

**COLLECTIVE AGREEMENT**

**BETWEEN**

**MASTERPIECE SOUTHLAND MEADOWS LTD.**

**AND**

**UNITED NURSES OF ALBERTA**

**LOCAL #402**

**MAY 23, 2022 – MARCH 31, 2024**



## NUMERICAL INDEX

Article 1: Term of Collective Agreement .....	1
Article 2: Definitions .....	2
Article 3: Recognition .....	4
Article 4: Management Rights .....	4
Article 5: Dues, Deductions and Union Business .....	5
Article 6: No Discrimination or Harassment .....	6
Article 7: Hours of Work and Scheduling Provisions.....	7
Article 8: Overtime .....	11
Article 9: On-Call Duty/Call Back.....	12
Article 10: Transportation .....	12
Article 11: Probationary Period .....	13
Article 12: Seniority .....	13
Article 13: Evaluations and Personnel File.....	15
Article 14: Promotions, Transfers & Vacancies .....	16
Article 15: Layoff and Recall.....	21
Article 16: Charge Pay, Temporary Assignment & Preceptor Pay.....	24
Article 17: Vacations with Pay .....	25
Article 18: Named Holidays .....	29
Article 19: Sick Leave.....	31
Article 20: Workers' Compensation .....	34
Article 21: Prepaid Health Benefits .....	35
Article 22: Leaves of Absence .....	36
Article 23: Discipline, Dismissal and Resignation .....	40
Article 24: No Strike or Lockout .....	42
Article 25: Salaries.....	42
Article 26: Educational Allowances .....	44
Article 27: Recognition of Previous Experience.....	45
Article 28: Shift Differential and Weekend Premium .....	46
Article 29: Registered Retirement Savings Plan.....	47
Article 30: Part-Time, Temporary and Casual Employees .....	47
Article 31: Copies of Collective Agreement.....	55
Article 32: Grievance Procedure.....	56
Article 33: Technological Change .....	59
Article 34: Occupational Health & Safety .....	59
Article 35: In-Service Programs, Professional Fees and Development .....	61
Article 36: Professional Responsibility.....	63
Article 37: Job Description .....	65
Letter of Understanding #1 Re: Severance .....	66
Letter of Understanding #2 Re: Retention of Experienced Employees .....	68
Letter of Understanding #3 Re: First Collective Agreement Implementation.....	69
Salary Appendix.....	71

## ALPHABETICAL INDEX

Charge Pay, Temporary Assignment & Preceptor Pay (Article 16).....	24
Copies of Collective Agreement (Article 31) .....	55
Definitions (Article 2).....	2
Discipline, Dismissal and Resignation (Article 23).....	40
Dues, Deductions and Union Business (Article 5) .....	5
Educational Allowances (Article 26).....	44
Evaluations and Personnel File (Article 13) .....	15
Grievance Procedure (Article 32) .....	56
Hours of Work and Scheduling Provisions (Article 7).....	7
In-Service Programs, Professional Fees and Development (Article 35) .....	61
Job Description (Article 37).....	65
Grievance Procedure (Article 32) .....	56
Layoff and Recall (Article 15).....	21
Leaves of Absence (Article 22) .....	36
Letter of Understanding #1 Re: Severance .....	66
Letter of Understanding #2 Re: Retention of Experienced Employees .....	68
Letter of Understanding #3 Re: First Collective Agreement Implementation.....	69
Management Rights (Article 4).....	4
Named Holidays (Article 18).....	29
No Discrimination or Harassment (Article 6).....	6
No Strike or Lockout (Article 24).....	42
Occupational Health and Safety (Article 34).....	59
On-Call Duty/Call Back (Article 9).....	12
Overtime (Article 8).....	11
Part-Time, Temporary and Casual Employees (Article 30) .....	47
Prepaid Health Benefits (Article 21).....	35
Probationary Period (Article 11).....	13
Promotions, Transfers & Vacancies (Article 14).....	16
Professional Responsibility (Article 36).....	63
Recognition (Article 3) .....	4
Recognition of Previous Experience (Article 27).....	45
Registered Retirement Savings Plan (Article 29) .....	47
Salaries (Article 25) .....	42
Salary Appendix.....	71
Seniority (Article 12) .....	13
Shift Differential and Weekend Premium (Article 28).....	46
Sick Leave (Article 19).....	31
Technological Change (Article 33).....	59
Term of Collective Agreement (Article 1).....	1
Transportation (Article 10) .....	12
Vacations with Pay (Article 17).....	25
Workers' Compensation (Article 20).....	34

**COLLECTIVE AGREEMENT MADE THIS 23<sup>RD</sup> DAY OF MAY, 2022**

**BETWEEN**

**MASTERPIECE  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #402  
(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 the parties shall endeavour 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 have a shared interest in adopting and promoting the Service Values created and revised jointly by the Employer and Employees.

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after or the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification (May 23, 2022) by their principals of the terms of this Agreement, whichever is later, up to and including March 31, 2024 and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

## ARTICLE 2: DEFINITIONS

- 2.01 “General Manager” means the Chief Executive Officer or designate responsible for the day to day activities of the Centre.
- 2.02 “Arbitration” shall take meaning from the section of the Labour Relations Code R.S.A. 2000, c.L-1 dealing with the resolution of a difference.
- 2.03 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salary Appendix inclusive of educational allowances and the Long Service Pay Adjustment but exclusive of all other allowances and premium payments.
- 2.04 “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act, R.S.A. 2000, c. H-7 and Regulations*.
- 2.05 “Centre” means each individual site operated by the Employer, that is covered by the Collective Agreement.
- 2.06 “Cycle of the Shift Schedule” means the period of time when the Shift cycle repeats itself and the cycle shall not exceed 12 weeks.
- 2.07 “Employee” means 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 Scheduling Provisions.
- (ii) “Part-time Employee” is one who is hired to work for scheduled Shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.
- (b) “Casual Employee” is one who:
- (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 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 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.
- 2.08 “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of the operation and management of the Centre.
- 2.09 “ESTM” means the Employee Scheduling and Time Management Software
- 2.10 “Graduate Nurse – Temporary Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.
- 2.11 “Graduate Psychiatric Nurse” means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Disciplines Health Professions Act and Regulations*.
- 2.12 “Gross Earnings” means all monies earned by the Employee under the terms of this Collective Agreement.
- 2.13 “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.
- 2.14 “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.
- 2.15 “Shift” means a daily tour of duty of not less than three (3) hours exclusive of overtime hours.
- 2.16 The singular means the plural and vice versa as applicable.
- 2.17 “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.

- 2.18 “Union” shall mean the United Nurses of Alberta Local which is party to this Agreement.

### **ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 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.
- 3.04 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 and reasonable in the circumstances and in accordance with the Collective Agreement.



