

COLLECTIVE AGREEMENT

BETWEEN

ALLEN GRAY CONTINUING CARE CENTRE

AND

**UNITED NURSES OF ALBERTA
LOCAL #219**

JULY 1, 2020 – MARCH 31, 2024

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COLLECTIVE AGREEMENT made this 29th day of November, 2022

BETWEEN

**Allen Gray Continuing Care Centre
(hereinafter referred to as the “Employer”)**

AND

**The United Nurses of Alberta, Local #219
(hereinafter referred to as the “Union”)**

PREAMBLE

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

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for Employees the parties shall endeavor to find resolution to issues in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement.

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after July 1, 2020, or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, whichever is later, up to and including, March 31, 2024, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

ARTICLE 2: DEFINITIONS

- 2.01 “Employer” shall mean “Allen Gray Continuing Care Centre” and shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of the operation and management of the Facility.

- 2.02 (a) “Union” shall mean the United Nurses of Alberta.
- (b) “Local” shall mean the local branch of the Union.
- 2.03 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one (1) of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled Shifts of a continuing nature;
- (i) “Full-time Employee” is one who is regularly scheduled to work the full specified hours in the “Hours of Work” Article of this Collective Agreement;
- (ii) “Part-time Employee” is one who is regularly scheduled to work for less than the normal hours of work specified in the “Hours of Work” Article of this Collective Agreement.
- (b) “Casual Employee” is one who is:
- (i) scheduled for absences of less than three (3) months;
- (ii) called in as needed and or;
- (iii) is regularly scheduled for a period of three (3) months or less for a specific job.
- (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
- (i) for a fixed term of from three (3) to 18 months inclusive; or
- (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
- (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.04 “Basic Rate of Pay” shall mean the step in the scale applicable to the Employee as set out in the Salaries Appendix not including all allowances and premium payments.
- 2.05 (a) “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act*, R.S.A. 2000, c. H-7 and Regulations.

- (b) “Graduate Nurse – Provisional 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 who holds a provisional registration permit pursuant to the *Health Professions Act and Regulations*.
 - (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Provisional Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.06 “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.
- 2.07 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a Registered Psychiatric Nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.08 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.09 “Cycle of the Shift Schedule” means the period of time when the Shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “Cycle of the Shift Schedule” shall be understood to mean a period of time not exceeding 12 weeks.
- 2.10 The singular shall mean the plural and vice versa as applicable.
- 2.11 “Facility” means the site operated by the Employer.
- 2.12 “FTE” means full-time equivalent.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit of Employees described in the applicable Alberta Labour Relations Code Certificate number C-6-2017, and amendments thereto, currently described as “All Employees when employed in Direct Nursing Care or Nursing Instruction.” The Employer agrees to recognize the duly elected or appointed representatives of the Union.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.

- 3.03 A request by an Employee for Union representation at any meeting 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 such as postings, be in writing, such requirement is satisfied by the provision of such in electronic form.

ARTICLE 4: MANAGEMENT RIGHTS

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

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- 5.01 (a) The Employer shall deduct the membership dues and Local levies as set by the Union from each Employee's Gross Earnings, exclusive of disability benefits, on a monthly basis. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative in a timely manner.
- (b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated. The remittance in (a) must be accompanied by a report

in accordance with a UNA dues report template format that has been agreed to by both parties.

- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues structure.
- 5.03 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Local, and for the sole purpose of posting information related to the Union's and Local's activities. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.04 (a) A representative of the Union shall have the right to make a presentation of up to 30 minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Site Representative, via e-mail, of the date, time and place for each orientation, and any changes in the scheduling of each orientation.
- 5.05 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business. Requests for leaves of absence shall be made in writing and the Employer's reply shall be given in writing. For such leave, upon request:
- (i) pension contributions shall continue uninterrupted; and
- (ii) a repayment plan for the Employee share of contribution shall be established.
- (b) For Employees appointed to the provincial United Nurses of Alberta Negotiating Committee, and the Executive Board of United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) When leave to attend Union business, excluding those Employees on a full-time union leave, has been approved, it is granted with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a 15 percent administration fee. The Employer shall invoice the Union and the Union shall reimburse the Employer within 45 days of receipt of Employer's invoice.

ARTICLE 6: RESPECT IN THE WORKPLACE

- 6.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, bullying and harassment are not tolerated.
- 6.02 The parties agree there shall be no discrimination, harassment, interference or coercion exercised or practiced by either party in respect of an Employee by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, political beliefs, marital status, family status, sexual orientation, nor by reason of membership or non-membership or lawful activity in the Union, nor in respect of an Employee or Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.03 Article 6.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

(AMENDED IN ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES)

- 7.01 *Regular Hours of Work*
- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (i) 7.75 consecutive hours per day; and
- (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of 7.75 hours; or
- (ii) include, as scheduled by the Employer, one (1) rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
- (iii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and
- (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

- (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.
- (d) If an Employee is recalled to duty during their meal period or rest period the Employee shall be given a full meal period or rest period later in the Employee's Shift, or, where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
- (e) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefor at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one hour in the Shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 *Shift Schedules*

- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various Shifts throughout the 24 hour period of the day and the seven (7) days of the week. The first Shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.
- (b) "Days of Rest" for a Full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions.
- (c) The Employer, in scheduling Shifts, shall take into consideration an Employee's request for certain Shift schedules, subject to the requirements of Article 7.02(a).
- (d) The Shift patterns which may be available are:
 - (i) Permanent days;
 - (ii) Permanent evenings;
 - (iii) Permanent nights.

- (e) Employees working permanent evenings or permanent nights may be required to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totaling not more than 14 calendar days per year.
- (f) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 15 hours off duty between Shifts;
 - (ii) at least two (2) consecutive days of rest;
 - (iii) days of rest on 1/2 of the weekends averaged over one complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" means a Saturday and the following Sunday assuring a minimum of 56 hours off duty; and
 - (iv) not more than seven (7) consecutive scheduled days of work.

7.03 *Schedule Posting*

- (a) Shift schedules shall be posted 12 weeks in advance.
- (b) Notwithstanding Article 7.03(a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Local.
- (c) The Employer shall provide the Local with a copy of each Shift schedule upon request.
- (d) Prior to implementing or posting a new Shift schedule the Employer shall have discussions with the Local regarding the reasonable time frame required for line selection and the implementation date.

7.04 *Schedule Changes*

- (a) If in the course of a posted schedule the Employer changes an Employee's scheduled days off, the Employee shall be paid at the overtime rate in, accordance with Article 8: Overtime for all hours worked during the first Shift that have been the Employee's off-duty days, unless 14 days' notice of such change has been given. The Employee shall be notified of the change in the schedule both orally and in writing and such change shall be recorded on the Shift schedule.
- (b) If, in the course of a posted schedule, the Employer changes an Employee's scheduled Shift, but not the Employee's scheduled days off, the Employee shall be paid at the overtime rate in accordance with Article 8: Overtime for all hours

worked during the first Shift of the changed schedule, unless 14 days' notice of such change has been given. The Employee shall be notified of the change in the schedule both orally and in writing and such change shall be recorded on the Shift schedule.

- (c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled Shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for 14 days' notice of change and the resultant penalty pay as described in Article 7.04(a) and (b) shall not apply. Employees or the Employer should make such requests as far in advance as possible in order to maximize the ability to accommodate the request. Any Shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.

