Collective Agreement 38
Article 33: Occupational Health and Safety 38
Article 34: Job Description 39
Article 35: Pension Plan 39
Article 36: Copies of the Collective Agreement 40
Article 37: Probationary Period 40
Letter of Understanding #1 Re: Increasing and Decreasing Hours of Work 41
Letter of Understanding #2 Re: Employment Insurance Reduction and Rebate 43
Letter of Understanding #3 Re: Retention & Recruitment Initiatives 44
Letter of Understanding #4 Re: National Day for Truth and Reconciliation 47
Letter of Understanding #5 Re: Implementation of Article 13.10 48
Letter of Understanding #6 Re: Implementation of Shift Differential/Premium in Article 29 49
Letter of Understanding #7 Re: Implementation of Article 29.04(g) 50
Salary Appendix 51

ALPHABETICAL INDEX

Arbitration....9
Call Back Guarantee....33
Copies of the Collective Agreement....40
Definitions and Miscellaneous....1
Discipline, Dismissal and Resignation....16
Dues, Deductions and Union Business....4
Duration of the Collective Agreement....38
General....1
Grievance Procedure....6
Hours of Work....30
Health and Welfare....23
Job Classification and Wage Rates....34
Job Description....39
Layoff and Recall....12
Leaves of Absence....17
Letter of Understanding #1 Re: Increasing and Decreasing Hours of Work....41
Letter of Understanding #2 Re: Employment Insurance Reduction and Rebate....43
Letter of Understanding #3 Re: Retention & Recruitment Initiatives....44
Letter of Understanding #4 Re: National Day for Truth and Reconciliation....47
Letter of Understanding #5 Re: Implementation of Article 13.10....48
Letter of Understanding #6 Re: Implementation of Shift Differential/Premium in Article 29....49
Letter of Understanding #7 Re: Implementation of Article 29.04(g)....50
Management Rights....4
No Discrimination....5
Occupational Health and Safety....38
Orientation, In-Service, Professional Fees and Development....14
Overtime....33
Paid Holidays....24
Pay Days....36
Performance Appraisal....15
Pension Plan....39
Probationary Period....40
Professional Responsibility....36
Recognition of Previous Experience....34
Recognition....3
Resignation....28
Salary Appendix....53
Seniority....10
Sick Leave/Workers' Compensation Benefits....21
Strikes and Lockouts....6
Term Position....28
Union Representatives....6
Vacancies and Job Postings....12
Vacations....26
Work Schedule....31

COLLECTIVE AGREEMENT made this 12th day of November 2024.

BETWEEN

**(CHANTELLE MANAGEMENT LTD.
AT EDITH CAVELL CARE CENTRE, LETHBRIDGE, ALBERTA
(hereinafter referred to as the "Employer")**

AND

**THE UNITED NURSES OF ALBERTA
LOCAL #172
(hereinafter referred to as the "Union")**

ARTICLE 1: GENERAL

1.01 The parties acknowledge that their primary purpose is to provide efficient and quality resident care and believe that this purpose can be achieved most readily if harmonious relationships exist between the Employer and Employees.

1.02 In recognition of the purpose aforesaid, the parties are desirous of concluding a Collective Agreement to establish rates of pay and other terms and conditions of employment for Employees covered by this Collective Agreement.

ARTICLE 2: DEFINITIONS AND MISCELLANEOUS

2.01 (a) "Union" shall mean the United Nurses of Alberta.

(b) "Local" shall mean the Local #172 branch of the Union.

2.02 "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 Centre.

2.03 "Employee" shall mean a person covered by this Collective Agreement. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: Regular, Casual or Term.

2.04 "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;

(a) "Full-time Employee" shall mean a person covered by this Collective Agreement who is committed to and regularly and on a recurring basis works 36.81 hours per week averaged over one (1) complete cycle of the Shift cycle, exclusive of overtime.

(b) "Part-time Employee" is one who is committed to and regularly works less than the full prescribed hours of work of a Full-time Employee averaged over one (1) complete cycle of the Shift cycle, exclusive of overtime.

2.05 "Casual Employee" is one who:

(a) is hired to work on a call basis and who is not regularly scheduled; or

(b) is regularly scheduled for a period of three (3) months or less for a specific job; or

(c) one who replaces a Full-time or Part-time Employee who is absent and expected to return.

2.06 "Term position" shall mean a position occupied by an Employee for a specified period of time, to replace another Employee who is on a leave of absence, or sick leave for a period of time expected to exceed three (3) months or to carry out a special short-term project in excess of three (3) months.

The Term will not exceed one (1) year unless mutually agreed between the Employer and the Union.

2.07 (a) "Certified Graduate Nurse" means a person whose name is in the Certified Graduate Nurses Roster and who holds an annual or temporary permit pursuant to the *Health Professions Act*, R.S.A. 2000, c. H-7 and Regulations.

(b) "Graduate Nurse – Temporary Permit Holder" means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.

(c) "Graduate Psychiatric Nurse" means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act and Regulations*.

2.08 (a) "Registered Nurse" means a person who has been issued a certificate of registration as a Registered Nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.

(b) "Registered Psychiatric Nurse" means a person who has been issued a certificate of registration as a Psychiatric *Health Professions Act and Regulations*, and who holds an annual certificate.

2.09 The singular shall include the plural and vice versa as applicable.

2.10 "Basic Rate of Pay" is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.

2.11 "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.

2.12 "Bi-Weekly Period" shall mean the two (2) calendar weeks constituting a pay period.

2.13 "Shift" means a daily tour of duty, exclusive of overtime hours.

2.14 In the event of any legislation now in force or hereinafter enacted invalidating the application of any section or Article in this Collective Agreement, such section or Article shall be amended or deleted as the same may be and the remainder of this Collective Agreement shall remain in full force and effect.

2.15 "Position" shall mean:

(a) the category (Regular, Term or Casual);

(b) the classification;

(c) number of hours per Shift and Shifts per Shift cycle, FTE is for informational purposes only;

for which the Employee is hired.

2.16 "Week" shall mean the period between midnight on a Sunday and midnight on the following Sunday.

2.17 "Day Shift" shall mean any Shift where the majority of hours fall before 1500 hours.

2.18 "Evening Shift" shall mean any Shift where the majority of hours falls between 1500 hours and 2300 hours.

2.19 "Night Shift" shall mean any Shift where the majority of hours falls between 2300 hours and 0700 hours.

2.20 This Collective Agreement shall apply to Part-time, Temporary and Casual Employees except that Articles 11, 12, 18, 19, 20 and 21 shall have no application to Casual Employees, except as specified therein.

2.21 Director of Care shall mean the Administrator at Edith Cavell Care Centre.

2.22 "FTE" means Full-Time Equivalent.

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.

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 A request by an Employee for Union representation at any meetings with the Employer shall not be denied. However, no meeting shall be delayed as a result of the unavailability of a Union representative.

3.04 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.

3.05 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 such as fax or e-mail.

3.06 Any notice or advice which the Union or Local is required to give to the Employer in respect of any matter referred to in this Collective Agreement shall be sufficient if delivered to the Director of Care in an electronic form such as fax or e-mail.

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 of the Centre in all respects unless otherwise provided by this Collective Agreement. For greater clarity, such rights include the right to:

(a) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Centre;

(b) Maintain order, discipline and efficiency;

(c) Make and 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;

(d) 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;

(e) Hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.

4.02 Management will not exercise its rights unreasonably or in a manner that is inconsistent in accordance with the terms of this Collective Agreement.

ARTICLE 5: DUES DEDUCTIONS AND UNION BUSINESS

5.01 The Employer shall deduct from the earnings of each Employee covered by this Collective Agreement, monthly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Union or its authorized representative not later than the fifteenth (15th) day of the month following and shall be accompanied by:

(a) A list of the names of all Employees for whom deductions are being made;

(b) A list of the names and addresses of all newly hired Employees;

(c) A list of the names of all Employees whose employment has been terminated; and

(d) A list of the names of all Employees who are on a leave of absence for four (4) weeks or greater duration.

A copy of such lists shall be forwarded as well to the Secretary of the Local by the fifteenth (15th) day of the month following the month for which dues are deducted.

5.02 The Union shall advise the Employer, in writing, on any change in the amount of deductions to be made by the Employer for implementation the month following that month in which notification of the change was received.

5.03 The Local will save the Employer harmless from any claims that may arise either from any deduction for wages in respect of check-off of monthly assessments, initiation fees or other assessments, or any action taken at the request of the Local.

5.04 The Employer agrees that a Local representative shall be given the opportunity to meet with each new Employee for the purpose of explaining the Collective Agreement and ascertaining whether the Employee wishes to join the Local.

5.05 The Employer shall provide a bulletin board to be placed in a reasonably accessible location upon which space shall be provided where the Local may be permitted to post notices of meetings and such other notices which may be of interest to Employees provided that such notices shall first be approved by the Employer.

5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business or for time in lieu of Union or Local business. Requests for leaves of absence shall be made in the payroll system and the Employer's reply shall be given in writing.

(b) All such leave shall be with pay, excluding those Employees on a full-time Union leave. Time off granted in accordance with Article 5.06(a) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a fifteen percent (15%) administration fee.

