

COLLECTIVE AGREEMENT

BETWEEN

BOW-CREST CARE CENTRE AXR OPERATING (NATIONAL) LP OPERATING AS BOW-CREST CARE CENTRE

JASPER PLACE AXR OPERATING (NATIONAL) LP OPERATING AS JASPER PLACE

MCKENZIE TOWNE CONTINUING CARE AXR OPERATING (NATIONAL) LP OPERATING AS MCKENZIE TOWNE CONTINUING CARE

MILLER CROSSING CARE CENTRE AXR OPERATING (NATIONAL) LP OPERATING AS MILLER CROSSING CARE CENTRE

MOUNT ROYAL CARE CENTRE AXR OPERATING (NATIONAL) LP OPERATING AS MOUNT ROYAL CARE CENTRE

RIVERVIEW AXR OPERATING (NATIONAL) LP OPERATING AS RIVERVIEW

SOUTH TERRACE AXR OPERATING (NATIONAL) LP OPERATING AS SOUTH TERRACE

AND

**UNITED NURSES OF ALBERTA
LOCALS #235, #401, #107, #137, #410, #210 AND #502**

FOR THE PERIOD

JANUARY 1, 2018 – DECEMBER 31, 2020

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COLLECTIVE AGREEMENT MADE THIS _____ DAY OF _____, A.D., 2022.

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AND

**UNITED NURSES OF ALBERTA
LOCALS #235, #401, #107, #137, #410, #210 AND #502**

PREAMBLE

WHEREAS the parties acknowledge that the primary purpose of the Employer and Employees is to work together to provide and improve quality care and in protecting the interests of residents, and believe that this purpose can be achieved most readily if harmonious relationships exist between the Employer and 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 care, the parties shall endeavour to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement;

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

Now therefore, this collective bargaining agreement witnesses:

ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after January 1, 2018, or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principals of the terms of this Collective Agreement, whichever is later up to and including December 31, 2020, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been concluded or until a strike or lockout commences.
- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon the submission of a written application to the Employer within sixty (60) calendar days of the signing of the Agreement.

ARTICLE 2: DEFINITIONS

- 2.01 “Arbitration” shall take meaning from the section of the Labour Relations Code dealing with the resolution of a difference.
- 2.02 “Director of Care” shall mean the Director of Care Services in the Care Centre.
- 2.03 “Basic Rate of Pay” shall mean the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.
- 2.04 “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;
- (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.
- (b) “Casual Employee” is one who:

- (i) is hired to work on a call basis and who is not regularly scheduled without consent.
 - (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.

2.05 “Executive Director” means the Executive Director of the Care Centre.

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 of the Care Centre.

- 2.07
- (a) “Certified Graduate Nurse” means a person whose name is in the Certified Graduate Nurses Roster and who holds an annual permit pursuant to the Health Professions Act and Regulations.
 - (b) “Graduate Nurse – Temporary Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the Health Professions Act and Regulations.
 - (c) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a “Certified Graduate Nurse”, “Graduate Nurse-Temporary Permit Holder”, “Registered Nurse or “Registered Psychiatric Nurse.”
 - (d) “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.
 - (e) “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the Health Professions Act and Regulations and who holds an annual certificate.

- 2.08 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.09 (a) “Union” shall mean the United Nurses of Alberta
(b) “Local” shall mean the Local branch of the Union.
- 2.10 The singular shall mean the plural and vice versa as applicable.
- 2.11 “Gross Earnings” shall mean all monies earned by the Employee from the Employer under the terms of this Collective Agreement.
- 2.12 FTE status is the ratio of hours worked by an Employee in a bi-weekly pay period to the regular hours of work for a Full-time Employee in a bi-weekly period, as defined in Article 7 - Regular Hours of Work.
- 2.13 “Bi-weekly period” shall mean the two (2) calendar weeks constituting a pay period.

ARTICLE 3: UNION RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit of Employees described in the applicable Alberta Labour Relations Code Certificates 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 or the Local.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 A request by an Employee for Union representation at any meeting with the Employer shall not be denied. However, no meeting shall be delayed as a result of the unavailability of a Union representative. The Employer agrees to recognize the duly elected or appointed representatives of the Union.
- 3.04 There shall not be any Local meeting on the premises of the Care Centre without the permission of the Executive Director.
- 3.05 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.
- 3.06 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union or Local to be in writing, such requirement is satisfied by the provision of such in an electronic form.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement.

Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:

- (a) maintain order, discipline and efficiency;
- (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
- (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause;
- (e) determine and establish procedures and maintain standards for the care, welfare, safety and comfort of the residents of the Care Centre.

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

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

5.01 The Employer shall deduct from the Gross Earnings of each Employee covered by this Collective Agreement, as a condition of employment, equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded electronically to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the amounts of Union dues deducted and Gross Earnings of each Employee.

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 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. In addition, and where mutually agreed, space may be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.

5.04 (a) A representative of the Union shall have the right to make a presentation of up to twenty (20) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be

compulsory, provided further that a representative of the Employer may be present at such presentation.

- (b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.
- 5.05
- (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business or for time in lieu of Union or Local business. Requests for leaves of absence shall be made in writing and the Employer's reply shall be given in writing. Employees should make such requests with at least two weeks' advance notice, if possible, in order to maximize the ability to accommodate the request.
 - (b) For Executive Officers of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. The elected Executive Officer shall provide twenty-eight (28) calendar days notice of when they are to take office.
 - (c) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a 15% administration fee.
 - (d) For any such leave of absence the Employee or the Local must provide twenty-one (21) days written notice, unless a shorter notice is mutually agreed between the Employer and the Union.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, source of income, political or religious belief, gender, sexual orientation, family status, marital status, physical disability, mental disability, gender identity, gender expression nor by reason of membership 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 shall be:
 - (i) seven point seven-five (7.75) consecutive hours per day;
 - (ii) seventy-seven point five (77.5) hours bi-weekly

and shall exclude a one-half (1/2) hour meal period, but include two (2) fifteen (15) minute rest periods per day (one (1) rest period during each half Shift), or where more suitable for completion of work assignments and scheduling, one (1) rest period of thirty (30) minutes during each full working Shift of seven point seven-five (7.75) hours.

- (b) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during the meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.
- (c) An Employee recalled to duty during the meal period or rest period shall, if possible, be provided with a full meal period or rest period, later in the Shift. In the event that this is not possible or where the later period cannot be provided within one (1) hour of the time at which it would have been taken in the normal course of events, the Employee shall be paid for such at overtime rates.
- (d) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the Shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 Shift Schedules

- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various Shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first Shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- (b) The Shift patterns which may be available are:
 - (i) Permanent days
 - (ii) Permanent evenings
 - (iii) Permanent nights
 - (iv) Days and Evenings
 - (v) Days and Nights
- (c) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least fifteen and a half (15 1/2) hours off duty between Shifts;

- (ii) four (4) scheduled days of rest in a fourteen (14) day period, of which two (2) days of rest must be consecutive and are to be scheduled for alternating weekends. "Weekend" is defined as a Saturday and the following Sunday, which provides for a minimum of fifty-six (56) hours off duty;
- (iii) not more than six (6) consecutive scheduled days of work; however, an Employee may, by mutual agreement, work a maximum of seven (7) consecutive Shifts.
- (iv) Violation of any provision of Article 7.02(c) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8 for all regular hours worked during the period of violation.

7.03 Schedule Posting

Shift schedules shall be posted six (6) weeks in advance, or lesser provided the parties have mutually agreed in writing.

7.04 Schedule Changes

- (a) If, in the course of a posted schedule, the Employer:
 - (i) changes Employees' scheduled days off without giving seven (7) days notice of the change, they shall be paid at the applicable overtime rate 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 seven (7) days notice of the change, they shall be paid at the applicable overtime rate for all hours worked during the first (1st) 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 seven (7) 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 days off 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 Employer in writing; and
 - (iii) Such exchange shall be recorded on the Shift schedule by the Employer.
- (b) Such exchange shall not be deemed a violation of the scheduling provisions of this Article and shall not result in payment of an overtime penalty by the Employer.

7.06 Reporting Pay

In the event that an Employee reports for work as scheduled and is requested by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equal to three (3) hours pay at the Employee's Basic Rate of Pay.

7.07 The Employer may require an Employee working permanent Shifts to work blocks of other Shifts on a temporary or relief basis. Such blocks may occur not more than twice (2 times) per calendar year, for a total of not more than twelve (12) worked Shifts per calendar year.

7.08 Employees who are required to rotate Shifts shall be assigned day duty at least two-fifths (2/5) of the time unless otherwise mutually agreed by the Employee and the Employer, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such Shift(s) as may be necessary. Scheduled days off, Named Holidays and vacation periods shall not be considered as day duty in the application of this clause.

