

**COLLECTIVE AGREEMENT**

**BETWEEN**

**UNITED NURSES OF ALBERTA**

**AND**

**LEECARING COMMUNITIES FOUNDATION  
(EDMONTON CHINATOWN CARE CENTRE)  
(HOLSOME PLACE)**

**FOR THE PERIOD**

**MARCH 26, 2024 - MARCH 31, 2027**

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**COLLECTIVE AGREEMENT MADE THIS 26TH DAY OF MARCH 2024**

**BETWEEN**

**LeeCaring Communities Foundation (Edmonton Chinatown Care Centre and Holsome Place)  
(hereinafter referred to as the “Employer”)**

**AND**

**The United Nurses Of Alberta  
(hereinafter referred to as the “Union”)**

**PREAMBLE**

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

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for Employees which directly impacts the quality of resident care, the parties shall endeavour to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement;

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

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, 2027, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.

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

**ARTICLE 2: DEFINITIONS**

2.01 “Arbitration” shall take meaning from the section of the *Labour Relations Code* dealing with the resolution of a difference.

- 2.02 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salary Appendix inclusive of educational allowances and the Long Service Pay Adjustment but exclusive of all other allowances and premium payments.
- 2.03 “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 and Regulations*.
- 2.04 “Cycle of the Shift Schedule” means the period of time when the Shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “Cycle of the Shift Schedule” shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.05 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one (1) of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
- (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7: Hours of Work and Scheduling Provisions;
- (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.
- (b) “Casual Employee” is one who:
- (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 28.03(a)(i); or
- (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
- (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
- (c) “Temporary Employee” is one who is hired on a temporary basis for a full- time or part-time position:
- (i) for a specific job of more than three (3) months but less than twelve (12) months; or



- (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.06 “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.
- 2.07 “FTE” means full-time equivalent.
- 2.08 “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*.
- 2.09 “Graduate Psychiatric Nurse” means a person who holds a provisional registration pursuant to the *Health Professions Act and Regulations*.
- 2.10 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.11 “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.
- 2.12 “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.
- 2.12 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.13 “Site” means the building established by the Employer as a distinct designated work location for Employees.
- 2.14 “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.
- 2.15 “Union” shall mean the United Nurses of Alberta.
- 2.16 The singular shall mean the plural and vice versa as applicable.

**ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees at Edmonton Chinatown Care Centre in a bargaining unit covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto 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 The Employer voluntarily recognizes the Union as the exclusive bargaining agent for the Employees at HolSome Place in a bargaining unit covered by this Collective Agreement as agreed to in writing 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.
- 3.03 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.
- 3.04 The Union will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.
- 3.05 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union to be in writing, such requirement is satisfied by the provision of such in an electronic form.

**ARTICLE 4: MANAGEMENT RIGHTS**

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

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

## **ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS**

- 5.01 (a) The Employer shall deduct the monthly membership dues set by the Union from each Employee's Gross Earnings, exclusive of disability benefits. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative, by the fifteenth (15<sup>th</sup>) day of the next month.
- (b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated. The remittance in (a) must be accompanied by a report in accordance with a UNA dues report template format that has been agreed to by both parties.
- 5.02 The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, membership dues structure.
- 5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01(a) above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.
- 5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which resident care is provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 (a) The Employer agrees to provide the Union with a list of new Employees at each site. A representative of the Union shall have the right to make a presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Union 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. Such attendance by the Employee shall be at no loss of regular earnings.
- (b) The Employer shall advise the Union of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Union the number of new Employees expected at the orientation.

- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing. Employees should make such requests with at least two (2) weeks' advance notice, if possible, in order to maximize the ability to accommodate the request.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a fifteen percent (15%) administration fee.

## **ARTICLE 6: NO DISCRIMINATION**

- 6.01 There shall be no discrimination, restriction or coercion exercised or practised by either party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, source of income, political or religious belief, gender, sexual orientation, family status, marital status, physical disability, mental disability, gender identity, gender expression nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.
- 6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

## **ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS**

### **7.01 Regular Hours of Work**

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods are:
- (i) Seven point seven five (7.75) consecutive hours per day; and
  - (ii) Thirty-eight point seven five (38.75) hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall:
- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working Shift of seven point seven five (7.75) hours; or

- (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working Shift of seven point seven five (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 fifteen (15) minutes during each half Shift of not less than four (4) hours; and
  - (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four hours. Employee requests for meal periods of more than thirty (30) minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied. Where possible, such meal periods shall not be scheduled to occur in the first or last hour of the Shift, except by mutual agreement between the Employer and the Employee.
- (c) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.
- (d) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their Shift, or, where that is not possible, be paid as follows:
  - (i) for a rest period, at 2X their Basic Rate of Pay rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid under Article 7.01(c), at 2X their Basic Rate of Pay rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at 2X their Basic Rate of Pay.
- (e) Employee's may work flexible hours by agreement between the Employee and the Employer.
- (f) On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with payment due at the applicable overtime rate. On the proclaimed date when Daylight Saving Time resumes, the one (1) hour reduction in the Shift involved shall be effected with the appropriate deduction in regular earnings.

## 7.02 **Shift Schedules**

- (a) Employees, in the course of their regular duties, may be required to work on various Shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The Shift where the majority of hours worked fall between 2400 and 0800 hours is the first Shift of the working day.
- (b) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions or Article 39: Extended Work Day.
- (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) days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation);
  - (ii) permanent days;
  - (iii) permanent evenings (only by request of Employee);
  - (iv) permanent nights (only by request of Employee);
  - (v) evenings and days rotation;
  - (vi) nights and evenings (only by request of Employee);
  - (vii) nights and days rotation.

An application in response to a position posted with Shift patterns (iii), (iv) or (vi) constitutes an Employee request for the purposes of this section.

The Employer shall endeavour to minimize the assignment of different Shift patterns between designated days of rest, where Employees are working a Shift pattern 7.02(d)(i) or (vi) or (vii) which begins with night Shifts. Where possible, there shall be at least forty-seven point seven five (47.75) hours off duty between a night Shift to day Shift change.

- (e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld. The Employer may require Employees permanently working evenings, nights or both to work blocks of day Shift for the purpose of maintaining proficiency. This is limited to two (2) blocks per year totalling not more than fourteen (14) calendar days.

- (f) Unless otherwise agreed in writing by the Union and the Employer,
- Employees working Shift patterns 7.02(d)(i), (v) and (vii), shall be assigned day duty at least 2/5 of the time during the Shift cycle. For the purpose of applying the foregoing:
- (i) Day duty means Shifts where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.
  - (ii) Employees will be deemed to have been assigned day duty when they are absent on vacation or on a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule.
  - (iii) Scheduled days of rest are not considered as day duty for the purpose of applying this provision.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between Shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) days of rest on two (2) weekends in a five (5) week period 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" shall mean a Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
  - (iv) not more than six (6) consecutive scheduled days of work.
- (h) Violation of any provision of Article 7.02(g) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

### 7.03 **Schedule Posting**

- (a) Shift schedules shall be posted twelve (12) weeks in advance.
- (b) In the event of unusual circumstances, the Employer and the Union may agree in writing on a shorter time period than twelve (12) weeks.

- (c) The Employer shall provide the Union with a copy of each Shift schedule upon request.
- (d)
  - (i) Prior to implementing or posting a new Shift schedule the Employer shall have discussions with the Union regarding the upcoming new schedule.
  - (ii) The Parties shall agree on a reasonable time frame required for line selection (some factors to consider would include historical practice, the number of Employees, number of Employees in the identical FTE, the magnitude of the change, the time of year).
  - (iii) The schedule shall then be posted and line selection within the bargaining unit shall take place during the specified time frame.
  - (iv) At the end of the specified time frame, the twelve (12) week advance notice shall begin.
  - (v) Should an Employee be unable or unwilling to select their line within the specified time frame, such Employee shall forfeit their right to line selection.

#### 7.04 **Schedule Changes**

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



### 7.05 **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;
  - (ii) prior approval of such exchange has been given by the Employees' immediate supervisor;
  - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing; and
  - (iv) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Such exchange shall be recorded on the Shift schedule.
- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
- (d) Shift exchanges shall not be permitted unless the Employees have been provided appropriate orientation.
- (e) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

### 7.06 **Reporting Pay**

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

- (a) the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and their home.
- (b) 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 Employee shall receive payment for Article 7.06(a) and Article 7.06(b) concurrently.