ARTICLE 6: NO DISCRIMINATION

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

ARTICLE 7: STRIKES AND LOCKOUTS

7.01 There shall be no strike or lockout during the currency of this Collective Agreement as such terms are defined in the Labour Relations Code.

ARTICLE 8: UNION REPRESENTATIVES

8.01 The Employer will recognize Union Representatives whose duties shall be to negotiate renewal agreements and be responsible for the handling of all grievances and complaints.

8.02 The Union will provide the Employer with the names of the Officers and Representatives. This list will be revised when changes occur.

8.03 One Local Representative~~s~~ will be paid at their Basic Rate of Pay for all time used during their regularly scheduled hours of work in attending grievance hearings, or joint committee meetings.

8.04 There shall not be any Local meetings on the premises of the Centre without the permission of the Director of Care.

ARTICLE 9: GRIEVANCE PROCEDURE

9.01 Communication

(a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Local in respect of any matter referred to in this Article shall be sufficient if delivered to the President or the Secretary of the Local.

(b) Any notice or advice which the Local is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the appropriate party(ies) identified in the Steps of the Grievance Procedure and clauses of this Article.

(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 providing the Employee does not leave the Centre. The Employer may require that grievance be presented outside of working hours if in its reasonable opinion an undue amount of time is being consumed by grievance representatives during working hours.

(d) When a grievance is submitted in writing it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, the Employee(s) involved if other than the grievor, the remedies sought and if possible, the clause or clauses of this Collective Agreement said to be violated, all in clear and concise terms.

9.02 (a) At the oral discussion and in all steps of this Grievance Procedure an aggrieved Employee if they desire, may be accompanied by or represented by their Local Representative of the Union.

(b) At the steps of the Grievance Procedure, the grievor shall have the right to be represented by the Local as well as a representative of the United Nurses of Alberta if the grievor so desires or the Employer so requests.

9.03 Time Limits

(a) 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 paid holidays which are specified in Article 20 - Paid Holidays.

(b) Time Limits fixed in complaints, grievance and arbitration procedures may be extended only by the written mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Collective Agreement, unless mutually extended, the Employer or the Local will not be obliged to consider it and the same shall expire and shall not be further considered nor the subject of a further grievance.

9.04 Definitions

(a) "Grievance" shall mean a complaint filed in writing at Step 1 of the Grievance Procedure arising from the interpretation, application, administration or alleged violation of this Collective Agreement.

(b) No grievance shall be considered which is not presented as a complaint within seven (7) days of the occurrence of the incident.

9.05 Steps of the Grievance Procedure

(a) It is understood that a member of the bargaining unit has no grievance until they have first given the Administrator an opportunity to adjust their complaint. It may be appropriate that an oral discussion be held at this point. The Administrator shall give an oral reply within seven (7) calendar days following presentation of the complaint.

(b) Failing settlement of the complaint as hereinbefore provided, such matter may be taken up as a grievance in accordance with the following procedure.

Step 1

Within seven (7) days of a reply received pursuant to Article 9.05(a) which is unsatisfactory to the Employee the Employee may submit the grievance in writing dated and signed to the Administrator.

The Administrator shall forward copies to the Chief Executive Officer.

A meeting will be held between the Administrator and the Employee within seven (7) days of receipt of the notice.

The decision of the Administrator shall be given within seven (7) days of the meeting.

Step 2

Failing settlement of the grievance at Step 1, and if further action is to be taken then within seven (7) days after the decision is given in Step 1, the Employee shall submit the grievance, in writing, dated and signed to the Chief Executive Officer or designated representative.

A discussion will then be held between Chief Executive Officer and the Employee within ten (10) days of receipt by the Chief Executive Officer of the notice from the Employee.

Step 3

Failing settlement of the grievance under the foregoing procedure, or should the Chief Executive Officer or designated representative fail to render a decision as required in Step 2, and the grievance arises from the interpretation, application or alleged violation of this Collective Agreement including any questions as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written notice of intent to submit the matter to arbitration is received within seven (7) days after the decision under Step 2 is given or time for the reply by the Chief Executive Officer or designated representative has elapsed, the grievance shall be deemed to have been settled and abandoned.

9.06 Group Grievance

(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 from there in the same manner as an individual grievance. A group grievance shall include a list of all Employees affected by the grievance.

9.07 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. Such grievance shall be initiated in writing to the Administrator or the Local Union President with a copy to the Labour Relations Officer of the United Nurses of Alberta by a representative of the aggrieved party within fifteen (15) days of the date that the aggrieved party first became aware of or reasonably should have become aware of the events leading to the grievance.

(b) A meeting will then be held between the Employer and the Local within ten (10) days of the receipt of the notice. A representative of the United Nurses of Alberta may be in attendance

(c) A decision, in writing, shall be given by the Secretary of the Local or the Administrator within ten (10) days after the meeting, and failing settlement, the grievance may be referred to arbitration.

ARTICLE 10: ARBITRATION

10.01 If a party wishes to submit the matter to arbitration, the notice of such decision shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour for Alberta upon the request of either party.

10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

10.03 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee affected by it. The decision of a majority is the decision of the Arbitration Board but if there is no majority, the decision of the Chairperson shall govern.

10.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Collective Agreement and only to interpret and apply this Collective Agreement and any relevant legislation or government regulations to the facts of the grievance(s) involved. The Board of Arbitration may make such decision as it may in the circumstances deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.

10.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify, or amend this Collective Agreement in order to give any decision inconsistent with it nor shall any practices or customs become binding unless reduced to writing by the Union and the Employer. Only matters or grievances relating to the interpretation, application or administration, or alleged violation of this Collective Agreement and including any question as to whether a matter is arbitrable, shall be arbitrable.

10.06 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own arbitrator and one-half (1/2) of the expenses and fees of the Chairperson.

10.07 All agreements reached under the grievance procedure between the Employer and the representatives and the Local and its representatives will be final and binding upon the Employer, the Local and the Employee(s) involved.

10.08 Notwithstanding the submission of a grievance to arbitration the Employer and the Local shall be at liberty to discuss the grievance and may settle and determine the same as they may mutually agree.

10.09 Sole Arbitrator

In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a sole arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter shall be determined by a sole arbitrator and failing such agreement the regular Arbitration Procedure shall apply.

10.10 After the Arbitration Board has been formed in accordance with the above procedure, it shall meet within twenty-one (21) days of the appointment of the Chairperson and hear such evidence as the parties may desire to present to assure a full, fair hearing and shall render its decision, in writing, to the parties within fourteen (14) days after the completion of the hearing.

ARTICLE 11: SENIORITY

11.01 (a) A Regular or Term Employee's "Seniority Date" shall be the date on which the Employee's continuous service within the bargaining unit commenced. The seniority date will be adjusted to include all prior periods of service as a Casual Employee contiguous to present 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;

(iii) service with another Chantelle site in direct care nursing or nursing instruction provided there was no break in the Employee's service for longer than six (6) months.

Provided there was no break in the Employee's service for longer than six (6) months.

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

(a) When an Employee resigns from the Edith Cavell Care Centre.

(b) When an Employee is laid off for a period of twelve (12) months and does not work in a relief capacity for the Employer.

(c) When an Employee forfeits their right to recall pursuant to Article 12.08 of this Collective Agreement.

(d) When an Employee has been on Workers' Compensation for twenty-four (24) consecutive months.

11.03 Seniority shall be considered in determining:

(a) Preference of vacation time;

(b) Layoffs and recalls, subject to the qualifications specified in Article 12 - Layoffs and Recall;

(c) Promotions within the bargaining unit subject to the qualifications specified in Article 13 - Vacancies and Job Postings.

11.04 If an Employee resigns their employment and within thirty (30) days of their resignation makes application for a job available at that time at another facility owned by Chantelle Management Ltd. where the United Nurses of Alberta is the certified bargaining agent, and if hired for that job, the Employee's length of service at Edith Cavell Care Centre shall be used for the calculation of increments and annual vacation entitlement.

11.05 Transfers and Seniority Outside the Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, the Employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

An Employee shall have the right to return to a position in the bargaining unit during the trial period which shall be a maximum of sixty (60) days. If an Employee returns to the bargaining unit, they shall be reinstated to their former position as per 13.05. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

11.06 Seniority Lists

Seniority lists shall be provided by the Employer to the Union within three (3) months of the date of signing this Collective Agreement and whenever changes are made. Seniority Lists shall be printed in order of date of hire.

ARTICLE 12: LAYOFF AND RECALL

12.01 In case it becomes necessary to reduce the working force the Employer will notify Employees who are to be laid off twenty-eight (28) calendar days prior to the layoff will be required nor will apply where the layoff results from emergency conditions or circumstances. In the case of a probationary Employee, no notice of layoff shall be required.

12.02 In case it becomes necessary to reduce the working force, Employees will be laid off in reverse order of seniority provided that the remaining Employees have the skills, knowledge and training to satisfactorily perform the available work.

12.03 No new Employees will be hired while there are other Employees on layoffs as long as laid off Employees have the skills, knowledge and training to perform the work required and are available to do so. If a new Employee is hired in circumstances where laid off Employees are not available, such new Employees shall be hired only for such time as the laid off Employee is not available.