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 at the 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 15 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 two times (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 The Employer shall endeavour to minimize the use of mandatory overtime.
- 8.05 Rest periods and meal breaks shall be taken in accordance with Article 7.01(a).
- 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 (8) consecutive hours of rest before commencing the Employee's next Shift, without any 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: CALL BACK

- 9.01 When an Employee is called back and reports to work, the Employee shall be deemed to be working overtime and shall be paid for all hours worked or for three (3) hours, whichever is the longer, at the overtime rate.
- 9.02 (a) Where an Employee works pursuant to this Article and there is not a minimum of eight (8) consecutive hours of duty in the twelve (12) hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing the Employee's 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 10: TRANSPORTATION

- 10.01 An Employee required by the Employer to use their personal vehicle in the conduct of Employer business shall be reimbursed by way of personal expense account at the rate of 50¢ per kilometer.

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

- 11.01 (a) A new Employee shall serve a probationary period of five hundred and three point seven-five (503.75) hours worked.
- (b) 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 the

Employee's probationary period. During these evaluations, the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.

- 11.02 Subject to Article 11.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.
- 11.03 The Employer shall provide a paid orientation period for all new Employees of up to seven (7) days Shifts under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned seven (7) Shifts. Employee's requests for additional orientation shall not be unreasonably denied.
- 11.04 An Employee, absent for more than six (6) months, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

ARTICLE 12: SENIORITY

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service in the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:
- (i) service as a bargaining unit Employee in direct nursing care, and
 - (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause.
- 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 in accordance with Article 12.01(a).
- 12.02 Seniority shall be considered in determining:
- (a) selection of lines in a newly created master rotation of the same FTE, by Regular Employees subject to the provisions of Article 7;
 - (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14;
 - (c) layoff and recall subject to the provisions specified in Article 15;

- (d) approval of vacation times;
- (e) the opportunity to work overtime.

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

- (a) when an Employee resigns;
- (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work;
- (c) if, subject to the provisions of Article 15, an Employee does not return to work after being recalled.

12.04 Seniority Lists

- (a) Provision of Seniority Lists

Seniority lists shall be provided by the Employer to the Union:

- (i) within thirty (30) days of date of signing of this Collective Agreement, and
- (ii) in the first full pay period of January and July of each year thereafter and
- (iii) when Employees have been served a notice of layoff.

- (b) Contents of Seniority Lists

The seniority list shall contain the name and seniority date of each Employee in chronological order along with each Employee's FTE status and classification.

- (c) Correction of Seniority Lists

The Union or Local may question or grieve any inaccuracy within thirty (30) days of receiving the list. Thereafter the date shall be considered as being established.

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

- (e) Seniority Tie-Breaking

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

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

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

12.06 An Employee who has accrued seniority under the terms of a UNA Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 27: Recognition of Previous Experience, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave, or severance.

12.07 Seniority shall be retained but shall not accrue during:

- (a) periods of unpaid leave, to the extent that such leave exceeds one (1) month;
- (b) while an Employee is on layoff;
- (c) periods when the Employee is in receipt of Workers' Compensation or Long-Term Disability for periods exceeding two (2) years from the onset of the disabling injury or illness.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

13.01 (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.

*13.02 (a) All evaluations shall be in writing and shall be done by a Registered Nurse who holds a position of Director of Care, Resident Care Manager or Executive Director.

(b) Meetings for the purpose of the evaluation shall be scheduled with reasonable advance notice which shall not be less than twenty-four (24) hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. Upon request 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 the 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.

- 13.03 (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 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 the Employee's personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; such fee shall be established by the Employer.
- 13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law, without the written consent of the Employee.

ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES

- 14.01 (a) Where there is a vacancy at the Care Centre, the Employer shall post notices of vacancies within the bargaining unit not less than five (5) 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 the five (5) 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 Care Centre;
 - (iii) 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; and
 - (iv) the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer.
 - (v) 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 date which shall not be a Saturday, Sunday or Named Holiday.

14.02 (a) A vacancy resulting from either:

- (i) the creation of a specific job of limited term exceeding three (3) months duration; or
- (ii) a leave of absence granted for a period known to be longer than three (3) months;

shall be posted in accordance with Article 14.01.

- (b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a) or the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 30.03(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 not be excluded from applying for posted vacancies.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

14.03 Applications pursuant to Article 14.01(a) and 14.02 shall be made to the Employer in writing.

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

If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience 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 with the highest rank on the casual roster at that location.

- 14.05 The Union and all other bargaining unit applicants shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.
- 14.06 (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty-five and one-half (325 1/2) hours worked 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 the Employee fail to succeed during the trial period, the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in the former position.
- 14.07 (a) An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of a promotion, transfer, or vacancy.
- 14.08 At the time of hire, or transfer, or change of FTE, 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 FTE status;
- (d) date of hire and transfer (if applicable); and
- (e) rate of pay.

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

- 14.09 In instances where a Regular Employee accepts a regular or temporary position which is outside the scope of the bargaining unit the resultant vacancy shall be posted as a temporary position, not exceeding twelve (12) months. During this twelve (12) month period, the former Employee may be reinstated into their former position. The Local shall be notified whenever this clause is applied.

ARTICLE 15: LAYOFF AND RECALL

- 15.01 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 emergency conditions or circumstances.

- (b) Where the layoff results from emergency conditions or circumstances, 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.

15.02 Order of Layoff

- (a) Subject to the provisions of Article 15.02(b) and 15.03(a)(iii), layoff shall occur in reverse order of seniority.
- (b) Notwithstanding the provisions of Article 15.02(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 15.03(a) would result in retaining Employees who do not have the ability to perform the work.

15.03 Displacement

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

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within ten (10) consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.03.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.03(a) shall within forty-eight (48) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one (1) Employee on that unit 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 15.02 by serving notice pursuant to Article 15.01.

15.04 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 or lesser full-time equivalency (FTE) than the Employee's previous position without adversely affecting the Employee's recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.

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

15.06 Employees who have been given notice of layoff shall make prior arrangements for payment of the full premium for any contributory benefit plans, through the Employer. Such payments shall cover the period beginning the first of the month following the month in which the layoff occurred.

15.07 Application of Collective Agreement

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7 and 14.
- (b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.

- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of their readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

ARTICLE 16: RESPONSIBILITY ALLOWANCE AND PRECEPTOR PAY

16.01 The Employer agrees to pay two dollars (\$2.00) per hour to an Employee from the bargaining unit designated by the Employer to be responsible for the Care Centre on evenings, nights, weekends, and in the absence of the Director of Care and Program Manager.

16.02 Preceptor Pay

- (a) The Employer shall establish a roster of Employees to assign as Preceptor duties.
- (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 17: VACATIONS WITH PAY

17.01 Definitions

For the purpose of this Article:

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

17.02 Vacation Entitlement

(a) 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:

- (i) Less than one year (1 working day for each month, maximum of 10 days)
- (ii) One year or more (15 working days)
- (iii) Three years or more (20 working days)
- (iv) Fifteen years or more during the (25 working days)
- (v) Twenty-five years or more (30 working days)

(b) Employee with Less than a Year of Service

An Employee who has less than one (1) year of service prior to the first (1st) day of January in any one (1) calendar 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.

(c) Supplementary Vacation

Regular Employees shall qualify for a one-time supplementary paid leave, over and above normal annual vacation as provided in Article 17.01 above and as set out below. Utilization of this one-time bonus vacation is limited to the twelve (12) month period immediately following the described anniversary below and is subject to the established provisions governing the scheduling of vacation, in accordance with Article 17.03. There is no carry-over or carry-forward privilege for any portion of bonus vacation which remains unused at the end of the twelve (12) month limited period. If bonus vacation remains unused at the end of the twelve (12) month limited period, then the unused portion will be paid out. For Regular Part-time Employees this bonus vacation time is paid on a pro-rata basis in accordance with the ratio of the Part-time Employee's scheduled bi-weekly hours compared to the scheduled bi-weekly hours for a Full-time Employee.

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days;
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days;
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days;

- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days;
 - (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days.
- (d) Where an Employee commences employment with the Employer within ninety (90) days of the date of termination of employment with the same or another care centre of the Employer where UNA is the bargaining agent, and where there same condition applies, then the Employee shall accrue vacation entitlement as though their employment had been continuous. Upon request, the Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

17.03 Time of Vacation

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b)
 - (i) The Employer shall post the vacation schedule planner by January 10th of each year. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 15th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
 - (ii) When an Employee submits a request in writing after April 15th for vacation, requests will be considered on a first come first served basis; the Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03(a), a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (ii) such vacation can be taken at a mutually agreeable time.

- (e) (i) Subject to Article 17.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
- (e) (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) (i) Notwithstanding Article 17.03(c), Employees with an annual vacation entitlement of four (4) weeks, provided a minimum of three (3) weeks vacation has been taken, may request, in writing, payout of vacation pay for the unused week.
- (f) (ii) Notwithstanding Article 17.03(c), Employees with an annual vacation entitlement of five (5) or six (6) weeks, provided a minimum of four (4) weeks or five (5) weeks vacation has been taken, may request, in writing, payout of vacation pay for the unused week(s).
- (g) No Employee shall have vacation cancelled or rescheduled by the Employer unless it has been assessed to be 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 had vacation cancelled by the Employer shall be paid two times (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 with receipts.