- 7.07 The Employer shall not unreasonably refuse to implement a contractually compliant Shift schedule developed by the Employee(s) and the Union provided the proposed schedule does not result in any additional costs.

## **ARTICLE 8: OVERTIME**

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day or on scheduled days of rest.
- (b) The Employer shall designate an individual for each site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.
- (d) The Employer shall provide overtime forms, which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.
- 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 sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first hour the Employee reports to work.
- 8.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime.
- (b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
- (c) An emergency is a circumstance that calls for immediate action.
- (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.

- (e) The Employer shall inform the Union when mandatory overtime is worked.
- 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 twelve (12) hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight consecutive hours of 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: PROBATIONARY PERIOD AND ORIENTATION**

- 9.01
  - (a) A new Employee shall serve a probationary period of five hundred three point seven five (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.
- 9.02 Subject to Article 9.01, 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.
- 9.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first seven (7) Shifts of resident care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned seven (7) Shifts. Where the Employee will be on rotating Shifts, the first four (4) Shifts shall be day Shifts and the Employee's first two (2) Shifts on evenings and nights shall be under guidance or supervision. The broader orientation to the organization may be provided beyond the aforementioned seven (7) Shifts as determined by the Employer. A request by an Employee for additional orientation shall not be unreasonably denied.
- 9.04 An Employee, absent for six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

**ARTICLE 10: SENIORITY**

- 10.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service within each bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:
- (i) service as a bargaining unit Employee in direct nursing care or community health nursing; and
- (ii) service with any Employer with a bargaining relationship with the United Nurses of Alberta provided that the Collective Agreement with that Employer contains a reciprocal clause provided there was no break in the Employee's service for longer than six (6) months.
- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 10.01(a).
- 10.02 Seniority shall be considered in determining:
- (a) (i) selection of newly created Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions.
- (ii) selection of vacant Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions.
- (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 12: Promotions, Transfers & Vacancies;
- (c) layoff and recall subject to the provisions specified in Article 13: Layoff and Recall; and
- (d) approval of vacation times subject to the provisions specified in Article 15: Vacations with Pay.
- 10.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee resigns;
- (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work; or

- (c) if, subject to the provisions of Article 13: Layoff and Recall, an Employee does not return to work on recall.

#### 10.04 **Seniority Lists**

- (a) The Employer shall provide to the Union on a monthly basis, an Employee Listing in an electronic file in accordance with the UNA Report Template. There shall be one file per bargaining unit, and one row per Employee. Any changes to the Template Report must be mutually agreed.

- (b) *Correction of Seniority Lists*

The Union may question or grieve any inaccuracy within three (3) months of receiving the list.

- (c) Where an Employee claims previous service under Article 10.01(b)(ii), the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

- (d) *Seniority Tie-Breaking*

- (i) Where two (2) or more Employees have the same seniority date the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at least every six (6) months.

- (ii) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.

10.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from a position which is out of scope of this bargaining unit and when employment in the out of scope position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit. This provision shall apply to an Employee who becomes an Employee of United Nurses of Alberta.

10.06 An Employee who has accrued seniority with this Employer or another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 10.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 12: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 25: Recognition of Previous Experience, vacation

entitlement subject to Article 15: Vacations with Pay, sick leave accrual subject to Article 17: Sick Leave, or severance.

## **ARTICLE 11: EVALUATIONS AND PERSONNEL FILE**

- 11.01 (a) The Employer shall strive to provide each Employee a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- (c) An Employee who has not received an evaluation in the last twelve (12) months may request one. Such request shall be granted in a timely manner.
- (d) In the event there is a Letter of Expectation on the Employee's personnel file, the matters addressed therein may be incorporated into the evaluation. After the evaluation is completed, the Letter shall be removed from the personnel file. Should the Letter not be addressed in the evaluation, the Letter is deemed to be removed from the personnel file.
- 11.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.
- (b) Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign their evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 11.03 (a) By appointment made at least two (2) working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view their personnel file on request, on-site and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (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 11.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.

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

## **ARTICLE 12: PROMOTIONS, TRANSFERS & VACANCIES**

- 12.01 (a) The Employer shall post notices of vacancies in the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointment shall be made on a temporary or casual basis only.
- (c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.
- (d) All notices of vacancy shall include:
- (i) a general description of the work;
  - (ii) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern;
  - (iii) the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer; and
  - (iv) for 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.
- 12.02 (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 12.01.

- (b) Where such a vacancy has been filled by the appointment of a Full-time or Parttime Employee, and where, at the completion of the term expressed in Article 12.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 12.07. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 12.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 28.03(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 12.01(a).
  - (ii) For temporary positions, such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 12.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

12.03 Applications pursuant to Article 12.01(a) and Article 12.02 shall be made to the Employer in writing.

12.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.

If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who has been in the scope of the bargaining unit the longest.

If applicants for a vacancy are external to the bargaining unit of the vacancy to be filled, the determining factors shall be skill, knowledge, efficiency, experience and other



relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who is from the other bargaining unit with the greatest seniority.

12.05 The Union and all applicants for the transfer, promotion and/or vacancy shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.

12.06 When an Employee is promoted from one (1) classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which they have been promoted.

12.07 (a) The transferred or promoted Employee will be given a trial period of three hundred twenty-five point five (325.5) hours worked (exclusive of any theoretical component required by the Employer) in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.

(b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.

(c) Should either:

(i) the Employer determine that the Employee fails to succeed during the trial period, or

(ii) the Employee request reinstatement to their former position,

the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. In reinstating an Employee, the Employer will consult with the Employee and the Union over possible suitable placements. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.

(d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 12.01 to 12.05 inclusive.

(e) A reinstatement or placement of an Employee in accordance with Article 12.07(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.

(f) Where the Employee will be on rotating Shifts, the first two (2) Shifts shall be day Shifts, and in addition the Employee's first Shift on evenings or nights shall be under guidance or supervision.

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

12.09 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.

12.10 At time of hire or transfer, or change of hours in accordance with Article 12.14 or change of category in accordance with Article 28.02 or 28.03, 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

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

12.11 In instances where a Regular Employee accepts a regular or temporary managerial position which is outside the scope of the bargaining unit the resultant vacancy shall be posted as a temporary position, not exceeding eighteen (18) months. During this eighteen (18) month period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.

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

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

12.14 Decreasing or Increasing Regular Hours of Work

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

hours of work. 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 disapproval in writing within fourteen (14) days of the request to decrease 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 reduction in regular hours of work shall indicate the period of time that the temporary reduction would apply. The maximum time for such temporary reduction is twelve (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 Article 12.14 equals or exceeds 0.4 FTE, they shall be posted as a vacancy.
  - (iv) If the number of hours vacated as a result of Article 12.14 is less than 0.4 FTE, the additional Shifts may be offered to Regular Part-time Employees in order of seniority or may be posted as a vacancy.
  - (v) A Regular Full-time or Regular Part-time Employee cannot decrease their FTE to less than a 0.4 FTE pursuant to Article 12.14, unless otherwise agreed between the Employer and the Union.
  - (vi) Where the number of Employees making such requests in the fourteen (14) day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend their request.
- (b) Increasing regular hours of work for Regular Part-time Employees:

- (i) (A) If regular FTEs of less than 0.4 or temporary FTEs of less than twelve (12) months and less than 0.4 become available 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 in order of seniority. Subject to Article 12.14(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.
- (ii) If the number of hours available equals or exceeds 0.4 FTE, these shall be posted in accordance with this Article.
- (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 12.14 (b)(i)(B) above.
- (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
- (v) Any unassigned hours following the completion of Article 12.14 (b) above will not remain subject to the provisions of Article 12.14.
- (vi) A Regular Part-time Employee may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.
- (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 12.14.
- (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) No Employee may decrease or increase their regular hours of work pursuant to Article 12.14 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
- (d) Any redistribution of hours as a result of the operation of Article 12.14 shall not be considered a violation of the Letter of Understanding Re: Severance.
- (e) Where any request pursuant to Article 12.14 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.