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

- 5.01 (a) The Employer shall deduct 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 15<sup>th</sup> 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, an electronic listing of Employees specifying the following:
- (i) Name of Employee;
  - (ii) Classification;
  - (iii) Category (Regular, Temporary, Casual); including Employees on recall;
  - (iv) Full-time equivalency;
  - (v) For Regular and Temporary Employees, their seniority date;
  - (vi) Address;
  - (vii) Basic Rate of Pay;
  - (viii) Absence status (where applicable); and
- unless already provided, a separate listing of all Casual Employees including the name of the Employee and date of hire.
- (c) Where possible, an electronic copy of the listing(s) specified in (a) and (b) above, shall be supplied to the Union, upon request.
- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues structure.
- 5.03 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which patient/resident/client care is provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.

- 5.04 (a) A representative of the Union shall have the right to make a presentation of up to 15 minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Local Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.
- 5.05 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing. For such leave, upon request:
- (i) Registered Retirement Savings Plan contributions shall continue uninterrupted; and
- (ii) a repayment plan for the Employee share of contribution shall be established.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.07(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a 15% administration fee

## **ARTICLE 6: NO DISCRIMINATION OR HARASSMENT**

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

**ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS**7.01 *Regular Hours of Work*

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
  - (i) 7.75 consecutive hours per day; and
  - (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall be deemed to:
  - (i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of 7.75 hours; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and
  - (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.
- (d) If an Employee is recalled to duty during their meal period or rest period the Employee shall be given a full meal period or rest period later in the Employee's Shift, or, where that is not possible, be paid for the meal period or rest period as follows:
  - (i) for a rest period, at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, the overtime rate, in accordance with Article 8: Overtime.

- (e) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the Shift involved shall be effected with the appropriate deduction in regular earnings.

#### 7.02 *Shift Schedules*

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

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

- (e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld, but the Employer may require an Employee working permanent evenings or permanent nights to work blocks of day Shift

for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totaling not more than 14 calendar days per year.

- (f) Unless otherwise agreed in writing by the Union and the Employer, Employees working Shift patterns 7.02(d)(i), (v) and (vii), shall be assigned day duty at least 2/5 of the time during the Shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day Shift shall be considered to be a Shift where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
  - (i) at least 15.5 hours off duty between Shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) days of rest on 1/2 of the weekends averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" means a Saturday and the following Sunday assuring a minimum of 56 hours off duty; in addition, where possible, one (1) weekend in each four (4) week period shall be an extended weekend, assuring a minimum of 79.75 hours off duty; and
  - (iv) not more than six (6) consecutive scheduled days of work.
- (i) In the event that the parties wish to implement additional optional scheduling systems, a new scheduling system may be mutually agreed to in writing between the Employer and the Union.
- (j) Violation of any provision of Article 7.02(g) or 7.02(h) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8: Overtime for all regular hours worked during the period of violation.

### 7.03 *Schedule Posting*

- (a) Shift schedules shall be posted 12 weeks in advance.
- (b) Notwithstanding Article 7.03(a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Union.

#### 7.04 *Schedule Changes*

- (a) If, in the course of a posted schedule, the Employer:
  - (i) changes Employees' scheduled days off without giving 14 days' notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked on what would otherwise have been their off-duty days.
  - (ii) changes Employees' scheduled Shift, but not their scheduled days off, without giving 14 days' notice of the change, they shall be paid 2X their Basic Rate of Pay for all hours worked during the first Shift of the changed schedule.
- (b) Employees shall be notified of such changes in their schedule and such changes shall be recorded on the Shift schedule.
- (c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled Shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for 14 days' notice of change and the resultant penalty pay as described in Article 7.04(a) shall not apply. Employees or the Employer should make such requests as far in advance as possible in order to maximize the ability to accommodate the request. Any Shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.

#### 7.05 *Employee Shift Exchange*

- (a) Employees may exchange Shifts, or portion of Shifts, among themselves, provided that:
  - (i) the exchange is agreed to, in ESTM, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employees' immediate supervisor(s); and
  - (iii) where a request for approval is made in ESTM, the Employer's reply shall also be in ESTM.
  - (iv) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.
- (b) Such exchange shall be recorded on the Shift schedule.
- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

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

#### 7.06 *Reporting Pay*

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

- (i) report for a later Shift, the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's Basic Rate of Pay.
- (ii) fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.

7.07 The Employer shall not unreasonably refuse to implement a contractually compliant Shift schedule developed by the Employee(s) and the Union which provides appropriate professional coverage as determined by the Employer.

### **ARTICLE 8: OVERTIME**

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.75 hours per day or on scheduled days of rest.
- (b) The Employer shall designate an individual in the Centre who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.
- 8.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime.
- (b) The Employer may require an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requiring the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
- (c) An emergency is a circumstance that calls for immediate action.

- (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks picked up from the kitchen at no cost.
- 8.07 (a) Where an Employee works overtime immediately following their Shift and there is not a minimum of eight (8) consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing their next Shift, without loss of earnings.
- (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

#### **ARTICLE 9: ON-CALL DUTY/CALL BACK**

- 9.01 When an Employee is supplied a cell phone by the Employer for the purpose of on-call duty, there shall be no cost to the Employee for the use of the cell phone.
- 9.02 When an Employee who has not been assigned on-call duty is called and required to report for work, the Employee shall be deemed to be working overtime and shall be paid for all hours worked or for three (3) hours, whichever is the longer, at the overtime rate.
- 9.03 *Telephone Consultation*

When an Employee, who has been assigned on-call duty, is consulted by telephone and is authorized to handle patient/resident/client matters without returning to the workplace, such Employee shall be paid at the overtime rate for the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period. If telephone consultation has been provided by the Employee and the total accumulated time spent on such telephone consultation(s) and corresponding required documentation, during the on-call period, is less than 30 minutes, the Employee shall be compensated at the overtime rate for 30 minutes.

#### **ARTICLE 10: TRANSPORTATION**

- 10.01 An Employee who normally travels from the Centre to the Employee's place of residence by means of public transportation following the completion of the Employee's Shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular Shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary



and substantiated transportation expense from the Centre to the Employee's place of residence.

- 10.02 When an Employee is assigned duties necessitating the use of the Employee's private automobile they shall be reimbursed at the rate of 50.5¢ per kilometre and for other reasonable expenses related to the use of the Employee's private automobile while performing those assigned duties.