17.04 Vacation Pay on Termination

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the Employee's Basic Rate of Pay.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice for resignation, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least twenty-eight (28) calendar days notice of resignation or who is dismissed, all monies due shall be paid within three working (3) days of the last day worked.

ARTICLE 18: NAMED HOLIDAYS

18.01 (a) Full-time Employees shall be eligible to receive a day off with pay on or for the following Named Holidays: Full-time Employees shall receive the following eleven (11) holidays:

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

and any day proclaimed to be a Holiday by:

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

18.02 To qualify for a Named Holiday with pay, the Employee must:

- (a) work the scheduled Shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) work on the holiday when scheduled or required to do so.

18.03 (a) Except as specified in Article 18.03(b), and Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at the applicable overtime rate plus:

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

- (b) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a)(i) and (ii) 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.

18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03.

- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06 (a) An Employee shall be so scheduled as to provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four (4) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they will not be obliged to work (i.e. December 24 and 25 or December 25 and 26);
- (ii) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they will not be obliged to work (i.e. December 31 and January 1 or January 1 and 2).
- (c) At the request of the Employee, where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

ARTICLE 19: SICK LEAVE

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) The parties recognize that alcoholism, drug addiction and mental disorders are illnesses that may respond to treatment and therapy. To the extent that an Employee is undergoing active treatment by a licensed physician or therapy by a licensed practitioner and is absent from work, such absence shall be eligible for sick leave.
- 19.02 Employees who have completed their probationary period shall be credited with four and one-half (4 1/2) days of sick leave and shall then accumulate sick leave credits at a rate of one and one half (1 1/2) days per full month of service (a full month of service shall mean one sixty-eight (168) regular hours worked), to a maximum of one hundred and twenty (120) days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 An Employee may be required to submit satisfactory proof to the Employer or its agents 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 up to a maximum of \$50 per year, shall be reimbursed by the Employer.

- 19.05 When an Employee has accrued the maximum sick leave credits of one-hundred and twenty (120) days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.
- 19.06 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 which exceeds 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.
- 19.07 Employees whose sick leave credits are exhausted and who continue to be disabled from work remain on unpaid medical leave throughout the Long-Term Disability Plan elimination period, as contained at Article 21 – Health Benefits Plan. If an Employee whose sick leave credits are exhausted does not qualify for Long-Term Disability then the Employee shall be considered as remaining on sick leave without pay or benefits for the duration of the illness, or for a period up to twelve (12) months from the date of onset of the disabling illness, whichever is lesser.
- 19.08 An Employee who has been absent due to any illness or injury and is fit and able to return to work, will provide the Employer written notice of return as far in advance as possible.
- 19.09 The Employer will provide sick leave credits upon written request on a reasonable basis.
- 19.10 When scheduling an appointment for examination or treatment by a licensed physician, dentist, optometrist or physiotherapist, the onus is on the Employee to avoid conflict or disruption with the Employee's work schedule. If it is not possible to schedule such appointments outside the Employee's work schedule, and provided the Employee has received prior authorization, 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 work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 19.11 Sick leave credits and benefits will cease on termination of employment.

ARTICLE 20: WORKERS' COMPENSATION

- 20.01 If an Employee is prevented from performing regular work with the Employer on account of an occupational accident associated with employment with the Employer and this accident is recognized by the Workers' Compensation Act as compensable within the meaning of the Act, the Employer will, on request, supplement the award made by the Compensation Board for loss of wages to the Employee by such an amount that the award of the Compensation Board

and the Employer supplementation will equal one hundred percent (100%) of the Employees regular net wages in effect at the time of the illness or injury (exclusive of any overtime, etc.)

- 20.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability.
 - (b) deemed incapable of performing the Employee's pre-disability duties, as determined by the Employee's physician and/or independent medical evaluation, shall have access to either unused sick leave credits, or disability benefits as may be provided under the Employer's Health Benefits Plan.
 - (c) an Employee who receives Worker's Compensation benefits is deemed to remain in continuous employment with the Employer, and on return to work the Employee will be reinstated in the same classification and at the current step in the pay scale as that held by the Employee immediately prior to the sustained accident or injury.
- 20.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7 and 14.

ARTICLE 21: HEALTH BENEFITS PLAN

- 21.01 Effective at the first of the month following thirty (30) days after notice of ratification, the Employer will provide a Health Benefits Plan which is contained in Appendix 'A' attached hereto.
- 21.02 The Employer will issue enrolment forms, descriptive brochures and any amending information to Regular Employees who attain eligibility for coverage under the Plan. Copies of the descriptive brochures (as may be amended from time-to-time) will be provided by the Employer to the Union's Provincial Office.

ARTICLE 22: LEAVES OF ABSENCE

- 22.01 General Leave

Leave of absence without pay may be granted to an Employee on request; such request shall not be unreasonably denied. 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.

22.02 Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle). Spouse shall include common-law and/or same sex relationship. Stepparent, stepchildren, stepbrother and stepsister 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. Upon request by the Employee, the Employer may extend bereavement leave by up to two (2) unpaid days where one-way travel exceeds 250 kilometers.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off without pay to attend the funeral services. Such request shall not be unreasonably denied.
- (c) In the event of a bereavement occurring during a Regular Employee's scheduled vacation, the period of bereavement will supersede vacation, which is then reinstated by the number of eligible days of bereavement. The Employee is required to return from vacation at the scheduled time and the reinstated vacation days will be rescheduled at a future mutually agreed time.

22.03 Maternity Leave

- (a) An Employee 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 maternity leave commences 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, Employment Insurance disability benefits, or the Employer's Long-Term Disability benefits.
- (c) An Employee on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by 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 Employee commenced leave.
- (d) The maternity leave to which a pregnant Employee is entitled is a period of not more than fifteen (15) weeks, however, the Employee may combine the period of maternity with entitlement under parental leave, for a total period of fifty-two (52) weeks.

- (e) 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, Employment Insurance disability benefits, or the Employer's Long-Term Disability benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (f) 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, Employment Insurance disability benefits, or the Employer's Long-Term Disability benefits, shall be administered in accordance with the applicable provisions of the Collective Agreement.

22.04 Parental Leave and Adoptive Leave

- (a) An Employee shall, upon written request, be granted leave without pay and benefits for up to sixty-two (62) weeks that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work from parental leave. The Employer shall reinstate the Employee in the same position held immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

22.05 Educational Leave

- (a) Leave of absence with or without pay may be granted to Employees at the discretion of the Employer to attend professional and educational meetings, courses, or other events which may be judged beneficial to the Employee's professional development, especially as it relates to the Employee's responsibilities with the Employer. The discretion will be exercised reasonably. If a leave is granted, the terms of such leave shall be identified in writing prior to the taking of the leave.
- (b) During an Employee's educational leave, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

22.06 Court Appearance

- (a) In the event an Employee receives a juror summons and is required to appear before a court of law, or receives a court subpoena 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.

An Employee required to serve jury duty, or who is a witness as above, shall provide appropriate documentation to the Employer.

- (b) In the event an Employee is scheduled to work on the evening or night Shift(s) on the day(s) or the night Shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled Shift(s).
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

22.07 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 but with no loss of seniority during their term of office.

22.08 Military Leave

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

22.09 Personal Leave

- (a) Each calendar year, each Regular and Temporary Employee shall be entitled to up to three (3) personal leave days per year without loss of regular pay. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. While the use of personal leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, personal leave days are not intended for the purposes of extending time off from work. Requests for personal leave shall not be unreasonably denied.

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

22.10 For the term of the Collective Agreement, the Employer agrees to adhere to the legislative requirements in effect as of March 27, 2019, regarding Compassionate Care Leave, Critical Care Leave, Death or Disappearance of a Child Leave, and Domestic Violence Leave.

22.11 General Policies Governing Leaves of Absence

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Article 22.10 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 21, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union business for one (1) year or less, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave, earned vacation and seniority 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) Overstayed leave may result in loss of employment.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

23.01 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a written warning to the Employee, within ten (10) days exclusive of Saturdays, Sundays and Named Holidays, of the date the Employer first became aware of the occurrence of the unsatisfactory conduct or performance. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The assignment of an improvement or correction period shall not restrict the Employer's right to take further action during said period, should the Employee's performance or conduct so warrant. A written warning that is grieved and determined to be unjust shall be removed from the Employee's record.

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

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

- 23.03 The procedures stated in Article 23.01 and 23.02 do not prevent immediate suspension or dismissal for just cause.
- 23.04 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.
- 23.05 An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that their personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.06 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 23.07 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated the Employee's services with the Employer.
- 23.08 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.09 Twenty-eight (28) calendar days notice in writing, shall be given by an Employee who resigns.

