

COLLECTIVE AGREEMENT

BETWEEN

VENTA CARE CENTRE LTD.

AND

UNITED NURSES OF ALBERTA

LOCAL #226

SEPTEMBER 1, 2017 – AUGUST 31, 2024

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COLLECTIVE AGREEMENT made this 4th day of May 2022

BETWEEN

VENTA CARE CENTRE LTD.

(hereinafter referred to as the “Employer”)

AND

THE UNITED NURSES OF ALBERTA, LOCAL #226

(hereinafter referred to as the “Union”)

PREAMBLE

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

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

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF 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 September 1, 2017 up to and including August 31, 2024, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been concluded or until a strike or lockout commences.

ARTICLE 2: DEFINITIONS

- 2.01 “Arbitration” shall take meaning from the section of the *Labour Relations Code R.S.A. 2000, C. L-1 and Regulations* dealing with the resolution of a difference.
- 2.02 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix exclusive of all other allowances and premium payments.
- 2.03 “Cycle of the Shift Schedule” shall mean the period of time when the Shift cycle repeats itself and the cycle shall not exceed twelve (12) weeks.
- 2.04 Designated Days of Rest (X-day) shall mean scheduled days where an Employee cannot be required to work unless by mutual agreement. If the Employee has worked on a Designated Day of Rest (X-day), then the missed X-day may be rescheduled at a mutually agreeable future date in the Shift cycle.
- 2.05 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled Shifts of a continuing nature;
- (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7: Hours of Work and Shift Scheduling Provisions;
- (ii) “Part-time Employee” is one who is hired to work for scheduled Shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Shift Scheduling Provisions.
- (b) “Casual Employee” is one who:
- (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 30.03(a)(i); or
- (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
- (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
- (c) “Temporary Employee” is one who is hired on a temporary basis for a Full-time or Part-time position:
- (i) for a specific job of more than three (3) months but less than twelve (12) months; or

- (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.06 “Employer” shall mean Venta Care Centre Ltd. and shall include such persons as may be appointed or designated to carry out administrative duties in respect of the operation and management of the Facility.
- 2.07 (a) “Certified Graduate Nurse” means a person whose name is in the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act, R.S.A. 2000, c. H-7* and Regulations.
- (b) “Graduate Psychiatric Nurse” means a person who holds a provisional registration permit pursuant to the *Health Professions Act and Regulations*.
- (c) “Graduate Nurse – Provisional Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.
- (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide direct nursing care but is not a Certified Graduate Nurse, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.08 Facility shall mean the care centre administered by Venta Care Centre Ltd. (Long-Term Care).
- 2.09 “Pay Period” shall mean two (2) consecutive calendar weeks.
- 2.10 “Registered Nurse” means a person who has been issued a certificate of registration as a Registered Nurse pursuant to the *Health Professions Act and Regulations* and who holds an annual certificate.
- 2.11 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a Registered Psychiatric Nurse pursuant to the *Health Professions Act and Regulations* and who holds an annual certificate.
- 2.12 “Shift” means a daily tour of duty of not less than three (3) consecutive hours exclusive of overtime hours.
- 2.13 (a) “Union” shall mean the United Nurses of Alberta.
- (b) “Local” shall mean the local branch of the Union.
- 2.14 The singular shall mean the plural and vice versa as applicable.

- 2.15 The feminine or masculine means all gender identities and/or gender expressions.
- 2.16 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.17 “FTE” means full-time equivalent.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit of Employees described in the Alberta Labour Relations Code, Board Certificates No. C-48-2009 as “All Employees when employed in Direct Nursing Care or Nursing Instruction.” The Employer agrees to recognize the duly elected or appointed representatives of the Union.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 A request by an Employee for Union representation at any meeting with the Employer shall not be denied. However, no meeting shall be delayed as a result of the unavailability of a Union representative.
- 3.04 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.
- 3.05 Where a provision of the Collective Agreement refers to a requirement for some form of communication, 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.

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

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

5.01 (a) The Employer shall deduct from the Gross Earnings (exclusive of Disability benefits) of each Employee covered by this Collective Agreement monthly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the twenty-second (22nd) day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made specifying the amounts of Union dues deducted and Gross Earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.

- (b) The Employer shall provide to the Union monthly, in an electronic format, a listing of Employees specifying the following:

- (i) Name of Employee;
- (ii) Classification;
- (iii) Category (Regular, Temporary, Casual);
- (iv) Regular Hours of Work (FTE's);
- (v) Date of Hire;
- (vi) For Regular and Temporary Employees, their seniority date;
- (vii) Long-term absence status (where applicable);
- (viii) Address; and
- (ix) Basic Rate of Pay.

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 Union dues shall be deducted on a bi-weekly or monthly basis depending upon the pay system of the Employer and submitted to the Union in accordance with Article 5.01(a).

- 5.04 The Employer shall provide a bulletin board in the Medication Room for the exclusive use of the Local, and for the sole purpose of posting information related to the Local's activities. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 (a) A representative of the Local shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation. Such attendance by the Employee(s) shall be at no loss of regular earnings.
- (b) The Employer shall advise the Local President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Local President or designate the number of new Employees expected at the orientation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union 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.
- (b) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.06(a) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a fifteen percent (15%) administration fee. The Employer shall invoice the Union and the Union shall reimburse the Employer within 45 days of receipt of Employer's invoice.
- 5.07 Union dues are a fixed percentage of the Employee's Gross Earning as per United Nurses of Alberta and Local 226. For details, please see your Local Representative.

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 or 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 SHIFT SCHEDULING PROVISIONS7.01 *Regular Hours of Work*

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
 - (i) seven point five (7.50) consecutive hours per day;
 - (ii) seventy-five (75.0) hours in a two week period averaged over one complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working Shift of seven point five (7.50) hours.
 - (ii) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours. In the event the Employee is unable to take a break due to work requirements, the missed break may be taken at some other time during the Employee's Shift.
 - (iii) the Employer shall have in place a policy outlining a mechanism to deal with missed breaks.
 - (iv) Employees who are not able to take their missed meal periods, excluding those under article 7.01(b)(v), at some other time during the Employee's Shift shall be paid at the Employer's Basic Rate of Pay.
 - (v)
 - A. Although meal periods are excluded in the calculation of regular hours of work, a charge nurse working night Shifts is required to be readily available for duty during their meal period and shall be paid at their Basic Rate of Pay.
 - B. A nurse in charge working night Shift and being paid for their meal period is not entitled to Shift differential during the meal period.
- (c) 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) Except by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least fifteen point five (15.5) hours off duty between scheduled Shifts;
 - (ii) at least two (2) consecutive days of rest;
 - (iii) days of rest on one-half ($\frac{1}{2}$) of the weekends averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean the Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iv) not more than six (6) consecutive scheduled days of work.

7.03 *Schedule Posting*

- (a) Shift schedules shall be posted six (6) weeks in advance;
- (b) Notwithstanding Article 7.03(a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Union.

7.04 *Schedule Changes*

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

- (c) When a schedule change is necessary to accommodate the resolution of a disciplinary action, the fourteen (14) days' notice of change shall not apply.

7.05 *Shift Relief*

- (a) The Employer shall provide an availability calendar to be completed and submitted to the scheduling office by the Employee on a monthly basis.
- (b) Where a previously scheduled Shift becomes vacant, the Shift shall be offered to Regular Employees in order of seniority in accordance to the availability calendar before being offered to Casual Employees.
- (c) For the purpose of Article 7.05 seniority shall not apply to a Regular Employee who:
 - (i) would incur overtime unless the Employee is willing to waive the overtime in writing;
 - (ii) has already worked a full Shift on that day;
 - (iii) has reached a 1.0 FTE in a two (2) week period.
- (d) Notwithstanding Article 7.05(c), the Employer shall pay the overtime rate to the Employee who agrees to work a Shift relieving for an absence where there are no Casual Employees available for the Shift in question and all the Regular Employees would incur overtime.
- (e) Notwithstanding Article 7.02, no Employee shall be permitted to work in excess of twelve (12) Shifts in a two (2) week period.

7.06 *Employee Shift Exchange*

- (a) Employees may exchange Shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employees immediate supervisor or designate; and
 - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing;
 - (iv) such Shift exchange shall not incur overtime pay.
- (b) Such exchange shall be recorded on the Shift schedule.
- (c) Except for Article 7.05(e), such exchange shall not be deemed a violation of the scheduling provisions of this Article.