- (f) Copies of all requests and responses to requests pursuant to Article 12.14 shall be provided to the Union forthwith.
- (g) An Employee whose regular hours of work are altered through the operation of Article 12.14 shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 12.14 shall not be considered a violation of Articles 12: Promotions, Transfers & Vacancies; 13: Layoff and Recall; 28: Part-time, Temporary and Casual Employees.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall in circumstances where a position of greater than 0.4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 12: Promotions, Transfers & Vacancies and 13: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of Article 12.14(b)(iii) apply.

12.15 A request to transfer to Casual Status shall not be unreasonably denied. Article 12.07 shall not apply to Employees who transfer to Casual Status.

## **ARTICLE 13: LAYOFF AND RECALL**

- 13.01 (a) For the purposes of Article 13: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.
- (b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors, including the administrative and operational complexities arising out of the application of this Article in a province-wide bargaining unit. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

### **13.02 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 twenty-eight (28) calendar days prior to the layoff, and shall

forward to the Union a copy of the notice of layoff forthwith, except that the twenty-eight (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, twenty-eight (28) calendar days notice is not required but up to four (4) weeks pay in lieu thereof shall be paid to affected Employees.

### 13.03 **Order of Layoff**

- (a) Subject to the provisions of Article 13.03(b) and 13.04(a)(iii), layoff shall occur within the bargaining unit in reverse order of seniority.
- (b) Notwithstanding the provisions of Article 13.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 13.03(a) would result in retaining Employees who do not have the ability to perform the work.

### 13.04 **Displacement**

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than twenty-four (24) months of seniority:
  - (i) have the right to displace an Employee within the bargaining unit with less seniority in a position for which the Employee has the ability to perform the work;
  - (ii) at the Employee's option, take a position which is vacant within the bargaining unit and for which the Employee has the ability to perform the work; or
  - (iii) at the Employee's option, accept layoff with the right of recall.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within ten (10) consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 16: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 13.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 13.04(a) shall within seventy-two (72) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice

from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one (1) Employee with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:

- (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 13.03 by serving notice pursuant to Article 13.02.
- (c) Where an Employee with less than twenty-four (24) months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:
- (i) assign the Employee to any available position within the bargaining unit which is vacant and for which the Employee has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 13.03 by serving notice pursuant to Article 13.02.
- (d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which they are employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

### 13.05 **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 fourteen (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 fourteen (14) calendar days or less without adversely affecting the Employee's recall status.

- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.
- (d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.
- (e) An Employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the Employee's recall rights except at the site to which the recall was refused.
- (f) Recall rights shall expire upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work.

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

13.07 **Benefits**

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 19.01 on behalf of the laid off Employee for the duration of the layoff to a maximum of three (3) months premium.
- (b) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 19.01.

13.08 **Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 12: Promotions, Transfers & Vacancies, and 39: Extended Work Day.
- (b) Where an Employee works while on layoff in accordance with Article 13.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 13.02(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 13.02 after the Employee has advised the Employer of their readiness to return to work.

- (d) Other than for the continuance of seniority, discipline, grievance and Arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

13.09 (a) Prior to recalling laid-off Employees pursuant to Article 13.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than ten (10) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of posting. Employment competitions posted pursuant to Article 13.10(a) shall be limited to Regular Employees.

- (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 13.05. If unable to temporarily fill the vacancy in accordance with Article 13.05, the Employer may temporarily fill the vacancy in accordance with Article 12.01(b).

- (c) A notice of vacancy shall indicate the position is posted pursuant to Article 13.09.

- (d) Applications pursuant to Article 13.09(a) shall be made to the Employer in writing.

- (e) In making promotions and transfers pursuant to Article 13.09(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 12: Promotions, Transfers and Vacancies.

- (f) Where there is:

- (i) a vacancy resulting from an appointment under 13.09(a), or
- (ii) when there are no suitable applicants for a vacancy posted under Article 13.09(a),

recalls shall be carried out in accordance with Article 13.05.

- (g) The Union and all applicants shall be informed in writing of the name of the successful applicant appointed pursuant to Article 13.09(e) within five (5) working days of the appointment.

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

## **ARTICLE 14: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN CHARGE**

### **14.01 In Charge Pay**

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

- 14.02 Where there is not an out-of-scope management person reasonably available, an Employee shall be assigned responsibility for the administrative operation of a site in addition to being designated in charge of a long term care site. The Employee shall be paid \$3.00 per hour in lieu of the premium outlined in Article 14.01(b).

### **14.03 Temporary Assignment**

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

- (a) Where an Employee is assigned to temporarily replace another Employee who is receiving a Charge Pay as per Article 14.01, such Employee shall receive an amount not greater than the amount provided in Article 14.01.
- (b) 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.

#### 14.04 **Preceptor Pay**

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

### **ARTICLE 15: VACATIONS WITH PAY**

#### 15.01 **Definitions**

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the twelve (12) month period commencing on the 1<sup>st</sup> day of January in each calendar year and concluding on the last day of December of the same calendar year;
- (c) “date of employment” means:
  - (i) in the case of an Employee whose employment commenced between the 1<sup>st</sup> and 15<sup>th</sup> days inclusive of any month, the 1<sup>st</sup> day of that calendar month; or
  - (ii) in the case of an Employee whose employment commenced between the 16<sup>th</sup> and last days inclusive of any month, the 1<sup>st</sup> day of the following calendar month.

#### 15.02 **Vacation Entitlement**

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

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

- (i) during the 1<sup>st</sup> year of such employment, an Employee earns a vacation of fifteen (15) working days;
- (ii) during each of the 2<sup>nd</sup> to 9<sup>th</sup> years of employment, an Employee earns a vacation of twenty (20) working days;
- (iii) during each of the 10<sup>th</sup> to 19<sup>th</sup> years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year;
- (iv) during each of the 20<sup>th</sup> and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of thirty (30) working days per year.

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

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

(b) *Supplementary Vacation*

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

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

- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional five (5) work days vacation with pay.
- (c) Where a voluntarily terminated new Employee commences employment within six (6) months of date of termination of employment with the Employer, such Employee shall accrue vacation entitlement as though their employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

### 15.03 **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 September 1<sup>st</sup> of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees who can be granted vacation at the same time. An Employee shall submit their vacation preference for at least 75% of their annual vacation entitlement by November 15<sup>th</sup> of that year. Where an Employee submits their vacation preference by November 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by December 31<sup>st</sup> of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees shall be the deciding factor.
- (ii) When an Employee submits a request in writing after November 15<sup>th</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.
- (c) Notwithstanding Article 15.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing by November 15<sup>th</sup> and shall not be unreasonably denied. Unused vacation as of the first pay period in December shall be paid out.
- (d) Notwithstanding Article 15.03(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 15.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one unbroken period.
- (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) Notwithstanding Article 15.03(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.
- (g) No Employee shall have their vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a *bona fide* attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has their vacation cancelled by the Employer shall be paid 2X their Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

#### 15.04 **Vacation Pay on Termination**

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:
  - (i) the unused period of vacation entitlement up to December 31 in each calendar year at the Employee's basic rate, together with
  - (ii) 6% in the case of an Employee entitled to fifteen (15) working days vacation per annum; 8% in the case of an Employee entitled to twenty (20) working days vacation per annum; or 10% in the case of an Employee entitled to twenty-five (25) working days vacation per annum; or 12% in the case of an Employee entitled to thirty (30) working days vacation per annum; of the Employee's regular earnings from the 1<sup>st</sup> day of January in each calendar year to the date of termination.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice under "Discipline, Dismissal and Resignation", Article 21.10, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

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

15.05 An Employee who is absent from work due to illness or injury shall accrue vacation pay or entitlements in accordance with Article 15.02 for:

- (a) periods during which the Employee is in receipt of sick leave pursuant to Article 17.03;
- (b) periods during which the Employee is in receipt of Short Term Disability benefits;
- (c) the first six (6) months of any period during which the Employee is in receipt of Long Term Disability benefits; and
- (d) periods during which the Employee is in receipt of Workers' Compensation benefits for the first twenty-four (24) months of such absence.