7.05 *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; and
 - (ii) prior approval of such exchange has been given by the Employees' immediate supervisor(s); and
 - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing.
 - (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) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.
- (e) Shift exchanges can only be made by Regular or Temporary Employees.

7.06 *Reporting Pay*

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

- (b) In the event that an Employee reports for work as scheduled and is requested by the Employer to leave and fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (c) No Employees shall receive payment for both 7.06(a) and 7.06(b) concurrently.

7.07 The Employer will consider implementing a contractually compliant Shift schedule developed by the Employee(s) and the Local which provides appropriate professional coverage as determined by the Employer.

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.75 hours per day or on scheduled days of rest.
- (b) The Employer shall designate an individual in the Facility who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.
- 8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period, beginning at the first hour the Employee reports to work.
- 8.04 The Employer shall endeavor to minimize the use of mandatory overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.
- 8.07 (a) Where an Employee works overtime immediately following their Shift and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours rest before commencing their next Shift, without loss of earnings.

- (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

ARTICLE 9: COMMITTEE PARTICIPATION

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

ARTICLE 10: TRANSPORTATION

- 10.01 An Employee who normally travels from the Facility to the Employee's place of residence by means of public transportation following the completion of the Employee's Shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular Shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Facility to the Employee's place of residence.
- 10.02 When an Employee is assigned duties necessitating the use of the Employee's private automobile they shall be reimbursed at the rate of 50.5¢ per kilometre from the Employee's residence to the site and return (or Government of Alberta rates, whichever is greater) and for other reasonable expenses related to the use of the Employee's private automobile while performing those assigned duties.

ARTICLE 11: PROBATIONARY PERIOD

- 11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of their probationary period.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 11.02 Subject to Article 11.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first 54.25 hours of patient/resident/client care shall be under guidance or supervision of which 23.25 hours shall be on day Shift.

- 11.04 An Employee, absent for an extended period, shall be provided with appropriate re-orientation when such a need exists. The form and duration of which shall be determined by the Employer in consultation between the Employee and the Employer.

ARTICLE 12: SENIORITY

- 12.01 An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present Regular or Temporary employment.
- 12.02 Seniority shall be considered in determining:
- (a) (i) selection by Regular Employees of newly created Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions, the selection to occur within the unit.
 - (ii) selection by Regular Employees of vacant Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions, the selection to occur within the unit.
 - (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers & Vacancies;
 - (c) layoff and recall subject to the provisions specified in Article 15: Layoff and Recall.
 - (d) approval of vacation times subject to the provisions specified in Article 17: Vacations with Pay.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee resigns;
 - (b) when an Employee has been terminated, subject to any subsequent arbitration award;
 - (b) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work; or
 - (c) if, subject to the provisions of Article 15: Layoff and Recall, an Employee does not return to work on recall.
- 12.04 **Seniority Lists**

The Employer shall provide to the Union on a monthly basis, an Employee Listing in an electronic file in accordance with the UNA Report Template. Any changes to the Template Report must be mutually agreed.

12.05 Seniority Tie-Breaking

Where two (2) or more Employees have the same seniority date the Union will conduct a random ordering to produce individual ranking. This seniority remains in place until the expiration of this Collective Agreement.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

- 13.01 (a) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- (b) The Employer shall strive to provide each Employee a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.
- (c) An Employee who has not received an evaluation in the last twelve months may request one. Such request shall be granted in a timely manner.
- 13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position or other out-of-scope designate.
- (b) In the event a performance issue has been identified it will be discussed with the Employee, and documentation will follow but will not be placed on the Employee's personnel file. The matters may be incorporated into the Employee's evaluation.
- (c) At the evaluation meeting the Employee shall be given a copy of the Employee's evaluation document. The Employee shall sign their evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within 14 calendar days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03 (a) By appointment made at least one (1) working day in advance, and during regular business hours and outside of the Employee's paid hours of work, an Employee may view their personnel file on request and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in their personnel file at the time the Employee views the file, pursuant to Article 13.03(a). The Employee may be required by the Employer

to pay a reasonable fee to cover the cost of copying. Such fee shall be established by the Employer.

- 13.04 An Employee's evaluation shall not be released by the Employer to any person except as required to administer this Collective Agreement, or as otherwise required by law, without the written consent of the Employee.

ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

- 14.01 (a) The Employer shall post notices of vacancies for all regular and temporary positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointment shall be made on a temporary or relief basis only.
- (c) Vacancies shall be filled whenever possible from within the bargaining unit.
- (d) A notice of vacancy shall include:
- (i) a general description of the work;
 - (ii) Facility;
 - (iii) the unit or units (if applicable);
 - (iv) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position. For information purposes only, the current Shift pattern;
 - (v) commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer; and
 - (vi) temporary positions, the notice of vacancy shall also indicate the expected term.

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

- (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.
- (f) The Employer retains the right to create positions that entail regularly working on more than one (1) unit, and when such positions are created, the posting will clearly indicate this. Although the Employer retains the right to create multi-unit positions and float positions, the norm will be that Employees will continue to be employed in a single unit. This does not preclude the Employer from

requiring an Employee to “float” to another unit on an exceptional basis in order to meet operational requirements; or preclude an Employee from agreeing to work additional Shifts on other units.

- 14.02 (a) A vacancy resulting from either:
- (i) the creation of a specific job of limited term exceeding three (3) months’ duration; or
 - (ii) a leave of absence granted for a period known to be longer than three (3) months;
- shall be posted in accordance with Article 14.01.
- (b) Where such a vacancy has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated into their former position. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 30.03 (a)(ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.
- (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
- (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).
 - (ii) For temporary positions, such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Local. Such agreement shall not be unreasonably withheld.
- 14.03 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made to the Employer in writing.

- 14.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience, acceptable performance and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience, acceptable performance and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Casual Employee who has been in the scope of the bargaining unit the longest.
- 14.05 The name of the Employee who is appointed to fill the transfer, promotion and/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. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five (5) calendar days of the appointment.
- 14.06 When an Employee is promoted from one classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which the Employee has been promoted.
- 14.07 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.
- 14.08 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.
- 14.09 At the time of hire, or transfer, or change of hours or change of category in accordance with Article 30.01, 30.02 or 30.03, all Employees shall receive a letter which shall include the following:
- (a) category (Regular, Temporary or Casual);
 - (b) classification;
 - (c) number of hours per Shift and Shifts per Shift cycle;
 - (d) date of hire and transfer (if applicable);
 - (e) increment level;
 - (f) the unit or units (if applicable).

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

- 14.10 In instances where a Regular Employee accepts a regular or temporary managerial position with the Employer which is outside the scope of this bargaining unit the resultant vacancy shall be posted as a temporary position, not to exceed 18 months. During this period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.

ARTICLE 15: LAYOFF AND RECALL

- 15.01 (a) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.
- (b) For the purposes of Article 15: Layoff and Recall, “ability to perform the work” shall be assessed by the Employer.
- (c) Workplace reorganization that results in the movement, merger or division, of a unit or part of a unit within a Site shall not constitute a position elimination provided there are no other substantial changes to the Employee’s position. In the event that the Employer combines multiple units on the same site into a single unit or divides a single unit into multiple units, no notice of position elimination shall be required, provided that there is no other substantial change to the Employee’s position.
- 15.02 **Notice**
- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Local a copy of the notice of layoff forthwith, except that the 28 calendar days’ notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, 28 calendar days’ notice is not required but up to four (4) weeks’ pay in lieu thereof shall be paid to affected Employees.
- 15.03 **Order of Layoff**

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

- 15.04 (a) An Employee whose position is eliminated by the Employer in accordance with this Article shall:
- (i) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or
 - (ii) at the Employee's option, accept layoff with the right of recall.

