# Collective Agreement

**BETWEEN**

Blood Tribe
Department of Health Inc.

**AND**

United Nurses of Alberta
Local #416

**APRIL 1, 2024 – MARCH 31, 2028**

# COLLECTIVE AGREEMENT

BETWEEN

BLOOD TRIBE DEPARTMENT OF HEALTH INC.

AND

THE UNITED NURSES OF ALBERTA

LOCAL #416

FOR THE PERIOD

APRIL 1, 2024 - MARCH 31, 2028

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**COLLECTIVE AGREEMENT MADE THIS 29 DAY OF APRIL, 2026.**

**BETWEEN**

**BLOOD TRIBE DEPARTMENT OF HEALTH INC.**
**(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #416**
**(HEREINAFTER REFERRED TO AS THE "UNION")**

## PREAMBLE

The parties recognize that the Employer and the Blood Tribe have the legal responsibility for the provision of adequate, effective, professional and culturally responsive nursing services within Blood Tribe Territory consistent with the needs of the Blood Tribe, between the Blood Tribe, His Majesty the King in Right of Canada, and His Majesty the King in Right of Alberta.

The parties recognize that the Blood Tribe and its members hold certain Treaty and Aboriginal rights, including the right of self-government as an existing Aboriginal right within the meaning of Section 35 of the Constitution Act, 1982.

Nothing in this Collective Agreement shall be construed so as to abrogate or derogate from the application of section 35 of the Constitution Act, 1982, to any existing Treaty or Aboriginal rights of the Blood Tribe or Blood Tribe members, and nothing in this Collective Agreement shall affect the ability of the Blood Tribe or Blood Tribe members to enjoy or exercise any existing or future constitutional rights of Aboriginal peoples of Canada, or to benefit from any other arrangements or agreements that may be applicable.

The Union and the Employer agree that it is in both interests to support the delivery of effective, efficient and culturally sensitive nursing programs and services to the members of the Blood Tribe through the development of nursing programs and services which are based on First Nations laws, culture, customs, values, traditions and standards.

The Employer and the Union agree that they will strive to work together in a spirit of partnership with all nations, honouring each one's uniqueness and the creator's gifts with dignity and respect. Both parties intend to maintain harmonious and respectful relationships among the Nursing Service, the union and members of the Union and to cooperate in an endeavour to promote the well-being of the communities served. The Employer, in so doing, is guided by the principles of Kainaiyssini.

It is the purpose and intent of the parties to this agreement to foster and maintain an environment that promotes safety, respect and dignity in the workplace. The parties further intend to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.

## ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification, April 1, 2024 by their principals of the terms of this Collective Agreement, whichever is later, up to and including March 31, 2028, 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.

1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon the submission of a written application to the Employer within 90 calendar days of the signing of the Agreement.

## ARTICLE 2: DEFINITIONS

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

2.02 "Basic Rate of Pay" is the step in the scale applicable to the Employee as set out in the Salary Appendix inclusive of educational allowances and the Long Service Pay Adjustment but exclusive of all other allowances and premium payments.

2.03 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one (1) of the following categories: regular, casual, or term and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.

(a) "Regular Employee" is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;

(i) "Full-time Employee" is one who is hired to work the full specified hours in Article 7: Hours of Work and Scheduling Provisions;

(ii) "Part-time Employee" is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.

(b) "Casual Employee" is one who:

(i) is hired to work on a call basis and who is not scheduled except in accordance with Article 28.03(a)(i); or

(ii) is regularly scheduled for a period of three (3) months or less for a specific job; or

(iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.

(c) "Term 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.

2.04 "Employer" shall mean and include Btdh and such persons, and other persons assigned by Btdh as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management.

2.05 (a) "Certified Graduate Nurse" means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act and Regulations*.

(b) "Graduate Nurse – Provisional Permit Holder" means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.

(c) "Graduate Psychiatric Nurse" means a person who holds a temporary registration permit pursuant to the *Health Professions Act and Regulations*.

(d) "Undergraduate Nurse" means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse – Provisional Permit Holder, Registered Nurse.

2.06 "Registered Nurse" means a person who has been issued a certificate of registration as a registered nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.

2.07 "Shift" means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.

2.08 (a) "Union" shall mean the United Nurses of Alberta.

(b) "Local" shall mean the local branch of the Union.

2.09 The singular shall mean the plural and vice versa as applicable.

2.10 "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.

2.11 "Cycle of the Shift Schedule" means the period of time when the Shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Cycle of the Shift Schedule" shall be understood to mean a period of time not exceeding 12 weeks.

2.12 "Site" means the building or series of proximate buildings established by the Employer as a distinct designated work location for Employees under this Collective Agreement.

2.13 "FTE" means full-time equivalent.

## 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 #87-211 of the Labour Relations Board and amendments thereto. The Employer agrees to recognize the duly elected or appointed representatives of the Union.

3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.

3.03 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.

(e) ensure the operations and service delivery observes and respects Blood Tribe rights, customs, traditions, spirituality, values and treaty rights as protected by the Constitution Act of Canada and the Canadian Charter of Rights and Freedoms.

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 the membership dues and Local levies as set by the Union and Local from each Employee's Gross Earnings, exclusive of disability benefits, on a bi-weekly basis. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative in a timely manner.

(b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated. The remittance in (a) must be accompanied by a report in accordance with a Una dues report template format that has been agreed to by both parties.

5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues and Local levies structure.

5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01(a) above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.

5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Local, and for the sole purpose of posting information related to the Union's and Local'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.

5.05 (a) A representative of the Local 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, and further that a representative of the Employer may be present at such presentation. Such attendance by the Employee shall be at no loss of regular earnings.

(b) The Employer shall advise the Local President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Local President or designate the number of new Employees expected at the orientation.

5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.

(b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.

(c) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a 15% administration fee.

5.07 The Employer shall permit access to its work premises to an accredited representative of the Union. Access to workplace is dependent upon the Union representative first obtaining, from the Band, the required permit to conduct business there. Permission to enter the Employer's premises shall not be unreasonably denied.