#### **ARTICLE 11: PROBATIONARY PERIOD**

- 11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 11.02 Subject to Article 11.01, the Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of the Employee's probationary period.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first 23.25 hours of patient/resident/client care shall be under guidance or supervision of which at least 7.75 hours shall be on day Shift. An Employee shall be given an opportunity to discuss practice concerns with an RN in the course of orientation. A request by an Employee for additional orientation shall not be unreasonably denied.
- 11.04 An Employee absent for more than six (6) months shall be provided with appropriate re-orientation the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

#### **ARTICLE 12: SENIORITY**

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service in the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include service with any Employer with a bargaining relationship with UNA, provided that the Collective Agreement with that Employer contains a reciprocal clause and provided there was no break in the Employee's service for longer than six (6) months.

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

12.02 Seniority shall determine:

- (a) assignment of available Shift schedules 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 & 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 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 the date of signing this Collective Agreement, and
- (ii) every six (6) months 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 List*

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

(c) *Correction of Seniority Lists*

The Union may question or grieve any inaccuracy within three (3) months of receiving the list. Thereafter the date shall be considered as being established except for those names which shall be deemed to be deleted by:

- (i) application of Article 12.03;
- (ii) transfer to an excluded position; or
- (iii) transfer to the status of a Casual Employee.

(d) *Seniority Tie-Breaking*

- (i) Where two (2) or more Employees have the same seniority date, the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at least every six (6) months.
- (ii) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.

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

12.06 An Employee who has accrued seniority with another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.01, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 25: Salaries, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave or Letter of Understanding: Severance.

**ARTICLE 13: EVALUATIONS AND PERSONNEL FILE**

13.01 (a) The Employer shall strive to provide each Employee a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.

- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- 13.02
- (a) All evaluations shall be in writing and shall be done by the most 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 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 seven (7) days of the interview and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03
- (a) By appointment made at least one (1) working day in advance, an Employee may view their personnel file once every six (6) months and in addition when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
  - (b) An Employee may request and shall be given a copy of any or all documents contained in their personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.
- 13.04
- An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

#### **ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES**

- 14.01
- (a) The Employer shall post notices of vacancies for all regular and temporary positions within the bargaining unit not less than five (5) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
  - (b) When circumstances require the Employer to fill a vacancy before the expiration of five (5) calendar days, the appointment shall be made on a temporary or relief basis only.
  - (c) Vacancies shall be filled whenever possible from within the bargaining unit.

- (d) A notice of vacancy shall specify the Centre, the unit, the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position. For information purposes only, the current Shift pattern and commencement date for the position shall also be specified on the notice of vacancy.

14.02

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

shall be posted in accordance with Article 14.01.

- (b) Where such a vacancy has been filled by the appointment of a Regular Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), or the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.
- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 30.03 (a)(ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.
- (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
  - (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).
  - (ii) For temporary positions, such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

- 14.03 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made to the Employer in writing.
- 14.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience, acceptable performance and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.
- If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience, acceptable performance and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who has been in scope of the bargaining unit the longest.
- 14.05 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five (5) calendar days of the appointment.
- 14.06 When an Employee is promoted from one (1) classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which they have been promoted.
- 14.07 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.
- 14.08 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.
- 14.09 At the time of hire, or transfer, or change of hours in accordance with Article 14.10, or change of category in accordance with Article 30.01, 30.02 or 30.03, all Employees shall receive a letter which shall include the following:
- (a) category (Regular, Temporary or Casual);
  - (b) classification;
  - (c) number of hours per Shift and Shifts per Shift cycle;
  - (d) date of hire and transfer (if applicable); and
  - (e) increment level.

14.10 *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 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 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 Article 14.10 equals or exceeds .42 FTE, they shall be posted as a vacancy.
- (iv) If the number of hours vacated as a result of Article 14.10 is less than .42 FTE, the additional Shifts may be offered in ESTM to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.
- (v) A Regular Full-time or Regular Part-time Employee cannot decrease their FTE to less than a .42 FTE pursuant to Article 14.10 unless otherwise agreed between the Employer and the Union.
- (vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose

requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend their request.

- (b) Increasing regular hours of work for Regular Part-time Employees:
- (i) (A) If regular FTEs of less than .42 or temporary FTEs of less than 12 months and less than .42 become available on the unit 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 in ESTM to Regular Part-time Employees working on the unit, in order of seniority (for Employees without a unit, this selection is to occur within the program and site). Subject to Article 14.10(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.
  - (ii) If the number of hours available equals or exceeds .42 FTE, these shall be posted in accordance with this Article.
  - (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 14.10(b)(i)(B) above.
  - (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
  - (v) Any unassigned hours following the completion of Article 14.10(b) above will not remain subject to the provisions of Article 14.10.
  - (vi) A Regular Part-time Employee may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.
  - (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.10.
  - (viii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.



- (c) No Employee may decrease or increase their regular hours of work pursuant to Article 14.10 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
- (d) Any redistribution of hours as a result of the operation of Article 14.10 shall not be considered a violation of the Letter of Understanding Re: Severance.
- (e) Where any request pursuant to Article 14.10 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
- (f) Copies of all requests and responses to requests pursuant to Article 14.10 shall be provided to the Union forthwith.
- (g) An Employee whose regular hours of work are altered through the operation of Article 14.10 shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 14.10 shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; or 30: Part-time, Temporary and Casual Employees.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall in circumstances where a position of greater than .42 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of Article 14.10(b)(iii) apply.

14.12 In instances where a Regular Employee accepts a regular or temporary position which is outside the scope of this Collective Agreement the resultant vacancy shall be posted as a temporary position, not exceeding 12 months. During this 18 month period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.

## **ARTICLE 15: LAYOFF AND RECALL**

### 15.01 *Notice*

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 inform the Union of the extent of the planned reduction or position elimination and discuss how the reduction or position elimination will take place, review the current seniority list, 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.

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the 28 calendar days' notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, 28 calendar days' notice is not required but up to four weeks pay in lieu thereof shall be paid to affected Employees.

- 15.02
- (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.

15.03 *Displacement*

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 24 months of seniority, 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) accept layoff with the right of recall. An Employee who voluntarily accepts layoff and recall shall not be eligible for the provisions under the Letter of Understanding Re: Severance.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within ten (10) consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: 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 15.03(a) shall within 48 hours, exclusive of

Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. The Employer may agree to extend the 48 hour timeline if necessary. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:

- (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.
- (c) Where an Employee with less than 24 months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:
- (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.
- (d) Where an Employee's position is eliminated and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which they are employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

#### 15.04 *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 14 calendar days duration.
- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee 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 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.

- (d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.

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

15.06 *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 three (3) months premium.
- (b) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

15.07 *Application of Collective Agreement*

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 14: Promotions, Transfers & Vacancies.
- (b) Where an Employee works while on layoff in accordance with Article 15.04(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.

**ARTICLE 16: CHARGE PAY, TEMPORARY ASSIGNMENT & PRECEPTOR PAY**

16.01 *Charge Pay*

- (a) The Employer shall designate a person to be in charge of a unit. Where such person is absent from the unit for a consecutive time period of two (2) hours or more, an alternate will be designated in charge.