15.05 **Recalls**

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

- 15.06 No new Employees shall be hired while there are other Employees on layoff with the Employer as long as laid off Employees are qualified, willing and available to perform the work required.

15.07 **Application of Collective Agreement**

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

15.08 The Employer will work with Employees who have received layoff notice to make reasonable effort to allow schedule changes to accommodate interviews.

ARTICLE 16: TEMPORARY ASSIGNMENT PAY AND IN-CHARGE

16.01 *Charge Pay*

- (a) The Employer shall designate a Registered Nurse or Registered Psychiatric Nurse to be in charge of a unit. The 2nd floor and 3rd floor shall be considered to be two separate units.
- (b) When an Employee who holds the position of a Staff Nurse is designated in charge of a unit, such Employee shall be paid an additional \$2.00 per hour.
- (c) The Employer shall prepare a document specifying the roles and responsibilities of a Registered Nurse or Registered Psychiatric Nurse designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee and the Local upon request and whenever changes are made.

16.02 When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one full Shift or longer the Employee shall be paid an additional \$2.00 per hour.

ARTICLE 17: VACATIONS WITH PAY

17.01 *Definitions*

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;

- (b) “vacation year” means the 12 month period commencing on the 1st day of April in each calendar year and concluding on the last day of March of the following calendar year;
- (c) “date of employment” means:
 - (i) in the case of an Employee whose employment commenced between the 1st and 15th days inclusive of any month, the 1st day of that calendar month; or
 - (ii) in the case of an Employee whose employment commenced between the 16th and last days inclusive of any month, the 1st day of the following calendar month.

17.02 *Vacation Entitlement*

- (a) During each year of continuous employment, an Employee shall earn entitlement to a vacation with pay to be taken in the next following year as follows:
 - (i) during the 1st year of such employment, an Employee earns a vacation of 15 working days;
 - (ii) during each of the 2nd to 9th years of employment, an Employee earns a vacation of 20 working days;
 - (iii) during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;
 - (iv) during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.
- (b) *Employee with Less than a Year of Service*

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

17.03 *Time of Vacation*

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b) (i) The Employer shall post the vacation schedule planner by January 1st of each year. At this time, the Employer shall provide guidance as to the

reasonable number of Employees for each unit who can be granted vacation at the same time. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.

- (ii) When an Employee submits a request in writing after March 15th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward five (5) days of vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03(a), a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (ii) such vacation can be taken at a mutually agreeable time.
- (e) (i) Subject to Article 17.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period of two (2) weeks duration.
 - (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) Notwithstanding Article 17.03(b), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay, for that portion of the Employee's vacation entitlement that exceeds four (4) weeks.
- (e) No Employee shall have their vacation cancelled or rescheduled by the Employer unless an emergency situation. An Employee who has their vacation cancelled by the Employer shall be paid 2X their Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer.

17.04 *Vacation Pay on Termination*

- (a) If an Employee is terminated and proper notice given, the Employee shall receive accrued vacation pay.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee:
 - (i) after less than one (1) year of employment by the Employer; or
 - (ii) without giving proper notice under, Article 23.10,

such Employee shall receive vacation pay at the rate prescribed in the *Alberta Employment Standards Code R.S.A. 2000 c. E-9* concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least 28 calendar days' notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

ARTICLE 18: NAMED HOLIDAYS

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

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

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta; or
- (ii) The Government of Canada.

Further, any one day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Institution is located.

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

- 18.02 To qualify for a Named Holiday with pay, the Employee must:
- (a) work the scheduled Shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
 - (b) work on the holiday when scheduled or required to do so.
- 18.03 (a) Except as specified in Article 18.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1 1/2X the Employee's Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed time or;
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
- (b) In addition to an alternate day off, an Employee who is obliged to work overtime on a Named Holiday shall be paid at 2.5X their Basic Rate of Pay for all hours worked on the Named Holiday.
- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06 (a) Unless otherwise requested, an Employee shall be scheduled as to provide the Employee with days off on at least four of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two consecutive days where the Employee will not be obliged to work.
 - (ii) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work.

ARTICLE 19: SICK LEAVE

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act R.S.A. 2000, c. W-15 and Regulations*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 1 1/2 working days for each full month of employment up to a maximum credit of 120 working days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so.
- 19.05 When an Employee has accrued the maximum sick leave credits of 120 working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.
- 19.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during their vacation period as stated in Article 19.06(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 19.06(a), should an Employee be admitted to hospital as an "in-patient" during the course of their vacation, the Employee shall be considered as being on sick leave for the period of

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

- 19.07 (a) An Employee who has been receiving Long-Term Disability benefits and who is able to return to work and who is capable of performing the duties of their former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work. The Employer shall then place the Employee in the same or equivalent position held by the Employee immediately prior to the Employee's disability.
- (b) An Employee who does not qualify for Long-Term Disability benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 18 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one month notice of their intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Layoff and Recall provisions of this Collective Agreement.
- 19.08 Upon request of an Employee the Employer shall advise an Employee of their accrued sick leave credits.
- 19.09 Sick leave credits shall not accumulate during periods of illness or injury.
- (a) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.
- (b) Where a Casual Employee in Article 30.03 subsequently transfers to a regular or temporary position with the same Employer, such Employee shall have their frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.
- 19.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

- 19.12 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 14: Promotions, Transfers and Vacancies.

ARTICLE 20: WORKERS' COMPENSATION

- 20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall assign over to the Employer, the monies due from the Workers' Compensation Board for time lost due to accident.
- 20.02 Employees who have been on Workers' Compensation and who are certified by the Workers' Compensation Board to be fit to return to work and who are:
- (a) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
 - (b) incapable of performing the duties of their former position, but are capable of performing the duties of their former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work. The Employer shall then endeavor to accommodate the Employee to an existing position for which the Employee is capable of performing the work entailed. The Union will be involved in such discussions.
 - (c) incapable of performing the duties of their former classification, shall be entitled to benefits that the Employee is eligible for under Sick Leave or Short-term Disability or Long-term Disability, in accordance with Articles 19: Sick Leave or 21: Prepaid Health Benefits. The Union will be involved in such discussions.
 - (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.
- 20.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 14: Promotions, Transfers & Vacancies.