## ARTICLE 6: NO DISCRIMINATION

6.01 There shall be no discrimination, restriction or coercion exercised or practised by either party in respect of any Employee by reason of age, race, colour, creed, ancestry, place of origin, source of income, political or religious belief, gender, sexual orientation, family status, marital status, physical disability, mental disability, gender identity, gender expression nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

6.02 (a) Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

(b) Notwithstanding the above, the parties accept that the Employer is entitled, by way of bona fide occupational requirement or appropriate affirmative action policies, to give preference to members of the Blood Tribe in employment.

## ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

7.01 **Regular Hours of Work (Home Care and Community Health)**

(a) Regular hours of work for Full-Time Employees, exclusive of meal periods are Monday to Friday:

(i) 7.5 consecutive hours per day; and

(ii) 37.5 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

(b) Regular hours of work shall:

(i) Include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working shift of 7.5 hours; or

(ii) Include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half shift of a full shift.

(iii) 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) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.

(d) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their shift or, where not possible, paid at 1.5X their regular pay for the meal period.

(e) On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with payment due at the applicable overtime rate of pay. On the proclaimed date when Daylight Saving Time resumes, the one (1) hour reduction in the shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 **Regular Hours of Work (Long Term Care, Foothills Detox Centre, Bringing the Spirt Home and the Recovery Community)**

Employees, in the course of their regular duties may be required to work on various shifts throughout the 24 hour period of the day and the seven (7) days of the week.

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

(i) 11.25 consecutive hours per day; and

(ii) 37.5 hours per week averaged over one (1) complete Cycle of the Shift Schedule.

(b) Regular hours of work shall:

(i) Include, as scheduled by the Employer, three (3) rest periods of 15 minutes during each full working shift of 11.25 hours; and

(ii) Exclude, two (2) meal period of 30 minutes to be scheduled by the Employer during each working day.

(c) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.

(d) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their shift. or, where not possible, paid at 1.5X their regular pay for the meal period.

(e) On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with payment due at the applicable overtime rate of pay. On the proclaimed date when Daylight Saving Time resumes, the one (1) hour reduction in the shift involved shall be effected with the appropriate deduction in regular earnings.

7.03 **Schedule Posting**

(a) Shift schedules shall be posted 12 weeks in advance.

(b) Shift schedules may be posted on a shorter time period than 12 weeks with mutual agreement of the Employer and the Local.

(c) The Employer shall provide the Local with a copy of each Shift schedule upon request.

(d) Prior to implementing or posting a new shift schedule the Employer shall have discussions with the Local regarding the upcoming new schedule.

(e) The parties shall agree on a reasonable time frame required for line selection (some factors to consider would include historical practice, the number of Employees, number of Employees in the identical F.T.E., the magnitude of the change, time of year).

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 writing, between the affected Employees;

(ii) prior approval of such exchange has been given by the Employees immediate supervisor;

(iii) where a request for approval is made in writing, the Employer's reply shall also be in writing; and

(iv) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.

(b) Such exchange shall be recorded on the Shift schedule.

(c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

(d) Shift exchanges shall not be permitted unless the Employees have been provided appropriate orientation.

(e) Where a shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

7.06 **Shift Schedules**

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

(a) at least 15.5 hours off duty between shifts; and for Long Term Care eight (8) hours off duty between shifts;

(b) at least two (2) consecutive days of rest;

(c) not more than six (6) consecutive scheduled days of work.

7.07 **Reporting Pay**

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

(a) the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's applicable rate of pay exclusive of Shift differential and weekend premium.

(b) and fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.

(c) No Employee shall receive payment for 7.06 (a) & (b) concurrently.

## ARTICLE 8: OVERTIME

8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.5 hours per day or 11.25 hours per day as per appropriate schedule or on scheduled days of rest.

(b) Employees must call, text or email the Employer as soon as reasonably possible if overtime is needed, only in emergency situations. Where overtime is not pre-authorized prior to, Employees must identify in the Overtime Authorization Form for all overtime worked that was not requested by the Employer.

(c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off must be taken by March 31st of the fiscal year. Employees must submit written requests to carry over any remaining over-time and if no request is received by March 31 of the fiscal year, overtime will be paid out in the subsequent payroll.

(d) Overtime may be paid out at the request of the Employee at anytime throughout the year and/or after March 31 of each year.

8.02 The overtime time 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 request an Employee to work a reasonable amount of overtime.

(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) and 7.02(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 at no cost.

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

9.01 **On-Call**

The words “on-call duty” shall be deemed to mean any period during which an Employee is not on regular duty and during which the Employee is on-call and must be reasonably available to respond without undue delay to any request to report for duty.

9.02 **On-Call Regulations**

(a) (i) Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employee’s supervisor in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer. The duty roster for “on-call duty” shall be posted in advance for the period specified in Article 7.03.

(ii) Except by mutual agreement between the Employee and Employer, if, in the course of a posted on-call duty roster, the Employer changes an Employee's on-call period, the Employee shall be paid at 2X the on-call rate for all hours in the first period of on-call affected by the change unless 14 days notice of such change has been given. The Employee shall be notified of the change and such change shall be recorded on the on-call duty roster.

(b) Where there are Employees working on a unit on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day. The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to vacation or the evening prior to an approved leave of absence.

(c) The Employer shall endeavour to avoid placing an Employee "on-call" on the evening prior to or during scheduled off duty days other than those referred to in Article 2(b).

(d) Except with mutual agreement between the Employer and the Employee, no Employee shall be assigned on-call duty for:

(i) more than seven (7) consecutive days;

(ii) more than 72 consecutive hours; and

(iii) where possible, not more than one (1) weekend in four (4), or in any event no more than two (2) weekends in a five (5) week period.

(e) The Employer shall establish a roster on which Employees may indicate their interest in performing on-call duties for areas other than the Employee's unit. In assigning on-call duties, the Employer shall first consider the Employees on the roster when assigning Employees to on-call for areas other than the Employee's unit. Employees shall only be assigned on-call duty for areas where the Employee has received appropriate orientation.