12.04 Employees affected by layoff should make prior arrangements for payment of the full premium of any applicable benefit plan such as Alberta Health Care Insurance, etc.

12.05 Other than the continuance of certain benefits as may be arranged under Article 12.04 and the retention of seniority under Article 11 an Employee's right while on layoff shall be limited to the right to recall only as specified in Articles 12.07 and 12.08.

12.06 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.

12.07 When increasing the work force, recalls shall be carried out in order of seniority provided the Employee being recalled has the skills, training and knowledge to perform the required work satisfactorily.

12.08 The Employer shall offer relief work to laid off Employees first, up to their pre layoff FTE status in order of their seniority, providing the Employee can perform the required work satisfactory 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 their recall status.

ARTICLE 13: VACANCIES AND JOB POSTINGS

13.01 The Employer shall post on the bulletin board notices of all permanent vacancies and all temporary vacancies within the bargaining unit in excess of three (3) months in the Department of Nursing not less than ten (10) calendar days in advance of making an appointment. The posting shall identify the Shift(s) to be worked and the number of Shifts/Shift cycle and the length of the Shift which shall constitute the regular hours of work for that position. A copy of such notice shall be forwarded to the Union within five calendar days of the posting.

13.02 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.

13.03 All vacancies shall be filled whenever possible by Employees within the bargaining unit.

13.04 In making promotions and transfers, the determining factors shall be skill, training and knowledge, where these factors are equal, seniority shall be the deciding factor. If all applicants for a position are Casual Employees, the determining factors shall be skill, training and knowledge, and where these factors are equal, the position shall be awarded to the Employee who has been within the bargaining unit the longest.

13.05 All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a sixty (60) calendar day trial period of 325.5 hours worked in which to demonstrate their ability to perform the new task satisfactorily. Should such Employee fail to succeed during the above mentioned trial period, the Employer will make a sincere effort to reinstate the Employee in their former position without loss of seniority or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at equivalent to that of their former position.

Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary. The implications of this clause must be brought to the attention of an Employee when they take a position due to promotion or transfer of Employees.

13.06 If in the Employer's opinion, no applicant is qualified to perform the required work, the Employer may fill the vacancy at its discretion.

13.07 The Employer will discuss with unsuccessful applicants, if they so request, ways in which they can improve their qualifications for future postings. The name of the successful applicant will be posted by the Employer on the bulletin board.

13.08 All applications for a vacancy shall be submitted in writing to the Employer subject to Article 13.01.

13.09 The Union and all other applicants for the transfer, promotion and/or vacancy shall be informed in writing or by electronic copy of the name of the successful applicant within five working days of the appointment. The name of the Employee who is appointed to fill the transfer, promotion or 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. The Union shall be informed of the name of the successful applicant within five (5) days.

13.10 At time of hire or transfer, or change of hours or change of category (Regular, Term, or Casual), all Employees shall receive a letter which shall include the following:

(a) category (Regular, Term 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.

ARTICLE 14: ORIENTATION, IN-SERVICE, PROFESSIONAL FEES AND DEVELOPMENT

14.01 New Employees shall be provided with orientation on their first seven (7) Shifts of patient/resident/client care under guidance or supervision, subject to the availability of suitable personnel, with the Employer.

14.02 The Employer shall provide on a continuing basis and during the normal hours of work, a program of in-service education for Employees.

14.03 Any Employees returning to duty at the Employer's request to attend an in-service or staff meeting held during other than their regular working hours, shall receive pay at their Basic Rate of Pay for such attendance.

14.04 The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

(a) Fire (hands on experience with equipment);

(b) Evacuation and disaster procedures;

(c) Proper lifting and prevention of back injuries;

(d) CPR and Heimlich Maneuver;

(e) Charting or M.D.S. training (to be determined by the Employer)

(f) Crisis intervention training

14.05 Professional Fees

(a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) $200 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.

(b) Regular hours actually worked in clause (a) includes:

(i) Leaves of absence for Union or Local business;

(ii) Other leaves of absence of one (1) month or less;

(iii) Time on sick leave with pay;

(iv) Absences while receiving Workers' Compensation;

(v) Educational leave up to twenty-four (24) months; and

(vi) Maternity, Parental, Compassionate/Terminal Care, Parents of Critically Ill Child and Death or Disappearance of Child Leaves.

(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 (CARNA);

(ii) The College of Registered Psychiatric Nurses of Alberta (CRPNA); or

(iii) Any alternative Professional College acceptable to the Employer.

ARTICLE 15: PERFORMANCE APPRAISAL

15.01 The parties to this Collective Agreement recognize the desirability of annual performance appraisals. The Employee has a responsibility to participate in the performance appraisal conference by mutually planning, with the appraiser, personal and professional goals for their further development.

(a) All performance appraisals shall be in writing and shall be done by the most immediate supervisor.

(b) Meetings for the purpose of the performance appraisal interviews shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the interview the Employee shall be given a copy of their performance appraisal document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of their performance appraisal interview. The Employee shall sign their performance appraisal for the sole purpose of indicating that they are aware of the performance appraisal and shall have the right to respond, in writing, within fourteen (14) days of the interview and the reply shall be attached to their performance appraisal and placed in the Employee's personnel file.

15.02 An Employee's performance appraisal, as well as any and all other material in the Employee's personnel file shall not be released except as may be required by law, without the written consent of the Employee.

15.03 (a) By appointment with the administrator made at least five (5) working days in advance, an Employee may view their personnel file once every six (6) months and in addition when the Employee has filed a grievance. An Employee may be accompanied by a Union or Local Representative when viewing their 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 they view their file, pursuant to Article 15.03(a). An Employee may also request such copies on other occasions provided the 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.

ARTICLE 16: DISCIPLINE, DISMISSAL AND RESIGNATION

16.01 Unsatisfactory and/or 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 Union shall not unreasonably deny an Employer request for an extension. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

16.02 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 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. The Union shall not unreasonably deny an Employer request for an extension. When the action involves a suspension the notice shall specify the time period of the suspension.

16.03 The procedures stated in Article 16.01 and 16.02 do not prevent immediate suspension or dismissal for just cause.

16.04 An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

16.05 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.

16.06 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.

16.07 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer. This may include when an Employee fails to report for work as scheduled at the end of a leave of absence, vacation or suspension unless excused in writing by the Employer.

16.08 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause. This may include when an Employee leaves the Employer's premises during regular working hours without the permission of the Director of Care or without giving a reason satisfactory to the Director of Care.

ARTICLE 17: LEAVES OF ABSENCE

17.01 General Policies Governing Leaves of Absence

The following rules and procedures shall apply to requests for leaves of absence:

(a) Unless otherwise stated, all leaves granted under this Article are without pay, benefits, income protection or earned vacation, nor will any other benefit be paid or accrued while on leave of absence.

(b) Where any leave of absence without pay exceeds one (1) month:

(i) The Employer shall pay its share of the Health Benefits and Insurance Coverage benefits for the calendar month in which the leave commences and in the month immediately following up to a total of one (1) month.

(ii) If the leave of absence exceeds one (1) month, benefit coverage may be continued by the Employee provided they pay the total cost of the premiums to the Employer in advance for each monthly period in excess of the first month's leave of absence.

17.02 Employees who are on any leave of absence will not engage in gainful employment on such leave without the consent of the Employer.

17.03 Subject to Article 17.01(a) benefits will accrue from the date of return to employment following such leave of absence.

17.04 In the case of leaves of absence in excess of one (1) month, the Employee's increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.

17.05 Employees shall not be entitled to Paid Holidays which may fall during the period of a leave of absence.

17.06 Personal Leave of Absence

The Director of Care shall have the discretion to grant or refuse a request for a leave of absence without pay for extenuating personal reasons provided that the Employee receives at least one (1) month's advance notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Centre. Applicants when applying must indicate the date of departure and specify the date of return.

17.07 Bereavement Leave

(a) Bereavement leave with pay of up to five (5) consecutive calendar days shall be granted in the event of death of a member of the Employee's immediate family. Immediate family includes children (including step-children), parents, brothers, sisters, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, guardian, grandchildren, brother-in-law, sister-in-law, grandparents, fiancé. Spouse shall include common-law and/or same sex relationship.

Bereavement leave shall be extended up to two (2) additional days without pay 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 working day off without pay or the Employee may utilize their vacation entitlement pay to attend the funeral services.

Casual Employees shall not be eligible for bereavement leave.

An Employee will not be eligible to receive payment under the terms of bereavement leave for any period in which the Employee is receiving any other payments such as, for example: holiday pay, vacation pay or income protection.

17.08 Jury Duty

An Employee required to serve jury duty or who is subpoenaed to appear in court provided such court action is not occasioned by the Employee's private affairs, shall provide appropriate documentation to the Director of Care. The Employee shall be paid the difference between what they would have earned for their scheduled hours (excluding any premium payment otherwise payable) and the fees received pursuant to the performance of jury duty. This will be effected by the Employee signing over jury or witness fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments.