**ARTICLE 16: NAMED HOLIDAYS**

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

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

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta;
  - (ii) The Government of Canada; and
  - (iii) 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 site is located.
- (b) In addition to the foregoing Named Holidays, Full-time Employees who are employed on or before July 1st in any year shall be granted an additional holiday as a "Floater" holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the

Employee shall receive payment for such day at the Employee's Basic Rate of Pay.

- 16.02 To qualify for a Named Holiday with pay, the Employee must:
- (a) Work their scheduled Shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
  - (b) work on the holiday when scheduled or required to do so.
- 16.03
- (a) Except as specified in Article 16.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1 1/2X the Employee's Basic Rate of Pay plus:
    - (i) an alternate day off at a mutually agreed time;
    - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
    - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
  - (b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay plus:
    - (i) an alternate day off at a mutually agreed time;
    - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
    - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
  - (c) The Employer shall not schedule the alternate day off with pay as provided in Article 16.03(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
  - (d) In addition to an alternate day off, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:



- (i) For all overtime hours worked on a named holiday 2.5 X their Basic Rate of Pay.
  - (ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.
- 16.04 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 16.03 above.
- 16.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 16.03.
- 16.06 (a) An Employee shall be so scheduled as to provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these four (4) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 16.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they will not be obliged to work (i.e., December 24 and 25; or December 25 and 26).
  - (ii) An Employee granted New Year's Day off in accordance with Article 16.06(a) shall be scheduled such that the Employee shall have two consecutive days where they shall not be obliged to work (i.e., December 31 and January 1; or January 1 and 2).
- (c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

## **ARTICLE 17: SICK LEAVE**

- 17.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 17.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one half (1 ½) working days for each full month of employment up to a maximum credit of one-hundred twenty (120) working days.

- 17.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 17.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 17.05
- (a) When an Employee has accrued the maximum sick leave credits of one-hundred twenty (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.
  - (b) An Employee, who at the date of ratification of this Collective Agreement, has accrued more than one-hundred twenty (120) days of sick leave credits shall be entitled to use the additional credits until they fall below the one-hundred twenty (120) days; thereafter, the Employee shall not accrue greater than one-hundred twenty (120) days.
- 17.06 Sick leave shall be granted:
- (a) If an Employee becomes ill during their vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;  
  
or
  - (b) 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 shall be considered as vacation days not taken and may be rescheduled to a later date.
  - (c) Notwithstanding Article 17.06(a), should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.
- 17.07
- (a) An Employee who has been receiving Long-Term Disability Insurance (LTDI) benefits and who is able to return to work and who is:

- (i) Capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability; or
  - (ii) Incapable of performing the duties of their former position, but is capable of performing the duties of the Employee's former classification, shall provide the Employer with twenty-eight (28) days written notice of the Employee's readiness to return to work and the Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.
  - (iii) In reinstating an Employee under (ii), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee.
- (b) An Employee who does not qualify for LTDI benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months' notice of their intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Layoff and Recall provisions of this Collective Agreement.

17.08 Upon request of an Employee, the Employer shall advise an Employee of their accrued sick leave credits.

17.09 Sick leave credits shall not accumulate during periods of illness or injury.

17.10 (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 28.03, the Casual Employee shall not have access to the frozen sick leave bank.

(b) Where a Casual Employee in Article 28.03 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 17: Sick Leave.

- 17.11 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.
- 17.12 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, 12: Promotions, Transfers & Vacancies, Article 39: Extended Work Day.

## **ARTICLE 18: WORKERS' COMPENSATION**

- 18.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net salary provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of 1/10<sup>th</sup> of a day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that 1/10<sup>th</sup> of a day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 17.07(b). Once the Employee is deemed to be on sick leave without pay, the Employer shall administer wage replacement benefits as approved by the Workers' Compensation Board in accordance with the *Workers' Compensation Act* less any required deductions.
- 18.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
  - (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall provide the Employer with twenty-eight (28) days written notice of the Employee's readiness to return to work. The Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability; or
  - (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 Insurance or Long-term Disability Insurance, in accordance with Articles 17: Sick Leave or 19: Employee Benefits.

- (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.

18.03 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, 12: Promotions, Transfers & Vacancies and 39: Extended Work Day.

18.04 In reinstating an Employee under Article 18.02(b), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee.

## **ARTICLE 19: EMPLOYEE BENEFITS**

19.01 The Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:

- (a) Supplementary Benefits Plan, which provides benefits at no less than those in place as of the date of ratification inclusive of:
  - (i) vision care coverage providing for annual eye exams and up to \$600 every two calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and
  - (ii) 80% direct payment provision for all medication prescribed by a qualified practitioner.
- (b) Group Life Insurance (1X basic annual earnings rounded to next highest \$1000);
- (c) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1000);
- (d) Short-Term Disability Insurance which provides for income replacement for a period of up to one-hundred twenty (120) working days during a qualifying disability equal to 66.67% of basic weekly earnings to the established maximum of \$1200 following a fourteen (14) day elimination period where applicable. The Short-Term Disability Insurance shall become effective on the first working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the

Short-Term Disability shall commence on the fifteen (15<sup>th</sup>) day following the commencement of non-hospitalized sickness;

- (e) Long-Term Disability Insurance which provides for income replacement during a qualifying disability equal to 66.67% of basic monthly earnings to the established maximum following a one-hundred twenty (120) working day elimination period; and
  - (f) Dental Plan which provides for the reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services [including implants and appliances (appliances to include mouth guards for therapeutic use)], and 50% of eligible Orthodontic Services (including coverage for adults), in accordance with the current usual and customary fee guide. A maximum annual reimbursement of \$2000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$2000 per insured person.
- 19.02 (a) Where the benefits specified in Article 19.01 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) Except where specific benefits are provided for in this Article, a plan required to be equivalent to the current plan will not be found deficient if any additional benefits provided out weigh any specific alleged deficiency. That is, except for benefits specifically described in Article 19.01, plan benefits are to be assessed on an overall value to Employee basis.
- 19.03 The premium costs shall be shared 75% by the Employer and 25% by the Employee.
- 19.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 19.05 The Employer shall:
- (a) provide one copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
  - (b) advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 19.01(a) and (c).
- 19.06 Such coverage shall be provided to Regular and Temporary Employees except for:

- (a) Part-time Employees, whose regularly scheduled hours of work are fewer than fifteen (15) hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
- (b) Temporary Employees, who are hired to work for a position of less than six (6) months;

which Employees are eligible to participate only in Articles 19.01(a), and Article 19.01(f) above.

## **ARTICLE 20: LEAVES OF ABSENCE**

### **20.01 General Policies Governing Leaves of Absence**

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Article 20.01(c), where an Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 19: Employee Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (f) In reinstating an Employee under Articles 20.04(c) or 20.05(a), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee.

### **20.02 General Leave**

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

absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.

### 20.03 **Bereavement Leave**

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e., spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

### 20.04 **Maternity Leave**

- (a) An Employee who has completed ninety (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 twelve (12) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that the Employee commences 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, STDI or LTDI. For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, STDI or LTDI, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness. Maternity leave shall not exceed sixteen (16) weeks unless mutually agreed otherwise between the Employee and the Employer.
- (c) An Employee on such leave shall provide the Employer with at least two (2) weeks' written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.



- (d) Vacation accrual and time counted towards achieving another increment for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, STDI or LTDI, shall be administered in accordance with the applicable provisions of the Collective Agreement.

#### 20.05 **Parental Leave**

- (a) An Employee who has completed ninety (90) days of employment shall, upon written request, be granted parental leave without pay and benefits for up to sixty-two (62) weeks. 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 parental leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence paternity leave with one (1) days' notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.

#### 20.06 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) months of such period of leave.
- (b) An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted up to five (5) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.
- (c) The Employer shall issue and make available to the Union a statement of policy in respect to leaves of absence and any other assistance which it may make available to Employees who desire to seek leave for educational purposes.

## 20.07 **Court Appearance**

- (a) In the event an Employee is required to appear before a court of law for jury selection, 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.

## 20.08 **Personal Leave**

- (a) Each Employee shall be entitled to three (3) personal leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. Requests for personal leave shall not be unreasonably denied.
- (b) If employment commences on or after August 1<sup>st</sup> of the year, Personal Leave days will be prorated for the remainder of the year as follows:
  - (i) August 1<sup>st</sup> – November 30<sup>th</sup>: two (2) personal leave days
  - (ii) December 1<sup>st</sup> – March 31<sup>st</sup>: one (1) personal leave day.