9.03 The Employer shall pay $3.30 per hour to an Employee who is assigned on-call duty on a regular work day, and $4.50 per hour to an Employee who is assigned on-call duty on their days of rest or Named Holiday.

9.04 **Call Back Pay**

(a) For each occasion that an Employee is called back to duty during the Employee's on-call period, in addition to the payment received for being on-call, the Employee shall be deemed to be working overtime and shall be paid for all hours worked during the on-call period or for three (3) hours, whichever is the longer, at the overtime rate. An Employee called back to duty will be permitted to leave upon completion of the procedure for which the Employee was called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one (1) call for the purpose of determining call-back pay.

(b) When a Regular or Term 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.

9.05 When an Employee is required to be on-call the Employee shall be supplied with a paging device at no cost. The paging device shall remain the property of the Employer.

9.06 Call-back compensation may be taken in pay or in time off in accordance with the provisions of Article 8.01.

9.07 (a) Where an Employee works pursuant to this Article 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.

9.08 **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: PROBATIONARY PERIOD AND ORIENTATION

10.01 (a) A new Employee shall serve a probationary period of 600 hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of her or his probationary period.

(b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.

10.02 Subject to Article 10.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.

10.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first three (3) Shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned three (3) Shifts. Where the Employee will be on rotating Shifts, the first two (2) Shifts shall be day Shifts and the Employee's first Shift on evenings and nights shall be under guidance or supervision. The broader orientation to the organization may be provided beyond the aforementioned three (3) Shifts as determined by the Employer. A request by an Employee for additional orientation shall not be unreasonably denied.

10.04 An Employee, absent for six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

## ARTICLE 11: SENIORITY

11.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Term Employee's continuous service within the bargaining unit of the Blood Tribe commenced, including all prior periods of service as a Casual, Term or Regular Employee contiguous to present regular or term employment.

(b) Continuous service within the bargaining unit shall include: service as a bargaining unit Employee in direct nursing care or community health nursing; provided there was no break in the Employee's service for longer than six (6) months.

(c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 11.01(a).

11.02 Seniority shall be considered in determining:

(a) (i) selection of newly created Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions; and

(ii) selection of vacant Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions.

(b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 13: Promotions, Transfers & Vacancies;

(c) layoff and recall subject to the provisions specified in Article 14: Layoff and Recall; and

(d) approval of vacation times.

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

(a) when an Employee resigns;

(b) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work; or

(c) if, subject to the provisions of Article 14: Layoff and Recall, an Employee does not return to work on recall.

11.04 **Seniority Lists**

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

(b) The Union shall be responsible for creating seniority lists and providing such lists to the Employer and Locals

(c) **Correction of Seniority Lists**

The Union or Local 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 11.03;

(ii) transfer to an excluded position; or

(iii) transfer to the status of a Casual Employee.

(d) Where an Employee claims previous service under Article 11.01(b), the Local carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

(e) **Seniority Tie-Breaking**

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

(ii) Where an Employee re-enters the Bargaining Unit in accordance with Article 11.05 and 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.

11.05 In the case of an Employee, engaged for regular or term employment entering the bargaining unit from a position which is out-of-scope of this bargaining unit and when employment in the out-of-scope position was contiguous with a previous period of employment within the bargaining unit (casual, term 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.

## ARTICLE 12: EVALUATIONS AND PERSONNEL FILE

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

(b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.

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

(d) In the event there is a Letter of Expectation on the Employee's personnel file, the matters addressed therein may be incorporated into the evaluation. After the evaluation is completed, the Letter shall be removed from the personnel file. Should the Letter not be addressed in the evaluation, the Letter is deemed to be removed from the personnel file.

12.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.

(b) Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.

12.03 (a) By appointment made at least two (2) working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view her or his

personnel file on request, on-site and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union or Local 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 her or his personnel file at the time the Employee views the file, pursuant to Article 12.03(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.

12.04 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 13: PROMOTIONS, TRANSFERS & VACANCIES

13.01 (a) The parties agree that preference can be given to members of the Blood Tribe in hiring. The Employer shall post notices of vacancies in each site in the bargaining unit and also will advertise externally not less than thirty (30) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Local within five (5) calendar days of the posting.

(b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the appointment shall be made on a term or casual basis only.

(c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.

(d) All notices of vacancy shall include:

(i) a general description of the work;

(ii) the program; and

(iii) the number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern; and

(iv) the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer.

(v) for term positions, the notice of vacancy shall also indicate the expected term.

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

(e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.

13.02 (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 13.01.

(b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 13.02(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 13.06. A Regular Employee achieving a term 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 13.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 28.03(a)(ii) shall no longer apply. A Casual Employee achieving a term position pursuant to this provision shall maintain their status as a Casual Employee.

(d) During the period of a term 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 13.01(a).

(ii) For term positions such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 13.02(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) Term positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

13.03 Applications pursuant to Article 13.01(a) and Article 13.02 shall be made to the Employer in writing.

13.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and understanding of Blood Tribe culture, traditions, language and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.

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

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

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

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

(c) Should either:

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

(ii) the Employee request reinstatement to their former position, the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.

(d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 13.01 to 13.05 inclusive.

(e) A reinstatement or placement of an Employee in accordance with Article 13.06(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.

(f) A transferred Employee's first three (3) Shifts of patient/resident/client care on a new unit shall be under guidance or supervision. Where the Employee will be on rotating Shifts, the first two (2) Shifts shall be day Shifts, and in addition the Employee's first Shift on evenings or nights shall be under guidance or supervision.

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

13.08 At time of hire or transfer, or change of hours in accordance with Article 11.02(a)(ii) or Article 13.13 or change of category in accordance with Article 28.02 or 28.03, all Employees shall receive a letter which shall include the following:

(a) category (Regular, Term or Casual);

(b) classification;

(c) number of hours per Shift and Shifts per Shift cycle;

(d) date of hire and transfer (if applicable);

(e) increment level; and

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

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

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

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

13.12 Employees in any regular position may indicate a willingness to work additional Shifts at any site and Shifts worked will be as a part of their one (1) employment relationship.