The Employee is to notify the Director of Care as soon as possible after receipt of notice of selection for jury duty or of any subpoena which requires the appearance of the Employee.

17.09 Union Business

The Employer shall not unreasonably withhold approval for leave of absence without pay for Employees elected or appointed to represent the Local at conventions, workshops, institutes, seminars or for Local business. Such requests for leave of absence shall be submitted via the payroll system to the Employer and the Employer's reply shall be given in writing.

17.10 Professional and Educational Leaves

Leave of absence with or without pay may be granted to Employees at the discretion of the Employer to attend professional and educational meetings, courses or other events which may be judged beneficial to the Employee's professional development, especially as it relates to their responsibilities with the Employer. This discretion will be exercised reasonably. If a leave is granted, the terms of such leave shall be identified in writing prior to the taking of the leave.

17.11 Maternity Leave

(a) An Employee, upon their written request, shall be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of 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. Notwithstanding the foregoing, the parties agree that an Employee on maternity leave is entitled to sick leave, subject to Article 18, for the period of time the Employee is medically unable to work for reasons related to pregnancy or childbirth.

(b) Maternity leave shall not exceed eighteen (18) months unless mutually agreed otherwise between the Employee and the Employer.

(c) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work following which the Employer will reinstate the Employee in the same position held immediately prior to taking leave and at the same step in the pay scale or provide them with alternative 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 they commenced leave.

(d) Pursuant to Article 17.01 upon written application an Employee shall be entitled to a further leave of absence without pay for up to an additional two (2) months.

(e) An Employee whose pregnancy ends other than as a result of a live birth within 16 weeks of the estimated due date, the Employee is entitled to maternity leave but is not entitled to parental leave. The leave will end 16 weeks after it begins.

17.12 Adoption/ Parental Leave

(a) An Employee, upon written request, shall be granted leave without pay for up to eighteen (18) months as necessary for the purpose of adopting a child, or for parenting duties following the birth of a child.

(b) Advanced notification of at least three (3) months shall be given in writing to the Employer of the intent to apply for leave on the understanding that it may be necessary for the Employee to commence leave immediately that the child becomes available, or is born. Further written notification shall be given to the Director of Care of the exact dates of the leave when they are known. Leave shall be limited to eighteen (18) months and shall be without pay and benefits.

(c) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work following which the Employer will reinstate the Employee in the same position held immediately prior to taking leave and at the same step in the pay scale or 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 they commenced leave.

17.13 Special Leave

(a) Each Regular and Temporary Employee shall be entitled to up to two (2) but not consecutive Special Leave days per calendar year, without loss of pay as result of attending to the health needs of members of immediate family or for any other pressing necessity.

(b) Special Leave shall only be granted when the Employee is unable through other means to change the time they need to be in attendance or to arrange in advance time off through Shift trades, time off in lieu or vacation.

(c) Satisfactory proof of the particular circumstance shall be provided to the Employer.

(d) In addition to Article 17.13(a) an Employee may take up to two (2) additional days of Special Leave without pay and use vacation pay, unpaid LOA, banked overtime or banked holiday pay to cover the paid time off.

17.14 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, employed 90 days or longer 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 Employee shall provide 28 days' written notice, when possible to the Employer to be a candidate in federal, provincial or municipal elections and/or elected to public office.

(d) The Employee shall provide 28 days' written notice of readiness to return to work to the Employer.

17.15 Leaves of absence identified in 17.15 shall be administered in accordance with the *Alberta Employment Standards Code* and *Regulations.*

- Caregiver Leaves - Compassionate/Terminal Care Leave
- Critical Illness of an Adult or Child Leave
- Death or Disappearance of a Child Leave
- Citizenship Ceremony Leave
- Personal and Family Responsibility Leave
- Domestic Violence Leave
- Reservist Leave

ARTICLE 18: SICK LEAVE/WORKERS' COMPENSATION BENEFITS

18.01 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 and Regulations*.

18.02 Employees who have completed their probationary period shall be granted sick leave credits according to Article 18.02(a) and (b).

(a) *Sick Leave*

(i) Full-time Employees

Upon completion of the probationary period, Employees shall be credited with 34.88 hours of income protection and shall then accumulate income protection credits at a rate of 11.63 hours per full month of service to a maximum of 930 hours.

(ii) Part-time Employees

Upon completion of their probationary period, Part-time Employees shall be credited with 34.88 hours of income protection and shall then accumulate income protection credits on the basis of 11.63 hours earned for each 160 hours worked as defined in Article 29.02(b), to a maximum of 930 hours

(b) Once these credits are earned they may be used when illness forces the Employee to remain away from work. Sick leave used will be deducted from the total credits accumulated.

(c) Sick leave benefits shall be equal to the Employee's normal hourly wage (exclusive of overtime, premiums, etc.) for each day of personal illness that the Employee was scheduled to work, to the extent of their accumulated sick leave credits.

18.03 An Employee absenting on the account of personal illness or injury must notify the Employer on the first day of illness before the time the Employee would normally report to work. Failure to give reasonable notice unless such failure is unavoidable may result in loss of income protection for that day of absence and all other scheduled working days until adequate notification is given.

18.04 During any illness or injury, the Employee will notify the Employer of ~~her~~ their return to work as far in advance as possible.

18.05 Sick leave credits and benefits will cease on termination of employment.

18.06 Employees whose sick leave credits are exhausted must apply in writing for further leaves of absence without pay according to the provisions of Article 17 hereof and shall be entitled thereto for up to twelve (12) months or until the sickness is ended, whichever is sooner.

18.07 An Employee may be required to produce satisfactory proof of disabling sickness or injury for any reason. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

18.08 Casual Employees shall not be entitled to sick leave.

18.09 If an Employee is prevented from performing their regular work with the Employer on account of an occupational accident associated with the Employee's employment with the Employer and this accident is recognized by The Workers' Compensation Act as compensable within the meaning of the Act, the Employer will on request supplement the award made by the Compensation Board for loss of wages to the Employee by such an amount that the award of the Compensation Board and the Employer supplementation will equal one hundred percent (100%) of the Employee's regular net wages in effect at the time of the illness or injury (exclusive of any overtime, etc.) and the Employee's income protection credits will be reduced proportionately. When the application for compensation is made, the Employee shall advise whether or not they wish to accept the Employer supplementation. Any payments so made by the Employer will cease when the accumulated income protection has been claimed.

18.10 An Employee who has been receiving compensation under the Workers' Compensation Act has been declared capable of performing the duties of the Employee's former position shall provide the Employer with two (2) weeks written notice of readiness to return to work at which time the Employer will reinstate the Employee in the same classification and at the current step in the pay scale held by the Employee immediately prior to the sustained accident or injury subject to Article 28.04.

ARTICLE 19: HEALTH AND WELFARE

19.01 For Full-time, Part-time and Temporary Employees, the Employer agrees to pay seventy-five percent (75%) of the cost of a group life insurance policy insuring to the amount of $10,000.00. Payment for insurance coverage will commence when a new Employee has successfully completed their probationary period and will be subject to the provisions of this Article.

19.02 The Employer shall pay seventy-five percent (75%) of the basic single or family coverage on the single or family rate premium of the Alberta Blue Cross Medical Plan or its equivalent as provided through another carrier.

The Employer is not responsible for contribution in the event that an Employee is otherwise covered for such benefits. This means that if the Employee produces an exemption certificate indicating coverage (or is not entitled to coverage) through another source the Employer is not liable to contribution.

Payment for insurance coverage will commence when a new Employee has successfully completed their probationary period and will be subject to the provisions of this Article.

19.03 Part-time Employees who work more than fifteen and one-half (15 1/2) regularly scheduled hours per week averaged over a Shift rotation cycle shall be entitled to the benefits and shared cost arrangements outlined in Articles 19.01 and 19.02 hereof. Payment for Part-time Employees shall be on a prorated basis of hours regularly worked. In no event shall the Employer's contribution exceed seventy-five percent (75%).

The Employer shall pay seventy-five percent (75%) of the basic single or family coverage on the single or family rate premium of the Alberta Blue Cross Medical Plan or its equivalent as provided through another carrier.

The Employer agrees to maintain the health care benefits as follows:

(a) vision care coverage providing for annual eye exams and up to $600 every two (2) calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and

(b) eighty percent (80%) direct payment provision for medication.

(c) Life insurance at one time (1X) basic annual earnings.

It is understood that there may be a qualifying period established by the insurer or that there may be required some reasonable time for filing of forms etc.

Payment for insurance coverage will commence when a new Employee has successfully completed their probationary period. For the purposes of this Article, the hours of work performed by an Employee shall be determined on the basis of hours per week averaged over one (1) complete cycle of the Shift schedule.

19.04 The Employer agrees to continue the current dental plan benefits. The Employer shall maintain the dental plan to cover eighty percent (80%) of basic services; fifty percent (50%) extensive services with an annual cap of $2,000; and fifty percent (50%) of orthodontic services with a lifetime cap of $2,000.

The Employer agrees to pay seventy-five percent (75%) of the billed single/family premium rate for Employees who have completed probation.

It is understood and agreed that there may be a qualifying period established by the insurer or that there may be required some reasonable time for the filing of forms, etc.