ARTICLE 21: PREPAID HEALTH BENEFITS

- 21.01 The Employer shall provide the following group plans:
- (a) Supplementary Benefits Plan which includes the following:

- (i) 80% direct payment provision for all medication prescribed by a qualified practitioner to a maximum of \$2000.00 per year.
 - (b) Alberta Health Care Insurance Plan;
 - (c) The Health Benefits Trust of Alberta (HBTA) or equivalent, inclusive of:
 - (i) Group Life Insurance (1X basic annual earnings rounded to next highest \$1,000);
 - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1,000);
 - (iii) Long-term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period); and
 - (v) Alberta Blue Cross' current Usual and Customary Dental Plan or equivalent, which provides for the reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services up to a maximum of \$3000 per person per year, and 50% of eligible Orthodontic Services up to a maximum of \$3000 per person lifetime (including coverage for adults) in accordance with the current Alberta Blue Cross Usual and Customary Fee Guide.
 - (vi) Vision Care coverage providing for annual eye exams and up to \$600 every two (2) years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery.
- 21.02 (a) Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- (b) The parties agree that there shall be no substantive change to any benefits provided by the plan, without discussion between the Employer and the Union, unless such changes are required by legislation.
- 21.03 The premium costs shall be shared 75% by the Employer and 25% by the Employee.
- 21.04 The Employer shall make available to all Employees relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 21.05 (a) The Employer shall provide one copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) The Employer shall advise the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01.

- 21.06 Such coverage shall be provided to Regular and Temporary Employees except for:
- (a) a Part-time Employee whose hours of work are fewer than 20 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
 - (b) a Temporary Employee who is hired to work for a position of less than six (6) months.

ARTICLE 22: LEAVES OF ABSENCE

22.01 *General Conditions*

- (a) In addition to leaves listed in the Collective Agreement, Employees are eligible for any leaves as set out the *Alberta Employment Standards Code*.
- (b) Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. If a request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.
- (c) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that replacement staffing can be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (d) Except as provided in Article 22.03(c), where an Employee is granted a leave of absence of more than a 30 days duration, and that Employee is covered by any or all of the plans specified in Article 21: Prepaid Health Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans. Failure to submit the premium payments will result in the Employer discontinuing benefit coverage for that Employee.
- (e) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence. Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of 30 calendar days.

22.02 *Bereavement Leave*

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family). For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular

earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.

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

22.03 *Maternity Leave*

- (a) Employees who have completed 90 days of employment shall, upon written request providing at least two (2) weeks' advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that they commence maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave or LTD. Maternity leave shall not exceed 18 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work, they will be treated in every respect the same as any other Employee on sick leave or on disability benefits.
- (d) An Employee on such leave shall provide the Employer with at least two (2) weeks' written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.
- (e) An Employee whose pregnancy ends other than as a result of a live birth within 16 weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 22.03(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end 16 weeks after the commencement of the leave.

22.04 *Parental or Adoption Leave*

- (a) Employees who have completed 90 days of employment shall, upon written request, be granted leave without pay and benefits for up to 18 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two (2) weeks' written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by the Employee immediately prior to taking leave, or, if such is not possible, provide

the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.

- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence parental leave with one (1) day's notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.

22.05 *Educational Leave*

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes related to the work they perform for the Employer shall be deemed to remain in the continuous service of the Employer for the first 24 months of such period of leave.
- (b) During an Employee's educational leave, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (c)
 - (i) A Regular Employee registered at a university or college pursuing a nursing degree on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted four (4) days leave at their Basic Rate of Pay per contract year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of their intentions. Upon request, the Employee shall be required to provide proof of registration.
 - (ii) A Regular Employee registered to write the Gerontological Certification exam may be granted a maximum of two (2) working days leave at their Basic Rate of Pay for the purpose of preparing for and writing the certification exam.

22.06 *Court Appearance*

- (a) In the event an Employee is required to appear before a court of law as a member of a jury, as a witness in a criminal matter or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings for the scheduled Shift(s) so missed;

- (ii) be paid an amount equal to the Employee's average daily earnings at the Basic Rate of Pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.
- (b) In the event an Employee is scheduled to work on the evening or night Shift(s) on the day(s) or the night Shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled Shift(s).
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

22.07 *Personal Leave*

- (a) Each Full-time Employee shall be entitled to four (4) personal leave days each year, from January 10th through December 15th. Employees shall request in writing such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. While the use of personal leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, personal leave days are not intended for the purposes of extending time off from work. Requests for personal leave shall not be unreasonably denied.
- (b) Part-time Employees will be entitled to two (3) personal leave days administered as in 22.07(a) and 22.07(c)
- (c) If Employment commences on or after April 1st of the year, personal leave days will be pro-rated for the remainder of the year as follows:
 - (i) April 1st – August 31th: two (3) personal leave days;
 - (ii) September 1st – November 30th: one (2) personal leave days.

22.08 *Military Leave*

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

22.09 *Leave for Public Affairs*

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four years.
- (b) Regular Employees who are elected to public office other than the Legislative Assembly of Alberta shall be allowed leave of absence without pay for a period of time not to exceed four years.
- (c) In the event an Employee is elected to the Legislative Assembly of Alberta, the following provisions shall apply:
 - (i) The Employee will be deemed to have resigned effective the date of the election.
 - (ii) Within 6 months of ceasing to hold political office, the former Employee may provide 28 days' notice of readiness to return to work.
 - (iii) The Employer agrees to reinstate the former Employee, provided the former Employee has maintained their professional designation with the appropriate College.
 - (iv) The former Employee shall be reinstated with seniority according to original seniority date.
 - (v) The former Employee's increment date shall be as at the date of resignation.
 - (vi) The Employer shall reinstate sick leave credits that existed prior to the former Employee's resignation.
 - (vii) Upon reinstatement, the Employee shall begin accruing vacation and supplementary vacation at the appropriate levels as before their resignation.
 - (viii) Local Authority Pension Plan (LAPP) contributions shall cease effective the date of resignation. Subject to LAPP regulations, contributions shall commence on the first day of the reinstatement.

22.10 *Citizenship Ceremony Leave*

An Employee who has completed 90 days of employment is entitled to one half (1/2) day of leave without pay to attend a Citizenship Ceremony to receive a Certificate of Citizenship, as provided for under the *Citizenship Act (Canada)*.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

- 23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.03 (a) 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 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension, the notice shall specify the time period of the suspension.
- (b) When a complex or extended investigation is required, a request for an extension to the timelines will not be unreasonably denied.
- 23.04 (a) The record of a disciplinary measure shall be removed by the Employer from an Employees personnel file after eighteen (18) months of continuous service, exclusive of absences of thirty (30) days or more, from the date the disciplinary action was invoked provided no further disciplinary measure was imposed during the above period.

- (b) Once a disciplinary record is eligible for removal per Article 23.04(a), the Employer shall not rely on, nor refer to such discipline in responding to new misconduct or performance issues.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion, an Employee may be accompanied by a representative of the Union and/or Local. The Employee shall be advised of this right at the time of the scheduling of the meeting. Upon request, the Employer will disclose in writing the particulars of the concern or complaint against the Employee, which will be discussed at the disciplinary discussion. When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.
- 23.07 In the event that an Employee is reported to the licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 28 calendar days' notice, in writing, shall be given by the Employee who resigns.
- 23.11 Vacation pay on termination shall be paid in accordance with Article 17.04.
- 23.12 For the purpose of Article 23.01, 23.02 and 23.03, periods of time referred to in days shall be deemed to mean time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays. Time limits specified in Articles 23.01, 23.02 and 23.03, may be extended by mutual agreement in writing between the Employer and the Local.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

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

25.02 Upon becoming registered by the College of Registered Nurses of Alberta (CRNA), a Provisional Permit Holder:

- (i) if newly graduated from a basic nursing education program and, has satisfied CRNA that the Employee has completed a training program, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully registering with CRNA or the Employee's most recent date of employment, whichever is later; and
- (ii) in all other cases, a Provisional Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions Act and Regulations*, and who subsequently qualifies to have their name entered into the register of Registered Nurses, shall be paid the rate applicable to a Registered Nurse.