13.13 **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 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 13.13 equals or exceeds .4 FTE, they shall be posted as a vacancy.

(iv) If the number of hours vacated as a result of Article 13.13 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees within the program, in order of seniority, or may be posted as a vacancy.

(v) A Regular Full-time or Regular Part-time Employee cannot decrease her or his FTE to less than a .4 FTE pursuant to Article 13.13, unless otherwise agreed between the Employer and the Local.

(vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend her or his request.

(b) Increasing regular hours of work for Regular Part-time Employees:

(i) (A) If regular FTEs of less than .4 or term FTEs of less than 12 months and less than .4 become available on the unit such hours may be offered to Regular Part-time Employees, or may be posted in accordance with this Article for members of the bargaining unit only.

(B) Such hours are to be offered to Regular Part-time Employees working in the program, in order of seniority. Subject to Article 13.13(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 .4 FTE, these shall be posted in accordance with this Article.

(iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 13.13(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 13.13(b) above will not remain subject to the provisions of Article 13.13.

(vi) A Regular Part-time Employee may add to her or his regular hours of work, only those hours from the vacant position(s) that can be accommodated in her or his 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 13.13.

(viii) No Regular Part-time Employee shall be permitted to increase her or his 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 her or his regular hours of work pursuant to Article 13.13 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.

(d) Any redistribution of hours as a result of the operation of Article 13.13 shall not be considered a violation of the Letter of Understanding Re: Severance.

(e) Where any request pursuant to Article 13.13 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 13.13 shall be provided to the Local forthwith.

(g) An Employee whose regular hours of work are altered through the operation of Article 13.13 shall not be required to serve a trial period.

(h) Agreement to alter an Employee's regular hours of work in accordance with Article 13.13 shall not be considered a violation of Articles 13: Promotions, Transfers & Vacancies; 14: Layoff and Recall; 28: Part-time, Term and Casual Employees

(i) This provision is not intended to circumvent the posting and recall provisions of Articles 13: Promotions, Transfers & Vacancies and 14: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 13: Promotions, Transfers & Vacancies and 14: 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 13.13(b)(iii) apply.

(j) A request to transfer to Casual Status shall not be unreasonably denied. Article 13.06(c) shall not apply to Employees who transfer to Casual Status.

## ARTICLE 14: LAYOFF AND RECALL

14.01 (a) For the purposes of Article 14: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.

(b) The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

14.02 **Notice**

(a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Local a copy of the notice of layoff forthwith, except that the 28 calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

(b) Where the layoff results from an Act of God, fire or flood, 28 calendar days notice is not required but up to four (4) weeks pay in lieu thereof shall be paid to affected Employees.

14.03 **Order of Layoff**

(a) Subject to the provisions of Article 14.03(b) and 14.04(a)(iii), layoff shall occur in reverse order of seniority.

(b) Notwithstanding the provisions of Article 14.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 14.03(a) would result in retaining Employees who do not have the ability to perform the work.

14.04 **Displacement**

(a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 24 months of seniority:

(i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work;

(ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or

(iii) at the Employee's option, accept layoff with the right of recall.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Local of such within 10 consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 16: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 14.04.

(b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 14.04(a) shall within 72 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:

(i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work (an Employee may elect to be laid off, with recall rights if the position is located at a site outside the boundaries of the municipality in which the current site is located); or

(ii) in the absence of such a vacancy effect a layoff in accordance with Article 14.03 by serving notice pursuant to Article 14.02.

(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 14.03 by serving notice pursuant to Article 14.02.

(d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which she or he is employed exceeds that of the Employee.

(e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

14.05 **Recalls**

(a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than 14 calendar days duration.

(b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.

(c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.

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

(e) An Employee shall have the right to refuse a recall to a position which is located at a site other than their current site without adversely affecting the Employee's recall rights except at the site to which the recall was refused.

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

14.07 **Benefits**

(a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 19.01 on behalf of the laid off Employee for the duration of the layoff to a maximum of three (3) months premium.

(b) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 19.01.

14.08 **Application of Collective Agreement**

(a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 13: Promotions, Transfers & Vacancies.

(b) Where an Employee works while on layoff in accordance with Article 14.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.

(c) Should an Employee be affected pursuant to Article 14.02(a) while the Employee is on leave of absence or absent due to illness or injury, the Employee shall be served with notice under Article 14.02 after the Employee has advised the Employer of their readiness to return to work.

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

14.09 (a) Prior to recalling laid-off Employees pursuant to Article 14.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than 10 calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Local within five (5) calendar days of posting. Employment competitions posted pursuant to Article 14.09(a) shall be limited to Regular Employees.

(b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 14.05. If unable to temporarily fill the vacancy in accordance with Article 14.05, the Employer may temporarily fill the vacancy in accordance with Article 13.01(b).

(c) A notice of vacancy shall indicate the position is posted pursuant to Article 14.09.

(d) Applications pursuant to Article 14.09(a) shall be made to the Employer in writing.

(e) In making promotions and transfers pursuant to Article 14.09(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 13: Promotions, Transfers and Vacancies.

(f) Where there is:

(i) a vacancy resulting from an appointment under Article 14.09(a), or

(ii) when there are no suitable applicants for a vacancy posted under Article 14.09(a),

recalls shall be carried out in accordance with Article 14.05.

(g) The name of the Employee appointed pursuant to Article 14.09(e) shall be posted for not less than eight (8) calendar days. All other applicants and the Local shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.

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

## ARTICLE 15: VACATIONS WITH PAY

### 15.01 **Definitions**

For the purpose of this Article:

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

(b) "vacation year" means the 12 month period commencing on the 1st day of April in each calendar year and concluding on the last day of March of the following calendar year;

(c) "date of employment" means:

(i) in the case of an Employee whose employment commenced between the 1st and 15th days inclusive of any month, the 1st day of that calendar month; or

(ii) in the case of an Employee whose employment commenced between the 16th and last days inclusive of any month, the 1st day of the following calendar month.