ARTICLE 24: NO STRIKE OR LOCKOUT

- 24.01 There shall be no strike or lockout for the duration of this Collective Agreement.

ARTICLE 25: SALARIES

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

- 25.02 A newly hired Graduate Nurse, or a Graduate Psychiatric Nurse shall be paid at their applicable rate as per Salary Appendix, until such time as they qualify for their registration/license. Upon obtaining registration/license, the nurse shall be paid at the rate applicable to a Registered Nurse or a Registered Psychiatric Nurse retroactive to the date of the Employee's most recent date of employment or on the date the Employee obtains registration/license, whichever is later, and proof of the same is provided to the Employer.

ARTICLE 26: EDUCATIONAL ALLOWANCES

- 26.01 (a) For the purpose of establishing an Employee's Basic Rate of Pay, the Employer will recognize diplomas and degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice granted by bona fide post-secondary educational institutions. The Employer will also recognize certificates achieved for specialized programs germane to gerontology granted by accredited institutions or organizations, subject to their renewal requirements, in accordance with the following scale:
- | | |
|-------------------------|-----------------|
| Baccalaureate Degree | \$1.25 per hour |
| Gerontology Certificate | \$0.70 per hour |
| Master's Degree | \$1.50 per hour |
- (b) An educational allowance for Baccalaureate Degree pursuant to Article 26.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:
- (i) a Nursing Baccalaureate Degree program recognized by NEPAB (Nursing Education Program Approval Board) or International Qualifications Assessment Service (IQAS); or
 - (ii) for a Baccalaureate Degree other than for nursing, a program recognized as equivalent to a Baccalaureate Degree by the IQAS.
- 26.02 Allowances for education are not cumulative and are paid in accordance with the highest-rated recognized education or certification above.
- 26.03 Allowances for education are paid commencing on the later of the date the Employee provides proof of qualification to the Employer, retroactive to the date of successful completion as recognized by the granting institution or organization or the date of hire.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

- 27.01 When a newly hired Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.
 - (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.

- (c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past twelve (12) months, the Employer will recognize experience that is more than five (5) years old.
- (d) It shall be the responsibility of the Employee to provide reasonable proof of satisfactory experience in order to be considered for a salary increment, and, if fails to do so, the Employee shall not be entitled to any adjustment under this clause.

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

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 Evening Premium

- (a) A Shift differential of \$2.75 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one hour is worked between 1500 hours and 2300 hours; or
 - (iii) to Employees for all overtime hours worked which fall within a period of 1500 hours to 2300 hours; or
 - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.
- (b) It is understood and agreed that these Shift definitions shall not prevent management from changing Shift times.

28.02 Night Premium:

- (a) A Shift differential of \$5.00 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one 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.

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

28.03 Weekend Premium:

- (a) A Shift differential of \$3.25 per hour shall be paid:
 - (i) to Employees working each a Shift wherein the majority of such Shift falls within a 64-hour period commencing at 1500 hours on a Friday and 0700 on the following Monday; or
 - (ii) to Employees working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one hour is worked within a 64-hour period commencing at 1500 hours on a Friday and 0700 on the following Monday.
 - (iii) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.
- (b) It is understood and agreed that these Shift definitions shall not prevent management from changing Shift times.

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

ARTICLE 29: RETIREMENT PLAN

- 29.01 The following items are agreed to be components of the group Retirement Plan as outlined in Appendix B:
- (a) Employees may contribute 1%, 2%, 3.5%, 4.5%, or 5.5% of earnings. The Employer will match the Employee's contribution up to four and a half percent (4.5%) of earnings.
 - (b) Regular Full-time and Part-time Employees are eligible to participate in the Plan.
 - (c) An Employee will be eligible to join the Plan upon successful completion of six (6) months of service or one thousand and seven and one-half (1007.5) hours worked, whichever is greater.
 - (d) Participation in the plan is voluntary.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

30.01 Part-time Employees

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

(a) Hours of Work

- (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 seventy-seven point five (77.5) hours bi-weekly.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.

(b) Shift Schedules

Amend 7.02(c) (ii) to read:

- (i) four (4) scheduled rest days in a fourteen (14) day period, of which two (2) days of rest must be consecutive and are to be scheduled for alternating weekends; “weekend” is defined as a Saturday and the following Sunday, which provides for a minimum of fifty-six (56) hours off duty.
- (ii) Part-time Employees who choose to work additional Shifts and who are booked on the schedule, will not have those Shifts cancelled without twenty-four (24) hours notice. If the Employer fails to provide this cancellation notice, the Employee will receive three (3) hours pay for the lost Shift.
- (iii) Scheduled days of rest for a Part-time Employee means all days where the Employee is not scheduled.

(c) Increment Accrual

Part-time Employees shall be entitled to an increment on the completion of two thousand and fifteen (2,015) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen point five (1,813.5) regular hours actually worked to the maximum increment granted Full-time Employees.

(d) Vacation with Pay

Amend Article 17.02 to read:

- (i) During each year of continuous service with the Employer, Part-time Employees shall earn vacation with pay based on hours of work paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of seven

point seven-five (7.75) hours, and periods of sick leave with pay. Such entitlement shall be prorated as follows:

- (a) less than a year – four percent (4%);
 - (b) one (1) year or more – six percent (6%);
 - (c) three (3) years or more during each of the 2nd to 9th years – eight percent (8%);
 - (d) fifteen (15) years or more – ten percent (10%);
 - (e) twenty-five years or more – twelve percent (12%).
- (ii) Where an Employee commences employment with the Employer within ninety (90) days of the date of termination of employment with the same or another care centre of the Employer, where UNA is the bargaining agent and where the same condition applies, then the Employee shall accrue vacation entitlement as though the Employee employment had been continuous. Upon request, the Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.
 - (iii) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 30.01(d) will be paid in compliance with Article 17.04(c).

(e) Named Holidays

Amend Article 18.01 to read:

- (i) Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to four-point two percent (4.2%) of their regular earnings in lieu of Named Holidays.
- (ii) A Part-time Employee required to work on a Named Holiday shall be paid at the applicable overtime rate in accordance with Article 8.02.

(f) Sick Leave

Amend Article 19.02 to read:

- (i) 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. Such Employee shall not be entitled to apply sick leave credits prior to the completion of the probationary period with the Employer.

- (ii) For Part-time Employees, sick leave accrual shall be based upon regularly schedule hours of work and any additional Shifts worked, to a maximum of full-time hours.
- (g) Part-time Employees who have completed their probationary period shall be entitled to the health benefits and a pro-rata shared cost arrangement outlined in Appendix "A" – Health Benefits attached hereto.

30.02 Temporary Employees

- (a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall.
- (b) 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 14.06 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 14.01, if so eligible, or termination of employment pursuant to Article 30.02(b).

30.03 Casual Employees

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

Article 7: Hours of Work, 7.01(a), 7.02, 7.03, 7.04, 7.05, 7.07 and 7.08

Article 9: Call Back

Article 12: Seniority

Article 15: Layoff and Recall

Article 17: Vacations

Article 18: Named Holidays

Article 19: Sick Leave

Article 20: Workers' Compensation

Article 21: Health Benefits

Article 22: Leaves of Absence

Article 29: Retirement Plan

All Letters of Understanding

(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 less than three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.

- (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.01(b), the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.05(b)(ii) and (iii), the scheduling provisions of Article 7 shall apply.
- (iv) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid three (3) hours pay at the Employee's Basic Rate of Pay, in accordance with Article 7.06.

(b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of two thousand and fifteen (2,015) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen point five (1813.50) regular hours actually worked to the maximum increment granted Full-time Employees.

(c) Vacation

Amend Article 17 to read:

- (i) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
 - (a) less than a year – four percent (4%);
 - (b) one (1) year or more – six percent (6%);
 - (c) three (3) years or more during each of the 2nd to 9th years – eight percent (8%);
 - (d) fifteen (15) years or more– ten percent (10%);
 - (e) twenty-five years or more– twelve percent (12%)
- (ii) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(d) Named Holidays

Amend Article 18 to read:

- (i) Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to five percent (5%) of their regular earning in lieu of Named Holidays.

- (ii) A Casual Employee required to work on Named Holidays shall be paid at the applicable overtime rate for work performed, in accordance with Article 8.02.
- (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 the Employee's employment, the Employee shall be granted leave of absence at the regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 31: COPIES OF THE COLLECTIVE AGREEMENT

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

ARTICLE 32A: GRIEVANCE PROCEDURE

32.01A Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article and Article 33 shall be sufficient if delivered to the President or Secretary of the Local.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 33 shall be sufficient if delivered to the Director of Care or the Executive Director.
- (c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer's premises.