- 7.07 The parties may agree to implement a system of extended working days and resultant compressed work week.
- 7.08 The agreement to implement a system of extended working days and resultant compressed work week can be terminated at any time by either party upon a six (6) weeks written notice of such intent duly served to the other party.
- 7.09 *Reporting Pay*
- (a) Unless in exceptional situation, where an Employee has been scheduled for a Shift, either regular or additional, the Employer may cancel the Shift with twelve (12) hours notice.
 - (b) Where the Employer must cancel the Shift with less than twelve (12) hours notice, but prior to the Employee reporting for work, the Employer shall pay the Employee two (2) hours at their Basic Rate of Pay.
 - (c) In the event that an Employee reports for work as scheduled and prior to the commencement of the Shift, is requested by the Employer to leave and report for a later Shift, 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.
- 7.10 The Employer shall not unreasonably refuse to implement a contractually compliant Shift schedule developed by the Employees and the Union which provides appropriate professional coverage as determined by the Employer and does not result in an increase in cost to the Employer.

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee;
- (i) in excess of seven point five (7.50) hours per day;
 - (ii) in excess of seventy-five (75) hours in a two week period;
 - (iii) on designated days of rest, unless mutually agreed between the Employer and the Employee except that an Employee with less than a .6 FTE shall not be entitled to overtime for working on designated days of rest unless the Employee is mandated to work by the Employer, the Employee has worked more than seven point five (7.5) hours/day or seventy-five (75) hours/two (2) week period or the Employer has unilaterally changed the Employee's Shift schedule without proper notice.
- (b) Overtime must be approved in advance by the Employer unless there is an emergency. The Employer will 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) The Employer shall provide the Employees with overtime forms which shall be signed by the Employer or their delegate and a signed copy shall be given to the Employee.

- 8.02 The overtime rate of two times (2X) the Basic Rate of Pay shall be paid for overtime worked.
- 8.03 Overtime may be accumulated and taken in time off at a mutually agreeable time at the applicable overtime rate. Accumulated overtime credit not taken by the last pay period of March in any given years shall be paid out to the Employee at the rate in effect at the time the overtime was originally worked.
- 8.04 The total accumulated overtime credit shall be recorded on each payroll stub.
- 8.05 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work.
- 8.06 No Employees shall have their approved vacations cancelled or rescheduled by the Employer unless due to a critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has their vacations cancelled by the Employer shall be considered to be working overtime during the period of the cancelled vacation and shall be paid in accordance with this Article 8: Overtime. Where the Employer and the Employee mutually agree to reschedule the cancelled vacations at a later date, all hours worked during the cancelled vacations shall be at Basic Rate of Pay. Where the Employee or the Employer do not agree to reschedule the cancelled vacations and the Employee is paid overtime for the period worked during the cancelled vacations, the Employee is deemed to have taken the said vacations. The Employer shall also reimburse the Employee all non-refundable costs related to the cancelled vacation.
- 8.07 Rest periods and meal breaks shall be scheduled in accordance to Article 7.01(b)
- 8.08 In the event an Employee works a double Shift, the Employee shall be provided with access to a meal and snacks at no cost to the Employee during the second Shift.
- 8.09 The Employer shall endeavor to minimize the use of mandatory overtime.

ARTICLE 9: GRIEVANCE PROCEDURE

9.01 *Communication*

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this

Article and Article 10: Arbitration shall be sufficient if sent by registered mail or delivered to the President or Secretary of the Local except where an alternate person is specified in advance by the Union in writing.

- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 10: Arbitration shall be sufficient if delivered to the CEO of Venta Care Centre Ltd. or in their absence, their designate.
- (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.

9.02 *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: Named Holidays.
- (b) Time limits may be extended by mutual agreement in writing. All time limits in this Article are directory, and intended to enable timely resolution of disputes.

9.03 *Dispute Between the Employer and the Employee(s)*

(a) **Step 1 (Initial Discussion)**

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. If the dispute is not resolved satisfactorily, within two (2) days of the date of the discussion, it may then become a grievance and be advanced to Step 2.

(b) **Step 2 (Filing the Grievance)**

The grievance shall be submitted in writing to the Director of Nursing Care with a copy of the grievance sent to the CEO within twelve (12) days of the date the Employee, the Employer, or the Union or Local first became aware of 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 Employer shall be communicated, in writing, to the Union within seven (7) days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) Step 3 (Resolution Meeting)

- (i) The parties shall meet for the purpose of resolving the grievance within twenty (20) days from the date the grievance was filed. During the said meeting, the parties agree to share all relevant information and to engage in a meaningful discussion. The representatives of the parties sitting at the resolution meeting shall have the authority to resolve the grievance. The Employee shall have the right to be accompanied by a Union representative.
- (ii) If the grievance is not resolved during the Step 3 meeting, the Employer shall communicate their decision within seven (7) days from the date of the meeting.

(d) Step 4 (Arbitration)

If the decision of the Employer is not acceptable to the Union, it may submit the grievance to Arbitration as hereinafter provided within seven (7) days of receipt of the Employer's decision.

- (e) Notwithstanding Step 3 resolution meeting, a meeting may be held at any step of the grievance procedure.

9.04 *Disputes Between the Parties***(a) Group Grievance**

If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed there from in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.

(b) Policy Grievance

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 and processed there from in the same manner as an individual grievance, in writing, to the Director of Resident Care or Local Union President, by a representative of the aggrieved party within twelve (12) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

- (c) If the policy grievance is an Employer grievance, it shall be directed to the President of the Union or their designate and the President or their designate shall render a written reply within seven (7) days of receipt. Upon receipt of

response, or failure to reply, the Employer may advance the grievance to Arbitration.

9.05 *Default*

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

9.06 *Meetings*

- (a) An Employee shall have the right to be accompanied by a Union and/or Local representative at any meeting described in this Article.
- (b) For purposes of this Article, meetings can be held face-to-face, via telephone or videoconference. Efforts to meet in-person will be made by both parties to the greatest extent possible.
- (c) 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.

9.07 *Grievance Mediation*

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one jointly selected mediator shall meet with the parties and within five (5) days of the request,

- (a) investigate the dispute;
- (b) define the issue(s) in dispute; and
- (c) make written recommendations to resolve the dispute.

During the proceedings, the parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged. The fees and expenses of the mediator shall be borne equally by the parties to the dispute.

ARTICLE 10: ARBITRATION

- 10.01 Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing of 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.
- 10.02 Within seven (7) days after receipt of notification provided for in Article 10.01 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.
- 10.03 Where appointees to a Board have been named by the parties, they shall, within seven (7) days, endeavor 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.
- 10.04 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.
- 10.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.
- 10.06 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, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator or Board may substitute any penalty for the discharge or discipline that to the arbitrator or Board seems just and reasonable in all the circumstances.
- 10.07 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.

- 10.08 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 10.09 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: Named Holidays.

ARTICLE 11: PROBATIONARY PERIOD

- 11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. Subject to a written agreement between the Local and the Employer, the probationary period may be extended once, not to exceed an additional 232.5 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to its completion. Where there is no written performance evaluation, the Employee's performance is deemed suitable and satisfactory.
- (b) If required, the Employer's evaluation(s) shall include written notice 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, then such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.
- 11.03 The Employer shall provide a paid orientation period for all new Employees, which shall include general Facility orientation. Where the Employee will be on rotating Shifts, the first two (2) Shifts on days, evenings, and nights shall be under guidance and supervision. Any further orientation required may be determined by the Employer, in consultation with the Employee. However, a request by an Employee for additional orientation shall not be unreasonably denied by the Employer.

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 within the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:
- (i) service as a bargaining unit Employee in direct nursing care or community health nursing; and

- (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause

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

12.02 Seniority shall be considered in determining:

- (a) Assignment of available Shift schedules for Regular Employees with the same FTE in the work unit as defined under Article 2: Definitions and subject to the provisions of Article 7: Hours of Work and Scheduling Provisions;
- (b) Promotion and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers and Vacancies;
- (c) Layoff and recall subject to the provisions specified in Article 15: Layoff and Recall; and
- (d) Approval of vacation times subject to the provisions specified in Article 17: Vacations with Pay;

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

- (a) When an Employee's employment ceases with the Employer;
- (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: Layoff and Recall, an Employee does not return to work on recall.