### 15.02 **Vacation Entitlement**

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

(a) **Registered Nurse**

(i) during the 1st to 3rd year of such employment, an Employee earns a vacation of 112.5 working hours per year;

(ii) during each of the 4th to 10th years of employment, an Employee earns a vacation of 150 working hours per year;

(iii) during each of the 11th to 15th years of employment, an Employee commences to earn vacation with pay at the rate of 165 working hours per year;

(iv) during each of the 16th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 187.5 working hours per year.

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

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

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

15.03 **Time of Vacation**

(a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.

(b) (i) The Employer shall post the vacation schedule planner by January 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees program, who can be granted vacation at the same time. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees in the program shall be the deciding factor.

(ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within 14 days of the request.

(c) Notwithstanding Article 15.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.

(d) Notwithstanding Article 15.03(a) a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:

(i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and

(ii) such vacation can be taken at a mutually agreeable time.

(e) (i) Subject to Article 15.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (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.

(f) Notwithstanding Article 15.03(b), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay, for that portion of the Employee's vacation entitlement that exceeds four (4) weeks.

(g) No Employee shall have her or his vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has her or his vacation cancelled by the Employer shall be paid Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer.

15.04 **Vacation Pay on Termination**

(a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:

(i) the unused period of vacation entitlement up to March in each calendar year at the Employee's basic rate, together with

(ii) 6% in the case of an Employee entitled to 15 working days vacation per annum; 8% in the case of an Employee entitled to 20 working days vacation per annum; or 10% in the case of an Employee entitled to 25 working days vacation per annum; of the Employee's regular earnings from the 1st day of April in each calendar year to the date of termination.

(b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice under "Discipline, Dismissal and Resignation", Article 21.10, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code* concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

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

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

(a) periods during which the Employee is in receipt of sick leave pursuant to Article 18.03;

(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.

## ARTICLE 16: IN CHARGE AND PRECEPTOR PAY

16.01 **In Charge Pay**

**Home Care and Community Health**

(a) Where there is no out-of-scope management designated to be in charge of a Unit on a Shift an Employee shall be in charge.

(b) When an Employee who holds the position of a Staff Nurse is designated in charge of a Unit, such Employee shall be paid an additional $2.00 per hour.

(c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.

(d) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

**Long Term Care, Foothills Detox Centre, Bringing the Spirt Home and the Recovery Community**

(a) Where there is no out-of-scope management designated to be in charge of a Unit or no out-of-scope management person reasonably available on a day shift, an Employee shall be in charge. Night Shift and Weekend charge pay shall be paid for this shift as there is no out-of-scope management person available.

(b) When an Employee who holds the position of a Staff Nurse is designated in charge of a Unit, such Employee shall be paid an additional $2.00 per hour.

(c) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.

(d) The Employer shall provide an appropriate orientation to an Employee prior to assigning the Employee in charge.

16.02 **Preceptor Pay**

(a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.

(b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional $2.00 per hour.

(c) “Preceptor” shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students.

## ARTICLE 17: NAMED HOLIDAYS

17.01 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 |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | August Civic Day |
| Christmas Day | Boxing Day |
| Victoria Day | National Indigenous Peoples Day |
| Canada Day | National Day for Truth and Reconciliation |

and any day proclaimed to be a holiday by:

(i) The Government of the Province of Alberta;

(ii) The Government of Canada.

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

(a) work her or his 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.

17.03 (a) Except as specified in Article 17.03(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 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) Pay for the day referred in Article 17.03(a)(i)(ii)(iii) shall be for 7.5 hours.

(d) The Employer shall not schedule the alternate day 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.

(e) 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 Christmas Day 3X their Basic Rate of Pay.

17.04 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 17.03(b) above.

17.05 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 17.03.

## ARTICLE 18: SICK LEAVE

18.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident.

(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.

18.02 Effective April 1, 2019, an Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 9.375 working hours for each full month of employment up to a maximum credit of 450 working hours.

18.03 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.

18.04 Employees may be required to submit satisfactory proof to the Employer or its agents of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

18.05 When an Employee has accrued the maximum sick leave credits of 450 working hours, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

18.06 Sick leave shall be granted:

(a) if an Employee becomes ill during her or his vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation; or

(b) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation shall be considered as vacation days not taken and may be rescheduled to a later date.

(c) Notwithstanding Article 18.06(a), should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.

18.07 (a) An Employee who has been receiving Long-term Disability (Ltd) benefits and who is able to return to work and who is:

(i) capable of performing the duties of her or his former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability; or

(ii) incapable of performing the duties of her or his former position, but is capable of performing the duties of the Employee's 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 reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.

(iii) In reinstating an Employee under (ii), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee if possible.

(b) An Employee who does not qualify for Ltd benefits and who exhausts her or his 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) months notice of her or his 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 Lay-off and Recall provisions of this Collective Agreement.

18.08 Upon request of an Employee, the Employer shall advise an Employee of her or his accrued sick leave credits.

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

18.10 (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 with an Employer who 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 therefore. The Employee shall be provided with a written statement of such entitlement upon termination.

(b) (i) Where a Regular or Term Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 28.03, the Casual Employee shall not have access to the frozen sick leave bank.

(ii) Where a Casual Employee in Article 28.03 subsequently transfers to a regular or term position with the same Employer, such Employee shall have his or her frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 18: 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 28.03, 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 months of termination, obtains a regular or term position with an Employer which 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.

18.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

18.12 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 13: Promotions, Transfers & Vacancies.

## ARTICLE 19: PREPAID HEALTH BENEFITS

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

(a) Inclusive of:

(i) vision care coverage providing for annual eye exams, not covered by Alberta Health, and up to $150 every two (2) calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and

(ii) 100% direct payment provision for all medication prescribed by a qualified practitioner.