- (b) Effective October 24, 2022 - When an Employee who holds the position of a Staff Nurse is designated in charge of a unit, such Employee shall be paid an additional \$2.00 per hour.
- 16.02
- (a) When an Employee is assigned to replace another Employee in a higher paid classification for one (1) full Shift or longer, the Employee shall be paid an additional amount equal to the differential between the beginning rate for the Employee's classification and the beginning rate for the more senior classification in which the Employee is relieving.
  - (b) When an Employee is assigned by the Employer to replace another person in an out-of-scope position at a more senior level for one (1) full Shift or longer or is responsible for the facility the Employee shall be paid an additional \$3.00 per hour.
- 16.03
- (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
  - (b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional 65¢ per hour.
  - (c) Preceptor shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate 4<sup>th</sup> year Bachelor's Degree in Nursing students in the absence of a clinical instructor from their educational institution.

## **ARTICLE 17: VACATIONS WITH PAY**

### 17.01 *Definitions*

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the 12 month period commencing on the Employee's first day of work.

### 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) Provided that any more favourable or beneficial vacation entitlement which applied to existing Employees in these positions prior to the effective date of this Collective Agreement shall be preserved and continued in effect:
- (i) during the 1<sup>st</sup> year of such employment, an Employee earns a vacation of 15 working days;
  - (ii) during each of the 2<sup>nd</sup> to 9<sup>th</sup> years of employment, an Employee earns a vacation of 20 working days;
  - (iii) during each of the 10<sup>th</sup> to 19<sup>th</sup> years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;
  - (iv) during each of the 20<sup>th</sup> and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.
- (b) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though the Employee's employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.
- (c) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at a mutually agreeable time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

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

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

17.03 *Time of Vacation*

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b)
  - (i) Where an Employee submits their vacation preference through ESTM by March 15<sup>th</sup> of each year, the Employer shall indicate in ESTM approval or disapproval of that vacation request in ESTM and shall post the resulting vacation schedule in ESTM by April 30<sup>th</sup> of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
  - (ii) When an Employee submits a request in ESTM after April 30<sup>th</sup> for vacation, the Employer shall indicate approval or disapproval in ESTM of the vacation request within 14 days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03(a) a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
  - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
  - (ii) such vacation can be taken at a mutually agreeable time.
- (e) Notwithstanding Article 17.03(a), a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
  - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
  - (ii) such vacation can be taken at a mutually agreeable time.
- (f)
  - (i) Subject to Article 17.03(f)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.

- (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (g) Notwithstanding Article 17.03(b), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay, for that portion of the Employee's vacation entitlement that exceeds four (4) weeks.
- (h) No Employee shall have their vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. 3An Employee who has their vacation cancelled by the Employer shall be paid 2X their Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

#### 17.04 *Vacation Pay on Termination*

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

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

#### 17.05 An Employee who is absent from work due to illness or injury shall accrue vacation pay or entitlements in accordance with Article 17.02 for:

- (a) periods during which the Employee is in receipt of sick leave with pay pursuant to Article 19.03;
- (b) periods during which the Employee is in receipt of Short-Term Disability benefits;



- (c) the first six (6) months of any period during which the Employee is in receipt of Long-Term Disability benefits; and
- (d) periods during which the Employee is in receipt of Workers' Compensation benefits for the first 24 months of such absence.

#### **ARTICLE 18: NAMED HOLIDAYS**

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

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

and any day proclaimed to be a holiday by:

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

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

\*For 2022 - The National Day for Truth and Reconciliation will be considered a Named Holiday provided the Employer has received additional funding for the day. The Employer will provide the Union proof by August 1, 2022 as to whether or not funding has been provided.

\*For 2023 - The National Day for Truth and Reconciliation will be considered a Named Holiday provided the Employer has received additional funding for the day. The Employer will provide the Union proof by August 1, 2023 as to whether or not funding has been provided.

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

- 18.02 To qualify for a Named Holiday with pay, the Employee must:
- (a) work 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) Except as specified in Article 18.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1 1/2X the Employee's Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed time;
  - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
  - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay
- (b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay plus:
- (i) an alternate day off at a mutually agreed time;
  - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
  - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay
- (c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a) or (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- (d) In addition to an alternate day off, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
- (i) for all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay;
  - (ii) for all overtime hours worked on August Civic Holiday and Christmas Day 3X 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 provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these four (4) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

#### **ARTICLE 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*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 1 1/4 working days for each full month of employment up to a maximum credit of 120 working days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 19.04 Employees may be required to submit satisfactory proof to the Employer or its agents 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 120 working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 19.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during their vacation period as stated in Article 19.06(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding the provision of Article 19.06(a), should an Employee on vacation suffer an illness or injury which results in their hospitalization 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 as soon as reasonably possible 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 disability benefits and who is able to return to work and who is:
- (i) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the Employee's disability;
- (ii) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work and the Employer shall then place the

Employee in an existing position for which the Employee is capable of performing the work entailed.

- (b) An Employee who does not qualify for Long-Term Disability benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 18 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (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 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 (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment at a Centre at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of termination of employment. Otherwise, sick leave credits shall be cancelled and no payment shall be due therefor. The Employee shall be provided with a written statement of such entitlement upon termination.

- (b) (i) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.
- (ii) Where a Casual Employee in Article 30.03 subsequently transfers to a regular or temporary position with the same Employer, such Employee shall have their frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.
- (iii) Where an Employee terminates their employment with the Employer, and within six (6) months of termination, obtains a casual position with an Employer who is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port their sick leave bank to the new Employer. The Employee's sick leave bank shall be frozen. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.

- (iv) Where an Employee terminates their employment with the Employer, and within six (6) months of termination, obtains a regular or temporary position with an Employer who is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port and activate the sick leave bank from their previous Employer.
- 19.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. The Employee may be required to submit satisfactory proof of such appointment. Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.
- 19.12 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 14: Promotions, Transfers & Vacancies.

## **ARTICLE 20: WORKERS' COMPENSATION**

- 20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net salary for the time lost as approved by the Workers' Compensation Board (WCB). A deduction of 1/10<sup>th</sup> of a day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that 1/10<sup>th</sup> of a day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b). Once the Employee is deemed to be on sick leave without pay, the Employer shall administer wage replacement benefits as approved by the WCB in accordance with the Workers' Compensation Act less any required deductions.
- 20.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;
  - (b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work. The Employer shall then place the Employee in an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability; or

- (c) incapable of performing the duties of their former classification, shall be entitled to benefits under Sick Leave or Short-Term Disability or Long-Term Disability, in accordance with Articles 19: Sick Leave or 21: Prepaid Health Benefits.
- (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.