12.04 Seniority Lists

- (a) Provision of Seniority Lists

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

- (i) within three (3) months of date of signing of this Collective Agreement, and
 - (ii) annually thereafter, and
 - (iii) when Employees have been served a notice pursuant to the provisions of Article 15.01(a) or 15.02(b).
- (b) Contents of Seniority Lists

The seniority list shall contain the name and seniority date of each Regular and Temporary Employee in chronological order.

(c) Correction of Seniority Lists

The Union or Local may question or grieve any inaccuracy in the seniority information provided under Article 12.04(a). As a result, the seniority list will be adjusted accordingly.

(d) Where an Employee claims previous service under Article 12.01(b)(ii), the Local 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 An Employee who has accrued seniority with this Employer or another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six 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 and 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.

ARTICLE 13: PERFORMANCE APPRAISALS

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.

(c) An Employee who has not received an evaluation in the last twelve months may request one. Such request shall be granted in a timely manner.

- (d) In the event there is a Letter of Expectation on the Employee's personnel file, the matters addressed therein may be incorporated into the evaluation. After the evaluation is completed, the Letter of Expectation shall be removed from the personnel file. Should the Letter of Expectation not be addressed in the evaluation, it is deemed to be removed from the personnel file.
- 13.02
- (a) All performance appraisals shall be in writing and shall be conducted by the Employee's immediate supervisor in an excluded management position.
 - (b) Meetings for the purpose of the evaluation interviews shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the interview the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation interview. The Employee shall sign their evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within ten (10) days of the interview and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03
- (a) The Employee may view their personnel file by appointment made at least two (2) working days in advance, exclusive of Saturdays, Sundays, and Named Holidays.
 - (b) When examining the personnel file, an Employee may, at their option, be accompanied by a Local and/or Union representative of their choice.
 - (c) An Employee shall be given a copy of the contents of their personnel file upon request, once in a calendar year or as reasonably needed.
- 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.
- 13.05 Performance appraisals are not grievable.

ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES

- 14.01
- (a) The Employer shall post notices of vacancies for all regular and temporary positions within the bargaining unit not less than seven (7) 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 seven (7) calendar days, the appointment shall be made on a temporary or relief casual basis only.

- (c) All notices of vacancy shall include:
- (i) a general description of the work;
 - (ii) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern (FTE shall be listed for informational purposes only);
 - (iii) the commencement date for the position which may be altered by mutual agreement between the Employee and the Employer; and
 - (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.

- (d) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.
- (e) (i) a temporary position is defined as a specific job of limited term exceeding three (3) months duration or a leave of absence granted for a period of longer than three (3) months.
- (ii) temporary positions may be extended by mutual agreement between the Employer and the Local. Such agreement shall not be unreasonably withheld.
- (iii) at the completion of the term of a temporary position:
- (f) A Regular Employee occupying a temporary position shall be reinstated in their former position.
- (g) A Casual Employee occupying the position shall resume the terms and conditions of a Casual Employee at the completion of the temporary position.
- (h) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.
- (i) Applications for vacancies shall be made to the Employer in writing and shall specify the posting number.

14.02 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.

14.03 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and

shall remain posted for not less than eight (8) calendar days. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five (5) calendar days of the appointment.

- 14.04 (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty-five and one-half (325½) 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 their former position.
- 14.05 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.
- 14.06 At the time of hire, or transfer, or change of category in accordance with Article 30.01, 30.02 or 30.03, all Employees shall receive a letter which shall include the following:
- (a) Category (Regular, Temporary or Casual);
- (b) Classification;
- (c) Number of hours per Shift and Shifts per Shift cycle (and FTE for informational purposes only);
- (d) Date of hire and transfer (if applicable); and
- (e) Increment level.

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

- 14.07 In instances where a Regular Employee accepts a regular or temporary position which is outside the scope of this bargaining unit the resultant vacancy shall be posted as a temporary position, not to exceed eighteen (18) months. During this period, the former Employee may be reinstated into their former position. The Local shall be notified whenever this clause is applied.
- 14.08 A request to transfer to Casual Status shall not be unreasonably denied.

ARTICLE 15: LAYOFF AND RECALL

- 15.01 (a) For the purposes of Article 15: Layoff and Recall, “ability to perform the work” shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.
- (b) The Employer and the Union shall meet prior to a planned reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.
- 15.02 **Notice**
- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail who are laid off fourteen (14) calendar days prior to the layoff, and shall forward to the Union and Local a copy of the notice of layoff forthwith, except that the fourteen (14) calendar days’ notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood or a work stoppage fourteen (14) calendar days’ notice is not required but up to two (2) weeks pay in lieu thereof shall be paid to affected Employees.
- 15.03 **Order of Layoff**
- (a) Subject to the provisions of Article 15.02(b), 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 15.02(a) would result in retaining Employees who do not have the ability to perform the work.
- 15.04 **Displacement**
- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall have the option to:
- (i) take a position which is vacant and for which the Employee has the ability to perform the work;

- (ii) displace an Employee with less seniority in a position 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 Local of such within ten (10) consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within 72 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of the Employee's decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
 - (i) place the Employee in any available vacant position of the Employer's choice 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 15.03 by serving notice pursuant to Article 15.02.
- (c) Where an Employee's position is eliminated and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which the Employee is employed exceeds that of the Employee.
- (d) An Employee shall not be entitled to displace an Employee in a higher rated classification.

15.05 **Recalls**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee has the ability to perform the work. 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 endeavor to offer such work to laid off Employees in order of their seniority provided the Employee has the ability to perform the work 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 sent either by mail or courier 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.

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

15.07 **Benefits**

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of a laid off Employee for a maximum of one (1) month premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

15.08 **Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Shift Scheduling Provisions, and 14: Promotions, Transfers and Vacancies.
- (b) Where an Employee works while on layoff in accordance with Article 15.04(b), the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.01(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 15.01 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.

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

ARTICLE 16: CHARGE PAY

- 16.01 (a) When there are no out of scope nursing managers in the Facility for a consecutive time period of two (2) hours or more, the Employer shall designate a Registered Nurse/Registered Psychiatric Nurse to be in charge in the Facility.
- (b) When an Employee who holds the position of a Registered Nurse/Registered Psychiatric Nurse is designated in charge, such Employee shall be paid an additional two dollars (\$2.00) per hour.
- (c) Basic orientation as defined in Article 11.03 of a new Employee shall be done by a more senior Registered Nurse/Registered Psychiatric Nurse.
- (d) The Employer shall prepare a document specifying the roles and responsibilities of a Registered Nurse/Registered Psychiatric Nurse designated in charge. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.

ARTICLE 17: VACATIONS WITH PAY17.01 *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 that calendar year.

17.02 *Vacation Entitlement*

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

- (a) Staff Nurse
- (i) during the first (1st) year of such employment, an Employee earns one (1) day per month of service to a maximum of ten (10) days; 4%
- (ii) after more than one (1) year of employment, an Employee earns a vacation of two (2) calendar weeks; 6%
- (iii) after more than four (4) years of employment, an Employee earns a vacation of three (3) calendar weeks; 8%

- (iv) after more than six (6) years of employment, an Employee earns a vacation of four (4) calendar weeks; 10%
- (v) after more than twelve (12) years of employment, an Employee earns a vacation of five (5) calendar weeks; 12%
- (b) Vacation pay will be paid out on June 15 and December 15 of each year. An Employee may request in writing to have holiday pay at any other time of the year.
- (c) A maximum of two (2) weeks vacation will be granted between June 15 and September 15. In special circumstances, a request may be considered. Documentation may be requested by the Employer.

17.03 *Time of Vacation*

- (a) All vacation earned during one (1) vacation year shall be taken by December 31st of the year in which they are earned, at a mutually agreeable time.
- (b) (i) The Employer shall post the vacation schedule planner by January 5th 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 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
- (ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall consider the request on a first come first served basis and indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.

17.04 The above provisions of sub-clauses 17.02(b) and 17.02(c) of Article 17: Vacations with Pay, shall be applicable up to, and including, December 31, 2010.

17.05 *Payment of Vacation Pay:*

- 17.02 (b) (i) A Regular Full-Time and Part-Time Employee shall be paid their vacation pay in accordance with the entitlement in sub-clause 17.02(a) based on their regularly scheduled hours at the time of their vacation and on the pay days coinciding with the period of vacation taken. Where a Part-Time Employee works additional straight time hours, vacation time for those additional hours worked shall be added to the Employee's vacation entitlement.