It is further understood and agreed that in order for the plan to be implemented and continued a minimum of seventy-five percent (75%) of those Employees eligible to enroll must enroll and maintain membership in the plan.

ARTICLE 20: PAID HOLIDAYS

20.01 Paid Holidays Defined

Full-time Employees shall receive the following paid holidays:

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

Any other holiday proclaimed as a holiday by the Federal Government or the Government of the Province of Alberta shall also be a paid holiday.

Effective date of ratification, in addition to the foregoing Named Holidays, Full-time Employees who are employed on or before July 1st in any year shall be granted an additional holiday as a “Floater” holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall receive payment for such day at the Employee’s Basic Rate of Pay.

20.02 Computation of Paid Holiday Pay

Holiday pay will be computed on the basis of the number of hours the Employee would otherwise work had there been no holiday at the Employee’s regular rate of pay in effect at the time of the holiday.

20.03 Qualified for Payment

In order to qualify for holiday pay, an Employee must work their full scheduled Shift immediately preceding and immediately following the holiday, except where the Employee is absent due to a certified illness and which shall apply to one holiday for one (1) illness or where the absence is due to an absence while on bereavement leave. If an Employee is absent on a paid holiday when scheduled to work the Employee shall forfeit all pay for the holiday unless absent due to illness.

20.04 Full-time Employees Who Work on a Holiday

Full-time Employees shall be paid at the rate of one and one-half times (1 1/2X) their applicable hourly rate for work performed on paid holidays as set out in Article 20.01.

Such Employees shall also be entitled to an additional day off with pay within a period of four (4) weeks after the holiday unless otherwise arranged between the Employee and Employer which where possible will be combined with scheduled days off or vacation.

(a) Except as specified in Article 20.04(b), a Full-time Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) the Employee's Basic Rate of Pay plus:

(i) an alternate day off at a mutually agreed time;

(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 or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's Basic Rate of Pay plus:

(i) an alternate day off at a mutually agreed time;

(ii) by mutual agreement, a day added to the Employee's next annual vacation; or

(iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.

(c) The Employer shall not schedule the alternate day off with pay as provided in Article 20.04(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.

20.05 Holiday Falling on a Day Off

If any of the holidays named in Article 20.01 occurs on a regular day off of a Full-time Employee entitled to holiday pay the Employee shall receive an additional day off in lieu thereof within four (4) weeks after the holiday unless otherwise arranged between the Employee and Employer which where possible will be combined with scheduled days off or vacation.

20.06 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to four point eight percent (4.8%) of their regular earnings in lieu of Paid Holidays.

20.07 Any Part-time Employee who actually works on any paid holiday shall be paid for all hours worked at the rate of one and one-half times (1-1/2X) their regular rate for hours worked with a minimum of four (4) hours. Any Part-time Employee who actually works on Christmas Day or August Civic Holiday shall be paid for all hours worked at the rate of two times (2X) their regular rate for hours worked with a minimum of four (4) hours. Casual Employees who work on the holidays proclaimed in The Employment Standards Code shall receive pay at their regular pay for each hour worked plus holiday pay in accordance with The Employment Standards Code.

20.08 The Employees shall give the Director of Care or designate written notice at least one (1) week prior to the date when the Employee wishes to take any lieu day resulting from the application of this Article and when reasonably possible the day requested will be granted.

20.09 Nothing in this Article shall prevent the Employee and the Director of Care from agreeing on any combination of time and one-half (1-1/2) plus a day off or a day's pay and a day and one-half (1-1/2) off for Full-time Employees who work on any of the paid holidays set out in Article 20.01.

20.10 It is recognized that the Centre is a seven (7) days per week continuous operation and that a specified number of Employees will be required to work on paid holidays. The Employer shall endeavour to allocate Employees to work on paid holidays on an equitable basis and where possible the Employees will be scheduled to have alternate paid holidays off.

ARTICLE 21: VACATIONS

21.01 For the purpose of calculating eligibility, the vacation year shall be the period from April 1 of any year to March 31 of the following year. All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.

21.02 Choice of vacation dates shall be based on seniority but shall be finally determined by the Director of Care of the nursing home having due regard to the proper operation of the nursing home.

21.03 Vacation time shall be at any mutually agreeable time, where vacation may be divided by mutual agreement between the Employee and the Employer.

21.04 (a) An Employee shall receive an annual vacation with pay in accordance with their length of service as determined by Articles 11.01 and 11.03 of this Collective Agreement as of the vacation cut-off date as follows:

During first (1st) year - fifteen (15) working days
Second (2nd) to ninth (9th) years - twenty (20) working days
Tenth (10th) to twenty-fourth (24th) years - twenty-five (25) working days
Twenty-fifth (25th) plus years - thirty (30) working days

(b) Supplementary Vacation

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

(i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

(ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

(iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

(iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

(v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.

21.05 Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

21.06 If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay on a date mutually agreed, but where possible such day will be added to the Employee's vacation. Failing agreement the Employer may schedule such day or pay an additional day's pay.

21.07 When an Employee's employment is terminated for any reason, payment for vacation earned but not taken will form a portion of such Employee's termination pay. Provided that if the Employee does not give two (2) weeks' notice of termination of employment unless due to illness or other causes which are acceptable to the Employer, the

Employee shall only be entitled to vacation pay in accordance with The Employment Standards Code.

21.08 In the case of a disciplinary discharge which is not reversed through the grievance procedure, the Employee shall receive pay for vacation as earned.

21.09 (a) By February 1 each year, the vacation schedule shall be posted. No changes shall be allowed in the schedule except upon consent of the Employees affected and the Employer.

(b) When an Employee submits a request in writing in the payroll system after February 1 for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.

(c) Notwithstanding Article 21.01, 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.

21.10 For the purpose of this Article, vacation days shall be considered working days. Part-time Employees shall receive a prorated vacation time entitlement, based upon the number of days regularly worked in a normal work week. Casual Employees shall receive no vacation time but shall receive vacation pay of six percent (6%) of Gross Earnings calculated and paid on each cheque.

21.11 Prior to leaving on vacation, Employees requiring a vacation advance shall provide three (3) weeks notice and shall be advised as to the date and time on which to report to work following vacation. Employees are expected to provide three (3) weeks advance notice to the Employer of the date they are scheduled to be on vacation.

21.12 Upon termination of employment an Employee shall be entitled to pay in lieu of vacation earned but not taken at the following percentage rates of basic pay earned during the period in which the vacation was earned but not taken:

15 days per year - 6% of basic pay

20 days per year - 8% of basic pay

25 days per year - 10% of basic pay

ARTICLE 22: RESIGNATION

22.01 At least two (2) weeks notice in writing, shall be given by an Employee who resigns.

ARTICLE 23: TERM POSITION

23.01 Vacant Term positions will be posted in accordance with Article 13: Vacancies & Job Postings.

23.02 Terms of the Collective Agreement shall be applicable to a Full-time or Part-time Employee in a Term position in accordance with the individual Articles of the Agreement.

23.03 The operation of this Article shall not be construed as a violation of Article 12.

23.04 On expiry of the term or when no longer required, an Employee who was:

(a) newly hired or Casual will be placed in or returned to Casual status; or

(b) an Employee transferred from a Full-time or Part-time position will be returned to their previous position.

23.05 A Casual Employee awarded a Term position will continue to be entitled to the provisions of the Agreement applicable to a Casual Employee with the following exceptions:

Article 24, 25 shall apply in accordance with the FTE of the position. For example: If a Term position is Full-time then the Full-time provisions of these Articles shall apply.

Upon completion of six (6) months in the Term position a Casual Employee will begin to accrue the entitlements of Articles 18, 19, 20 and 21 as follows:

(a) Article 18

Such Employee will be entitled to accumulate income protection credits on the basis of 11.63 hours earned for each 160 hours worked at straight time to a maximum of 930 hours. At the end of the Term position all accrued income protection benefits will be frozen and unavailable for use. The Employee shall be recredited with the accrued entitlement at such time as they transfer to a Full-time, Part-time or Term position.

(b) Article 19

Such Employee will be entitled to the benefits outlined in Article 19 on the same basis as a Part-time Employee. Such benefits will cease on the first day of the month following the month the assignment ends.

(c) Article 20

Such Employees will be entitled to the benefits outlined in Article 20 as per the status of the Term position.

(d) Article 21

Such Employees shall receive a prorated vacation entitlement in accordance with Article 21.11 as it applies to Part-time Employees.

ARTICLE 24: HOURS OF WORK

24.01 At the time of hire all Employees or transfer of any Employee the Employer will:

(a) state in writing the specific number of hours per Shift and Shifts per Shift cycle which will constitute the regular hours of work. This does not apply to Casual Employees

(i) Full-time Employees

Seven point seven five (7.75) consecutive hours per day; thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the Shift schedule.

(ii) Part-time Employees

Shall be less than the hours of work for Full-time Employees. They may be less than seven point seven five (7.75) hours per day. In any event they shall be less than thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the Shift cycle.

Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work Full-time hours in special circumstances such as vacation, sick leave or absences from work by an Employee.