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

#### **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) Supplementary Benefits Plan which provides benefits inclusive of:
  - (i) Vision care coverage providing for annual eye exams and up to \$600 every two (2) calendar years per person for corrective lenses.
  - (ii) 80% direct payment provision for medication prescribed by a qualified practitioner.
- (b) Alberta Health Care Insurance Plan;
- (c) A Benefits Plan inclusive of:
  - (i) Group Life Insurance (1X basic annual earnings rounded to next highest \$1,000);
  - (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1,000);
  - (iii) Short-Term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 14 day elimination period where applicable. The Short-Term Disability shall become effective on the first working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the 14 calendar day elimination period, the Short-Term Disability shall commence on the 15<sup>th</sup> day following the commencement of non-hospitalized sickness);

- (iv) Long-Term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period);
  - (v) A Dental Plan which provides for the reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services, and 50% of eligible Orthodontic Services (including coverage for adults) in accordance with the current year's fee guide as set out by the current Benefits Administrator. A maximum annual reimbursement of \$2000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$2000 per insured person.
- 21.02 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.
- 21.03 The premium costs for the benefits listed in 21.01(a), (b), (c) (i)(ii) and (v) shall be shared 75% by the Employer and 25% by the Employee. The premium cost for the benefits listed in 21.01(c)(iii) and (iv) shall be 100% paid 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 Full-time Employees and Part-time Employees with a full-time equivalency of 0.4 or more after the completion of the probationary period.

## **ARTICLE 22: LEAVES OF ABSENCE**

### 22.01 *General Conditions*

- (a) 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.



- (b) 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.
- (c) Except as provided in Article 22.03(d), 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. Failure to submit the premium payments will result in the Employer discontinuing benefit coverage for that Employee.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of one (1) month, Employee's shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee shall also cease to accrue increment hours during leaves of absence in excess of one (1) month.

#### 22.02 *Bereavement Leave*

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

#### 22.03 *Unpaid Leaves*

- (a) The Employer shall apply all statutory unpaid leave provisions as outlined under the *Alberta Employment Standards Code* and at no less than those in effect as of January 1, 2022. For ease of reference, the current statutory leaves include:

<b>Leave Type</b>	<b>Leave Duration</b>
Maternity	Up to 16 weeks
Parental	Up to 62 weeks
Compassionate care	Up to 27 weeks
Critical illness of a child	Up to 36 weeks
Critical illness of an adult	Up to 16 weeks
Disappearance of a child	Up to 52 weeks
Death of a child as a result of a crime	Up to 104 weeks
Reservist	Up to 20 days per year for annual training and as long as needed to accommodate international or domestic deployment
Citizenship ceremony	Half day once per lifetime
Domestic violence	Up to 10 days per year

Should the Employee require time off in excess of the *Employment Standards Code*, the Employer will consider same on a case by case basis. The Employee may be requested to provide proof of the situation in the form of a note from a physician, therapist, an attending police officer, or a crisis unit supervisor.

- (b) Maternity and parental 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 benefits. During these leaves:
- (i) benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness for the health-related portion of maternity leave;
  - (ii) vacation accrual and time counted towards achieving another increment shall be administered in accordance with the applicable provisions of the Collective Agreement.
  - (iii) Benefits coverage will continue at pre-leave cost-share arrangements for the first 12 full weeks of parental leave, provided that the Employee makes arrangements to prepay their share of the premium the commencement of the leave.
  - (iv) An Employee on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work. The Employer shall reinstate them in the same position held by the Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to them up to the date the Employee commenced leave.

- (c) Critical illness of a child leave shall be without pay but Employees granted leave shall be entitled to maintain the normal cost share of benefit premiums for the duration of the leave.
- (d) An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.
- (e) 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 an officially declared federal, provincial or municipal election.
- (f) 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.

#### 22.04 *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 24 months of such period of leave.
- (b) During an Employee's educational leave, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (c)
  - (i) A Regular Employee registered at a university or college pursuing a nursing degree on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted three (3) working days leave at their Basic Rate of Pay per contract year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of their intentions. Upon request, the Employee shall be required to provide proof of registration.
  - (ii) A Regular Employee registered to write the Gerontological Certification exam may be granted a maximum of two (2) working days leave at their Basic Rate of Pay for the purpose of preparing for and writing the certification exam.

#### (d) *Statement of Policy*

The Employer shall issue and make available to the Union a statement of policy in respect to leaves of absence and any other assistance which it may make available to Employees who desire to seek leave for educational purposes.

#### 22.05 *Court Appearance*

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

#### 22.06 *Personal Leave*

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

### **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 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, exclusive of 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. Any suspension must take place immediately following notice of suspension. The action of suspension or dismissal shall be within ten (10) days exclusive of 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 (a) An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of 30 consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period. The Employer shall confirm in writing to the Employee that such action has been effected.
- (b) Once a disciplinary record is eligible for removal per Article 23.04(a), the Employer shall not rely on, nor refer to such discipline in responding to new misconduct or performance issues.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the

Local. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Local. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action. Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known; unless the Employer believes that there is a significant safety risk to resident(s), public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.

- 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 for three (3) consecutive scheduled work days without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 28 calendar days' notice, in writing, shall be given by the Employee who resigns.
- 23.11 For the purpose of Article 23.01, 23.02, 23.03 and 23.06, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 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 Salary Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.
- 25.02 (a) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:
- (i) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing 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 the date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.
- (b) Upon becoming registered by the College and Association of Registered Nurses of Alberta, a Temporary Permit Holder (TPH):
- (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 and Association 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 other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions Act and Regulations*, and who subsequently qualifies to have their name entered into the register of Registered Nurses, shall be paid the rate applicable to a Registered Nurse.

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

25.03 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.

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

- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06 (a) The Employee's pay advice shall display the purpose and amount of each item of income. The Employee's pay advice shall display the purpose and amount of each deduction.
- (b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. Where an Employee submits a request, the Employer will provide the requested information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's accounting system.
- 25.07 An Employee may request and shall be given information related to sick leave, vacation, overtime accumulation and days in lieu of Named Holidays. The Employer will provide this information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's information system.
- 25.08 Employer caused payroll underpayments greater than \$50.00 shall, by Employee request, be rectified by the Employer as promptly as possible by direct deposit, no later than two (2) business days from the date the Employer received notification of the error.

## **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 post-secondary educational institutions. With respect to gerontological certification, the certification must be provided by the Canadian Nurses Association.

<i>Course</i>	<i>Hourly Allowance</i>
Clinical Course	50¢
Gerontological Certification	70¢
Active registration in the CARNA and eligible for active registration in the RPNAA (or vice versa)	50¢
Diploma/Certificate in Nursing Unit Administration	50¢
One Year Diploma	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75



- (b) An educational allowance for Baccalaureate Degree pursuant to Article 26.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:
  - (i) a Nursing Baccalaureate Degree program recognized by Nursing Education Program Advisory Board (NEPAB), College and Association of Registered Nurses (CARNA) or International Qualifications Assessment Service (IQAS); or
  - (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the IQAS.