- (ii) A Temporary and Casual Employee shall be paid in addition to their Basic Rate of Pay the percentage identified below, commensurate with the Employee's entitlement, on each pay cheque:

10 days per year	4% of basic pay
15 days per year	6% of basic pay
20 days per year	8% of basic pay
25 days per year	10% of basic pay
30 days per year	12% of basic pay

- (c) There shall be no carryover of vacations, except with the approval of the Employer. An Employee may not waive a vacation period in lieu of pay. The Employer and the Employee shall endeavor to mutually agree on the scheduling of untaken vacation. If the Employer and the Employee are unable to mutually agree, the Employer shall schedule vacation time off for an Employee who has not taken their required vacation period.
- (d) Where vacation periods have been approved to be carried over into the next year, they will be paid as per sub-clause 17.02(a) as a portion of the entitlement from the year in which they were carried forward from.
- (e) A maximum of two (2) weeks' vacation will be granted between June 15 and September 15. In special circumstances a request may be considered. The Employer may request that an Employee provide documentation to the Employer.

ARTICLE 18: NAMED HOLIDAYS

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

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

and any day proclaimed to be a holiday by:

- (i) the Government of the Province of Alberta; or

- (ii) the Government of Canada, and
- (iii) any one (1) day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Facility is located.

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

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

18.03 (a) An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1½X) the Employee's Basic Rate of Pay plus:

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

(b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay plus:

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

(c) 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.

(d) In addition, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:

- (i) Effective January 1, 2023 for all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06
- (a) Unless otherwise requested, an Employee shall be so scheduled as to be provided with days off on four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four (4) holidays shall be either Christmas or New Year's Day.
 - (b) 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 off (i.e.: December 24 and 25; or December 25 and 26).
 - (c) 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 off.
 - (d) 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 R.S.A. 2000, c. W-15 and Regulations*.
 - (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 After 503.75 hours worked an Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1½) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted

from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 19.04 Employees may be required to submit satisfactory proof to the Employer or its agent of any illness, non-occupational accident or quarantine. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 19.05 When an Employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 19.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during their vacation period as stated in Article 19.06(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of illness falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 19.06(a), should an Employee be admitted to hospital as an "in-patient" during the course of their vacation, the Employee shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- 19.07 (a) An Employee who has been receiving Long-Term Disability (LTD) benefits and who is able to return to work and who is:
- (i) capable of performing the duties of their former position, shall provide the Employer with two weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability;
- (ii) incapable of performing the duties of their former position, but is capable of performing the duties of the Employee's former

classification, if applicable, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work and the Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.

- (iii) In reinstating an Employee under (ii), the Employer will consult with the Employee and the Union over possible suitable placements.
- (b) An Employee who does not qualify for LTD benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) month notice of their intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Layoff and Recall provisions of this Collective Agreement.
- (c) Any Employee who is displaced because of the provisions of this Article shall be entitled to displacement rights as per Article 15.03.

- 19.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of their accrued sick leave credits.
- 19.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 19.10 When an Employee is required to travel for the purposes of medical referral and/or treatment, the Employee shall have the right to utilize accumulated sick leave credits for such absence, provided the Employee has been given prior authorization by the Employer. The Employee may be required to submit satisfactory proof of such appointment.
- 19.11 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Shift Scheduling Provisions and 14: Promotions, Transfers and Vacancies.

ARTICLE 20: WORKERS' COMPENSATION

- 20.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board (WCB).

- (b) Employees will be eligible to apply for sick leave benefits in accordance with Article 19: Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
 - (i) the Employee has sick leave credits available; and
 - (ii) the Employee meets the eligibility requirements for sick leave as provided by Article 19 and;
 - (iii) the Employee assigns their WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out of sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive their benefits directly from the Workers' Compensation Board.

20.02 An Employee receiving compensation benefits under Clause 20.01 shall be deemed on Workers' Compensation leave and shall:

- (a) Remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
- (b) cease to earn vacation after thirty (30) days of being in receipt of WCB;
- (c) Not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

20.03 An Employee on Workers' Compensation leave 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 twenty-eight (28) days written notice or such shorter period of notice mutually agreed to by the Employee and Employer. Such advance notice shall not be required in the case of short-term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held immediately prior to the disability with benefits that accrued to the Employee prior the disability.
- (b) Incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall notify the Employer within twenty-eight (28) days of their readiness to return to work. The Employer will then reinstate the Employee to a position for which they are capable of performing the work entailed, with benefits that accrued to them prior to the disability.

- (c) Incapable of performing the duties of their former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which the Employee is eligible under Article 21: Employee Benefit Plan, or Article 19: Sick Leave.

20.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 14: Appointments, Transfers and Promotions, Article 7: Hours of Work and Article 30: Regular Part-time Employees.

ARTICLE 21: PREPAID HEALTH BENEFITS

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

- (a) Health Organizations Benefit Plan Supplementary Benefits or equivalent
 - (i) vision care coverage providing for eye exams and up to three hundred dollars (\$300.00) per year per person for corrective lenses.
 - (ii) eighty percent (80%) provision for all physician or dentist prescribed medication;
- (b) Alberta Health Care Insurance Plan;
- (c) The Health Organizations Benefit Plan or equivalent, inclusive of:
 - (i) Group Life Insurance - 1X basic annual earnings rounded to next highest one thousand dollars (\$1,000);
 - (ii) Accidental Death and Dismemberment (basic) - 1X basic annual earnings rounded to next highest one thousand dollars (\$1,000);
 - (iii) Short-Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);

- (iv) Long-Term Disability (income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period);
 - (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Major Services, and fifty percent (50%) of eligible Orthodontic Services. A maximum annual reimbursement of two thousand dollars (\$2,000) per insured person per benefit year shall apply to Major Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person.
- 21.02 (a) Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- (b) The parties agree that there shall be no substantive change to any benefits provided by the plan, without agreement between the Employer and the Union, unless such changes are required by legislation.
- 21.03 The premium costs shall be shared seventy percent (70%) by the Employer and thirty percent (30%) by the Employee.
- Effective January 1, 2023 the premium costs shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
- 21.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 21.05 (a) The Employer shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) The Employer shall advise the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01.
- 21.06 Such coverage shall be provided to Regular and Temporary Employees except for:
- (a) A Part-time Employee whose hours of work are less than fifteen (15) hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
 - (b) A Temporary Employee who is hired to work for a position of less than six (6) months;

which Employees are eligible to participate only in Articles 21.01(a), 21.01(b) and Article 21.01(c)(v) above.

ARTICLE 22: LEAVES OF ABSENCE

22.01 General Policies Governing Leaves of Absence

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 21: Prepaid Health Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union business, and the health related portion of maternity leave, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (f) An Employee, upon return to work from a leave of absence of six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

22.02 General Leave

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. If a request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.

22.03 Bereavement Leave

- (a) Employees will be permitted up to four (4) consecutive calendar days of leave with pay for the scheduled workdays missed in the event of a death in the

immediate family to attend the funeral. Immediate family means spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle. Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral or at the discretion of the Employer.

- (b) In the event of a death of a relative other than those listed in Article 22.02(a) or the death of a close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services, or at the discretion of the Employer.

22.04 **Maternity Leave**

- (a) An Employee who has completed 90 days of employment shall, upon their written request providing at least two weeks advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that they commence maternity leave no later than the date of delivery.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits or LTD. Maternity leave shall not exceed 18 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) An Employee on such leave shall provide the Employer with at least three weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held immediately prior to taking leave, at not less than the same step in the pay scale and other benefits that accrued up to the date they commenced leave.

- (f) An Employee whose pregnancy ends other than as a result of a live birth within 16 weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 22.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end 16 weeks after the commencement of the leave.

22.05 **Adoption/Parental Leave**

- (a) An Employee who has completed 90 days of employment, upon written request, be granted leave without pay and benefits for up to 18 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least three weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by them immediately prior to taking leave at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence parental leave with seven (7) days' notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.

Wage replacement benefits applicable to 22.04 and 22.05 are subject to the Employment Insurance Maternity and Parental Benefits as administered by Revenue Canada.

22.06 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) months of such period of leave.
- (b) 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.