Such payment will be retroactive to the date the provisional permit was issued unless the Employee had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

- (iii) Provisions of Article 25.02(i) and (ii) shall also apply to Employees who are registered as Psychiatric Nurses in Alberta.

25.03 Where the Employer has in place a system of depositing paycheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made to the financial institution of the Employee's choice no later than 0800 on the designated pay day.

25.04 Except where payroll cheques or slips are distributed to the unit or directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.

25.05 The Employee's payroll cheque stub shall display the purpose and amount of each item of income. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.

25.06 An Employee may request and shall be given information related to sick leave, vacation, overtime accumulation and days in lieu of Named Holidays. The Employer will provide this information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's information system.

ARTICLE 26: EDUCATIONAL ALLOWANCES

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

	Course/Certificate	Hourly Allowance
	Certificate in Gerontology	50¢
	Baccalaureate Degree	\$1.25
	Master's Degree	\$1.50
	Doctorate	\$1.75
26.02	Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained.	
26.03	Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer.	

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

- 27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.
 - (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- 27.02 Additional time worked not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.
- 27.03 Subject to Article 27.01, an Employee's starting salary shall be adjusted effective the date the Employee submits proof to the Employer of previous experience. Where the Employee demonstrates to the Employer exceptional circumstances exist that prevented the provision of proof within three (3) months, the Employer may agree to additional retroactivity.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

- 28.01 *Shift Differential*
- (a) A Shift differential of \$2.75 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or
 - (ii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours;
 - (iii) Notwithstanding (i) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.

- (b) A Shift differential of \$5.00 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
 - (ii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.
- (c) No Employee shall receive payment under 28.01(a) and 28.01(b) concurrently.

28.02 *Weekend Premium*

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

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

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

ARTICLE 29: PENSION PLAN

- 29.01 The Employer shall contribute to the Local Authorities Pension Plan or an alternate plan agreed to by the Union, as applicable, to provide benefits for participating Employees, provided they are scheduled to work at least 20 hours per week as averaged over one (1) complete Cycle of the Shift Schedule, in accordance with the terms and conditions of the applicable Plan.
- 29.02 Where an eligible Part-time Employee requests enrollment in a pension plan referred to in Article 29.01, the Employer shall facilitate such enrollment by providing the Employee with the necessary forms and submitting such forms as may be necessary to the applicable plan forthwith.
- 29.03 Where the Employee requests within five (5) years of the Employee's date of hire to have the Employee's first year of employment recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the first year of service.

- 29.04 The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan prior to eligibility for the above Plan and when there are changes to the Plan. The Employer will include general pension eligibility information on letters issued to Employees pursuant to Article 14.09.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

30.01 *Part-time Employees*

Except as modified in Article 30.01, all provisions of this Collective Agreement shall apply to Part-time Employees.

(a) *Hours of Work*

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 38.75 hours per week averaged over one complete Cycle of the Shift Schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01.
- (iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.
- (v) Where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on their scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.

(b) *Shift Schedules*

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

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

- (i) at least 15 hours off duty between Shifts;
- (ii) an average of two (2) consecutive days per week, and a total of nine (9) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
- (iii) not more than six (6) consecutive scheduled days of work; and
- (iv) designated days of rest to occur on 1/2 of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" means a Saturday and the following Sunday, assuring a minimum of 56 hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.09.

(c) *Increment Accrual*

- (i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter a further increment upon the completion of each period of 1929.75 regular hours actually worked until the maximum step on the wage grid is achieved.
- (ii) For Part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

- (iii) For Part-time Employees, relevant educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (d) *Vacations with pay*

- (i) Amend Article 17.02 to read:

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

- (b) During each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:

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

$$\begin{array}{r}
 \text{Hours} \\
 \text{worked} \\
 \text{during the} \\
 \text{vacation year} \\
 \text{at the rate} \\
 \text{specified in} \\
 \text{Article 30.01} \\
 \text{(d)(i):} \\
 \text{(17.02(a))}
 \end{array}
 \times
 \begin{array}{r}
 \text{The} \\
 \text{applicable} \\
 \% \text{ outlined} \\
 \text{below}
 \end{array}
 =
 \begin{array}{r}
 \text{Number of} \\
 \text{hours of} \\
 \text{paid} \\
 \text{vacation} \\
 \text{time to be} \\
 \text{taken in the} \\
 \text{next} \\
 \text{following} \\
 \text{vacation} \\
 \text{year}
 \end{array}$$

- (a) 6% during the 1st employment year;
- (b) 8% during each of the 2nd to 9th employment years;
- (c) 10% during each of the 10th to 19th employment years;
- (d) 12% during each of the 20th and subsequent employment years.

(e) Employee with Less than a Year of Service

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

(f) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though the Employee's employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

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

17.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 30.01(d) will be paid in compliance with Article 17.04(c).

(e) *Named Holidays*

Amend Article 18 to read:

18.01 Part-time Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to 5.38% of their regular earnings in lieu of Named Holidays.

18.02 (a) A Part-time Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

(b) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid 2.5X their Basic Rate of Pay.

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

- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
 - (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (f) *Sick Leave*

Article 19

Amend Article 19.02 to read:

- 19.02 (a) A Part-time Employee shall accumulate sick leave benefits on the basis of 1 1/2 days per month, pro-rated on the basis of the regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

30.02 *Temporary Employees*

- (a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall.
- (b) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for the position. Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of their employment pursuant to Article 30.02(b).

30.03 *Casual Employees*

Except as modified in this Article, all provisions of the Collective Agreement shall apply to Casual Employees except that the following Articles shall have no application to Casual Employees:

- Article 7: Hours of Work and Scheduling Provisions - 7.01(a), 7.02, 7.03, 7.04
- Article 12: Seniority
- Article 15: Layoff and Recall
- Article 17: Vacations with Pay
- Article 18: Named Holidays
- Article 19: Sick Leave, except Article 19.10(b)
- Article 20: Workers' Compensation
- Article 21: Prepaid Health Benefits, and
- Article 22: Leaves of Absence.

(a) *Hours of Work*

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven calendar days.
- (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.03(b)(i) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.
- (iv) (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid four (4) hours pay at the Employee's Basic Rate of Pay.

(B) If fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (v) A Casual Employee shall be entitled to overtime worked in excess of 155 hours averaged over a four (4) week period (with a starting point established as the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement).

(b) *Increment Accrual*

Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and therefore a further increment upon the completion of each period of 1929.75 regular hours actually worked until the maximum step on the wage grid is achieved.