(iii) Casual Employees

Will be scheduled to work only with the Employee's consent.

24.02 (a) Regular hours of work shall be deemed to:

(i) include as scheduled by the Employer, (2) two rest periods of fifteen (15) minutes during each full working Shift of seven point seven five (7.75) hours; or

(ii) include as scheduled by the Employer, a paid fifteen (15) minute break period during each half Shift of a full Shift; and

(iii) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which an Employee works greater than four (4) hours.

(b) Notwithstanding the meal period is to be excluded in the calculation of regular hours of work, if an Employee is required to be readily available for duty during their meal period, the Employee shall be paid at their Basic Rate of Pay.

24.03 If an Employee is recalled to duty during their meal period, the Employee shall take the remainder of the meal period later in their Shift. An Employee unable to take the remainder of the meal period because of work requirements will be paid two times (2X) their regular rate of pay for the time not taken.

ARTICLE 25: WORK SCHEDULE

25.01 The Employer shall post work schedules, covering eight (8) weeks of work, eight (8) weeks in advance.

25.02 Requests for specific days off shall be submitted in writing to the supervisor two (2) weeks prior to the posting of the work schedule.

25.03 Requests for change in posted work schedules must be submitted in writing and co-signed by the Employee requesting the changes to days off or Shifts and are subject to the discretion of the Director of Care. In any event it is understood that such change initiated by the Employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by any Employee under the terms of this Agreement.

25.04 Shift schedules for full-time and part-time shall provide the following:

(a) at least two (2) consecutive days of rest per week averaged over one (1) complete cycle of the Shift schedule. The Employer may switch days of rest to accommodate an emergency situation provided the switch is mutually agreed with the Employees affected; and

(b) days of rest on at least four (4) weekends in eight (8). Weekends off shall mean Saturday and Sunday with a minimum of fifty-five (55) hours off duty unless mutually agreed to by the Employer and Employee; and

(c) not more than six (6) consecutive days. However, an Employee may, by mutual agreement, work seven (7) consecutive days; and

(d) at least fifteen point five (15.5) hours off duty between Shifts.

25.05 All regular hours worked on a Shift in violation of the provisions of Article 25.04 will be paid at the rate of one and one-half times (1 1/2X) the Basic Rate of Pay.

25.06 (a) An Employee who volunteers or agrees to work additional Shifts which are not designated as the Employee's scheduled days of rest, shall be paid at straight time rates for all hours worked up to seven point seven five (7.75) hours in a day and at two times (2X) their Basic Rate of Pay for all hours worked in excess of seven point seven five (7.75) hours in a day.

(b) Where the Employer requires a Full-time or Part-time Employee to work on their scheduled days of rest without the Employee having volunteered or agreed to do so, such Employee will have another day off scheduled immediately adjacent to their remaining day off or be paid two times (2X) their Basic Rate of Pay for all hours worked on that day.

25.07 (a) The Employer shall endeavor to minimize the application of day/evening/night Shift rotations within the facility.

(b) The Shift patterns which may be available are:

(i) days, evenings, night rotations;

(ii) permanent days;

(iii) permanent evenings (only by request of Employee);

(iv) permanent nights (only by request of Employee);

(v) evening and days;

(vi) nights and evenings;

(vii) nights and days.

25.08 Those Employees working the last Shift when the change from Daylight Saving to Standard Time occurs shall be paid at the overtime rates for the exact number of hours worked during the Shift in excess of seven point seven five (7.75) hours.

Employees working a Shift of less than seven point seven five (7.75) hours at the change from Standard Time to Daylight Saving Time shall be paid only for the actual hours worked.

25.09 Employee Shift Exchange

(a) Employees may exchange Shifts, or portion of Shifts, among themselves, provided that:

(i) the exchange is agreed to, in writing, between the affected Employees;

(ii) prior approval of such exchange has been given by the Employees immediate supervisor;

(iii) where a request for approval is made in writing, the Employer's reply shall also be in writing; and

(iv) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.

(b) Such exchange shall be recorded on the Shift schedule.

(c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

(d) Shift exchanges shall not be permitted unless the Employees have been provided appropriate orientation.

(e) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

ARTICLE 26: CALL BACK GUARANTEE

26.01 When a Regular or Temporary Employee 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 longer, at the overtime rate. If the extra time worked commences within three (3) hours before the start of a scheduled Shift the three (3) hour minimum will not apply. The Employee will receive overtime rates from the time they commenced to work until the start of their scheduled Shift. The three (3) hour minimum will not apply to an Employee changing from one Shift to another where established hours have been posted by mutual consent.

ARTICLE 27: OVERTIME

27.01 All overtime must be authorized by the Director of Care or authorized designate.

Overtime may be accumulated as banked time and taken in time off at a mutually acceptable time at the applicable premium rate. Banked time not taken off by March 31 in any given year shall be paid out.

The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime worked.

27.02 Overtime shall be defined as all hours authorized by the Director of Care and worked in excess of an Employee's regularly scheduled daily hours or pre-agreed length of Shift, or on scheduled days of rest.

27.03 No Pyramiding

There shall be no pyramiding of any premium pay (overtime and paid holiday pay, etc).

27.04 Sharing of Overtime

Overtime shall be voluntary except that the Employer shall have the right to order overtime should no volunteers be available. Overtime and call back time shall be divided as equally as possible among Employees normally doing the work who are willing and qualified to perform the available work.

27.05 No Employee shall be requested or permitted to work more than a total of sixteen point five (16.5) 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.

27.06 Rest periods and meal breaks shall be scheduled in accordance with Article 24.02.

In the event an Employee works a full overtime Shift following a regularly scheduled Shift, the Employee shall be provided with a meal and snacks at no cost when rest breaks and a meal period occur during the overtime.

ARTICLE 28: RECOGNITION OF PREVIOUS EXPERIENCE

28.01 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 (1) for one (1) 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 twelve (12) months, the Employer will recognize experience that is more than five (5) years old.

A review of current Employees' experience will be conducted according to (a), (b) and (c).

28.02 Additional time worked and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

ARTICLE 29: JOB CLASSIFICATION AND WAGE RATES

29.01 Employees shall be classified and paid in accordance with the Salary Appendix attached hereto and forming part of this Collective Agreement.

29.02 (a) Increment step increases for Full-time Employees will be given on the anniversary of their last date of employment, subject to the provisions of Article 28.

(b) Increment step increases for Part-time Employees are on the basis of one (1) increment for each 1914 hours paid at the Basic Rate of Pay and as defined in Article 28.

(c) Increment step increases for Casual Employees are on the basis of one (1) increment for each 1914 hours paid at the Basic Rate of Pay.

29.03 Individual salary increases resulting from increment step progression shall be implemented at the commencement of the pay period next following the anniversary date of employment. The anniversary date shall be adjusted forward if necessary to account for leave of absence or other absences under which service accumulation for the purpose of increment calculation is suspended.

29.04 The following shall be considered when calculating increment steps for Part-time and Casual Employees:

(a) Periods of sick leave paid by the Employer;

(b) Leaves of absence with pay;

(c) Bereavement leave;

(d) Court appearances as specified in Article 17 - Leaves of Absence;

(e) Vacations;

(f) Leave of absence for Union or Local business (effective the date of ratification); and

(g) Periods of time when in receipt of Workers' Compensation for up to six (6) consecutive months as a result of injury of illness incurred while in the employment of the Employer.

To note, only 29.04(f) and (g) apply to Casual Employees.

29.05 Education Allowance

(a) The Employer agrees to pay an Educational Allowance of seventy cents (70¢) per hour to Registered Nurses and Registered Psychiatric Nurses who have a certificate in gerontology, $1.25 per hour to Registered Nurses and Registered Psychiatric Nurses who have a Baccalaureate Degree in nursing, and $1.50 per hour to Registered Nurses and Registered Psychiatric Nurses who have a Master's Degree in nursing.

(b) For the purpose of establishing an Employee's Basic Rate of Pay, the Employer will recognize courses, diplomas and degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice offered by *bona fide* Canadian post-secondary educational institution or equivalent.

(c) The Educational 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.

(d) Educational Allowances are not cumulative and an Employee shall be paid only for the highest qualification attained.

(e) Educational Allowances shall be paid effective the date the Employee provides proof of qualifications to the Employer.

29.06 Responsibility Allowance

The Employer agrees to pay $2.00 per hour to an Employee from the Bargaining Unit designated by the Employer to be responsible for the Centre on evenings, nights and weekends.

29.07 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 2315 hours; or

(ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2315 hours provided that greater than one hour is worked between 1500 hours and 2315 hours.

(iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2315 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 0715 hours; or

(ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0715 hours provided that greater than one (1) hour is worked between 2300 hours and 0715 hours.

(iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0715 hours.

(b) It is understood and agreed that these Shift definitions shall not prevent management from changing Shift times.

29.08 Saturday/Sunday Premium

A weekend premium of $3.25 per hour shall be paid to an Employee for each hour of their weekend Shift worked, wherein the majority of such Shift falls commencing at 1500 hours Friday up to 0715 Monday. Such premium payment shall not be considered part of the Employee's Basic Rate of Pay.

It is further agreed that this Clause shall not prevent management from changing Shift times.