22.07 **Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of the Employee's employment with the Employer, the Employer shall:

- (i) suffer no loss of regular earnings for the scheduled Shift(s) so missed;
 - (ii) be paid an amount equal to the Employee's average daily earnings at the Basic Rate of Pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7: Hours of Work and Shift Scheduling Provisions.
- (b) In the event an Employee is scheduled to work on the evening or night Shift(s) on the day(s) or the night Shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled Shift(s).
 - (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

22.08 **Special Leave**

- (a) Each Regular and Temporary Employee shall be entitled to up to two (2) but not consecutive special leave days per calendar year, without loss of pay as result of attending to the health needs of members of immediate family or for any other pressing necessity.
- (b) Special leave shall only be granted when the Employee is unable through other means to change the time they need to be in attendance or to arrange in advance time off through Shift trades, time off in lieu or vacation.
- (c) Satisfactory proof of the particular circumstance shall be provided to the Employer.

22.09 **Caregiver Leaves**

(a) **Compassionate/Terminal Care Leave**

- (i) An Employee shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of 27 weeks to care for a qualified relative with a serious medical condition with a significant risk of death within 26 weeks from the commencement of the leave.
- (ii) "Qualified relative" for compassionate/terminal care leave means a person in a relationship to the Employee as defined in the *Alberta Employment Standards Code* and regulations.

- (iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.
- (iv) Notwithstanding Article 22.01(a), an Employee shall apply for compassionate/terminal care leave at least two (2) weeks (or as soon as reasonably possible) in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) **Critical Illness Leave**

- (i) An Employee who has completed at least 90 days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to a leave of absence without pay but with benefits at the normal cost sharing:
 - for a period of up to 36 weeks to care for their critically ill child;
 - for a period of up to 16 weeks to care for a critically ill qualified adult relative.
- (ii) “Critically ill child” means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age for whom the Employee would be eligible for parents of critically ill child leave under the Alberta *Employment Standards Code* and regulations.
- (iii) “Critically ill qualified adult relative” means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the Alberta *Employment Standards Code* and regulations.
- (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
- (v) Notwithstanding Article 22.01(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave (or as soon as reasonably possible) and shall advise the Employer if they want to take the leave in weekly increments.
- (vi) An Employee on leave of absence under Article 22.04 or 22.05 may request extension of such leave of absence, if the newborn is hospitalized and the Employee qualifies for critical illness of a child leave. Such extension shall equal the duration in which the Employee is on critical illness of a child leave.

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

22.10 **Military Reservist Leave**

An Employee who has completed at least 26 consecutive weeks of employment and who is required by military authorities to attend training or deployment for military service shall be granted leave without pay, in accordance with *Employment Standards Code, RSA 2000, c. E-9, and Regulation*.

22.11 **Leave for Public Affairs**

- (a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.

22.12 **Death or Disappearance of a Child Leave**

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 52 weeks.
- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 104 weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:
- (i) begins on the day on which the death or disappearance occurs, and
 - (ii) ends on the earliest of:
 - the length of the leave specified in article 22.12(a) or (b), or

- in the case of a child who disappears and is subsequently found alive, 14 days after the day on which the child is found, but no later than the end of the 52 week period, or
 - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
- (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is reasonable in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
- (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is reasonable in the circumstances.

22.13 **Domestic Violence Leave**

- (a) An Employee who has completed 90 days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to 10 days in a calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

22.14 **Citizenship Ceremony Leave**

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

- (b) The Employee shall provide the Employer as much notice as is reasonable and practicable in the circumstances, before taking leave under this section.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

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

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

23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days excluding weekends and Named Holidays 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.

23.04 *Removal of Disciplinary Records*

For an Employee who has been subject to discipline and who has completed one year of continuous service, exclusive of absences of 30 consecutive days or more, the disciplinary record expires and is removed from the record at the earlier of:

- (a) Two years from the date the discipline record is issued, or
- (b) At the Employer's discretion when conducting a performance evaluation within two years from the date the discipline record was issued, which decision is not grievable, or

- (c) At the Employee's written request, when there has been no other disciplinary action during the 18 month interval from the date the discipline record was issued,
 - (d) Once eligible for removal, a disciplinary record shall not be relied on, nor referred to in responding to new misconduct or performance issues.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union and/or Local. The Employee shall be advised of this right at the time of the scheduling of the meeting. Upon request, the Employer will disclose the nature of the concern or complaint against the Employee. When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.
- 23.07 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 23.9 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 Twenty-eight (28) calendar days' notice in writing shall be given by the Employee who resigns.
- 23.11 For the purposes of Article 23.01, 23.02, 23.03 and 23.07, 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: Named Holidays.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

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

- 25.02 (a) Employees are paid bi-weekly. Payment of wages is by cheque or by direct deposit and pay information shall remain private. An Employee is required to notify the Employer of any errors on a cheque or direct deposit record as soon as possible.
- (b) The Employee's payroll cheque stub shall display the purpose and amount of each item of income. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- 25.03 (a) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:
- (i) A newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing their registration examinations or the Employee's most recent date of employment, whichever is later; and
- (ii) In all other cases, a nurse who is not registered on their date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is the later.
- 25.04 (a) Upon becoming registered by the College of Registered Nurses of Alberta (CRNA), a Provisional Permit Holder:
- (i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB), or one who has satisfied the College of Registered Nurses of Alberta that the Employee has completed a training program substantially equivalent to a NEPAB-approved nursing education program, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and
- (ii) In all cases a Provisional Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions Act and Regulations*, and who subsequently qualifies to have their name entered into the register of Registered Nurses, shall be paid for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the provisional permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.
- 25.05 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to

negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.

- 25.06 An Employee may request and shall be given information related to sick leave, vacation, overtime accumulation and days in lieu of Named Holidays. The Employer will provide this information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employers information system.
- 25.07 Any Employee who has been receiving a higher Basic Rate of Pay than provided for in this Collective Agreement shall retain the same higher rate of pay and shall remain at this higher Basic Rate of Pay until the number of hours required for the next increment under Article 25.05 has been completed.
- 25.08 The Employer shall issue cheques and/or slips in a manner which holds the Employees information private and confidential.

ARTICLE 26: EDUCATIONAL ALLOWANCES

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

Educational allowances shall be:

Course/Certificate	Hourly Allowance
Gerontology Certificate	\$0.50

Effective September 1, 2022 - Baccalaureate Degree \$1.25

- 26.02 (a) The allowances for a clinical course are payable only when the course is applicable to the position held by the Employee.
- (b) Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained.
- 26.03 Educational allowances shall be paid from the date the Employee provides proof of qualifications to the Employer and retroactive to the date the Employee completed the requirements for the qualification or from the date of hire whichever is later.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

- 27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.
 - (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
 - (c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past 12 months, the Employer may recognize experience that is more than five (5) years old.
- 27.02 Additional time worked, measured in monthly units and not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.
- 27.03 The Employer shall recognize service with any Employer with a bargaining relationship with the United Nurses of Alberta provided that the Collective Agreement with that Employer contains a reciprocal clause and that the new Employee provides the Employer with a Letter of Portability.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 *Shift Premiums*

(a) **Evening Premium**

A Shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:

- (i) to Employees working a Shift where the majority of the hours worked fall between seventeen hundred (1700) hours and twenty-three hundred (2300) hours; or
- (ii) to Employees for all overtime hours worked between seventeen hundred (1700) hours and twenty-three hundred (2300) hours, whether the Employees have waived the overtime or not.

(b) **Night Premium**

A Shift differential of five dollars (\$5.00) per hour shall be paid:

- (i) to Employees working a Shift where the majority of the hours fall between twenty-three hundred (2300) hours and seven hundred (0700) hours; or

(ii) to Employees for all overtime hours worked between twenty-three hundred (2300) hours and seven hundred (0700) hours.

(c) **Weekend Premium**

A weekend premium of three dollars and twenty-five cents (\$3.25) per hour is payable to all Employees for each hour worked after seventeen hundred (1700) hours on a Friday and seven hundred (0700) hours on a Monday.

(d) No Employee shall receive payment under 28.01(a) and 28.01(b) concurrently.

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

ARTICLE 29: PENSION PLAN

29.01 (a) The Employer shall offer a supplementary pension plan in the form of a Registered Retirement Saving Plan to Regular Employees whose contribution will be on a voluntary basis. Regular Employees shall have the right to contribute up to three percent (3%) of their regular earnings. The Employer shall match the Employees' contributions into the RRSP until December 31st of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP.