## 20.09 **Compassionate Care / Critical Illness Leave**

An Employee who has completed ninety (90) days of employment, shall be entitled to compassionate care leave and critical illness leave as defined in the *Employment*

*Standards Code.* The leave of absence shall be without pay but with benefits at the normal cost sharing.

Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave and critical illness leave when circumstances make it reasonable to do so.

#### 20.10 **Military Leave**

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

#### 20.09 **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.

### **ARTICLE 21: DISCIPLINE, DISMISSAL AND RESIGNATION**

21.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

21.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

21.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union

forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.

- 21.04 (a) An Employee who has been subject to disciplinary action may, after one year of continuous service, exclusive of absences of thirty (30) consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- (b) Once a disciplinary record is eligible for removal as per Article 21.04(a), the Employer shall not rely on, nor refer to such discipline in responding to new misconduct or performance issues.
- 21.05 The procedures stated in Articles 21.01, 21.02 and 21.03 do not prevent immediate suspension or dismissal for just cause.
- 21.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action. Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known; unless the Employer believes that there is a significant safety risk to resident(s), public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.
- 21.07 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 21.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 21.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.

- 21.10 Twenty-eight (28) calendar days notice in writing, shall be given by an Employee who resigns.
- 21.11 For the purposes of Articles 21.01, 21.02, 21.03, and 21.06, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 16: Named Holidays.

## **ARTICLE 22: NO STRIKE OR LOCKOUT**

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

## **ARTICLE 23: SALARIES**

- 23.01 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.
- 23.02 (a) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:
- (i) A newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing the registration examinations or the Employee's most recent date of employment, whichever is later; and
  - (ii) in all other cases, a nurse who is not registered on the date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.
- (b) Upon becoming registered by the College of Registered Nurses of Alberta (CRNA), a Provisional Permit Holder:
- (i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Committee (NEPAC), or one who has satisfied CRNA that the Employee has completed a training program substantially equivalent to a NEPAC-approved nursing education program, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; 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, for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the provisional permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

23.03 All Employees shall participate in direct deposit. The deposit shall be made to the financial institution of the Employee’s choice no later than 0800 hours on the designated pay day.

23.04 The Employer shall issue such cheques or slips in a manner which holds private information on such documents.

23.05 (a) The Employee’s payroll cheque stub shall display the purpose and amount of each item of income. The Employee’s payroll cheque stub shall display the purpose and amount of each deduction.

(b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. Where an Employee submits a request, the Employer will provide the requested information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer’s accounting system.

**ARTICLE 24: EDUCATIONAL ALLOWANCES**

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

<b>Course/Certificate</b>	<b>Hourly Allowance</b>
CNA Gerontology Certificate	70¢
Baccalaureate Degree	\$1.25
Master’s Degree	\$1.50
Doctorate	\$1.75

**ARTICLE 25: RECOGNITION OF PREVIOUS EXPERIENCE**

- 25.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- 25.02 Additional time worked and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.
- 25.03 Subject to Article 25.01, an Employee's starting salary shall be adjusted effective the date the Employee submits proof to the Employer of previous experience, retroactive to twelve (12) months or the Employee's date of hire, whichever is later. Where the Employee demonstrates to the Employer exceptional circumstances exist that prevented the provision of proof within twelve (12) months, the Employer may agree to additional retroactivity.

**ARTICLE 26: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM****26.01 Shift Differential**

- (a) A Shift differential of two dollars seventy-five cents (\$2.75) per hour shall be paid:
- (i) To Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or
  - (ii) To Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one hour is worked between 1500 hours and 2300 hours.
  - (iii) To Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.
  - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.
- (b) A Shift differential of five dollars (\$5.00) per hour shall be paid:
- (i) To Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
  - (ii) To Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one hour is worked between 2300 hours and 0700 hours.

(iii) To Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.

(c) No Employee shall receive payment under Articles 26.01(a) and 26.01(b) concurrently.

## 26.02 **Weekend Premium**

A weekend premium of three dollars twenty-five cents (\$3.25) per hour shall be paid:

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

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

## **ARTICLE 27: PENSION PLAN**

27.01 The Employer shall provide a pension plan in the form of a Registered Retirement Savings Plan (RRSP).

27.02 A Regular Employee shall have the right to contribute up to three percent (3%) of their regular earnings into the RRSP until the Employee is no longer eligible to contribute due to their age. The Employer shall match the Employee's contributions into the RRSP to a maximum of three percent (3%).

Effective the start of the first pay period after ratification:

A Regular Employee shall have the right to contribute up a percentage of their regular earnings into the RRSP until the Employee is no longer eligible to contribute due to their age. The Employer shall match the Employee's contributions into the RRSP to a maximum of four percent (4%).

Effective the start of the first pay period after April 1, 2025:



A Regular Employee shall have the right to contribute up a percentage of their regular earnings into the RRSP until the Employee is no longer eligible to contribute due to their age. The Employer shall match the Employee's contributions into the RRSP to a maximum of five percent (5%).

Effective the start of the first pay period after April 1, 2026:

A Regular Employee shall have the right to contribute up a percentage of their regular earnings into the RRSP until the Employee is no longer eligible to contribute due to their age. The Employer shall match the Employee's contributions into the RRSP to a maximum of six percent (6%).

Effective the start of the first pay period after March 31, 2027:

A Regular Employee shall have the right to contribute up a percentage of their regular earnings into the RRSP until the Employee is no longer eligible to contribute due to their age. The Employer shall match the Employee's contributions into the RRSP to a maximum of seven percent (7%).

- 27.03 An Employee who is no longer eligible to contribute due to their age shall receive an additional three percent (3%) of their regular earnings.

## **ARTICLE 28: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

### **28.01 Part-Time Employees**

Except as modified in Article 28.01, all provisions of this Collective Agreement shall apply to Part-time Employees.

#### **(a) Hours of Work**

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event, shall be less than thirty-eight point seven five (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 28.01(a).
  - (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, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to seven point seven five (7.75) hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of seven point seven five (7.75) hours in a day.
  - (v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's 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(g) to read:

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

- (i) at least fifteen point five (15.5) hours off duty between Shifts;
- (ii) an average of at least two (2) consecutive days per week, and a total of eight (8) 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 half (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" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day

preceding the designated days of rest when designated days of rest fall on a weekend. 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 12.10.

- (v) Where possible, one (1) weekend in four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty.

(c) Increment Accrual

- (i) Part-time Employees shall be entitled to an increment on the completion of two thousand twenty-two point seven five (2022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred twenty-nine (1829) regular hours actually worked to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 28.01(c)(i).
- (iii) For Part-time Employees, educational leave up to twenty-four (24) months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 28.01(c)(i).

(d) Vacation with Pay

- (i) Amend Article 15.02 to read:

15.02 (a) The following hours will be recognized for the purposes of determining vacation pay or entitlement:

- (i) hours paid at the Basic Rate of Pay, inclusive of periods of sick leave with pay;
- (ii) hours worked and paid in accordance with Article 7.04;

- (iii) hours worked on a Named Holiday to a maximum of seven point seven five (7.75) hours;
- (iv) regularly scheduled hours during periods where the Employee is in receipt of Short Term Disability Insurance benefits;
- (v) regularly scheduled hours during the first six (6) months of any period where the Employee is receiving Long Term Disability Insurance benefits; and
- (vi) regularly scheduled hours during the first twenty-four (24) months of any period where the Employee is in receipt of Workers' Compensation benefits.

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

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

Hours specified in Article 28.01(d) (i): (15.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (a) 6% during the 1<sup>st</sup> employment year;
- (b) 8% during each of the 2<sup>nd</sup> to 9<sup>th</sup> employment years;
- (c) 10% during each of the 10<sup>th</sup> to 19<sup>th</sup> employment years;
- (d) 12% during each of the 20<sup>th</sup> and subsequent employment years.

(c) Supplementary Vacation

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

employment anniversary date but prior to the next supplementary vacation employment anniversary date.