(b) Inclusive of:

(i) Group Life Insurance (2X basic annual earnings rounded to next highest $1000);

(ii) Accidental Death and Dismemberment (basic) (2X basic annual earnings rounded to next highest $1000);

(iii) Short-term Disability covering both Occupational and Non-Occupational injuries and illnesses (income replacement for a period of up to 119 working days during a qualifying disability equal to 75% 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 15th day following the commencement of non-hospitalized sickness);

(iv) Long-term Disability covering both Occupational and Non-Occupational injuries and illnesses, (income replacement during a qualifying disability equal to 75% of basic monthly earnings to the established maximum following a 119 working day elimination period); and

(v) Dental Plan, which provides for the reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services and 50% of eligible Orthodontic Services, in accordance with the carrier's Usual and Customary Fee Guide. A maximum annual reimbursement of $3000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of $3000 per insured person.

19.02 (a) Where the benefits specified in Article 19.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

(b) The parties agree that there shall be no substantive change to any benefits provided by the plan, without agreement between the Employer and the Union, unless such changes are required by legislation.

19.03 The premium costs shall be shared 50% by the Employer and 50% by the Employee.

19.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.

19.05 The Employer shall:

(a) provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.

(b) advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 19.01(a) and (b).

19.06 Such coverage shall be provided to regular and Term Employees except for:

(a) Part-time Employees, whose regularly scheduled hours of work are fewer than 20 hours per week averaged over one (1) complete Cycle of the Shift Schedule; and

(b) Term Employees, who are hired to work for a position of less than six (6) months;

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

## ARTICLE 20: LEAVES OF ABSENCE

### 20.01 General Policies Governing Leaves of Absence

(a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.

(b) Except as provided in Article 20.01(c), where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 19: Prepaid Health Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.

(c) With the exception of a leave of absence for Union or Local business, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.

(d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.

(e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

(f) In reinstating an Employee under Article 20.04 and 20.05, the Employee will be reinstated to the Employee's former position, and if not possible the Employer will consult with the Employee and the Union over possible suitable placements.

### 20.02 General Leave

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

### 20.03 Bereavement Leave

(a) Upon request, an Employee shall be granted up to five (5) days, without loss of pay, in the event of the death of a member of the Employee's immediate family (Spouse, Parents, Children, Siblings, Grandparents, Parents-in-law, Siblings-in-law and son/daughter-in-law and grandchildren).

(b) Upon request, an Employee shall be granted up to three (3) days, without loss of pay, in the event of the death of a member of the Employee's extended family (Aunt, Uncle, nephew, niece, cousin) and adoptive family members (Custom Adoption according to Blood Tribe customs as listed in obituary).

(c) Bereavement leave may be extended by up to two (2) days as may be necessitated by reason of travel over 350 kilometers return.

### 20.04 Maternity Leave

(a) An Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding

the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.

(b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, Ei Sub Plan benefits, Std or Ltd. Maternity leave shall not exceed 18 months unless mutually agreed otherwise between the Employee and the Employer.

(c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, Ei Sub Plan Benefits, Std or Ltd; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

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

(e) An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.

20.05 **Adoption/Paternity Leave**

(a) An Employee who has completed the probationary period shall, upon written request, be granted leave without pay and benefits for up to 18 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by the Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.

(b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

(c) The Employee may commence paternity leave with one (1) days notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.

20.06 **Education Leave**

(a) The Blood Tribe Department of Health strongly supports Employee's participation in continuing education and may assist Employees in offsetting monetary costs associated with continuing education.

(b) All requests for financial assistance related to continuing education Employees will be at the discretion of the Blood Tribe Department of Health Ceo and must be relevant to his/her duties and responsibilities in the Blood Tribe Department of Health.

20.07 **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.

20.08 **Personal Leave**

(a) Each Employee shall be entitled to three (3) Personal Leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. While the use of Personal Leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, Personal Leave days are not intended for the purposes of extending time off from work. Requests for Personal Leave shall not be unreasonably denied.

(b) For newly hired Employees, if Employment commences on or after August 1st of the year and before November 30th of the year an Employee shall have two (2) Personal Leave days. If Employment commences on or after December 1st of the year and before March 31st an Employee shall have one (1) Personal Leave day.

20.09 **Compassionate Care Leave**

(a) An Employee, who has completed at least 90 days of employment, with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period up to twenty seven weeks as defined in the Alberta Employment Standards Code and regulations. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Alberta Employment Standards Code and regulations.

(b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for terminal leave when circumstances make it reasonable to do so.

20.10 **Cultural Day**

For the purposes of this Article, the following definitions shall be used:

(a) "Cultural Day" shall mean those days that are adopted from time to time by Chief and Council of the Blood Tribe in which the aboriginal peoples of Canada celebrate their customs and beliefs as a way of encouraging the transmission of those customs or beliefs from generation to generation.

(b) Cultural Day

Employees shall be eligible to receive a day off with pay for the following Cultural Days recognized by the Blood Tribe:

(i) Treaty Seven Day, September 22

20.11 **Military Leave**

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

20.12 **Leave for Public Affairs**

(a) The Employer recognizes the right of a Regular Employee to participate in public affairs.

(b) Should an Employee participate in Federal, Provincial or Blood Tribe elections, they must take a leave of absence from nomination date to election date and if elected must resign from their position, as per tribal regulation.

20.13 **Other Job Protected Leaves**

(a) Employees who have completed 90 days of employment with the Blood Tribe are eligible for the following unpaid Job Protected Leaves as defined under the Alberta Employment Standards Code and regulations.

(i) Personal and Family Responsibility Leave

(ii) Long Term Illness and Injury Leave

(iii) Domestic Violence Leave

(iv) Citizenship Ceremony Leave

(v) Critical Illness of an Adult Family Member

(vi) Critical Illness of a Child

(vii) Death or Disappearance of a Child.

## ARTICLE 21: DISCIPLINE, DISMISSAL AND RESIGNATION

21.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Local within 10 days of the date the Employer first became aware of, or reasonably

should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

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

21.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Local forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within 10 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.

21.04 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 one (1) year of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

21.05 The procedures stated in Articles 21.01, 21.02 and 21.03 do not prevent immediate suspension or dismissal for just cause.