32.02A Definition of Time Periods

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

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

(a) Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first seek to settle the dispute through discussion with the immediate supervisor in an excluded management position. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

(b) Step 2

The grievance shall be submitted in writing to the Director of the Care, or designate, within ten (10) days of the date the Employee first became aware or reasonably should have become aware, of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Director of Care, or designate shall be communicated, in writing, to the Local within seven (7) days of the receipt of the grievance. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) Step 3

The grievance, within seven (7) days of the decision of the Director of Care, or designate, under Step 2 may be advanced to the Executive Director, or designate, in writing. The parties shall meet for the purpose of resolving the grievance within twenty (20) days from the date the grievance was submitted at Step 2. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. If the grievance is not resolved at the Step 3 meeting, the Employer shall communicate its final decision, in writing to the Local within seven (7) days of the meeting.

(d) Step 4 (Arbitration)

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

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

32.04A Disputes Between the Parties

(a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed there from in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance.

(b) A policy grievance is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated at Step 2 in writing to the other party.

- (c) If the parties fail to settle the grievance, then it may be submitted to arbitration within thirty (30) days of receipt of the written grievance.

32.05A Default

- (a) Should the party initiating the grievance fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties have mutually agreed in writing to extend the time limit.
- (b) Should the party responding to the grievance fail to comply with any time limit in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limit.

32.06A Mediation

- (a) Following attempts to resolve the dispute at Steps 1, 2 or 3, 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 non-binding 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 32B: COMPENSATION OVERPAYMENTS

32.01B A compensation overpayment is an overpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error.

32.02B The Employer is entitled to recover overpayments from Employees' earnings according to the following:

- (a) When the Employer seeks recovery of a compensation overpayment, the Employee must be advised of the cause and the amount of the overpayment, with an explanation for the computation.
- (b) The Employer may recover overpayments in orderly repayment steps through payroll deductions in any way agreed to by the Employee. The Employee has recourse to the grievance procedure if the Employee does not agree with the Employer's decision.
- (c) If the Employee resigns or is terminated for cause, the Employer may offset any remaining overpayment from the Employee's final pay.

32.03B The foregoing does not affect other payroll adjustments and/or deductions that may occur as a result of informal discussions between the Employee and the Manager or Payroll Department. The foregoing applies if an error and resulting adjustment or deduction cannot be resolved through normal time-keeping correction.

ARTICLE 33: ARBITRATION

- 33.01 Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing to its intention to do so; and
- (a) name its appointee to the Arbitration Board; or
 - (b) state its desire to meet to consider the appointment of a single arbitrator.
- 33.02 Within ten (10) days after receipt of notification provided for in Article 33.01 above, the party receiving such notice shall:
- (a) inform the other party of the name of its appointee to an Arbitration Board; or
 - (b) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.
- 33.03 Where appointees to a Board have been named by the parties, they shall, within ten (10) days, endeavour to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson, they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.
- 33.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within twenty-one (21) days 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 fourteen (14) days after the completion of the hearing.
- 33.05 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator may make such decision as in the circumstances it may deem just

and equitable, and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question. The Arbitration decision shall be binding on both parties. Only matters of grievances relating to the interpretation, application and administration and alleged violation of this Agreement, and including any question as to whether a matter is arbitrable, shall be arbitrable.

- 33.06 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- 33.07 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 33.08 For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18.
- 33.09 Notwithstanding the submission of a grievance to Arbitration, the Employer and the Union shall be at liberty to discuss the grievance and may settle and may determine the same as they may mutually agree.

ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY

- 34.01 The parties recognize the need for safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.
- 34.02 (a) The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet once a month and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.
- (b) If an issue arises regarding occupational health or safety, the Employee or 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 to the Occupational Health and Safety Committee in the form of a written complaint.

- (c) 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.
- (d) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and either the Committee or the Union may make recommendations to the Employer in that regard and in accordance with health and safety legislation.
- (e) The Occupational Health & Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and either the Committee or the Union may make recommendations to the Employer in that regard and in accordance with health and safety legislation.
- (f) Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, either the Committee or Union may request and shall have the right to present its recommendation(s) to the Provincial Director of Revera Long Term Care. The Provincial Director shall reply in writing to the Committee or the Union within fourteen (14) calendar days of the presentation.
- (g) Should the decision of the Provincial Director not be satisfactory, either the Committee or the Union may request and shall have the right to present its recommendation(s) to the Regional Manager of Health and Safety. The Regional Manager of Health and Safety shall reply in writing to the Committee or the Union within fourteen (14) calendar days of the presentation.

- 34.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.
- 34.04 No person shall be assigned to work alone on a unit.
- 34.05 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 34.06 The Employer is committed to providing a workplace that is free from harassment and free from abuse. The parties are committed to the prevention of abuse, the prevention of harassment and promoting a workplace free of abuse or harassment. Copies of the relevant policies shall be posted in public areas.
- 34.07 The Employer shall make available hazard assessments and pandemic, disaster or emergency response plans in the Centre.

ARTICLE 35: PROFESSIONAL FEES AND DEVELOPMENT

- 35.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service programs 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.

- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at their applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) Fire (hands-on experience with equipment except where not required by the Care Centre's established written fire procedures)
 - (ii) Evacuation and disaster procedures
 - (iii) Proper lifting and prevention of back injuries
 - (iv) Work Place Hazardous Materials Information Systems (WHMIS)
 - (v) Cardio-pulmonary Resuscitation (CPR)
 - (vi) Prevention of abuse – Protection For Persons in Care Act, and coping techniques for resident abuse of staff
 - (vii) Blood Glucose monitoring
 - (viii) Anaphylaxis
- (c) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend no less than twenty-four (24) hours per year.

35.02 Professional Development

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

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

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

35.03 The Employer shall make available in each Care Centre no fewer than two (2) current nursing journals.

35.04 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) \$250 for their dues if they have accumulated 809.1 or more regular hours actually worked in the previous fiscal year.

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

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

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

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

36.01 Professional Responsibility

- (a) In the interest of safe resident care and safe nursing practice, the parties agree to the following problem-solving process to address Employee concerns relative to resident care including:
 - (i) Nursing Practice Conditions
 - (ii) Safety of Residents and Nurses
 - (iii) Workload
- (b) The Employee or Local with a concern will discuss the matter with the immediate excluded manager with the objective of resolving the concern.
- (c) If the matter is not resolved to the Employee's satisfaction, the Employee or Local may complete a Professional Responsibility Report Form within seven (7) calendar days of the discussion with the Employee's immediate excluded manager.
- (d) A Professional Responsibility Committee (Committee), shall be established as a sub-committee of the Union-Management Committee, with up to two (2) Employees elected by the Local and up to two (2) representatives of the Employer.
- (e) The Committee shall meet within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form.
- (f) The function of the Committee is to examine and make recommendations regarding the concerns of Employees noted in (a) (i), (ii) and (iii).

- (g) Members of the Committee shall have access to all Nursing Department policy and procedure manuals, including relevant information, as may be necessary to assist in satisfactory resolution of the Employee's concerns.
- (h) During problem-solving discussions, Committee members will collaborate as needed on:
 - (i) Defining the issue(s);
 - (ii) Identifying root causes(s) of the issue(s);
 - (iii) Gathering and reviewing relevant information;
 - (iv) Generating potential resolution options of the issue(s);
 - (v) Resolve the issue(s), where possible.
- (i) The Committee may engage the support of additional subject matter experts to assist with the above discussions.
- (j) If the matter is not resolved by the Committee the issue(s) will be referred to the Executive Director of the Care Centre.
- (k) The Executive Director, or designate, shall meet with the Local within 21 calendar days of the issue being referred to the Executive Director of the Care Centre. The Executive Director, or designate, shall respond in writing to the Local within fourteen (14) calendar days of the meeting.
- (l) Should an issue remain unresolved following the written response from the Executive Director, the Employee or Local, may refer the issue to mediation as per (m) below.
- (m) Mediation: The parties will agree on a mediator who is knowledgeable about health care and familiar with current nursing practice. Should the parties not be able to agree on a mediator, either party may request the Director of Mediation for the Province of Alberta to appoint the mediator. The mediator shall, within 60 days, meet with the parties and investigate the dispute. The issue may be resolved by mutual agreement between the parties. If it is not, either or both parties may request the mediator to issue a report including non-binding recommendations.
- (n) The mediator's fees will be born by the Union.
- (o) The parties agree that the meditation process is the final step to this Professional Responsibility Clause.
- (p) An Employee attending Committee meetings shall be paid at the Basic Rate of Pay.

ARTICLE 37: UNION MANAGEMENT COMMITTEE

37.01 (a) Composition

The Committee shall be composed of two (2) Employees and two (2) representatives of the Employer. Each of the parties will name an alternate member to act in the place of a regular committee member who is not available.

(b) Functions

To examine and make recommendations regarding the concerns of Employees relative to resident care, workplace issues, and other matters arising under the Collective Agreement.

(c) Jurisdiction

The Committee will not have the power to bind the parties to this Collective Agreement to any decision or conclusion reached in discussion, nor will it have the jurisdiction over any matter contained in this Agreement including its administration or re-negotiation.