(c) *Vacation*

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

- 17.02 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
- (i) 6% of their regular earnings during the 1st employment year; in lieu of vacations with pay;
 - (ii) 8% of their regular earnings during the 2nd to 9th employment years; in lieu of vacations with pay;
 - (iii) 10% of their regular earnings during the 10th to 19th employment years; in lieu of vacations with pay;
 - (iv) 12% of their regular earnings during the 20th and subsequent employment years; in lieu of vacations with pay.
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(d) *Named Holidays*

Amend Article 18: Named Holidays to read:

- 18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.38% of their regular earnings in lieu of Named Holidays.
- 18.02 (a) A Casual Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours. 2X the Employee's Basic Rate of Pay shall be paid for work in excess of 7.75 hours on such day.
- (b) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid 2.5X their Basic Rate of Pay.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three Named Holidays shall be either Christmas or New Year's Day.
- (e) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
- (f) In the event an Employee is required to serve as a witness in matters arising out of their employment, the Employee shall be granted leave of absence at their

regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

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

ARTICLE 32: GRIEVANCE PROCEDURE

- 32.01 A Grievance shall be defined as a difference between the Employer and either the Employee or the Union as to the interpretation, application, operation or any contravention or alleged contravention of this Collective Agreement.
- 32.02 **Definition of Time Periods**
- (a) For the purpose of this Article, periods of time shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays named in this collective Agreement.
 - (b) Any of the time limits herein contained in these grievance proceedings, may be extended if mutually agreed to in writing by the parties. All time limits in this Article are directory, and intended to enable timely resolution of disputes.
 - (c) Should the Employee or Union fail to comply with any time limit in the grievance procedure, the grievance shall be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
 - (d) Any of the time limits herein contained in these grievance proceedings, may be extended if mutually agreed to in writing by the parties.
- 32.03 An Employee may, at any time, have the assistance of a Union Representative relating to a grievance.
- 32.04 Except for Step 1, replies to grievances shall be in writing at all stages. The Employer shall supply the necessary meeting rooms for grievance meetings.
- 32.05 **Policy Grievance**
- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the party initiating the grievance may proceed with a policy grievance provided it is initiated within 15 days of

the date the grieving Party became aware of, or reasonably should have become aware of, the occurrence.

- (b) A policy grievance shall be submitted at Step II.

32.06 **Group Grievance**

If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step II within 15 days of the date that she or he became aware of, or reasonably should have become aware of, the occurrence of the act giving rise to the grievance and processed there from in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.

32 .07 **Grievance Procedure**

Step I

- (a) If a dispute arises between the Employee and the Employer regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first seek to settle the dispute through discussion with the Care Manager or designate.
- (b) In the event an Employee alleges that she or he has been dismissed or suspended without just cause, they may commence the grievance at Step II, within 15 days of the date that she or he became aware of, or reasonably should have become aware of, the occurrence of the act causing to the grievance.

Step II

The grievance shall be submitted in writing to the Director or designate within 15 days of the date the Employee first became aware of, or reasonably should have become aware of the occurrence of the act causing the grievance.

It shall state the nature of the grievance, the article(s) claimed to have been violated, and the redress sought. The Director or designate shall meet with the Union to attempt to resolve the dispute. The decision of the Director shall be communicated, in writing, to the Union within 10 days of receiving the grievance days. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

Step III

If the decision of the Employer is not acceptable to the grieving party, it may submit the grievance to Arbitration, see below, provided it does so within 10 days of receipt of the decision of the Employer at Step III.

32 .08 **Arbitration**

- (a) Either of the parties wishing to submit a grievance to either a Board of Arbitration or a single Arbitrator as may be mutually acceptable, shall notify the other party in writing of its intention to do so. The party giving notification shall include either the name of their nominee or a list of acceptable arbitrators as the case may be.
- (b) Within 10 days after receipt of notification, as provided in Clause 32.08(a) above, the party receiving notification shall advise the other party either of its acceptance of a single Arbitrator or its nominee to an Arbitration Board.
- (c) No person shall be appointed as an Arbitrator or as a member of an Arbitration Board if the person is directly affected by the difference or if the person has been involved in an attempt to negotiate or settle the difference.
- (d) The appointees nominated by the parties shall, within 10 days, endeavor to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour for the Province of Alberta to appoint a Chairperson.
- (e) After the Arbitration Board has been formed, or the single Arbitrator appointed, in accordance with the above procedure, a meeting shall be held as soon as reasonably possible to hear such evidence as both parties may desire to present to assure a full, fair hearing. A decision in writing to the parties shall be rendered within 60 days after completion of the hearing.
- (f) The Chairperson shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered shall be final and binding on both parties. The decision of a single Arbitrator shall be final and binding on both parties.
- (g) The Arbitration Board or single Arbitrator in its decision shall not alter, amend or change the terms of this Collective Agreement.
- (h) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or of a single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- (i) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- (j) For the purposes of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in the Named Holidays Article.

32.09 Alternate Dispute Resolution Process

- (a) Prior to any grievance going to Arbitration or Mediation, the parties may agree to refer the dispute to an Alternate Dispute Resolution Process.
- (b) The purpose of the ADRP is to have an open, non-binding discussion in an attempt to reach a resolution satisfactory to both parties.
- (c) Reference of a matter to the ADRP is voluntary and must be agreed to by both parties.
- (d) Discussions and proposed resolutions are made on a without prejudice basis and are for the purpose of attempting to achieve a resolution to the matter is dispute.
- (e) Any and all information or documents shared during, or in preparation for the ADRP are considered privileged and cannot be used in any further proceedings without proper introduction as evidence.
- (f) Each ADRP will be facilitated jointly by one (1) representative from the Union and one (1) representative from the Employer.
- (g) The ADRP will make recommendations to resolve the issue. Recommendations can take any form the parties feel are appropriate. Recommendations are non-binding on the parties, do not set a precedent and are considered privileged. Resolutions may not be used for any other purpose.
- (h) If a resolution is not reached, the parties retain the right to refer the matter to either Arbitration or Mediation.

ARTICLE 33: COMPENSATION ERRORS

- 33.01 A compensation error is an overpayment or underpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error.
- 33.02 The Employer is entitled to recover overpayments from Employees' earnings according to the following procedures:
- (a) When the Employer discovers a compensation overpayment has been made that is wished to recover, it must advise the Employee, in writing, of the cause and amount of the overpayment and provide an explanation of how the amount was calculated. The Employer shall only recover overpayments from within a 6 month period starting the day the Employee is made aware an overpayment exists.
 - (b) By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to 10% of the Employee's gross earnings per pay period.

- 33.03 If there is a payroll error and an Employee is without pay, the Employer must issue the monies owing, within five (5) working days.
- 33.04 The above process is not intended to affect other payroll adjustments/deductions that occur as a result of informal discussions between the Employee and their Manager(s)/ Time Keeper that result from errors in time entries and that are agreed upon by the Employee through these informal discussions. The above process will only apply if an error and resulting adjustment/deduction cannot be resolved through submission of a time sheet correction.

ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY

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

- (f) (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or their designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Union within seven (7) calendar days of the resolution meeting.
 - (ii) Should the issue remain unresolved following the CEO's written response the Union may request and shall have the right to present its recommendation(s) to the Board of Trustees of the Hospital concerned. The Board shall reply in writing to the Union within 14 calendar days of the presentation by the Union.
- 34.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.
- 34.04 No Employee shall be assigned to work alone on a unit.
- 34.05 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 34.06 (a) The Employer shall have in place a harassment policy which shall be reviewed annually by the Committee.
- (b) There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this.
- 34.07 The Employer shall:
- (a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall review:
 - (i) engineering controls,
 - (ii) administrative policies, procedures and compliance; and
 - (iii) appropriate personal protective devices and other equipment.
 - (b) share information with and obtain input from the Committee pertaining to all hazard assessments.
- 34.08 No regularly scheduled Shift shall begin or end between the hours of 2400 and 0600 hours without prior consultation with the Union.