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

Hours specified in	The applicable	Number of hours of
Article 28.01(d)	X % outlined	= paid vacation time to be
(i): (15.02(a))	below	taken in the next
		following vacation year

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional 2%.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional 2%.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional 2%.
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional 2%.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional 2%.
- (d) Employee with Less than a Year of Service

An Employee who has less than one (1) year of service prior to the 1<sup>st</sup> day of January 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 twelve (12) months.

- (e) 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 their 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 15.04(a) to read:

15.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 28.01(d) will be paid in compliance with Article 15.04(c).

(e) Named Holidays

Amend Article 16 to read:

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

16.02(a) 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 seven point seven five (7.75) hours.

(b) Notwithstanding Article 16.02(a), a Part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours.

16.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three 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.

(b) (i) An Employee granted Christmas Day off in accordance with Article 16.03(a) above, shall be scheduled such that the Employee shall have two 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 16.03(a) above, shall be scheduled such that the Employee shall have two consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

(c) Where a Part-time Employee is not scheduled to work on what would otherwise be a regular work day directly as a result of a Named

Holiday, those hours may, at the request of the Employee, be rescheduled in the Cycle of the Shift Schedule.

(f) Sick Leave

Amend Article 17.02 to read:

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

(b) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional Shifts worked, to a maximum of full-time hours.

Sick leave shall only be paid for regularly scheduled Shifts missed due to illness or injury.

28.02 **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 13: Layoff and Recall or Article 27: Pension Plan.

(b) Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 12.10 shall also specify the expected term of the temporary position.

(c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 12.02, if so eligible, or termination of employment pursuant to Article 28.02(b).

28.03 **Casual Employees**

Except as modified in this Article, all provisions of this 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 10: Seniority
- Article 13: Layoff and Recall
- Article 15: Vacations with Pay
- Article 16: Named Holidays
- Article 17: Sick Leave, except Article 17.10(b)

- Article 18: Workers' Compensation
- Article 19: Employee Benefits
- Article 20: Leaves of Absence
- Article 27: Pension Plan

(a) Hours of Work

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
- (ii) Where a Casual Employee is transferred to a position pursuant to Article 12.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.05(b)(ii) and (iii) the scheduling provisions of Article 7: 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.
- (C) No Employee shall receive payment for Article 28.03(a)(iv)(A) and Article 28.03(a)(iv)(B) concurrently.
- (v) A Casual Employee shall be entitled to overtime worked in excess of one hundred forty-seven point two five (147.25) hours averaged over a four (4) week period.

(b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of two thousand twenty-two point seven five (2022.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred twenty-nine (1829) regular hours actually worked to the maximum increment granted Full-time Employees.

(c) Vacation

Amend Article 15 to read:



- 15.02 (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 1<sup>st</sup> employment year;
  - (ii) 8% of their regular earnings during the 2<sup>nd</sup> to 9<sup>th</sup> employment years;
  - (iii) 10% of their regular earnings during the 10<sup>th</sup> to 19<sup>th</sup> employment years;
  - (iv) 12% of their regular earnings during the 20<sup>th</sup> to 24<sup>th</sup> employment years;
  - (v) 12.4% of their regular earnings during the 25<sup>th</sup> and subsequent employment years; in lieu of vacations with pay;
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(d) Named Holidays

Amend Article 16 to read:

- 16.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to five percent (5.0%) of their regular earnings in lieu of Named Holidays.
- 16.02 (a) 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 seven point seven five (7.75) hours.
- (b) Notwithstanding Article 16.02(a), a Casual Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours.
- 16.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least (3) three of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) 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 16.03(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 16.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e., December 31 and January 1; or January 1 and 2).
- (e) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
- (f) In the event an Employee is required to serve as a witness in matters arising out of their employment, the Employee shall be granted leave of absence at their regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

## **ARTICLE 29: COPIES OF COLLECTIVE AGREEMENT**

- 29.01 Following the signing of the Collective Agreement, each Employee shall be provided with access to the Collective Agreement by the Employer.
- 29.02 The Employer shall provide each new Employee with access to the Collective Agreement upon hiring.

## **ARTICLE 30: GRIEVANCE PROCEDURE**

### **30.01 Purpose**

The parties agree to the following dispute resolution process in order to resolve any difference related to the application, interpretation or operation of this Collective Agreement in an effort to maintain and enhance the provision of quality health care services.

The parties agree that the purpose of the Dispute Resolution Process is to:

- (a) encourage open, face-to-face dialogue between the people affected by a dispute;
- (b) achieve timely and equitable resolutions to identified issues as close to the source as possible;
- (c) contribute to and support a positive, harmonious work environment and Employee and manager job satisfaction;
- (d) recognize and respect the roles, interests and accountabilities of all involved;

- (e) minimize the time and costs involved in resolving disputes; and
- (f) achieve solutions that are consistent with the terms of this Collective Agreement.

### 30.02 **Communication**

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article shall be sufficient if sent by registered mail or delivered to the President or Secretary of the Union except where an alternate person is specified in advance by the Union in writing.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Chief Executive Officer or their designate.

### 30.03 **Definition of Time Periods**

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 16: Named Holidays.
- (b) Time limits may be extended by mutual agreement in writing. All time limits in this Article are directory, and intended to enable timely resolution of disputes.

### 30.04 **Meetings**

- (a) An Employee shall have the right to be accompanied by a Union representative at any meeting described in this Article.
- (b) For purposes of this Article, meetings can be held face-to-face, via telephone or videoconference. Efforts to meet in-person will be made by both parties to the greatest extent possible.
- (c) Meetings at any stage of the dispute resolution process may be held during the normal working day with no loss of pay for a participating Employee. Travel compensation shall also be provided.

### 30.05 **Disputes Affecting More Than One Employee**

If a dispute directly affects two or more Employees, it may be initiated under Article 30.08.

**30.06 Disputes Relating to Written Warning, Suspension or Termination**

If a dispute relates to a written warning, suspension or dismissal, it may be initiated under Article 30.08.

**30.07 Initial Problem-Solving Stage**

- (a) Employees and managers, with or without representation, shall first attempt to resolve any dispute through discussion with the person(s) with whom there is a dispute.
- (b) The parties agree to share information relevant to the dispute with one another on a without prejudice basis.
- (c) The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of potential options to resolve the dispute and mutually acceptable solutions. All discussions at this stage are on a without prejudice and without precedent basis.
- (d) If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to the formal dispute resolution stage.

**30.08 Formal Dispute Resolution – Grievance Filing**

- (a) The grievance shall specify the details of the dispute, the Articles of the Collective Agreement affected and the desired resolution.
- (b) A grievance shall be initiated within ten (10) days of the date the Employee, the Employer, or the Union first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance.
- (c) The parties shall meet for the purpose of resolving the grievance within twenty (20) days from the date the grievance was submitted. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two (2) working days of the meeting. The Employer or the Union shall communicate its decision, in writing within seven (7) days of the meeting.
- (d) (i) If a resolution is achieved at or following the Article 30.08(c) resolution meeting, the agreement shall be confirmed in writing by the parties.
- (ii) If a resolution is not achieved at or following the Article 30.08(c) resolution meeting, the grievance may be advanced to Arbitration within seven days of the receipt of the decision.

### 30.09 **Mediation**

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

## **ARTICLE 31: ARBITRATION**

- 31.01 (a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing.
- (b) Within ten days (10) after receipt of notification provided for in Article 31.01(a) above, the parties shall attempt to agree upon an arbitrator hereinafter listed for the dispute.
- (c) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, the parties shall, within ten (10) days after receipt of notification provided for in Article 31.01(b) above, request the Director of Mediation Services to appoint an arbitrator.
- (d) Where one (1) of the parties determines that they need to have the issue heard by an Arbitration board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration board prior to the selection of the arbitrator.

- (e) After the arbitrator has been selected the arbitrator shall meet with the parties within six (6) months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within sixty (60) days after the completion of the hearing.
- (f) The decision of the arbitrator shall be final and binding on the parties.
- (g) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.
- (h) Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.
- (i) The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (j) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

## **ARTICLE 32: OCCUPATIONAL HEALTH AND SAFETY**

- 32.01 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.
- 32.02
  - (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet quarterly, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied.
  - (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 Executive Director. A resolution meeting between the Union and the Executive Director, or their designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the Executive Director. The Executive Director or designate(s) shall reply in writing to the Union within seven calendar days of the resolution meeting.
- (ii) Should the issue remain unresolved following the Executive Director's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.
- (g) The parties will provide available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).