(d) The Committee shall meet quarterly and within five (5) working days of either party's request to discuss matters of concern. An agenda for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes will be approved by the Committee and then posted on the UNA bulletin board. Unresolved items from previous meetings will be highlighted.

(e) An Employee representative shall be paid at the applicable rate of pay for attending all meetings called by the Employer.

(f) For meetings called by the Union, an Employee representative shall not suffer any loss of earnings while attending a meeting during regular hours of work and shall be paid at the regular rate of pay for meeting time before or after the Shift. If the meeting occurs on a day off, the Employee shall be paid at the regular rate of pay, with a minimum payment of two (2) hours.

(g) When an item is unresolved for more than forty-five (45) calendar days, the Union may request and shall have the right to present its concerns, in writing, to the Provincial Director of Revera Long Term Care. The Provincial Director shall respond, in writing, within fourteen (14) calendar days.

(h) Should the decision of the Provincial Director not be satisfactory, either the Committee or the Union may request and shall have the right to present its recommendation(s) to the Regional Director of Labour Relations. The Regional Director of Labour Relations shall reply in writing to the Committee or the Union within fourteen (14) calendar days of the presentation.

- (i) The Employer shall have in place policies governing harassment and abuse. The Union-Management Committee, may, where deemed appropriate, make recommendation(s) for consideration by the Employer.

ARTICLE 38: TECHNOLOGICAL CHANGE

- 38.01 Should the Employer introduce technological change arising out of equipment or systems changes, and if such change will result in layoff of bargaining unit Employees, then the Employer will notify the Union with as much advance notice as possible, and will meet to discuss reasonable measures to protect the interests of affected Employees.

ARTICLE 39: JOB DESCRIPTION

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

ARTICLE 40: COMMITTEE PARTICIPATION

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

LETTER OF UNDERSTANDING

BETWEEN

REVERA LONG TERM CARE

AND

UNITED NURSES OF ALBERTA LOCALS #107, #137, #210, #235, #401, #410

RE: SEVERANCE

Where, as a result of layoff and the operation of Article 15 there is a permanent reduction in Regular Employees resulting in termination of employment, affected Employees who have completed the probationary period will be entitled to severance on the basis of notice, or pay in lieu of notice, in accordance with the following:

- * service less than 2 years - two (2) weeks notice, or pay in lieu
- * service less than 4 years - four (4) weeks notice, or pay in lieu
- * service less than 10 years - eight (8) weeks notice, or pay in lieu
- * service more than 10 years - one (1) weeks notice, or pay in lieu per year of service (pro-rated for partial years), to a maximum of sixteen (16) weeks

A Regular Employee who has received layoff notice in accordance with Article 15, and for whom no alternate vacant position is available, shall have the option to select either of:

- a. layoff with recall rights as specified in Article 15, or
- b. severance in accordance with this Letter of Understanding

An Employee who accepts severance pay shall have their employment terminated, with no right to recall.

An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.

An Employee who receives notice of layoff shall have fourteen (14) calendar days from the date notice is issued to advise the Employer, in writing, of the Employee's decision to either retain recall rights or accept severance.

Employees who are severed are not eligible for rehire to a “sister” facility (i.e. a facility owned and operated by Revera Long Term Care) for a period equal to the duration of the severance period, unless the severed Employee repays the Employer.

Severance provided under the operation of this Letter of Understanding shall be deemed to be inclusive of any and all statutory requirements for notice of termination.

The operation of this Letter of Understanding shall expire on the later of the expiry date of this first Collective Agreement, or upon the date of ratification of the subsequent renewal Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN

REVERA LONG TERM CARE

AND

UNITED NURSES OF ALBERTA LOCALS #107, #137, #210, #235, #401, #410

RE: MARKET LUMP SUM PAYMENT

The parties agree:

1. An Employee shall receive a market condition lump sum payment of up to \$1750, to be paid semi-annually, as follows:
 - (a) Full-time Employees shall receive:
 - (i) \$875 on the first pay day following the pay period which includes June 30; and
 - (ii) \$875 on the first pay day following the pay period which includes December 31.
 - (b) Part-time and Casual Employees shall receive:
 - (i) \$875 on the first pay day following the pay period which includes June 30, pro-rated to their regular hours actually worked between January 1, and June 30; and
 - (ii) \$875 on the first pay day following the pay period which includes December 31, pro-rated to their regular hours actually worked between July 1, and December 31.
2. For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
 - (a) Leaves of absence of one month or less;
 - (b) Time on sick leave with pay;
 - (c) Time off on vacation;
 - (d) Absences while receiving Workers' Compensation

3. Employees of the Care Centre who change their employment category (full-time to part-time or vice versa) within one of the defined qualifying periods shall have their entitlement prorated.
4. Employees who have terminated prior to the date of ratification shall not be entitled to the lump sum payment.
5. This Letter of Understanding shall not apply to Undergraduate Nurses.

LETTER OF UNDERSTANDING**BETWEEN****REVERA LONG TERM CARE****AND****UNITED NURSES OF ALBERTA LOCALS #107, #137, #210, #235, #401, #410****RE: DECREASING OR INCREASING REGULAR HOURS OF WORK**

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

Whereas the parties desire to have Regular Employees working in their preferred FTE status, on a one-time basis without prejudice to either party and without precedent for the future, the parties agree to the following rules governing the proposed position re-alignment:

1. Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:
 - (a) requests to decrease regular hours of work shall be made in writing by the Regular Employee;
 - (b) a request to decrease regular hours of work shall indicate the requested number of Shifts in a bi-weekly cycle;
 - (c) where the aggregate hours vacated as a result of Regular Employees exercising this voluntary reduction in their normal hours equals or exceeds zero point four two (0.42) FTEs, a position will be deemed vacant and shall be posted for applicants from within the bargaining unit;
 - (d) where the aggregate hours vacated as a result of Regular Employees exercising this voluntary reduction in their normal hours is less than zero point four two (0.42) FTEs the residual hours may be offered to Regular Part-time Employees, in seniority order, or may be posted as a vacant position for applicants from within the bargaining unit.
2. Increasing regular hours of work for Regular Part-time Employees:
 - (a) where the aggregate of vacated residual hours and/or new hours is less than zero point four two (0.42) FTEs, the hours may be offered, in whole or in part, to Regular Part-time Employees, in seniority order, or may be posted for applicants from within the bargaining unit;
 - (b) where the aggregate of vacated residual hours and/or new hours equals or exceeds zero point four two (0.42) FTEs, a position will be deemed vacant and shall be posted for applicants from within the bargaining unit, in accordance with Article 14;

- (c) where there are no qualified internal applicants the remaining Shifts shall be offered, in whole or in part, to Regular Part-time Employees, in seniority order;
 - (d) a Regular Part-time Employee may achieve regular full-time status through the operation of this Letter of Understanding.
3. Where an Employee's request pursuant to this Letter of Understanding is approved, the Employer shall notify the affected Employee in writing and confirming the resulting hours of work, which shall be in accordance with the Collective Agreement.
 4. Copies of all Employee requests and Employer responses arising under this Letter of Understanding shall be provided to the Union.
 5. An Employee whose regular hours of work are altered through the operation of this Letter of Understanding shall not be required to serve a trial period.
 6. Agreement to alter an Employee's regular hours of work in accordance with this Letter of Understanding shall not be considered a violation of Articles 14, 15, and 30 of the Collective Agreement, nor shall the letter be used to circumvent the position vacancy posting and bidding provisions of Article 14, and the layoff and recall provisions of Article 15 in circumstances where a position has become vacant.

LETTER OF UNDERSTANDING

BETWEEN

REVERA LONG TERM CARE

AND

UNITED NURSES OF ALBERTA LOCALS #107, #137, #210, #235, #401, #410

RE: RETENTION AND RECRUITMENT INITIATIVES

WHEREAS the parties agree that:

- * Recruitment is a critical factor in addressing retention and workload concerns of current Employees.
- * Recruitment approaches must balance the need for new Employees, while respecting current Employees.
- * It is desirable to recruit and retain both experienced Employees and Employees entering the workforce.
- * The retention of current Employees and recruitment of new Employees are shared priority issues.
- * There is value in early collaboration for effective problem solving.

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

I. RETENTION OF EXPERIENCED EMPLOYEES

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

1. Retention Recognition

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

- (b) Subject to paragraph 1(a) above, eligibility for the Special Long Service Pay Adjustment will be based upon the calendar years registered with any nursing licensing body.
- (c) Within ninety (90) days of:
 - (i) ratification of the Collective Agreement;
 - (ii) date of employment; or
 - (iii) achieving twenty (20) calendar years of nursing service;

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

2. This Letter of Understanding shall expire on the expiration of this Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN

REVERA LONG TERM CARE

AND

UNITED NURSES OF ALBERTA LOCALS #107, #137, #210, #235, #401, #410

RE: ARTICLE 34 OCCUPATIONAL HEALTH & SAFETY AND NURSING UNIT

Whereas the parties agree that Employee safety is of mutual importance, and

Whereas physical design, environmental layout, staffing, policies and practices differ amongst long-term care facilities, and

Whereas the optimal approach to assuring Employee safety is best addressed at the Local level by the Employer and the facility's standing Occupational Health & Safety Committee.