26.02 The allowances for a clinical course and for the diploma/certificate in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.

26.03 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained.

26.04 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements of the qualification or from the date of hire, whichever is the 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 will recognize experience that is more than five (5) years old.

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

## ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

### 28.01 *Shift Differential*

- (a) A Shift differential of \$2.75 per hour shall be paid:
  - (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or
  - (ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one (1) hour is worked between 1500 hours and 2300 hours.
  - (iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours;
  - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.
- (b) A Shift differential of \$4.50 per hour shall be paid:
  - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
  - (ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours;
  - (iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.

Effective October 24, 2022 – Increase to \$5.00 per hour.

- (c) No Employee shall receive payment under Article 28.01(a) and 28.01(b) concurrently.

### 28.02 *Weekend Premium*

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

- (a) to Employees working a Shift wherein the majority of such Shift falls within a 48 hour period commencing at 2300 hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after 2300 hours on a Friday provided that greater than one (1) hour is worked within a 48 hour period commencing at 1500 hours on a Friday;

- (c) to Employees working all overtime hours which fall within the 48 hour period commencing at 2300 hours on a Friday.

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

#### **ARTICLE 29: REGISTERED RETIREMENT SAVINGS PLAN**

29.01 The Employer shall provide and administer contributions to a group RRSP payroll deduction plan for all Regular Employees of 0.4 FTE or more after the completion of the probationary period. Participation by Regular Employees is voluntary.

29.02 The Employer will match the Employees contribution up to a maximum of 3% based on the Gross Earnings of each pay period.

29.03 A Regular Employee who, by virtue of their age, no longer qualifies shall receive an additional 3% of their regular earnings.

#### **ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES**

30.01 *Part-time Employees*

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

(a) *Hours of Work*

Amend Article 7.01(a) to read:

7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 38.75 hours per week averaged over one (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.
- (v) Where a Part-time Employee volunteers or agrees, when requested, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 7.75 hours in a day.
- (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 2X the applicable basic hourly rate for work performed.

(b) *Shift Schedules*

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

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

- (i) at least 15.5 hours off duty between Shifts;
- (ii) an average of two (2) consecutive days of rest per week;
- (iii) not more than six (6) consecutive scheduled days of work; and
- (iv) designated days of rest to occur on 1/2 of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" means a Saturday and the following Sunday, assuring a minimum of 56 hours off duty. In addition, where possible, one (1) weekend in each four (4) week period shall be an extended weekend, assuring a minimum of 79.75 hours off duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such

deviation shall be stipulated in the written advice required pursuant to Article 30.01:7.01(a)(iii).

- (ii) Violation of any provision of Article 30.01 shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

(c) *Increment Accrual*

- (i) Part-time Employees and Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter a further increment upon the completion of each period of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.
- (ii) For Part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (iii) For Part-time Employees, educational leave up to 24 months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(d) *Vacations with Pay*

- (i) Amend Article 17.02 to read:

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

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

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

Hours worked during the vacation year at the rate specified in Article 30.01 (d)(i): (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) 6% during the 1<sup>st</sup> employment year;
  - (ii) 8% during each of the 2<sup>nd</sup> to 9<sup>th</sup> employment years;
  - (iii) 10% during each of the 10<sup>th</sup> to 19<sup>th</sup> employment years;
  - (iv) 12% during each of the 20<sup>th</sup> and subsequent employment years.
- (d) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with either the same Employer or another Employer, such Employee shall accrue vacation entitlement as though the Employee's employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.
- (e) *Supplementary Vacation*

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

Hours worked during the vacation year at the rate specified in Article 30.01 (d)(i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period.
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- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 2%.

- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 2%.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 2%.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 2%.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 2%.

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

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

(e) *Named Holidays*

Amend Article 18 to read:

18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5% of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

18.02 (a) Except as specified in Article 30.01(e) amending 18.02(b), a Part-time Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

(b) A Part-time Employee scheduled to work on Christmas Day or August Civic Holiday shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

(c) 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.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

18.03 (a) Unless otherwise requested an Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these three (3) Named Holidays shall be either Christmas or New Year's Day.

(b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).

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

(f) *Sick Leave*

Amend Article 19.02 to read:

19.02 A Part-time Employee shall accumulate sick leave benefits on the basis of 1 1/4 days per month, pro-rated on the basis of the regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

### 30.02 *Temporary Employees*

(a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall.

(b) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for the position. Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.

(c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of their employment pursuant to Article 30.02(b).



### 30.03 *Casual Employees*

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

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

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

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
- (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.05(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.
- (iv) (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid four (4) hours pay at the Employee's Basic Rate of Pay.  
 (B) If fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (v) A Casual Employee shall be entitled to overtime worked in excess of 147.25 hours averaged over a four (4) week period (with a starting point established as the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement).

(b) *Increment Accrual*

Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter a further increment upon the completion of each period of 1829 regular hours actually worked to the maximum increment granted Full-time Employees.

(c) *Vacation*

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

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

- (i) 6% of their regular earnings during the 1<sup>st</sup> employment year; in lieu of vacations with pay;
- (ii) 8% of their regular earnings during the 2<sup>nd</sup> to 9<sup>th</sup> employment years; in lieu of vacations with pay;
- (iii) 10% of their regular earnings during the 10<sup>th</sup> to 19<sup>th</sup> employment years; in lieu of vacations with pay;
- (iv) 12% of their regular earnings during the 20<sup>th</sup> and subsequent employment years; in lieu of vacations with pay;
- (v) 12.4% of their regular earnings during the 25<sup>th</sup> and subsequent employment years; in lieu of vacations with pay.

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

(d) *Named Holidays*

Amend Article 18: Named Holidays to read:

18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5% of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

18.02 (a) Except as specified in Article 30.03(d) amending 18.02(b), a Casual Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

- (b) A Casual Employee scheduled to work on Christmas Day or August Civic Holiday shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.
  - (c) 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.
    - (ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
  - (ii) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (e) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
  - (f) In the event an Employee is required to serve as a witness in matters arising out of their employment, the Employee shall be granted leave of absence at their regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

### **ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT**

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

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

## **ARTICLE 32: GRIEVANCE PROCEDURE**

### **32.01 Communication**

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

### **32.02 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.

### **32.03 Meetings**

- (a) An Employee shall have the right to be accompanied by a Union 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) Meetings at any stage of the dispute resolution process may be held during the normal working day with no loss of pay for a participating Employee (i.e. the grievor and a Local representative). Travel compensation shall also be provided in accordance with Article 10: Transportation.