Effective January 1, 2023:

The Employer shall offer a supplementary pension plan in the form of a Registered Retirement Saving Plan to Regular Employees whose contribution will be on a voluntary basis. Regular Employees shall have the right to contribute up to four percent (4%) of their regular earnings. The Employer shall match the Employees' contributions into the RRSP until December 31st of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP to an annual (calendar year) maximum matched contribution of \$4,000.

(b) Employees contributing into the RRSP may revise their contribution rate only once in a calendar year.

(c) A Regular Employee who, by virtue of their age, no longer qualifies under 29.01(a), shall receive an additional 2% of their regular earnings.

(d) "Earnings" as defined in 29.01(b) above, will include WCB earnings until such time that the Employee exhausts their sick leave credits and is deemed to be on sick leave without pay.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

30.01 Part-time Employees

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

(a) *Hours of Work*

Amend Article 7.01(a) to read:

- 7.01(a)(i) regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than seven point five (7.50) hours per day and in any event, shall be less than seventy-five (75.0) hours in a two (2) week period averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) at time of hire or transfer, the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for each Part-time Employee. Such hours and Shifts shall not be altered except by mutual agreement between the Employer and the Employee or by the operation of the provisions of this Collective Agreement.
- (iv) a Part-time Employee may work Shifts in addition to those specified in Article 30.01, except that no Employee shall be permitted to work in excess of twelve (12) Shifts per two (2) week period.
- (v) where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's basic rate for hours worked up to seven point five (7.50) hours in a day and the applicable overtime rate for those hours worked in excess of seven point five (7.50) hours in a day.

- (vi) where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on their scheduled day of rest, the Employee shall be paid the applicable overtime rate for work performed.

(b) *Shift Schedules*

- (i) Amend Article 7.02(a) to read:

7.02 (a) Except by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

- (i) at least fifteen point five (15.5) hours off duty between Shifts;
- (ii) an average of at least two (2) days per week, shall be scheduled as designated days of rest;
- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur on one-half (1/2) of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean the period from Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty;"

(c) *Increment Accrual*

- (i) Part-time Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seventy-five (1920.75) regular hours of work for the second increment and every one thousand seven hundred and fifty-six (1756) regular hours of work thereafter to the maximum increment granted Full-time Employees.
- (ii) for Part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (iii) for Part-time Employees, educational leave up to twenty-four (24) months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(d) *Vacations with Pay*

(i) Amend Article 17.02 to read:

17.02 (a) Only those hours of work paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of seven point five (7.50) hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.

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

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

Hours specified in Article 30.01(d): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (i) four percent (4%) during the first (1st) employment year;
- (ii) six percent (6%) after one (1) employment year;
- (iii) eight percent (8%) after four (4) employment years;
- (iv) ten percent (10%) after six (6) employment years;
- (v) twelve percent (12%) after twelve (12) employment years.

(e) *Named Holidays*

Amend Article 18: Named Holidays to read:

18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to five point three eight percent (5.38%) of their regular earnings in lieu of Named Holidays.

- 18.03 (a) A Part-time Employee required to work on a Named Holiday shall be paid at one and one-half times (1½X) the Employee's Basic Rate of Pay for work performed up to seven point five (7.50) hours.
- (b) Notwithstanding Article 18.03(a), a Part-time Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay for work performed up to 7.50 hours.
- (d) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
- (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
- 18.06 (a) Unless otherwise requested by the Employee, the Employer shall schedule the Employee to be provided with days off for either Christmas or New Year's Day.
- (b) (i) Unless otherwise mutually agreed an Employee granted Christmas Day off in accordance with Article 18.06(a) above shall be scheduled such that the Employee shall have two consecutive days where they will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) Unless otherwise mutually agreed an Employee granted New Year's Day off in accordance with Article 18.06(a) above shall be scheduled such that the Employee shall have two consecutive days where they shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

(f) *Sick Leave*

Amend Article 19.02 to read:

- 19.02 A Part-time Employee shall accumulate sick leave benefits computed from the date of employment at the rate of one and one-half (1½X) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, pro-rated on the basis of the regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

30.02 Temporary Employees

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

30.03 **Casual Employees**

Except as modified in this Article, all provisions of the Collective Agreement shall apply to Casual Employees except that Articles 7.01(a), 7.02, 7.03, 7.04, 12, 15, 17, 18, 19, 20, 21 and 22 shall have no application to Casual Employees.

- (a) Hours of Work
 - (i) no Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
 - (ii) where a Casual Employee is transferred to a position pursuant to Article 14.01(c), 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 2.04(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Shift Scheduling Provisions 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.
- (b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seventy-five (1920.75) regular hours of work for the second increment and every one thousand seven hundred and

fifty-six (1756) regular hours of work thereafter to the maximum increment granted Full-time Employees.

(c) Vacation

Amend Article 17: Vacations with Pay to read:

17.02 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:

- (i) four percent (4%) during the first (1st) employment year;
- (ii) six percent (6%) after one (1) employment year;
- (iii) eight percent (8%) after four (4) employment years;
- (iv) ten percent (10%) after six (6) employment years;
- (v) twelve percent (12%) after twelve (12) employment years;

(b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(d) Named Holidays

Amend Article 18: Named Holidays to read:

18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to five point three-eight percent (5.38%) of their regular earnings in lieu of Named Holidays.

18.03 (a) A Casual Employee required to work on a Named Holiday shall be paid at one and one-half times (1½X) the Employee's Basic Rate of Pay for work performed up to seven point five (7.50) hours.

(b) Notwithstanding Article 18.03(a), a Casual Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay for work performed up to 7.50 hours.

(d) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:

- (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
- 18.06 (a) Unless otherwise requested by the Employee, the Employer shall schedule the Employee to be provided with days off for either Christmas or New Year's Day.
- (b) (i) Unless otherwise mutually agreed an Employee granted Christmas Day off in accordance with Article 18.06(a) above shall be scheduled such that the Employee shall have two consecutive days where they will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
 - (ii) Unless otherwise mutually agreed an Employee granted New Year's Day off in accordance with Article 18.06(a) above shall be scheduled such that the Employee shall have two consecutive days where they shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (e) Workers' Compensation

Amend Article 20: Workers' Compensation

20.01 Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.

ARTICLE 31: PROFESSIONAL DEVELOPMENT

- 31.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the Basic Rate of Pay for attendance.
- (c) The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) CPR – Level C
 - (ii) Fire, Evacuation and Disaster Procedure

- (iii) Proper Lifting and Prevention of Back Injuries
 - (iv) WHMIS
 - (v) PPICA
 - (vi) First Aid for the Choking Adult
- (d) Employees who attend non-compulsory in-service shall be paid at the Basic Rate of Pay for the duration of the in-service.

31.02 Professional Development Days

- (a) The Employer will pay for course cost and hours, at the Employee's Basic Rate of Pay, for up to two (2) days per year for each Employee.
- (b) 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.

31.03

- (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 684.6 or more regular hours actually worked in the previous fiscal year. If an Employees' Professional College has an Employee complete an education profile the Employee will provide it to the Employer on or before September 30th of each registration year.
- (b) Regular hours actually worked in clause (a) includes:
 - (i) Leaves of absence for Union or Local business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Workers' Compensation; 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 CRNA,
 - (ii) The College of Registered Psychiatric Nurses of Alberta; or
 - (iii) Any alternative Professional College acceptable to the Employer.

ARTICLE 32: PROFESSIONAL RESPONSIBILITY COMMITTEE

- 32.01 (a) The Professional Responsibility Committee shall be composed of two (2) representatives and an alternate of each party. A voting Chair shall be elected from the Committee. Proper terms of references shall be established at the first Committee meeting and shall be reviewed annually.
- (b) The functions of the Committee are:
- (i) to improve the working environment through an exchange of knowledge and information;
 - (ii) to provide a method by which to resolve matters of either party's concern relative to resident care including staffing issues;
 - (iii) to examine and make recommendations regarding the concerns of Employees relative to resident care including staffing issues.
- 32.02 The Committee shall meet monthly at a regular appointed time.
- 32.03 The Committee will not have the jurisdiction over any matter contained in this Agreement including its administration or re-negotiation, and the Union shall not grieve any decision or conclusion reached in discussion by the Professional Responsibility Committee.
- 32.04 Agenda for each meeting will be circulated by the Chair prior to each meeting. Minutes of the meeting will be kept by a duly appointed Committee Member and shall outline agreed resolutions. The minutes shall be approved by both parties prior to the next meeting and posted on the United Nurses of Alberta bulletin board. Unresolved items from previous meetings will be highlighted and reviewed.
- 32.05 To prevent misunderstanding and assure all issues are addressed, resolutions and recommendations must be communicated in writing by the Professional Responsibility Committee or may be included in the minutes.
- 32.06 When an item is unresolved, the Professional Responsibility Committee shall have the right to present their concerns to the Chief Executive Officer (CEO) or designate of Venta. The CEO or designate shall meet with the Committee and shall reply in writing to the Committee within thirty (30) days. Should the CEO or designate's response not be satisfactory to the Committee, the Local shall request a meeting with the CEO. The CEO or designate of Venta shall reply in writing to the Local within seven (7) calendar days of the date of their meeting.
- 32.07 The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issue(s).