Now therefore the parties agree that:

1. For purposes of the application of Article 34.04, the Employer will describe premises designated as nursing unit(s) and advise the Union in writing within three (3) months of notice of ratification of this Collective Agreement.
2. Where either the Employee representative on the standing Occupational Health & Safety Committee or the Union identifies a concern relative to the Employer's description of nursing unit(s), the matter is to be referred to the Occupational Health & Safety Committee for review and recommendation.
3. Disputes under this Letter of Understanding may be disposed in accordance with Article 34.02(f) and 34.02(g).

LETTER OF UNDERSTANDING

BETWEEN

REVERA LONG TERM CARE

AND

UNITED NURSES OF ALBERTA LOCALS #107, #137, #210, #235, #401, #410

RE: DUES REMITTANCE

The parties agree to meet within ninety (90) days of January 1, 2016, to discuss the format and information contained with the remittance of Union dues. The purpose of such discussion is to explore the electronic provision of the information and additionally explore the provision of the following items:

- (i) Name of Employee;
- (ii) Classification;
- (iii) Category (Regular, Temporary, Casual); including Employees on recall;
- (iv) Full-time equivalency;
- (v) Date of Hire and for Regular and Temporary Employees, their seniority date;
- (vi) Address;
- (vii) Basic Rate of Pay;
- (viii) Long-term absence status

LETTER OF UNDERSTANDING

BETWEEN

RIVERVIEW CARE CENTRE (MEDICINE HAT)

AND

UNITED NURSES OF ALBERTA LOCAL #137

RE: FOUR ON/FOUR OFF SHIFT PREFERENCE AT RIVERVIEW CARE CENTRE

The Employer will maintain the current “four on/four off” Shift rotations:

1. Day Shift Two (2) .7 FTE Employees

However, if one (1) of the current .7 FTE Employees leaves their position, the Employer and Local may agree to amend the existing rotation.

Notwithstanding any provision of this Collective Agreement to the contrary, this letter shall expire at the conclusion of the term of this Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN

REVERA LONG TERM CARE

AND

UNITED NURSES OF ALBERTA LOCAL #107

RE: EXTENDED SHIFTS – MOUNT ROYAL CARE CENTRE

The following provisions shall apply to nurses working extended Shifts.

1. The Employer and the Union agree to implement a system employing extended working days. “Appendix A” as attached hereto indicates the applicable positions subject to the provisions for extended working days. Such list may be amended from time to time by agreement of the parties.
 2. Either party may terminate the agreement set out under #1 above by providing to the other party twelve (12) weeks notice in writing of such intent.
 3. Where the extended workday system is implemented or discontinued, the resulting change to the hours per Shift and Shifts per Shift cycle or a Part-time Employee shall not be deemed to be a violation of Article 30.01(a). Where such change occurs, the Employer shall issue a revised letter to the affected Employee(s) within ten (10) calendar days of the date of change.
 4. 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.
 5. Full-time Employees:
 - (A) Amend Article 7.01(a) to read:
 - 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
 - i. Eleven point two five (11.25) consecutive hours per day; and
 - ii. Seventy-eight point seven five (78.75) hours bi-weekly
- and except where overtime is authorized, a regular Shift shall be twelve point two five (12.25) hours per day and shall include three (3) rest periods of fifteen (15) minutes and exclude two (2)

unpaid meal periods of thirty (30) minutes each. Two (2) or more meal periods or rest periods may be combined by agreement between the Employer and Employee.

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

- 7.02 (c) Except in cases of emergency or by mutual agreement between an Employee and the Employer, Shift schedules shall provide for:
- i. at least eleven point two five (11.25) hours off duty between extended Shifts;
 - ii. Seven (7) scheduled days of rest in a fourteen (14) day period, of which two (2) days of rest must be consecutive and are to be scheduled for alternating weekends. "Weekend" is defined as a Saturday and the following Sunday, which provides for a minimum of fifty-nine point seven five (59.75) hours off duty. Where possible, Employee's 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;
 - iii. where possible, one (1) weekend in each four (4) shall be an extended weekend. Extended weekend shall mean a Saturday and the following Sunday assuring a minimum of eighty-three point seven five (83.75) hours off duty.
 - iv. Not more than four (4) consecutive extended Shifts nor more than four (4) extended Shifts per week.

6. Part-time Employees:

(A) Amend Article 30.01(a)(i) to read:

- 30.01 (a) 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. The regular hours of work shall be:
- i. eleven point two five (11.25) consecutive hours per day; and
 - ii. less than seventy-eight point seven five (78.75) hours bi-weekly.

Except where overtime is authorized, a regular Shift shall be twelve point two five (12.25) hours per day and shall include three (3) rest periods of fifteen (15) minutes and exclude two (2) unpaid meal periods of thirty (30) minutes each. Two (2) or more meal periods or rest periods may be combined by agreement between the Employee and the Employer.

The Employer and the Union agree that 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.

(B) Amend Article 30.01(b)(i) to read:

30.01 (b) (i) Shift Schedules

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

- i. at least eleven point two five (11.25) hours off duty between extended Shifts;
- ii. seven (7) scheduled days of rest in a fourteen (14) day period, of which two (2) days of rest must be consecutive and are to be scheduled for alternating weekends. "Weekend" is defined as a Saturday and the following Sunday, which provides for a minimum of fifty-nine point seven five (59.75) hours off duty. 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;
- iii. Where possible, one (1) weekend in each four (4) shall be an extended weekend. Extended weekend shall mean a Saturday and the following Sunday assuring a minimum of eighty-three point seven five (83.75) hours off duty.

7. Overtime

(A) Amend 8.01(a) to read:

- 8.01 (a) overtime is all time authorized by the Employer and worked by the Employee. Overtime at the rate of two times (2X) the Employee's basic hourly rate of pay shall be paid to all Employees for;
- i. all hours worked in excess of eleven point two five (11.25) consecutive hours, or on scheduled days of rest;
 - ii. all hours worked in excess of seventy-eight point seven five (78.75) hours bi-weekly.

8. Vacation Entitlement

(A) Amend Article 17.92(a) to read:

17.02 (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay 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:

- | | |
|-------------------------------|--------------------------------------|
| (i) Less than one year | prorated to a maximum of 78.75 hours |
| (ii) One year or more | 116.25 working hours per year |
| (iii) Three years or more | 155 working hours per year |
| (iv) Fifteen years or more | 193.75 working hours per year |
| (v) Twenty-five years or more | 232.5 working hours per year |

(B) Amend Article 17.02(c) to read:

17.02 (c) Supplementary Vacation

Regular Employees shall qualify for a one-time supplementary paid leave, over and above normal annual vacation as provided in Article 17.01 above and as set out below. Utilization of this one-time bonus vacation is limited to the twelve (12) month period immediately following the described anniversary below and is subject to the established provisions governing the scheduling of vacation, in accordance with Article 17.03. There is no carry over or carry forward privilege for any portion of bonus vacation which remains unused at the end of the twelve (12) month limited period. If bonus vacation remains unused at the end of the twelve (12) month limited period, then the unused portion will be paid out. For Regular Part-time Employees this bonus vacation time is paid on a pro-rata basis in accordance with the ratio of the Part-time Employee's scheduled bi-weekly hours compared to the scheduled bi-weekly hours for a Full-time Employee.

This provision also applies to all Regular Employees who have attained their anniversary as set out below, as of the date of ratification, and takes effect for the vacation year which commences January 1, 2009.

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Regular Employees shall qualify for a one-time supplementary paid leave of 38.75 hours;
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Regular Employees shall qualify for a one-time supplementary paid leave of 38.75 hours;

- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Regular Employees shall qualify for a one-time supplementary paid leave of \$38.75 hours;
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Regular Employees shall qualify for a one-time supplementary paid leave of \$38.75 hours;
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Regular Employees shall qualify for a one-time supplementary paid leave of \$38.75 hours.

9. Named Holidays

(A) Amend 18.01(a) to include the following:

18.01 (a) (iii) It is agreed that a Full-time Employee covered by this Article shall be entitled to eleven (11) Named Holidays as set out in 18.01 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 eighty-five point two five (85.25) hours per annum.

(B) Amend 18.02 by adding (c) to read:

18.03 (c) Pay for the day referred to in (a) and (b) shall be for 7.75 hours.

10. Sick Leave

(A) Amend 19.02(a) to read:

19.02 (a) Employees who have not completed their probation shall not be entitled to sick leave. Employees who have completed their probationary period shall be credited with thirty-four point eight seven five hours (34.875) of sick leave and shall then accumulate sick leave credits at a rate of eleven point six two five (11.625) hours for each full month of service to a maximum credit of nine hundred and thirty (930) hours.