### **32.04 Disputes Affecting More Than One (1) Employee**

If a dispute directly affects two (2) or more Employees, it may be initiated under Article 32.08.

### **32.05 Disputes Relating to Written Warning, Suspension or Termination**

If a dispute relates to a written warning, suspension or dismissal, it may be initiated under Article 32.08.

### 32.06 **Initial Problem-Solving Stage**

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

### 32.07 **Formal Dispute Resolution – Grievance Filing**

- (a) The grievance shall specify the details of the dispute, including, to the extent known, the names(s) of the affected Employee(s), the Articles of the Collective Agreement affected and the desired resolution.
- (b) A grievance shall be initiated within ten (10) days of the date the Employee, the Employer, or the Union or Local first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance.
- (c) The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two (2) working days of the meeting. The Employer or the Union shall communicate its decision, in writing within seven (7) days of the meeting.
- (d)
  - (i) If a resolution is achieved at or following the Article 32.08(c) resolution meeting, the agreement shall be confirmed in writing by the parties.
  - (ii) If a resolution is not achieved at or following the Article 32.08(c) resolution meeting, the grievance may be advanced to Arbitration within seven (7) days of the receipt of the decision.

### 32.08 **Mediation**

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

### 32.09 **Arbitration**

- (a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing.
- (b) Within ten (10) days after receipt of notification provided for in Article 32.09(a) above, the parties shall attempt to agree upon an arbitrator hereinafter listed for the dispute.
- (c) 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
- (d) Where one (1) of the parties determines that they need to have the issue heard by an Arbitration Board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration Board prior to the selection of the arbitrator.
- (e) After the arbitrator has been selected the arbitrator shall meet with the parties within six (6) months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 60 days after the completion of the hearing.

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

### **ARTICLE 33: TECHNOLOGICAL CHANGE**

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

### **ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY**

- 34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.
- 34.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet ten (10) times per year and, in addition, shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the

Employee's Basic Rate of Pay for attendance at Committee meetings. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.

- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union, and other bargaining groups, referred to in (a), prior to circulation.
- (c) The purpose of the Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (d) If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.
- (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
- (f)
  - (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or their designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Union within seven (7) calendar days of the resolution meeting.
  - (ii) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the Board concerned. The Board shall reply in writing to the Union within 14 calendar days of the presentation by the Union.

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

34.04 No Employee shall be assigned to work alone on a unit.

34.05 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

34.06 (a) The Employer shall have in place a harassment policy which shall be reviewed annually by the Committee.

- (b) There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this.



34.07 The Employer shall:

- (a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall review:
  - (i) engineering controls,
  - (ii) administrative policies, procedures and compliance; and
  - (iii) appropriate personal protective devices and other equipment.
- (b) share information with and obtain input from the Committee pertaining to all hazard assessments.

34.08 No regularly scheduled Shift shall begin or end between the hours of 2400 and 0600 hours without prior consultation with the Union.

### **ARTICLE 35: IN-SERVICE PROGRAMS, PROFESSIONAL FEES AND DEVELOPMENT**

- 35.01
- (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 applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
    - (i) Cardio-Pulmonary Resuscitation where required by the Employer;
    - (ii) Fire (hands on experience with equipment except where not required by the Centre’s established written fire procedures);
    - (iii) Evacuation and disaster procedures;
    - (iv) Proper lifting and transferring and prevention of injuries;
    - (v) Geriatrics, (eg: Aggression behavior management training, etc); and
    - (vi) Prevention and control infections.

- (c) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than 23 hours per year. The 23 hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 35.01(b) and shall include prevention and management of staff abuse, and a yearly workshop for the purpose of explaining the RRSP to the Employees.

### 35.02 *Professional Development Days*

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

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

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

- 35.03 (a) Effective August 2021 and each year thereafter, an Employee who has accumulated 809 or more regular hours actually worked in the previous fiscal year and has active registration with the College and Association of Registered Nurses of Alberta or the College of Registered Psychiatric Nurses of Alberta at the beginning of the next registration year, shall receive a 1% Lump Sum Payment of annual earnings payable on the first full pay period in August in part to pay their College of Registered Nurses of Alberta or College of Registered Psychiatric Nurses of Alberta registration fee.
- (b) Regular hours actually worked in (a) includes:
  - (i) Leaves of absence for Union business;
  - (ii) Other leaves of absence of one (1) month or less;
  - (iii) Time on sick leave with pay;
  - (iv) Absences while receiving Workers' Compensation; and
  - (v) Education leave up to 24 months.

**ARTICLE 36: PROFESSIONAL RESPONSIBILITY**

- 36.01 (a) A Professional Responsibility Committee (Committee) shall be established with at least three (3) and up to five (5) Employees elected by the Union and equal number representatives of the Employer. A Chairperson shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ten (10) days of receiving a written description of the issue regarding patient/resident/client care.
- (b) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care including staffing issues.
- (c) A Chair shall be elected from amongst the Committee. The Committee shall meet at every other month and at least quarterly at a regularly appointed time, and within ten (10) days of receiving a written description of the issue regarding patient/resident/client care.
- (d) A request to establish separate Committees for each site or a grouping of sites shall not be unreasonably denied.
- (e) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (f) Where an issue is specific to one (1) unit the Employee or Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
- (g) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavor to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issue(s).
- (h) During problem solving discussions, Committee members will collaborate on:
- (i) defining the issue(s);
  - (ii) identifying root cause(s) of the issue(s);
  - (iii) gathering and reviewing relevant information;
  - (iv) generating potential options for resolution of the issue(s);
  - (v) resolving the issue(s), where possible.

- (i) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
- (j) The Committee may engage the support of additional subject matter experts to assist with the above discussions.
- (k) The Committee shall discuss unresolved issues with the applicable senior leader before the matter is referred to the Chief Executive Officer as provided for in (m) below.
- (l) The Committee has the option of participating in voluntary mediation of the dispute with the assistance of representatives from within the Union and the Employer. Discussions at this stage are conducted on a without prejudice basis.
- (m) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Local and the CEO, or designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within seven (7) calendar days of the resolution meeting.
- (n) Should an issue remain unresolved following the CEO's written response, either parties' representative(s) on the Committee may refer the issue to an Independent Assessment Committee (IAC).
- (o) The IAC shall consist of three (3) persons, one (1) to be nominated by the Local, one (1) to be nominated by the Employer, and a Chairperson, who shall be a person who is knowledgeable about health care delivery and familiar with current nursing practice.
- (p) Should the Local and the Employer fail to agree on a Chairperson within 14 days of referral, either party may request the Director of Mediation Services for the Province of Alberta to appoint a Chairperson. The fees and expenses of the Chairperson shall be borne equally by the Union and the Employer.
- (q) A meeting of the IAC to investigate the issue(s) and make recommendations shall be held within 60 days of the IAC's appointment unless a longer time period is mutually agreed upon. The recommendations of the IAC shall be provided to the Employer and the Local within 14 days of the meeting.
- (r) A meeting of the parties, including the CEO and the President of the Union, shall be held within 14 days of receipt of the recommendations to discuss the recommendations and develop an implementation plan for mutually agreed changes.
- (s) Should the issue(s) remain unresolved, the Local may request and shall have the right to present its concerns, together with the IAC recommendations, to the governing Board. The governing Board shall provide a written response accepting or rejecting the IAC recommendations or substituting its own

recommendations for resolution of the issue(s) within 14 calendar days of the presentation by the Local.