32.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.

32.04 (a) No Employee shall be assigned to work alone.

(b) The Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee.

32.05 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.

32.06 (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, 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.

32.07 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.

32.08 Prior to introducing a regularly scheduled Shift that begins or ends between the hours of 2400 and 0600 hours, the Employer will consult with the Union.

### **ARTICLE 33: PROFESSIONAL DEVELOPMENT**

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

33.02 **In-Services**

- (a) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
  - (i) Cardio-Pulmonary Resuscitation;
  - (ii) Anaphylaxis;



- (iii) Fire (hands on experience with equipment except where not required by the Employer's established written fire procedures);
  - (iv) Evacuation and disaster procedures; and
  - (v) Proper lifting and prevention of back injuries.
- (b) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (c) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than twenty-three (23) hours per year. The twenty-three (23) hours shall be in addition to any hours necessary for the compulsory in- service as provided for in Article 33.02(a) and shall include a yearly in-service for the purpose of explaining the pension plan to Employees, as well as an in- service on prevention and management of staff abuse.

### 33.03 **Professional Development Days**

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

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

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

### 33.05 **Travel**

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

- 33.06 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) two hundred fifty dollars (\$250) for their dues if they have accumulated six hundred eight-four point six (684.6) or more regular hours actually worked in the previous fiscal year.
- (b) Regular hours actually worked in clause (a) includes:
- (i) Leaves of absence for Union business;

- (ii) Other leaves of absence of one (1) month or less;
  - (iii) Time on sick leave with pay;
  - (iv) Absences while receiving Worker's Compensation; and
  - (v) Educational leave up to 24 months.
- (c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:
- (i) The College of Registered Nurses of Alberta (CRNA),
  - (ii) The College of Registered Psychiatric Nurses of Alberta (CRPNA); or
  - (iii) Any alternative Professional College acceptable to the Employer.

#### **ARTICLE 34: PROFESSIONAL RESPONSIBILITY /LABOUR MANAGEMENT COMMITTEE**

- 34.01
- (a) A Professional Responsibility / Labour Management Committee shall be established with Employee Representatives and Representatives of the Employer. The Committee shall meet quarterly and within ten (10) days of receiving a written description of the issue regarding resident care.
  - (b) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to resident care including staffing issues.
  - (c) The parties shall alternate chairing and taking minutes of the meeting. Agendas for each meeting will be circulated prior to each meeting. 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) Should an issue not be resolved by the Committee, the issue shall be referred to the Executive Director. A resolution meeting between the Union and the Executive Director, or their designate(s), shall take place within twenty-one (21) calendar days of the issue being referred to the Executive Director. The Executive Director or designate(s) shall reply in writing to the Union within seven (7) calendar days of the resolution meeting.
  - (e) Should the issue remain unresolved following the Executive Director's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in

writing to the Union within fourteen (14) calendar days of the presentation by the Union.

- (f) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than thirty (30) days from the original discussion of the particular issue(s).
- (g) Where the parties succeed in reaching a resolution of the issue(s), the agreement shall be confirmed in writing by the parties. If either party fails to implement or adhere to said resolution, the failure to adhere or implement shall be subject to the provisions of Article 30: Grievance Procedure and Article 31: Arbitration.

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

## **ARTICLE 35: TECHNOLOGICAL CHANGE**

35.01 Should the Employer introduce technological change by altering methods or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.

## **ARTICLE 36: JOB DESCRIPTION AND CLASSIFICATION**

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

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

## **ARTICLE 37: COMMITTEE PARTICIPATION**

37.01 Except as otherwise provided in this Collective Agreement, an Employee (or the Employee's alternate) who is a member and attends meetings of a committee established by the Employer, shall be paid at the Employee's applicable rate of pay for attendance at such meetings. Employees on leave shall receive their Basic Rate of Pay.

## **ARTICLE 38: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

38.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations.

## **ARTICLE 39: EXTENDED WORK DAY**

39.01 (a) Where the Employer and the Union agree to implement a system employing extended working days and a resultant compressed work week, they shall evidence such agreement by signing a document indicating applicable positions.

(b) Agreements referred to in Article 39.01 (a) may be terminated by either party by providing to the other party twelve (12) weeks' notice in writing of such intent.

(c) Where an extended work day system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle of an Employee shall not be deemed to be a violation of Article 28.01(a). Where such change occurs, the Employer shall issue a new statement to the affected Employee within ten (10) days of the change.

(d) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.

39.02 The extended work day scheduling system available may be applied upon mutual agreement pursuant to Article 39.01(a). Where the extended work day option is applied, the relevant provisions of Article 7: Hours of Work and Scheduling Provisions, and 28: Part-time, Temporary and Casual Employees shall be amended as follows:

(A) Amend Article 7.01(a) to read:

7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall:

- (i) be a consecutive time period of eleven point two five (11.25) hours per day;
- (ii) be thirty-nine point three eight (39.38) hours per week averaged over one (1) complete Cycle of the Shift Schedule; and

- (iii) not exceed twelve point two five (12.25) maximum in house hours per day, as determined by the start and finish times of the Shift, except where overtime is necessitated.

(B) Amend Article 7.01(b) to read:

7.01 (b) Regular hours of work shall be deemed to:

- (i) include as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working Shift; and
- (ii) exclude, as scheduled by the Employer, two (2) meal periods of thirty (30) minutes each. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer, except that such meal period shall not be scheduled to occur in the first or last hour of the Shift except by mutual agreement between the Employer and the Employee.

(C) Amend Article 7.02 (g) and (h) to read:

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

- (i) at least twenty-two point five (22.5) hours off duty on a Shift changeover between extended Shifts;
- (ii) at least two (2) consecutive days of rest per week;
- (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-nine (59) hours. Where possible, Employees shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend; and
- (iv) not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.
- (v) Where possible, one (1) weekend in each four (4) week period shall be an extended weekend. "Extended Weekend" shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty.

- (h) Violation of any provision of Article 39.02 (C) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.
- (D) Amend Article 8.01(a) to read:
  - 8.01 (a) Overtime is all time authorized by the Employer and worked by the Employee in excess of the regular daily hours specified in Article 39.02, or on scheduled days of rest.
- (E) Amend Article 15.02 to read:

#### 15.02 Vacation Entitlement

During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following year. The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:

- (i) During the 1st year of such employment, an Employee earns a vacation of one hundred sixteen point two five (116.25) working hours per year (6%);
  - (ii) During each of the 2nd to 9th years of employment, an Employee earns vacation of one hundred fifty-five (155) working hours per year (8%);
  - (iii) During each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of one hundred ninety-three point seven five (193.75) working hours per year (10%);
  - (iv) During each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of two hundred thirty-two point five (232.5) working hours per year (12%).
- (a) *Employee with Less than a Year of Service*

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

(b) *Supplementary Vacation*

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

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional thirty-nine point three eight (39.38) hours.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional thirty-nine point three eight (39.38) hours.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional thirty-nine point three eight (39.38) hours.
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional thirty-nine point three eight (39.38) hours.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional thirty-nine point three eight (39.38) hours.

(F) Amend Article 15.04(a) to read:

15.04 (a) *Vacation Pay on Termination*

If employment is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:

- (i) the unused period of vacation entitlement up to December 31 in each calendar year at the Employee's basic rate, together with
- (ii) 6% in the case of an Employee entitled to one hundred sixteen point two five (116.25) working hours vacation per annum, or 8% in the case of an Employee, entitled to one hundred fifty five (155) working hours vacation per annum, or 10% in the case of an Employee entitled to one hundred ninety-three point seven five (193.75) working hours vacation per annum, or 12% in the case of an Employee entitled to two hundred thirty-two point five (232.5) working hours vacation per annum, of the Employee's regular

earnings from the 1st day of January in each calendar year to date of termination.