- 32.08 Should an issue remain unresolved following the written response from the CEO, the Local may refer the issue to mediation as per Article 39.09 below.
- 32.09 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 a 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 issue a report including non-binding recommendations.
- (a) The parties agree that the mediation process is the final step to this Professional Responsibility Clause.
- 32.10 An Employee attending Professional Responsibility Committee meetings shall be paid their Basic Rate of Pay for such attendance.

ARTICLE 33: OCCUPATIONAL HEALTH AND SAFETY

- 33.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Applicable Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.
- 33.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Union and may include others whether or not they represent recognized functional bargaining units. This Committee shall meet at least quarterly, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Applicable Rate of Pay for attendance at Committee meetings. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Applicable Rate of Pay.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Local, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Committee is to consider such matters as Occupational Health and Safety and the Local may make recommendations to the Employer in that regard.

- (d) If an issue arises regarding occupational health or safety, the Employee or the Local 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 Committee in writing.
- (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Local may make recommendations to the Employer in that regard.
- (f)
 - (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or their designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Union within seven (7) calendar days of the resolution meeting.
 - (ii) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Local within 14 calendar days of the presentation by the Local.
- (g) The parties will provide available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).

33.03 No Employee shall be assigned to work alone.

33.04 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.

- 33.05
- (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Committee.
 - (b) There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this.

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

33.07 The Employer shall:

- (a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall include but are not limited to:
 - (i) engineering controls,

- (ii) administrative policies, procedures and compliance; and
 - (iii) appropriate personal protective devices and other equipment.
- (b) share information with and obtain input from the Committee pertaining to all hazard assessments.

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

ARTICLE 34: JOB DESCRIPTION

34.01 The Employer shall prepare a job description for each position within the bargaining unit and make it available to each Employee upon request. Copies of all such documents shall be provided to the Local upon request, and whenever changes are made.

ARTICLE 35: COMMITTEE PARTICIPATION

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

ARTICLE 36: COPIES OF THE COLLECTIVE AGREEMENT

36.01 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.

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

LETTER OF UNDERSTANDING #1**BETWEEN****VENTA CARE CENTRE****AND****UNITED NURSES OF ALBERTA, LOCAL #226****RE: RETENTION OF EXPERIENCED EMPLOYEES**

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

1. Retention Recognition

- (a) In addition to the rates of pay specified in the Salary Appendix, Employees with 20 or more calendar years of nursing service shall receive a 1% Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.

Effective July 1, 2022 in addition to the rates of pay specified in the Salary Appendix, Employees with 20 or more calendar years of nursing service shall receive a 2% Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.

- (b) Calendar years of nursing service to determine eligibility for the LSPA will be based upon the calendar years registered with any nursing licensing body.
- (c) Within 90 days of:
- (i) date of employment; or
 - (ii) achieving 20 calendar years of nursing service;

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

LETTER OF UNDERSTANDING #2

BETWEEN

VENTA CARE CENTRE

AND

UNITED NURSES OF ALBERTA, LOCAL #226

RE: SEVERANCE

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

6. A Regular Employee who receives notice of layoff shall have 14 calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 15: Layoff and Recall of this Collective Agreement.
7.
 - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending August 31, 2024, or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING #3**BETWEEN****VENTA CARE CENTRE****AND****UNITED NURSES OF ALBERTA, LOCAL #226****RE: LUMP SUM PAYMENT**

The parties agree that:

1. On the first pay period following 30 days from the Date of Ratification, each Employee (Regular, Temporary, or Casual) shall be issued a one-time lump sum payment of up to \$2500 of the Basic Rate of Pay for all hours actually worked between September 1, 2017 to the Date of Ratification.
2. For the purposes of this one time lump sum payment “regular hours actually worked” includes:
 - (a) Leaves of absence for Union and Local business;
 - (b) Other leaves of absence of one (1) month or less;
 - (c) Time on sick leave with pay;
 - (d) Absences while receiving Workers’ Compensation;
 - (e) Educational leave up to 24 months; and
 - (f) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.
3. The one-time lump sum payment of up to \$2500 of the Basic Rate of Pay for all hours actually worked between September 1, 2017 to the Date of Ratification will be pro-rated for all Employees based on all hours actually worked between September 1, 2017 to the Date of Ratification.
4. Employees who commenced employment or changed their employment category/FTE within the defined qualifying period shall have their entitlement pro-rated.
5. Employees who qualify for the one-time lump sum payment but terminate employment prior to the Date of Ratification or within 30 days following the Date of

Ratification shall be entitled to the one-time lump sum payment. Former Employees who qualify for the one-time lump sum payment upon submission of a written application to the Employer within 90 calendar days of the Date of Ratification shall receive payment.

LETTER OF UNDERSTANDING #4

BETWEEN

VENTA CARE CENTRE

AND

UNITED NURSES OF ALBERTA, LOCAL #226

RE: JOB SECURITY

Whereas the Employer needs to operate within available resource allocation while maintaining person-centered care.

Whereas the outcome of such efforts could lead to organizational changes that may result in adjustments within the UNA bargaining unit.

The parties agree to the following:

1. Without restricting its right to determine the number of Employees needed from time to time in any work unit or classifications and to determine whether or not a position will be continued or declared redundant, annually the Employer and the Union will meet to discuss any potential FTE changes due to funding changes; where it is not possible to avoid involuntary reduction in an Employee's full-time equivalency (FTE), the provisions of Article 15: Layoff and Recall and the Letter of Understanding RE: Severance will apply.
2. To achieve the preceding the parties recognize that:
 - (a) Adjustments in the workforce may occur through attrition;
 - (b) In addition to Article 15 (Layoff and Recall), all retention options will be explored; and
 - (c) The parties agree to share all relevant information in a timely manner.
3. This Letter of Understanding shall expire on the later of August 31, 2024 or upon ratification of a new Collective Agreement.

LETTER OF UNDERSTANDING #5**BETWEEN****VENTA CARE CENTRE****AND****UNITED NURSES OF ALBERTA, LOCAL #226****RE: DECREASING OR INCREASING REGULAR HOURS OF WORK**

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

- (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:
 - (i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
 - (B) Requests for a temporary reduction in regular hours of work shall indicate the period of time that the temporary reduction would apply. The maximum time for such temporary reduction is twelve (12) months.
 - (C) The Employer shall have the right to accept or reject any request for alteration of the Employee's full-time equivalent (FTE) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
- (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
- (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to this Letter of Understanding equals or exceeds .4 FTE, they shall be posted as a vacancy.

- (iv) If the number of hours vacated as a result of this Letter of Understanding is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees, in order of seniority, or may be posted as a vacancy.
 - (v) A Regular Full-time or Regular Part-time Employee cannot decrease their FTE to less than a .4 FTE pursuant to this Letter of Understanding, unless otherwise agreed between the Employer and the Local.
 - (vi) Where the number of Employees making such requests in the fourteen (14) day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend their request.
- (b) Increasing regular hours of work for Regular Part-time Employees:
- (i) (A) If regular FTEs of less than .4 FTE or temporary FTEs of less than twelve (12) months and less than .4 FTE become available such hours may be offered to Regular Part-time Employees, or may be posted in accordance with this Article for members of the bargaining unit only.
 - (B) Such hours are to be offered to Regular Part-time Employees, in order of seniority. Subject to this Letter of Understanding, Employees may select all or a portion of the additional hours being offered.
 - (ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Letter of Understanding.
 - (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Letter of Understanding, such hours may be offered to Regular Part-time Employees in accordance with this Letter of Understanding.
 - (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle.
 - (v) Any unassigned hours following the completion of this Letter of Understanding above will not remain subject to the provisions of this Letter of Understanding.