(B) Amend 19.03 to read:

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

(C) Amend 19.05 to read:

19.05 When an Employee has accrued the maximum sick leave credits of nine hundred and 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.

(D) Amend Article 30.01(f)(i) to read:

30.01 (f) (i) Part-time Employees shall accumulate sick leave benefits on the basis of eleven point six two five (11.625) hours per month, prorated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee referred to in 9(a) above.

SCHEDULE A

As per paragraph #1 of this Letter of Understanding, the following positions and Shift patterns are covered by the Extended Hours Agreement:

1. One (1) Full-time days
2. One (1) Full-time days
3. One (1) Full-time nights
4. One (1) Full-time nights

SALARY APPENDIX**Registered Nurse
Registered Psychiatric Nurse**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
January 1, 2017 (current)	\$36.85	\$38.27	\$39.70	\$41.11	\$42.54	\$43.94	\$45.36	\$46.71	\$48.37
January 1, 2018	\$36.85	\$38.27	\$39.70	\$41.11	\$42.54	\$43.94	\$45.36	\$46.71	\$48.37
January 1, 2019	\$36.85	\$38.27	\$39.70	\$41.11	\$42.54	\$43.94	\$45.36	\$46.71	\$48.37
January 1, 2020	\$36.85	\$38.27	\$39.70	\$41.11	\$42.54	\$43.94	\$45.36	\$46.71	\$48.37

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

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
January 1, 2017 (current)	\$33.72	\$34.76	\$35.49	\$36.13	\$36.71	\$37.48	\$38.68	\$39.79	\$41.19
January 1, 2018	\$33.72	\$34.76	\$35.49	\$36.13	\$36.71	\$37.48	\$38.68	\$39.79	\$41.19
January 1, 2019	\$33.72	\$34.76	\$35.49	\$36.13	\$36.71	\$37.48	\$38.68	\$39.79	\$41.19
January 1, 2020	\$33.72	\$34.76	\$35.49	\$36.13	\$36.71	\$37.48	\$38.68	\$39.79	\$41.19

Undergraduate Nurse

January 1, 2017 (current)	\$27.68
January 1, 2018	\$27.68
January 1, 2019	\$27.68
January 1, 2020	\$27.68

APPENDIX “A” HEALTH BENEFITS PLAN

In accordance with Article 21 – Health Benefits Plan, the Employer’s plan will provide for the following:

- * eligibility for Regular Full-time and Regular Part-time Employees and their qualified dependents
- * coverage commences after completion of 90-day probationary period
- * If you are a Full-time Employee, coverage is mandatory. Except where the Employee has suitable coverage elsewhere (for example through a spousal plan) may waive (in writing) coverage under Alberta Medicare, extended health benefits (which includes vision care), dental plan.
- * If you are a Part-time Employee, you will be required to pay a portion of the benefit cost, so you have the option of enrolling for benefits. Please see section on cost below.
- * Full-time Employees may not waive coverage for life insurance, accidental death and dismemberment insurance, long-term disability insurance.
- * Alberta Provincial Medicare Plan – 100 % Employer paid premiums
- * **Life insurance –**
 - o 100% Employer paid premiums
 - o principal amount of coverage: one times (1 X) basic annual earnings, rounded to next higher \$1,000
 - o coverage ceases on the earlier of termination of employment, retirement or age 70
- * **Accidental death and dismemberment –**
 - o 100% Employer paid premiums one times (1 X) basic annual earnings, rounded to next higher \$1,000
 - o coverage ceases on the earlier of termination of employment, retirement or age 70
- * **Extended health benefits**
 - o major medical benefits, including vision care
 - o 100% Employer paid premiums for Full-time Employees
 - o pro-rated for Part-time Employees (see section on cost below)
 - o 80% reimbursement

The following eligible expenses are included (for more detail see the benefit provision pages provided):

- * Semi-private hospital
- * Convalescent hospital at \$20 per day for 120 days per disability
- * Chronic hospital at \$3 per day for 120 days per disability
- * Drugs that legally require a prescription

- * Vision care of \$400 every two (2) years per covered person, includes eye examinations and reimbursement for frames, spectacle lenses and the fitting of prescription glasses or contact lenses.
- * Medically necessary contact lenses at \$200 every two (2) calendar years, if they are prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus or aphakia, and if visual acuity can be improved to at least the 20/40 level by contact lenses only
- * Hearing aids at \$300 every five (5) years
- * Paramedical practitioners including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist and psychologist are covered at \$350 per practitioner every year. Psychologist will be payable at 50% of expense incurred.
- * Orthopedic shoes for one pair less the cost of ordinary shoes to a maximum of \$400 per year.
- * Orthotics to a maximum of \$400 per year
- * Private duty nursing when medically required to a maximum of ninety (90) eight-hour Shifts per year.
- * Out-of-country emergency expenses to a maximum of \$1,000,000 per lifetime.
- * Manuassist travel assistance benefits.
- * Surgical Stockings/Compression Hose, two (2) pair per year.

Coverage ceases upon termination or in accordance with the provisions of the plan.

- * **dental plan** – 100% Employer paid premiums for Full-time Employees. Pro-rated for Part-time Employees (see benefit cost below)
- * basic treatments – 80% reimbursement
- * major treatments – 50% reimbursement
- * maximum annual reimbursement per covered person for basic and major treatments combined is \$3,000
- * orthodontic treatments – 50% reimbursement – dependent children up to age 19 years, lifetime maximum benefit of \$3,000
- * reimbursement based on “current year” fee guide

Coverage ceases upon termination or in accordance with the provisions of the plan.

- * **long-term disability** – 100% Employee paid premiums
- * mandatory for Full-time Employees
- * voluntary for Part-time Employees who work at least thirty (30) hours bi-weekly
- * 17-week elimination period
- * 66.67% of basic monthly earnings, to a maximum of \$4,000 per month

- * covers total disability from own occupation for first 24 months, thereafter eligibility requires total disability from any occupation
- * coverage ceases on the earlier of termination of employment, retirement or age 65 less the elimination period

Benefit Cost:

If you are a Full-time Employee, the Employer will pay 100% of the cost for all benefits except Long-Term Disability.

Part-time Employees will pay a pro-rated portion of the benefit premiums based on the hours worked in the prior month as compared to the regular hours and cost sharing of a Full-time Employee.

- * For example, if you work forty-five (45) hours bi-weekly, the following illustration shows the percentage of benefit costs that will be paid by the Employer.

$$45.0/80.0 = 0.6 \times 100 = 60\%$$

- * This example determines that the Employer will pay 60% of the benefit cost for an Employee working forty-five (45) hours bi-weekly. You pay the full cost of the LTD benefits.

Where the benefits specified above 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 plans.

APPENDIX "B" RETIREMENT PLAN

In accordance with Article 29 - Retirement Plan, the Employer's plan will provide for the following:

- Eligibility** You must complete 6 months of service or 1007.5 hours worked, whichever is greater to make basic RRRP contributions.
- Participation in the plan is voluntary.
- You may make voluntary contributions to your RRSP account from your date of hire.
- RRSP** You can make contributions to an RRSP through payroll deductions.
- The basic contribution rate is 1%, 2%, 3.5%, 4.5% or 5.5% of earnings.
- Pension** In accordance with Article 29.01(a), [JA11]Employer will match your basic contributions.
- Voluntary RRSP** Voluntary contributions can be made by payroll deduction as an additional percentage of your salary (up to 9.99%) or a flat dollar amount (minimum \$10 per pay). In addition, you have the option to make a lump sum contribution to your RRSP through a personal cheque payable to Manulife Financial.
- Spousal RRSP** Your basic and/or voluntary RRSP contributions can be made in your spouse's name. This option is used to equalize retirement income between you and your spouse, thereby minimizing taxes payable during your retirement.
- Investment** You choose how to invest your retirement savings. All pension and RRSP funds are held by Manulife Financial in the investment fund of your choice. You have the ability to diversify your investments and make changes to your selections on an ongoing basis. You will receive a PIN number enabling you to review your investments by telephone or internet.
- Administration** You will receive two statements per year showing details of your account transactions in January and July.
- Withdrawals RRSP funds may be withdrawn upon your request subject to federal withholding tax. There is no charge for the first withdrawal in a calendar year. Thereafter a fee of \$25 will be deducted from each withdrawal you make.
- No withdrawal of pension funds is permitted.
- Termination** If you leave the Company, the assets you have accumulated under the RRSP and the pension plan can be transferred to your new plan or to an individual RRSP.

Retirement

When you retire from Revera you have some choices to make.

RRSP funds may be:

- Surrendered for cash, less applicable taxes
- Transferred to an individual RRSP
- Used to purchase a Registered Retirement Income (RIF)
- Used to purchase a Life Annuity

Pension funds may be:

- Used to purchase a Life Income Fund (LIF)
- Used to purchase a Life Annuity

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

Signed in Edmonton and Calgary, Alberta this _____ day of _____, 2022.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

Date: _____

Date: _____