- (t) Where the parties succeed in reaching a resolution of the issue(s), the agreement shall be confirmed in writing by the parties. If either party fails to implement or adhere to said resolution, the failure to adhere or implement shall be subject to the provisions of Article 32: Dispute Resolution Process.
- 36.02 An Employee attending Committee meetings shall be paid the Basic Rate of Pay for such attendance.

### **ARTICLE 37: JOB DESCRIPTION**

- 37.01 The Employer shall prepare a job description for each position within the bargaining unit. In addition, the Employer shall prepare a document specifying the roles and responsibilities of an Employee designated in charge including the authority or process for augmenting staff. Copies of such descriptions shall be on hand at each nursing unit and shall be available to each Employee upon request. Copies of all such documents shall be provided to the Union upon request, and whenever changes are made.

**LETTER OF UNDERSTANDING #1****BETWEEN****MASTERPIECE SOUTHLAND MEADOWS****AND****UNITED NURSES OF ALBERTA LOCAL # 402****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 Collective Agreement membership.
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 pay (based on the Employee's full-time equivalency) at their Basic Rate of Pay for each full period of 1765.75 hours worked at the Basic Rate of Pay to a maximum of 40 weeks pay.
  - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has received layoff notice in accordance with Article 15 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 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 of this Collective Agreement.
7.
  - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
  - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

**LETTER OF UNDERSTANDING #2****BETWEEN****MASTERPIECE SOUTHLAND MEADOWS****AND****UNITED NURSES OF ALBERTA LOCAL # 402****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 program 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 2% Special Long Service Pay Adjustment. This adjustment shall form part of the Employee's Basic Rate of Pay.
- (b) Calendar years of nursing service to determine eligibility for the Special Long Service Pay Adjustment will be based upon the calendar years registered with any nursing licensing body.
- (c) Within 90 days of:
  - (i) ratification of the Collective Agreement;
  - (ii) date of employment; or
  - (iii) achieving 20 calendar years of nursing service;

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



**LETTER OF UNDERSTANDING #3****BETWEEN****MASTERPIECE SOUTHLAND MEADOWS****AND****UNITED NURSES OF ALBERTA LOCAL # 402****RE: FIRST COLLECTIVE AGREEMENT IMPLEMENTATION**

Except as provided below, all terms and conditions of this Collective Agreement shall apply effective the date of ratification unless otherwise stated.

**1. ARTICLE 5: DUES DEDUCTIONS AND UNION BUSINESS**

Effective the first of the month following the date of ratification monthly membership dues will be deducted at 1.5% of Gross Earnings and submitted to the Union in accordance with Article 5.01.

**2. ARTICLE 11: PROBATIONARY PERIOD**

An Employee with less than 503.75 hours worked at the date of ratification will only be required to work 503.75 hours to successfully conclude the probationary period.

**3. ARTICLE 14: VACANCIES, PROMOTIONS, TRANSFERS**

A. Within 60 days of the date of ratification, each Employee shall receive a letter of hire from the Employer which will include.

- (a) the items listed under Article 14.09; and
- (b) increment anniversary date, hours toward the next increment and Basic Rate of Pay (inclusive of Educational Allowances and Long Service Pay Adjustment); and
- (c) seniority date; and
- (d) vacation anniversary date; and
- (e) vacation and sick leave entitlement level.

B. For the purposes of 3(a) through 3(e) above, each Employee shall have 30 consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If

the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement the Employee shall the right to grieve in accordance with the Collective Agreement.

**4. ARTICLE 25: SALARIES**

Effective the date of ratification, each Employee will be placed on the step in the attached salary appendix that is the closest to but not less than their current rate of pay. Employees have 90 days following ratification to provide proof of previous experience not previously used for placement on the salary appendix.

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

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
May 23, 2022	37.97	39.43	40.89	42.35	43.83	45.27	46.74	48.12	49.83
2% LSRP Rate	38.73	40.22	41.71	43.20	44.71	46.18	47.67	49.08	50.83
01-Sep-22	38.44	39.92	41.40	42.88	44.38	45.84	47.32	48.72	50.45
2% LSRP Rate	39.21	40.72	42.23	43.74	45.27	46.76	48.27	49.69	51.46
01-Apr-23	39.21	40.72	42.23	43.74	45.27	46.76	48.27	49.69	51.46
2% LRSP Rate	39.99	41.53	43.07	44.61	46.18	47.70	49.24	50.68	52.49

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

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
May 23, 2022	34.74	35.81	36.56	37.23	37.82	38.61	39.84	40.99	42.43
2% LSRP Rate	35.43	36.53	37.29	37.97	38.58	39.38	40.64	41.81	43.28
01-Sep-22	35.17	36.26	37.02	37.70	38.29	39.09	40.34	41.50	42.96
2% LSRP Rate	35.87	36.99	37.76	38.45	39.06	39.87	41.15	42.33	43.82
01-Apr-23	35.87	36.99	37.76	38.45	39.06	39.87	41.15	42.33	43.82
2% LRSP Rate	36.59	37.73	38.52	39.22	39.84	40.67	41.97	43.18	44.70

**Instructor**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
May 23, 2022	41.55	43.34	45.19	47.00	48.86	50.75	52.31	53.85	55.74
2% LSRP Rate	42.38	44.21	46.09	47.94	49.84	51.77	53.36	54.93	56.85
01-Sep-22	42.07	43.88	45.75	47.59	49.47	51.38	52.96	54.52	56.44
2% LSRP Rate	42.91	44.76	46.67	48.54	50.46	52.41	54.02	55.61	57.57
01-Apr-23	42.91	44.76	46.67	48.54	50.46	52.41	54.02	55.61	57.57
2% LRSP Rate	43.77	45.66	47.60	49.51	51.47	53.46	55.10	56.72	58.72

**Undergraduate  
Nurse**

	<b>Step 1</b>
May 23, 2022	28.49
01-Apr-23	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)

\_\_\_\_\_  
(Union)

\_\_\_\_\_

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\_\_\_\_\_

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

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