21.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action. Upon request the member and or the Local Representative or Labour Relations Officer shall receive from the Employer, 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 patient(s), public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.

21.07 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Local forthwith.

21.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated her or his services with the Employer.

21.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.

21.10 Twenty-eight (28) calendar days notice in writing, shall be given by an Employee who resigns.

21.11 For the purposes of Article 21.01, 21.02 and 21.06 periods of time referred to in days shall be deemed to mean such periods of time calculated in consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 17: Named Holidays.

## ARTICLE 22: NO STRIKE OR LOCKOUT

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

## ARTICLE 23: SALARIES

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

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

(i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Advisory Board (Nepab), or one who has satisfied Crna that the Employee has completed a training program substantially equivalent to a Nepab-approved nursing education program, shall be paid at the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration – examination or the Employee's most recent date of employment, whichever is later; and,

(ii) in all other cases, a Provisional Permit Holder who has applied for issuance of an annual certificate pursuant to the Health Professions Act, and Regulations, and who subsequently qualifies to have her or his name entered into the register of Registered Nurses, shall be paid, for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the provisional permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

(b) Employee's Basic Rate of Pay will be advanced to the next higher basic rate of pay following:

(i) In the case of a full-time Employee, one year service until the maximum step is reached;

(ii) In the case of a part-time or casual Employee, on the completion of 1968.75 hours worked inclusive of: leaves of absence for union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay, all vacation hours taken or paid in lieu thereof, to the maximum increment granted full-time Employees.

23.03 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.

23.04 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 hours on the designated pay day.

23.05 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.

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

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

23.07 Where an eligible Employee so elects the Employer agrees to deduct Employee contributions and remit Employer and Employee contributions for Canada Pension Plan.

## ARTICLE 24: EDUCATIONAL ALLOWANCES

24.01 (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 institution

| **Course/Certificate** | **Hourly Allowance** |
|---|---|
| Certified Diabetes Educator Certificate | $0.50 |
| Gerontology Certificate | $0.70 |
| Baccalaureate Degree | $1.25 |
| Master's Degree | $1.50 |

(b) For Employees employed as of the date of ratification of this Collective Agreement, who are currently receiving educational allowances higher than those set above, such allowances shall be maintained until such time as the above allowances exceed the allowances being received by those Employees.

24.02 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 for the qualification or from the date of hire, whichever is later to a maximum of 12 months.

## ARTICLE 25: RECOGNITION OF PREVIOUS EXPERIENCE

25.01 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 has completed a nursing refresher course within the past 12 months, the Employer will recognize experience that is more than five (5) years old.

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

## ARTICLE 26: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

26.01 **Shift Differential**

A Shift differential of $5.00 per hour shall be paid:

(i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or

(ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (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.

26.02 **Weekend Premium**

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

(a) to Employees working a Shift wherein the majority of such Shift falls within a 64 hour period commencing at 1500 hours on a Friday; or

(b) to Employees working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one (1) hour is worked within a 64 hour period commencing at 1500 hours on a Friday.

(c) to Employees working all overtime hours which fall within the 64 hour period commencing at 1500 hours on a Friday.

(d) Notwithstanding (b) above, for Employees working a regular Shift that concludes between 1500 hours and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

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

## ARTICLE 27: PENSION PLAN

27.01 All regular full-time and part-time Employees, upon completion of the probationary period, shall enroll in the Blood Tribe Pension Plan, the terms and conditions of which are as follows:

(a) **Type of Plan**

The Plan will be a defined contribution pension plan. Participation in the Plan shall be mandatory.

(b) **Contributions**

Members contributions – Each member in the Pension Plan will be required to make contributions based on the following:

Effective three (3) months from date of ratification:

(i) Employees must contribute a minimum of 5.5% of regular earnings and can contribute up to 9% of regular earnings with the Employer matching contributions up to 9% in increments of 0.5%.

(ii) Employees currently below the threshold of contributions may elect to be grandfathered.

**Voluntary Contributions**

Employees can make voluntary contributions, with no matching contributions by the Employer up to the maximum allowed under the Canadian Income Tax Act. These voluntary contributions may be withdrawn at any time by the Employee without penalty or fee but subject to applicable withholding tax.

**Vesting**

Vesting will be done in accordance with provincial regulations.

**Transfer of Assets into the Plan**

Employees are allowed to transfer funds from another registered pension plan, a retirement savings plan or a deferred profit sharing plan into this plan. Any funds that an Employee transfers to this plan will be treated as a voluntary contribution.

**Administrative Costs**

All costs of administration will be borne by the Pension Plan.

27.02 The Employer will provide annual reminders to enroll in the pension plan to all eligible Employees.

## ARTICLE 28: PART-TIME, TERM AND CASUAL EMPLOYEES

28.01 **Part-Time Employees**

Except as modified in Article 31.01, 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 7.50 hours per day and in any event, shall be less than 37.5 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) A Part-time Employee may work Shifts in addition to those specified in Article 28.01(a).

(iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 7.5 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 7.5 hours in a day.

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

Amend Article 7.02(a) (Long Term Care, Foothills Detox Centre, Bringing the Spirt Home and the Recovery Community) to read:

7.02 (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 11.25 hours per day and in any event, shall be less than 37.5 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) A Part-time Employee may work Shifts in addition to those specified in Article 28.01(a).

(iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee shall be paid the Employee's basic rate for hours worked up to 11.25 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 11.25 hours in a day.

(v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or

on the Employee's scheduled day of rest, the Employee shall be paid 1.5X the applicable basic hourly rate for work performed.

(b) **Shift Schedules**

(i) Amend Article 7.05 to read:

7.05 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; and for Long Term Care 8.0 hours off duty between shifts;

(ii) an average of at least two (2) consecutive days of rest per week;

(iii) no more than six (6) consecutive scheduled days of work.