ARTICLE 30: PAY DAYS

30.01 Pay days will continue as per present practice.

30.02 Pay cheques shall include an online statement of all information required pursuant to the Employment Standards Code including overtime earned and overtime paid out.

ARTICLE 31: PROFESSIONAL RESPONSIBILITY

31.01 The parties agree that a shared goal is to secure the best possible nursing care, clinical services and health protection for the patients and general public. In order to ensure achievement of this goal:

(a) A Professional Responsibility Committee shall be established with up to two (2) Employees elected by the Local and up to two (2) representatives of the Employer. A chairperson shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, unless no agenda items are brought to the attention of the chairperson one (1) week prior to the scheduled meeting, and/or within ten (10) days of receiving a written concern regarding patient care.

(b) Alternate representatives may be designated from the same group.

(c) Agenda 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 the Committee are to examine and attempt to resolve concerns of Employees or the Employer relative to patient care.

(i) The Employer shall accept all written concerns as concerns relative to patient care and shall not penalize, harass or discipline any Employee who submits such a concern.

(ii) Where a concern is specific to one (1) ward or unit, the Employee or Local shall discuss the concern with the Director of Care (DOC) before the matter is discussed with the Professional Responsibility Committee.

(iii) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issue(s).

(e) Should a concern not be resolved by the Committee, the concern shall be referred to the Administrator. A resolution meeting between the Local and the Administrator, or designate(s), shall take place within 21 calendar days of the concern being referred to the Administrator. The Administrator, or designate(s) shall reply in writing to the Local within fourteen (14) calendar days.

(f) Should the issue remain unresolved following the Administrator's written response, the Union and/or Local may request and shall have the right to present its recommendation(s) to the Operating Officer (CEO). The CEO shall reply in writing to the Union within thirty (30) calendar days of the presentation by the Union and/or Local.

31.02 Minutes of meetings held pursuant to Article 31.01 will be kept and unanimous decisions of the meeting shall be acted on by both parties.

31.03 An Employee attending Committee meetings shall be paid the Basic Rate of Pay for such hours in attendance.

ARTICLE 32: DURATION OF THE COLLECTIVE AGREEMENT

32.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, unless altered by mutual consent of both parties hereto, shall be in force and effect from and after April 1, 2020, or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification of the terms of this 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 not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to terminate or amend this Collective Agreement.

32.02 This Collective Agreement shall remain in full force and effect until either party is in a legal lockout or strike position or a new Collective Agreement has been executed, whichever is earlier.

ARTICLE 33: OCCUPATIONAL HEALTH AND SAFETY

33.01 (a) The Occupational Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union and may include other representing staff of the Centre. This Committee shall meet once a month. An Employee shall be paid the Employee's Basic Rate of Pay for hours in attendance at Committee meetings.

(b) Minutes of each meeting shall be taken and shall be approved by the Committee.

(c) The Committee may make recommendations to the Employer with respect to Occupational Health and Safety matters.

(d) The Occupational Health and Safety Committee shall consider measures necessary to ensure the Health and Safety of each Employee on the Employer's premises and the Committee may make recommendations to the Employer in that regard.

(e) Should the recommendations not be implemented and adequate steps taken toward the implementation within two (2) months from the date the recommendation is made, the Committee may request and shall have the right to present its recommendation(s) to the Administrator. The Administrator shall reply in writing to the Committee within thirty (30) days of the presentation by the Committee.

33.02 The Employer, Union and Employees are committed to have a safe and respectful workplace where discrimination, harassment, bullying and abuse will not be tolerated.

ARTICLE 34: JOB DESCRIPTION

34.01 For each nursing position in the bargaining units, the Employer shall prepare a form of job description. Copies of such descriptions shall be on hand at each Nursing Unit and shall be available to each Employee upon request.

ARTICLE 35: PENSION PLAN

All Regular Full-time and Regular Part-time Employees, upon completion of the probationary period, shall have the option of enrolling in the facility pension plan, the terms and conditions of which are as follows:

35.01 Type of Plan

The Plan will be a Defined Contribution Pension Plan. Participation in the Plan shall be voluntary.

35.02 Contributions

(a) Member Contributions - Each member who opts into the Pension Plan will be required to make contributions based on one of the following basis:

(i) One percent (1%) of regular earnings;

(ii) Two percent (2%) of regular earnings;

(iii) Three percent (3%) of regular earnings;

(iv) Four percent (4%) of regular earnings.

(v) Four point five percent (4.5%) of regular earnings.

(b) Employer Contributions - The Employer will be required to match contributions made by each member.

35.03 Allocation of Contributions

Contributions and interest earnings will be allocated to the account of each individual member. Full disclosure of individual account balances will be available and, in any case, each member will receive an annual statement of their accumulated balance.

35.04 Investment of Contributions

All contributions will be directed to a guaranteed current interest account. The parties shall meet and discuss investment choices.

35.05 Vesting

Vesting shall be in accordance with Provincial regulations.

35.06 Payments to Estate

In the event of death prior to retirement, the balance of the individual account, including Employee contributions and any portion of Employer contributions which are vested in accordance with 5 above, will be paid in cash to the estate or designated beneficiary.

35.07 Early or Late Retirement

In the event of early or late retirement [at ages from fifty-five (55) years to seventy-one (71) years], the retiring Employee will be entitled to the pension purchasable at the attained age, based on the balance of the individual account. In the case of the Employee who elects to retain employment with the Employer beyond the age of sixty-five (65), no further contributions will be made from their sixty-fifth (65th) birthdate, unless by mutual consent between Employer and Employee.

35.08 Administration Costs

All costs of administration will be borne by the Pension Plan.

ARTICLE 36: COPIES OF THE COLLECTIVE AGREEMENT

36.01 Copies of the final form of this Collective Agreement shall be printed by the United Nurses of Alberta.

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

The United Nurses of Alberta will supply ten (10) copies of the Collective Agreement to the Employer.

ARTICLE 37: PROBATIONARY PERIOD

37.01 (a) New Employees shall serve a probationary period of 503.75 hours worked. If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice, which termination will not be subject to grievance.

LETTER OF UNDERSTANDING #1

BETWEEN

EDITH CAVELL (CHANTELLE MANAGEMENT)

AND

UNITED NURSES OF ALBERTA – LOCAL #172

RE: INCREASING AND DECREASING HOURS OF WORK

Increasing or Decreasing FTE

(a) Decreasing Regular Hours of Work for Regular Full-time and Part-time Employees:

(i) Requests to decrease regular hours of work, from Regular Full-time or Part-time Employees, shall be made in writing and such requests shall not be unreasonably denied. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request to decrease regular hours of work.

(ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle and desired Shift pattern. Employees shall not be permitted to amend the length of their Shift through this process.

(iii) No hours of work from the previous position(s) shall be eliminated due to this process. If the number of hours vacated as a result of the granting of request(s) received by the Employer pursuant to this Letter of Understanding equals or exceeds point four two Full-time Equivalent (.42 FTE), they shall be posted as vacancy(s). In combining available Shifts to post as vacancies, the Employer shall endeavor to maximize the FTE of the vacancy(s).

(iv) If the number of hours vacated as a result of this Letter of Understanding is less than point four two Full-time Equivalent (.42 FTE) the additional Shifts may be offered to Regular Part-time Employees in order of seniority, or may be posted as vacancy(s).

(v) A Regular Full-time or Part-time Employee cannot decrease their FTE to less than a point four two Full-time Equivalent (.42 FTE) unless otherwise agreed between the Employer and the Union.

(vi) Where the number of Employees making such requests in the same fourteen (14) day period 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 or Shift pattern can be accommodated whereupon the Employee shall have the ability to amend their request.

(b) Increasing Regular Hours of Work for Regular Part-time Employees

(i) If the number of hours vacated by an Employee as a result of this Letter of Understanding is less than point four two Full-time Equivalent (.42 FTE) the additional Shifts may be offered to Regular Part-time Employees in order of seniority, prior to being posted. If the number of hours available or vacated equals or exceeds point four two Full-time Equivalent (.42 FTE), the remaining Shifts shall be posted in accordance with the Collective Agreement.

(ii) A Regular Part-time Employee may add to their regular hours of work only those Shifts from the vacant position that can be accommodated in their rotation without violating the scheduling provisions of the Collective Agreement.

(iii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as laid off Employees can perform the work required.

(c) No Employee may decrease or increase their regular hours of work pursuant to the Letter of Understanding more frequently than once in a calendar year unless otherwise agreed between the Union and the Employer.

(d) An Employee whose hours of work are altered by this Article shall not be required to serve a trial period.

(e) This provision is not intended to circumvent the posting and recall provisions of Articles 12 and 13 in circumstances where a position has become vacant. If a Part-time Employee resigns their position, leaving it vacant, the vacancy shall be filled in accordance with Article 12 and 13 of the Collective Agreement and not by merely transferring an Employee who has made a request under this provision to transfer into vacancy.