(G) Amend Article 16.01 by adding (c) to read:

16.01 (c) It is agreed that a Full-time Employee covered by this Article shall be entitled to thirteen (13) Named Holidays, including the floater holiday, and shall be paid for same at the Employee's Basic Rate of Pay for seven point seven five (7.75) hours to a maximum of one hundred point seven five (100.75) hours per annum.

(H) Amend Article 16.03 by adding (d) to read:

16.03 (d) pay for the day referred to in (a), (b) and (c) shall be for seven point seven five (7.75) hours.

(I) Amend Article 17.02 to read:

17.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point six two five (11.625) hours for each full month of employment to a maximum credit of nine hundred thirty (930) hours.

(J) Amend Article 17.03 to read:

17.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credit to the total number of the Employee's accumulated credit at the time sick leave commenced.

(K) Amend Article 17.05 to read:

17.05 (a) When an Employee has accrued the maximum sick leave credit of nine hundred thirty (930) hours, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.

(b) An Employee, who at the date of ratification of this Collective Agreement, has accrued more than nine hundred thirty (930) hours of sick leave credits shall be entitled to use the additional credits until they fall below the nine hundred thirty (930) hours thereafter, the Employee shall not accrue greater than nine hundred thirty (930) hours.



(L) Amend Article 28.01(a): 7.01(a)(i) 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 shall be less than thirty-nine point three eight (39.38) hours per week averaged over one complete Cycle of the Shift Schedule.

(M) Amend Article 28.01(a): 7.01(a)(v) and (vi) to read:

28.01(a)7.01(a)(v) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as their scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid their Basic Rate of Pay for such hours or, if applicable, 2X the applicable basic hourly rate for those hours worked in excess of the regular daily hours specified in Article 39.02.

- (vi) Where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on the Employee's scheduled days of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.

(N) Amend Article 28.01(e) to read:

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

16.02 (a) A Part-time Employee who works on a Named Holiday shall be paid for hours worked on the Named Holiday up to the regular daily hours specified in Article 39.02 at 1 1/2X the Employee's Basic Rate of Pay.

- (b) Notwithstanding Article 16.02(a), a Part-time Employee who works on the August Civic Holiday or Christmas Day shall be paid for hours worked on such Named Holiday up to the regular daily hours specified in Article 39.02 at 2X the Employee's Basic Rate of Pay.

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

- (b) (i) An Employee granted Christmas Day off in accordance with Article 16.03(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 16.03(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).
- (O) Amend Article 28.01(f) to read:
- (a) Part-time Employees shall accumulate sick leave benefits on the basis of eleven point six two five (11.625) hours per month pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for Full-time Employees.
  - (b) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional Shifts worked, to a maximum of full-time hours. Sick leave shall only be paid for regularly scheduled Shifts missed due to illness or injury.
- (P) Amend Article 28.03(d) to read:

16.01 A Casual Employee shall be paid in addition to their Basic Rate of Pay a sum equal to 5.0% of the Employee's regular earnings in lieu of Named Holidays.

16.02 (a) A Casual Employee who works an extended work day Shift on a Named Holiday shall be paid at 1 1/2X the applicable hourly rate for the first seven point seven five (7.75) hours, except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 1 1/2X for work performed on the Named Holiday up to the regular daily hours specified in Article 39.02.

(b) Notwithstanding Article 16.02(a), a Casual Employee who works an extended work day Shift on the August Civic Holiday or Christmas Day shall be paid at 2X the applicable hourly rate for the first seven point seven five (7.75) hours, except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent; in which case the Employee shall be paid 2X for work performed on such Named Holiday up to the regular daily hours specified in Article 39.02.

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

- (b) (i) An Employee granted Christmas Day off in accordance with Article 16.03(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 16.03(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).

39.03 A Casual or Part-time Employee who works an extended work day Shift shall be paid at the overtime rate for time worked in excess of seven point seven five (7.75) hours per day except where the Employee replaces another Employee who is normally scheduled on the extended work day Shift and who is absent for any reason; in which case, 2X the applicable basic hourly rate shall be paid for those hours worked in excess of the regular daily hours specified in Article 39.02.

**LETTER OF UNDERSTANDING #1  
BETWEEN**

**UNITED NURSES OF ALBERTA**

**AND**

**LEECARING COMMUNITIES FOUNDATION  
(EDMONTON CHINATOWN CARE CENTRE)  
(HOLSOME PLACE)**

**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 3 of this Letter of Understanding:
  - (a) A Regular Full-time Employee 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 forty (40) weeks pay.
  - (b) A Regular Part-time Employee 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 one thousand twenty-nine (1829) hours worked at the Basic Rate of Pay to a maximum of forty (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 13: 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 13: 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 their 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 fourteen (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 13: Layoff and Recall of this Collective Agreement.
7. 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 #2**

**BETWEEN**

**UNITED NURSES OF ALBERTA**

**AND**

**LEECARING COMMUNITIES FOUNDATION  
(EDMONTON CHINATOWN CARE CENTRE)  
(HOLSOME PLACE)**

**RE: RETENTION EXPERINEDCED EMPLOYEES**

1.

- (a) In addition to the rates of pay specified in the Salary Appendix, Employees with twenty (20) or more calendar years of nursing service shall receive a 2% Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.
- (b) Calendar years of nursing service to determine eligibility for the LSPA will be based upon the calendar years registered with any nursing licensing body.
- (c) Within ninety (90) days of:
  - (i) date of employment; or
  - (ii) achieving twenty (20) calendar years of nursing service;

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

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**UNITED NURSES OF ALBERTA**

**AND**

**LEECARING COMMUNITIES FOUNDATION  
(EDMONTON CHINATOWN CARE CENTRE)  
(HOLSOME PLACE)**

**RE: FACILITATION OF RETIREE ENROLLMENT INTO THE ALBERTA RETIRED  
TEACHERS' ASSOCIATION BENEFIT PLAN**

Employees represented by the United Nurses of Alberta are able to enroll in the Alberta Retired Teachers' Association (ARTA) Benefit Plan for post-employment Supplemental Health Care and Dental coverage provided that all retired and retiring Employees must become ARTA members. The premiums for retiree Supplemental Health Care and Dental coverage shall be paid 100% by the retired Employee.

The Employer agrees to provide retiring Employees with the information to facilitate their enrollment on the ARTA Benefit Plan.

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**UNITED NURSES OF ALBERTA**

**AND**

**LEECARING COMMUNITIES FOUNDATION  
(EDMONTON CHINATOWN CARE CENTRE)  
(HOLSOME PLACE)**

**RE: EQUITY COMPENSATION**

The parties agree that if Alberta Health Services concludes Collective Agreement(s) with UNA that contain wage rates, in charge pay, or Shift differentials and weekend premiums that exceed the corresponding wage rates, in charge pay, Shift differentials and weekend premiums specified in this Collective Agreement, such increased wage rates, in charge pay, Shift differentials and weekend premiums shall be paid to the appropriate classifications covered by this Collective Agreement. Any increases in wage rates, in charge pay, Shift differentials and weekend premiums shall be effective on the dates specified in the Alberta Health Services Collective Agreement(s) with UNA, provided the effective dates are within the term of this Collective Agreement, from April 1, 2024, to March 31, 2027.

This agreement will include any lump sum payments in the Alberta Health Services Collective Agreement(s) with UNA. Any lump sum payments shall be paid effective the date that they become effective in the Alberta Health Services Collective Agreement(s) or the date of ratification of this Collective Agreement, whichever is later.



**SALARY APPENDIX****Registered Nurse****Registered Psychiatric Nurse**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>
April 1, 2023	\$39.21	\$40.72	\$42.23	\$43.74	\$45.27	\$46.76	\$48.27	\$49.69	\$51.46
2% LSPA	\$39.99	\$41.53	\$43.07	\$44.61	\$46.18	\$47.70	\$49.24	\$50.68	\$52.49

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

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>
April 1, 2023	\$35.87	\$36.99	\$37.76	\$38.45	\$39.06	\$39.87	\$41.15	\$42.33	\$43.82
2% LSPA	\$36.59	\$37.73	\$38.52	\$39.22	\$39.84	\$40.67	\$41.97	\$43.18	\$44.70

**Undergraduate Nurse**

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:

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On Behalf of  
LeeCaring Communities Foundation

\_\_\_\_\_  
On Behalf of United Nurses of Alberta

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

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