- (vi) A Regular Part-time Employee may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.
 - (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of this Letter of Understanding.
 - (viii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
- (c) No Employee may decrease or increase their regular hours of work pursuant to this Letter of Understanding more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.
 - (d) Any redistribution of hours as a result of the operation of this Letter of Understanding shall not be considered a violation of the Letter of Understanding RE: Severance.
 - (e) Where any request pursuant to this Letter of Understanding has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
 - (f) Copies of all requests and responses to requests pursuant to this Letter of Understanding shall be provided to the Local forthwith.
 - (g) 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.
 - (h) Agreement to alter an Employee's regular hours of work in accordance with this Letter of Understanding shall not be considered a violation of Article 14: Promotions, Transfers and Vacancies; Article 15: Layoff and Recall; or Article 30: Part-time, Temporary and Casual Employees.
 - (i) This provision is not intended to circumvent the posting and recall provisions of Article 14: Promotions, Transfers & Vacancies and Article 15: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 14: Promotions, Transfers and Vacancies and Article 15: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of this Letter of Understanding apply.

LETTER OF UNDERSTANDING #6

BETWEEN

VENTA CARE CENTRE

AND

UNITED NURSES OF ALBERTA, LOCAL #226

RE: ELECTRONIC REPORTING - UNION DUES REMITTANCE AND SENIORITY LISTS

WHEREAS the parties recognize the need to exchange certain information that is required under the Collective Agreement and that is timely and accurate, and

WHEREAS it is the intent and commitment of the parties to continue to engage in good faith discussions on the electronic reporting of Union dues remittance and seniority lists, the parties agree as follows:

1. The Employer will continue to be obligated and will fulfill its contractual obligations under Article 5: Dues, Deductions and Union Business and Article 12: Seniority of this Collective Agreement.
2. The Employer will provide all the required information to the Union as specified in 5.01(a)(b) and 12.04(a)(b).
3. The parties will meet within 60 days after ratification to review and discuss:
 - (a) the electronic reporting process;
 - (b) the UNA Dues Report Template and UNA Employee List Template and any potential procedural barriers to be overcome.
 - (c) the implementation process and commencement of a mutually agreed UNA Dues Report Template and UNA Employee List Template to be used to fulfill the Employer's contractual reporting obligations.
4. The parties will implement and commence electronic reporting using mutually agreed UNA Dues Report Template and UNA Employee List Template to fulfill the contractual reporting obligations as required in Article 5: Dues, Deductions and Union Business and Article 12: Seniority within 12 months of ratification of this Collective Agreement.

LETTER OF UNDERSTANDING #7

BETWEEN

VENTA CARE CENTRE

AND

UNITED NURSES OF ALBERTA, LOCAL #226

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

1. On the pay period following 30 days from the Date of Ratification, each Employee shall be issued a one-time premium payment of 1% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021.
2. For the purposes of this one time lump sum payment “regular hours actually worked” includes:
 - (a) Leaves of absence for Union and Local business;
 - (b) Other leaves of absence of one (1) month or less;
 - (c) Time on sick leave with pay;
 - (d) Absences while receiving Workers’ Compensation;
 - (e) Educational leave up to 24 months; and
 - (f) Maternity, Parental, Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.
3. The one-time premium payment of 1% of the Basic Rate of Pay for all hours actually worked between January 1, 2021 and December 31, 2021 will be pro-rated for Regular Part-Time, Temporary Part-Time, Casual Employees, and new Employees hired after January 1, 2021.
4. All overtime hours and all time spent in self isolation (paid or unpaid) as a result of potential or actual COVID-19 exposure will also be included.

SALARY APPENDIX

Registered Nurse Registered Psychiatric Nurse	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
September 1, 2017	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
1% LSPA	\$37.23	\$38.66	\$40.09	\$41.52	\$42.97	\$44.38	\$45.82	\$47.18	\$48.85
September 1, 2018	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
1% LSPA	\$37.23	\$38.66	\$40.09	\$41.52	\$42.97	\$44.38	\$45.82	\$47.18	\$48.85
September 1, 2019	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
1% LSPA	\$37.23	\$38.66	\$40.09	\$41.52	\$42.97	\$44.38	\$45.82	\$47.18	\$48.85
September 1, 2020	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
1% LSPA	\$37.23	\$38.66	\$40.09	\$41.52	\$42.97	\$44.38	\$45.82	\$47.18	\$48.85
October 1, 2021	\$37.23	\$38.66	\$40.09	\$41.52	\$42.97	\$44.38	\$45.82	\$47.18	\$48.85
1% LSPA	\$37.60	\$39.05	\$40.49	\$41.94	\$43.40	\$44.82	\$46.28	\$47.65	\$49.34
May 4, 2022 (DOR)	\$37.97	\$39.44	\$40.89	\$42.35	\$43.82	\$45.27	\$46.74	\$48.12	\$49.83
1% LSPA	\$38.35	\$39.83	\$41.30	\$42.77	\$44.27	\$45.72	\$47.20	\$48.60	\$50.33
2% LSPA (Effective July 1, 2022)	\$38.73	\$40.22	\$41.71	\$43.20	\$44.70	\$46.17	\$47.67	\$49.08	\$50.83
September 1, 2022	\$38.45	\$39.93	\$41.40	\$42.88	\$44.37	\$45.83	\$47.32	\$48.72	\$50.45
2% LSPA	\$39.22	\$40.73	\$42.23	\$43.74	\$45.26	\$46.75	\$48.27	\$49.70	\$51.46
September 1, 2023	\$39.21	\$40.72	\$42.23	\$43.74	\$45.27	\$46.76	\$48.27	\$49.69	\$51.46
2% LSPA	\$39.99	\$41.53	\$43.07	\$44.61	\$46.18	\$47.70	\$49.24	\$50.68	\$52.49

**Certified
Graduate
Nurse
Graduate
Nurse –
Provisional
Permit Holder
Graduate
Psychiatric
Nurse**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
September 1, 2017	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19
1% LSPA	\$34.06	\$35.11	\$35.85	\$36.50	\$37.08	\$37.86	\$39.06	\$40.19	\$41.60
September 1, 2018	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19
1% LSPA	\$34.06	\$35.11	\$35.85	\$36.50	\$37.08	\$37.86	\$39.06	\$40.19	\$41.60
September 1, 2019	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19
1% LSPA	\$34.06	\$35.11	\$35.85	\$36.50	\$37.08	\$37.86	\$39.06	\$40.19	\$41.60
September 1, 2020	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19
1% LSPA	\$34.06	\$35.11	\$35.85	\$36.50	\$37.08	\$37.86	\$39.06	\$40.19	\$41.60
October 1, 2021	\$34.06	\$35.11	\$35.84	\$36.50	\$37.08	\$37.85	\$39.06	\$40.19	\$41.60
1% LSPA	\$34.40	\$35.46	\$36.20	\$36.87	\$37.45	\$38.23	\$39.45	\$40.59	\$42.02
May 4, 2022 (DOR)	\$34.74	\$35.81	\$36.56	\$37.23	\$37.82	\$38.61	\$39.84	\$40.99	\$42.43
1% LSPA	\$35.09	\$36.17	\$36.93	\$37.60	\$38.20	\$39.00	\$40.24	\$41.40	\$42.86
2% LSPA (Effective July 1, 2022)	\$35.43	\$36.53	\$37.29	\$37.98	\$38.58	\$39.38	\$40.63	\$41.81	\$43.28
September 1, 2022	\$35.17	\$36.26	\$37.02	\$37.70	\$38.29	\$39.09	\$40.34	\$41.50	\$42.96
2% LSPA	\$35.88	\$36.98	\$37.76	\$38.45	\$39.06	\$39.88	\$41.14	\$42.33	\$43.82
September 1, 2023	\$35.87	\$36.99	\$37.76	\$38.45	\$39.06	\$39.87	\$41.15	\$42.33	\$43.82
2% LSPA	\$36.59	\$37.73	\$38.52	\$39.22	\$39.84	\$40.67	\$41.97	\$43.18	\$44.70

**Undergraduate
Nurse**

September 1, 2017	\$27.68
September 1, 2018	\$27.68
September 1, 2019	\$27.68
September 1, 2020	\$27.68
October 1, 2021	\$27.96
May 4, 2022 (DOR)	\$27.96
September 1, 2022	\$28.31
September 1, 2023	\$28.88

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Employer)

(Local)

Date: _____

Date: _____