LETTER OF UNDERSTANDING #2

BETWEEN

EDITH CAVELL (CHANTELLE MANAGEMENT)

AND

UNITED NURSES OF ALBERTA – LOCAL #172

RE: EMPLOYMENT INSURANCE REDUCTION AND REBATE

The parties agree that upon the Employer's successful application for an Employment Insurance reduction and rebate, the Employee's portion of all monies from Employment Insurance Premium reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations. Given the above on or about the first pay period in December of each year, the Employee will receive the prorated (between Employee's of the Bargaining Unit), accumulated balance of their share of the rebate.

LETTER OF UNDERSTANDING #3

BETWEEN

EDITH CAVELL (CHANTELLE MANAGEMENT)

AND

UNITED NURSES OF ALBERTA – LOCAL #172

RE: RETENTION & RECRUITMENT INITIATIVES

WHEREAS the parties agree that:

- Recruitment is a critical factor in addressing retention and workload concerns of current Employees.
- It is anticipated that over the next ten (10) years, large numbers of senior Employees will retire. Succession planning must address the loss in numbers, as well as the loss of experience. Simultaneously, there will be an increased demand for Services to the system, given the changing demographics.
- Recruitment approaches must balance the need for new Employees, while respecting current Employees.
- It is desirable to recruit and retain both experienced Employees and Employees entering the workforce.
- The retention of current Employees and recruitment of new Employees are shared priority issues.
- Increased Service expansion will create challenges on how to maintain current Service requirements while adding additional capacity.
- Rural and urban Services may have differing human resource needs.
- There is value in early collaboration for effective problem solving.
- In addition to improved working terms and conditions in the current Collective Agreement, additional strategies will be required to address the nursing shortage.
- Decisions made at the Local level are more effective in meeting the needs of the Employer and Employee.

In recognition of these factors, the parties agree to undertake recruitment and retention initiatives as follows:

RETENTION OF EXPERIENCED EMPLOYEES

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

1. Retention Recognition

(a) In addition to the rates of pay specified in the Salary Appendix, Employees with twenty (20) or more calendar years of nursing service shall receive a two percent (2%) Special Long Service Pay Adjustment. This adjustment shall form part of the Employee's Basic Rate of Pay.

(b) Calendar years of nursing service to determine eligibility for the Special Long Service Pay Adjustment will be based upon the calendar years registered with any nursing licensing body.

(c) Within ninety (90) days of:

(i) date of employment; or

(ii) achieving twenty (20) calendar years of nursing service;

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

LETTER OF UNDERSTANDING #4

BETWEEN

EDITH CAVELL (CHANTELLE MANAGEMENT)

AND

UNITED NURSES OF ALBERTA – LOCAL #172

RE: NATIONAL DAY FOR TRUTH AND RECONCILIATION

WHEREAS the Parties seek to honour First Nations, Inuit and Metis Survivors and their families and communities and to ensure that public commemoration of their history and legacy of residential schools remains a vital component of the reconciliation process;

WHEREAS Bill C-5 received royal assent on June 3, 2021, and officially designates September 30 of each year as National Day for Truth and Reconciliation (the "Federal Holiday"); and

WHEREAS this marks a new federal public holiday;

Now THEREFORE, the Parties hereby agree to the following:

1. Article 20.01 shall be amended to add the Federal Holiday to the list of Paid Holidays to commence September 30, 2021.

2. Should the Federal Holiday be repealed, the Parties agree that Article 20.01 will be amended to remove the Federal Holiday from the list of Paid Holidays.

3. If the Province of Alberta designates a day as a holiday for Indigenous Truth and Reconciliation (the "Provincial Holiday"), the Parties agree that Article 20.01 will be amended to add the Provincial Holiday to the list of Paid Holidays and remove the Federal Holiday from the list of Paid Holidays. The Parties further agree that in such circumstances, the Federal Holiday will no longer constitute a Paid Holiday pursuant to Article 20.01.

LETTER OF UNDERSTANDING #5

BETWEEN

EDITH CAVELL (CHANTELLE MANAGEMENT)

AND

UNITED NURSES OF ALBERTA – LOCAL #172

RE: IMPLEMENTATION OF ARTICLE 13.10

Within 90 days of ratification, each Employee shall receive a letter of hire from the Employer which will include:

(a) category (Regular, Term 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.

Each Employee shall have 30 consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement the Employee shall have the right to grieve in accordance with the Collective Agreement.

LETTER OF UNDERSTANDING #6

BETWEEN

EDITH CAVELL (CHANTELLE MANAGEMENT)

AND

UNITED NURSES OF ALBERTA – LOCAL #172

RE: IMPLEMENTATION OF SHIFT DIFFERENTIAL/PREMIUM IN ARTICLE 29

WHEREAS the Parties seek to implement changes to Article 29.07(a)(i)(ii)(iii), 29.07(b)(i)(ii)(iii) and 29.08 thirty (30) days following the date of ratification.

Now THEREFORE, the Parties hereby agree to the following:

1. The time periods contained in Article 29.07(a)(i)(ii)(iii), 29.07(b)(i)(ii)(iii) and 29.08 of the Collective Agreement for the period of July 1, 2013 to June 30, 2017 shall remain in effect until thirty (30) days following the date of ratification of this Collective Agreement.

2. Thirty (30) days following the date of ratification of this Collective Agreement the time periods contained in Article 29.07(a)(i)(ii)(iii), 29.07(b)(i)(ii)(iii) and 29.08 shall take effect.

LETTER OF UNDERSTANDING #7

BETWEEN

EDITH CAVELL (CHANTELLE MANAGEMENT)

AND

UNITED NURSES OF ALBERTA – LOCAL #172

RE: IMPLEMENTATION OF ARTICLE 29.04(G)

WHEREAS the Parties seek clarity on how to administer 29.04(g) when applicable, for Casual Employees.

Now THEREFORE, the Parties hereby agree to the following:

1. The Parties agree that the Employer will use all hours worked averaged over the past twelve (12) months when calculating increment steps for Casual Employees when 29.04(g) applies.

2. The twelve (12) month period will commence the date the Casual Employee commences receipt of Workers' Compensation.

SALARY APPENDIX

Registered Nurse
Registered Psychiatric Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
July 1, 2020	$36.86	$38.28	$39.69	$41.11	$42.54	$43.94	$45.37	$46.71	$48.37
2% LSPA Rate	$37.60	$39.05	$40.48	$41.93	$43.39	$44.82	$46.28	$47.64	$49.34
October 1, 2021	$37.23	$38.66	$40.09	$41.52	$42.97	$44.38	$45.82	$47.18	$48.85
2% LSPA Rate	$37.97	$39.43	$40.89	$42.35	$43.83	$45.27	$46.74	$48.12	$49.83
May 31, 2022	$37.97	$39.43	$40.89	$42.35	$43.83	$45.27	$46.74	$48.12	$49.83
2% LSRP Rate	$38.73	$40.22	$41.71	$43.20	$44.71	$46.18	$47.67	$49.08	$50.83
September 1, 2022	$38.44	$39.92	$41.40	$42.88	$44.38	$45.84	$47.32	$48.72	$50.45
2% LSRP Rate	$39.21	$40.72	$42.23	$43.74	$45.27	$46.76	$48.27	$49.69	$51.46
April 1, 2023	$39.21	$40.72	$42.23	$43.74	$45.27	$46.76	$48.27	$49.69	$51.46
2% LSRP Rate	$39.99	$41.53	$43.07	$44.61	$46.18	$47.70	$49.24	$50.68	$52.49

Certified Graduate Nurse
Graduate Nurse - Temporary Permit Holder
Graduate Psychiatric Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
July 1, 2020	$33.72	$34.76	$35.49	$36.14	$36.71	$37.48	$38.67	$39.79	$41.19
2% LSPA Rate	$34.39	$35.46	$36.20	$36.86	$37.44	$38.23	$39.44	$40.59	$42.01
October 1, 2021	$34.06	$35.11	$35.84	$36.50	$37.08	$37.85	$39.06	$40.19	$41.60
2% LSPA Rate	$34.74	$35.81	$36.56	$37.23	$37.82	$38.61	$39.84	$40.99	$42.43
May 31, 2022	$34.74	$35.81	$36.56	$37.23	$37.82	$38.61	$39.84	$40.99	$42.43
2% LSRP Rate	$35.43	$36.53	$37.29	$37.97	$38.58	$39.38	$40.64	$41.81	$43.28
September 1, 2022	$35.17	$36.26	$37.02	$37.70	$38.29	$39.09	$40.34	$41.50	$42.96
2% LSRP Rate	$35.87	$36.99	$37.76	$38.45	$39.06	$39.87	$41.15	$42.33	$43.82
April 1, 2023	$35.87	$36.99	$37.76	$38.45	$39.06	$39.87	$41.15	$42.33	$43.82
2% LRSP Rate	$36.59	$37.73	$38.52	$39.22	$39.84	$40.67	$41.97	$43.18	$44.70

Undergraduate Nurse	**Step 1**
July 1, 2020	$27.68
October 1, 2021	$27.96
May 31, 2022	$28.31
April 1, 2023	$28.88

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 2025.

ON BEHALF OF CHANTELLE MANAGEMENT	ON BEHALF OF UNITED NURSES OF ALBERTA LOCAL 172
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Date:_____	Date:_____