ARTICLE 35: PROFESSIONAL DEVELOPMENT

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

In-Service Education

- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) Cardio-Pulmonary Resuscitation where required by the Employer;
 - (ii) Fire (hands on experience with equipment except where not required by the Institution’s established written fire procedures);
 - (iii) Evacuation and disaster procedures; and
 - (iv) Proper lifting and transferring and prevention of injuries.
- (c) Employees who identify in-service programs which are not identified as compulsory by the Employer shall, upon approval of the Employer suffer no loss of regular earnings for attending such programs.
- (d) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than 23 hours per year. The 23 hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 35.01(b) and shall include prevention and management of staff abuse, and a yearly workshop for the purpose of explaining the pension plan to the Employees.

35.02 *Professional Development Days*

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

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

Applications for such paid professional development opportunities shall be made in writing, to the Employer as early as possible. The Employer shall not unreasonably deny requests for professional development.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY AND REGISTRATION

- 36.01 (a) A Professional Responsibility Committee (Committee) shall be established with at least two (2) and up to five (5) Employees elected by the Local and equal number 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, and within 10 days of receiving a written description of the issue regarding patient/resident/client care.
- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care.
- (e) Where an issue is specific to one unit, the Employee or Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
- (f) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.
- (g) Should the issue remain unresolved following the CEO's written response, the Committee may request and shall have the right to present the issue to the Board of Management. The Board of Management will then give their reply to the Committee within 14 calendar days.
- (h) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
- (i) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavor to provide this information

in a timely fashion, and in any event not later than 30 days from the original discussion of the particular staffing issue(s).

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

Professional Registration

36.03 Where required by legislation, all Employees shall maintain current registration with the appropriate professional body.

36.04 (a) Employees who have accumulated 684.6 or more regular hours actually worked in the previous fiscal year and have active registration with the College of Registered Nurses of Alberta or the College of Registered Psychiatric Nurses of Alberta at the beginning of the next registration year, shall receive a \$250.00 reimbursement to their College of Registered Nurses of Alberta or College of Registered Psychiatric Nurses of Alberta registration fee.

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

- (i) Leaves of absence for Union business,
- (ii) Other leaves of absence of one month or less,
- (iii) Time on sick leave with pay,
- (iv) Absences while receiving Workers' Compensation, and
- (v) Educational leave up to 24 months.

ARTICLE 37: JOB DESCRIPTION AND CLASSIFICATION

37.01 For each nursing position in the bargaining unit, the Employer shall prepare a job description. Copies of such descriptions shall be on hand and shall be available to each Employee upon request. Copies of all such documents shall be provided to the Local upon request, and whenever changes are made.

37.02 New Classifications

If the Employer creates a new classification which belongs in the bargaining unit and which is not now designated in this Collective Agreement, or if a new classification is included in the bargaining unit by the Labour Relations Board, the following provisions shall apply:

- (a) The Employer shall establish a position title and a salary scale and give written notice of the same to the Union.

- (b) If the Union does not agree with the position title and/or the salary scale, representatives of the Employer and the Union, shall, within 30 days of the creation of the new classification or the inclusion of a new classification in the bargaining unit, meet for the purpose of establishing a position title and salary scale for the new classification.
- (c) Should the parties, through discussion and negotiation, agree in regard to a salary scale for the new classification the salary scale shall be retroactive to the date the new classification was implemented.
- (d) Should the parties, through discussion and negotiation, not be able to agree to a position title, it is understood that the Employer's decision in respect to the position title shall not be subject to the Grievance and Arbitration procedure contained in this Collective Agreement or in the Code.
- (e) Should the parties not be able to agree, the Union may, within 60 days of the date the new classification was created or included in the bargaining unit, refer the salary scale to Arbitration. Should the Union not refer the matter to Arbitration within the stated time limit, the final position of the Employer, as stated in the negotiations, shall be implemented.

37.03 **Classification Review**

- (a) Employees who have good reason to believe that they are improperly classified may apply, in writing by electronic mail, to their most immediate supervisor in an excluded management position to have their classification reviewed. The Employer will give consideration to such application and notify the Employee accordingly.
- (b) Should the Employees feel that they have not received proper consideration in regard to a classification review, they may request that the matter be further reviewed by discussion between the Union and the Employer.
- (c) The Employer shall notify the Union of its position within 90 days of the matter being brought to the Employer by the Union.
- (d) Where the parties are unable to agree, the matter may be subject to the procedures outlined in Article 32: Grievance Procedure.
- (e) Should an Employee be reclassified to a higher classification pursuant to this Article, any wage increase associated with the reclassification shall be retroactive to the date of the written application by the Employee. The Employee shall move to the step on the salary scale of the higher classification in accordance with Article 14.06.
- (f) Employees who are reclassified to a lower classification shall be red circled at their current rate of pay until such time as their current rate of pay equals or

exceeds the rate of pay of the previous classification. Such reclassification shall not invoke the provisions of Article 15: Layoff and Recall.

LETTER OF UNDERSTANDING #1

BETWEEN

ALLEN GRAY CONTINUING CARE CENTRE

- AND -

UNITED NURSES OF ALBERTA, LOCAL #219

RE: RETENTION & RECRUITMENT INITIATIVES

WHEREAS the parties agree that:

- Recruitment is a critical factor in addressing retention and workload concerns of current nurses.
- It is anticipated that over the next 10 years large numbers of senior nurses 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 nurses and nurses entering the workforce.
- The retention of current nurses and recruitment of new nurses 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:

I. RETENTION OF EXPERIENCED EMPLOYEES

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

1. Retention Recognition

- (a) In addition to the rates of pay specified in the Salary Appendix, Employees with 20 or more calendar years of nursing service shall receive a 1.5% 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 90 days of:
 - (i) ratification of the Collective Agreement, or
 - (ii) date of employment, or
 - (iii) achieving 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 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 #2

BETWEEN

ALLEN GRAY CONTINUING CARE CENTRE

- AND -

UNITED NURSES OF ALBERTA, LOCAL #219

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in Item three (3) of this Letter of Understanding:
 - (a) Regular Full-time Employees shall be eligible for severance pay in the amount of two (2) week's full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of 40 weeks' pay.
 - (b) Regular Part-time Employees shall be eligible for severance pay in the amount of two (2) week's full-time pay at their Basic Rate of Pay for each full period of 1711.5 hours worked at the Basic Rate of Pay to a maximum of 40 weeks' pay.
 - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has received layoff notice in accordance with Article 15: Layoff and Recall and for whom no alternate vacant position is available, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 15: Layoff and Recall of the Collective Agreement; or
 - (b) Severance in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described above, shall have terminated employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who receives notice of layoff shall have 14 calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the

Employee wishes to take the severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 15: Layoff and Recall of this Collective Agreement.

7.
 - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

LETTER OF UNDERSTANDING #3

BETWEEN

ALLEN GRAY CONTINUING CARE CENTRE

- AND -

UNITED NURSES OF ALBERTA, LOCAL #219

RE: LUMP SUM Conversion

The parties agree that:

1. The lump sum payment provided for in Letter of Understanding RE: Lump Sum Payment of the 2018-2020 Collective Agreement shall be eliminated effective the Date of Ratification.
2. Effective as of the Date of Ratification a salary increase of 2% shall be implemented for all classifications.
3. This Letter of Understanding shall not apply to Undergraduate Nurses.

LETTER OF UNDERSTANDING #4

BETWEEN

ALLEN GRAY CONTINUING CARE CENTRE

- AND -

UNITED NURSES OF ALBERTA, LOCAL #219

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

1. Each Employee shall be issued a one-time premium payment of 1% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021.
2. For the purposes of this one time lump sum payment “regular hours actually worked” includes:
 - (a) Leaves of absence for Union and Local business;
 - (b) Other leaves of absence of one (1) month or less;
 - (c) Time on sick leave with pay;
 - (d) Absences while receiving Workers’ Compensation; and
 - (e) Educational leave up to 24 months.
3. All overtime hours and all time spent in self isolation (paid or unpaid) as a result of potential or actual COVID-19 exposure will also be included.

LETTER OF UNDERSTANDING #5**BETWEEN****ALLEN GRAY CONTINUING CARE CENTRE****- AND -****UNITED NURSES OF ALBERTA, LOCAL #219****RE: DECREASING OR INCREASING REGULAR HOURS OF WORK**

The parties agree that it may be of mutual benefit to the Employees and the Employer to allow Regular Employees, who request to do so, to decrease or increase their regular hours of work. The Employer shall have the right to accept or reject any request for alteration of the Employee's FTE based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or denial (including a summary of reasons for same) in writing within 14 days of the request to decrease or increase the regular hours of work and such request shall not be unreasonably denied.

- (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:
 - (i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
 - (B) Requests for a temporary decrease in regular hours of work shall indicate the period of time that the temporary decrease would apply. The maximum time for such temporary decrease is 12 months.
 - (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
 - (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to this Letter of Understanding equals or exceeds .4 FTE, they shall be posted as a vacancy.
 - (iv) If the number of hours vacated as a result of this Letter of Understanding is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.

- (v) Regular Employees cannot decrease their FTE to less than a .4 FTE pursuant to this Letter of Understanding, unless otherwise agreed between the Employer and the Local.
 - (vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend the request.
- (b) Increasing regular hours of work for Regular Part-time Employees:
- (i) (A) If regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available on the unit such hours may be offered to Regular Part-time Employees, or may be posted in accordance with this Article for members of the bargaining unit only.
 - (B) Such hours are to be offered to Regular Part-time Employees working on the unit, in order of seniority (for Employees without a unit, this selection is to occur within the program and site). Subject to this Letter of Understanding, Employees may select all or a portion of the additional hours being offered.
 - (ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Letter of Understanding.
 - (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with this Letter of Understanding.
 - (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
 - (v) Any unassigned hours following the completion of this Letter of Understanding will not remain subject to the provisions of this Letter of Understanding.
 - (vi) Regular Part-time Employees may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.

- (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of this Letter of Understanding.
- (viii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
- (c) Employees shall not be permitted to decrease or increase their regular hours of work pursuant to this Letter of Understanding more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.
- (d) Any redistribution of hours as a result of the operation of this Letter of Understanding shall not be considered a violation of the Letter of Understanding Re: Severance.
- (e) Where any request pursuant to this Letter of Understanding has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
- (f) Copies of all requests and responses to requests pursuant to this Letter of Understanding shall be provided to the Local forthwith.
- (g) Agreement to alter an Employee's regular hours of work in accordance with this Letter of Understanding shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; or 30: Part-time, Temporary and Casual Employees.
- (h) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of this Letter of Understanding apply.

LETTER OF UNDERSTANDING #6

BETWEEN

ALLEN GRAY CONTINUING CARE CENTRE

- AND -

UNITED NURSES OF ALBERTA, LOCAL #219

RE: LEAVES OF ABSENCE

Leaves of Absence identified in this Letter of Understanding shall be administered in accordance with the *Alberta Employment Standards Code and Regulations* in effect on November 7, 2019 within the term of this Collective Agreement. Upon expiry of the term of this Collective Agreement the Leaves of Absence identified in this Letter of Understanding shall be administered in accordance with the *Alberta Employment Standards Code and Regulations* as per the date being administered.

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

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
1.5% LSPA Rate	\$37.41	\$38.85	\$40.29	\$41.73	\$43.18	\$44.60	\$46.05	\$47.41	\$49.10
October 1, 2021	\$37.23	\$38.66	\$40.09	\$41.52	\$42.97	\$44.38	\$45.82	\$47.18	\$48.85
1.5% LSPA Rate	\$37.79	\$39.24	\$40.69	\$42.14	\$43.61	\$45.05	\$46.51	\$47.89	\$49.59
November 29, 2022	\$37.97	\$39.43	\$40.89	\$42.35	\$43.83	\$45.27	\$46.74	\$48.12	\$49.83
1.5% LSRP Rate	\$38.54	\$40.02	\$41.50	\$42.99	\$44.49	\$45.95	\$47.44	\$48.84	\$50.58
September 1, 2022	\$38.44	\$39.92	\$41.40	\$42.88	\$44.38	\$45.84	\$47.32	\$48.72	\$50.45
1.5% LSRP Rate	\$39.02	\$40.52	\$42.02	\$43.52	\$45.05	\$46.53	\$48.03	\$49.45	\$51.21
April 1, 2023	\$39.21	\$40.72	\$42.23	\$43.74	\$45.27	\$46.76	\$48.27	\$49.69	\$51.46
1.5% LSRP Rate	\$39.79	\$41.33	\$42.86	\$44.40	\$45.95	\$47.46	\$48.99	\$50.44	\$52.23

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
1.5% LSPA Rate	\$34.23	\$35.28	\$36.02	\$36.68	\$37.26	\$38.04	\$39.25	\$40.39	\$41.81
October 1, 2021	\$34.06	\$35.11	\$35.84	\$36.50	\$37.08	\$37.85	\$39.06	\$40.19	\$41.60
1.5% LSPA Rate	\$34.58	\$35.64	\$36.38	\$37.05	\$37.64	\$38.42	\$39.65	\$40.79	\$42.22
November 29, 2022	\$34.74	\$35.81	\$36.56	\$37.23	\$37.82	\$38.61	\$39.84	\$40.99	\$42.43
1.5% LSRP Rate	\$35.26	\$36.35	\$37.11	\$37.79	\$38.39	\$39.19	\$40.44	\$41.60	\$43.07
September 1, 2022	\$35.17	\$36.26	\$37.02	\$37.70	\$38.29	\$39.09	\$40.34	\$41.50	\$42.96
1.5% LSRP Rate	\$35.70	\$36.80	\$37.58	\$38.27	\$38.86	\$39.68	\$40.95	\$42.12	\$43.60
April 1, 2023	\$35.87	\$36.99	\$37.76	\$38.45	\$39.06	\$39.87	\$41.15	\$42.33	\$43.82
1.5% LRSP Rate	\$36.41	\$37.54	\$38.33	\$39.03	\$39.65	\$40.47	\$41.77	\$42.96	\$44.48

Undergraduate Nurse

	Step 1
July 1, 2020	\$27.68
October 1, 2021	\$27.96
November 29, 2022	\$27.96
September 1, 2022	\$28.31
April 1, 2023	\$28.88

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

On Behalf of Allen Gray Continuing
Care Centre

On Behalf of United Nurses of Alberta

Date: _____

Date: _____