(iv) Violation of any provision of Article 28.01(b) shall result in payment to each affected Employee at 1.5X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

(c) **Vacation with Pay**

(i) Amend Article 15.02 to read:

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

(i) hours paid at the Basic Rate of Pay, inclusive of periods of sick leave with pay;

(ii) hours worked and paid in accordance with Article 7.04;

(iii) hours worked on a Named Holiday to a maximum of 7.5 hours or in Long Term Care, Foothills Detox Centre, Bringing the Spirt Home and the Recovery Community 11.25 hours;

(iv) regularly scheduled hours during periods where the Employee is in receipt of Short Term Disability benefits;

(v) regularly scheduled hours during the first 119 working days of any period where the Employee is receiving Long Term Disability benefits; and

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

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

$$\frac{\text{Hours specified in Article 28.01(c): (15.02(a))} \times \text{The applicable \% outlined below}}{\text{Number of hours of paid vacation time to be taken in the next following vacation year}} =$$

(a) 6% during the 1st to 3rd employment year;

(b) 8% during each of the 4th to 10th employment years;

(c) 8.8% during each of the 11th to 15th employment years;

(d) 10% during each of the 16th and subsequent employment years.

(c) Employee with Less than a Year of Service

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

(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 his or her employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

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

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

(d) **Named Holidays**

Amend Article 17 to read:

17.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.2% of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

17.02 (a) A Part-time Employee required to work on a Named Holiday shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 7.5 hours or up to 11.25 hours for Long Term Care, Foothills Detox Centre, Bringing the Spirt Home and the Recovery Community.

(b) Notwithstanding Article 17.02(a), a Part-time Employee required to work on Christmas Day shall be paid at 2.5X the Employee's Basic Rate of Pay for work performed up to 7.5 hours or up to 11.25 hours for Long Term Care, Foothills Detox Centre, Bringing the Spirt Home and the Recovery Community.

(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 Christmas Day 3X their Basic Rate of Pay.

(e) **Sick Leave**

Amend Article 18.02 to read:

18.02 (a) A Part-time Employee shall accumulate sick leave benefits on the basis of 9.375 working hours per month, pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

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

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

28.02 **Term Employees**

(a) Term Employee shall be covered by the terms of this Collective Agreement, except that a Term Employee shall have no rights under Article 14: Layoff and Recall.

(b) Subject to the right of the Employer to release a Term Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 13.08 shall also specify the expected period of the term position.

(c) An Employee occupying a term position shall not have the right to grieve placement pursuant to Article 13.02, if so eligible, or termination of employment pursuant to Article 28.02(b).

28.03 **Casual Employees**

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

- Article 7: Hours of Work and Scheduling Provisions - 7.01(a), 7.02, 7.03, 7.04

- Article 11: Seniority
- Article 14: Layoff and Recall
- Article 15: Vacations with Pay
- Article 17: Named Holidays
- Article 18: Sick Leave, except Article 18.10(b)
- Article 19: Prepaid Health Benefits, and
- Article 20: 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 13.02, the Employee shall receive the benefits of a Term Employee while filling that position.

(iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.03(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 150 (210 for Long Term Care, Foothills Detox Centre, Bringing the Spirt Home and the Recovery Community) 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 1968.75 regular hours of work and thereafter a further increment upon the completion of each period of 1968.75 regular hours actually worked to the maximum increment granted Full-time Employees.

(c) **Vacation**

Amend Article 15 to read:

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

(i) 6% of their regular earnings during the 1st to 3rd employment year;

(ii) 8% of their regular earnings during the 4th to 10th employment years;

(iii) 8.8% of their regular earnings during the 11th to 15th employment years;

(iv) 10% of their regular earnings during the 16th and subsequent employment years;

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

(d) **Named Holidays**

Amend Article 17 to read:

17.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.2% of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.

17.02 (a) A Casual Employee required to work on a Named Holiday shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 7.5 hours or up to 11.25 hours for Long Term Care, Foothills Detox Centre, Bringing the Spirt Home and the Recovery Community.

(b) Notwithstanding Article 17.02(a), a Casual Employee required to work on Christmas Day shall be paid at 2.5X the Employee's Basic Rate of Pay for work performed up to 7.5 hours or up to 11.25 hours for Long Term Care, Foothills Detox Centre, Bringing the Spirt Home and the Recovery Community.

(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 Christmas Day 3X their Basic Rate of Pay.

(e) In the event an Employee is required to serve as a witness in matters arising out of her or his employment, the Employee shall be granted leave of absence at her or his regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

## ARTICLE 29: COPIES OF COLLECTIVE AGREEMENT

29.01 Employees and the Employer will have access to electronic copies of the Collective Agreement.

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

## ARTICLE 30: DISPUTE RESOLUTION PROCESS

### 30.01 **Purpose**

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

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

(a) encourage open, face-to-face dialogue between the people affected by a dispute;

(b) achieve timely and equitable resolutions to identified issues as close to the source as possible;

(c) contribute to and support a positive, harmonious work environment and Employee and manager job satisfaction;

(d) recognize and respect the roles, interests and accountabilities of all involved;

(e) minimize the time and costs involved in resolving disputes; and

(f) achieve solutions that are consistent with the terms of this Collective Agreement.

### 30.02 **Communication**

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

(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.

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

(a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 17: Named Holidays.

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

### 30.04 **Meetings**

(a) An Employee shall have the right to be accompanied by a Union 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. Travel compensation shall also be provided in accordance with Article 9: Transportation.

30.05 **Disputes Affecting More Than One Employee**

If a dispute directly affects two (2) or more Employees, it may be initiated under Article 30.08.

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

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

30.07 **Initial Problem-Solving Stage**

(a) Employees and Nurse 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.

(e) Meetings shall occur within 30 days from the date the dispute was identified, unless extended by mutual agreement in writing by both parties.

30.08 **Formal Dispute Resolution – Grievance Filing**

(a) The grievance shall specify the details of the dispute, the Articles of the Collective Agreement affected and the desired resolution.

(b) A grievance shall be initiated within 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 30.08(c) resolution meeting, the agreement shall be confirmed in writing by the parties.

(ii) If a resolution is not achieved at or following the Article 30.08(c) resolution meeting, the grievance may be advanced to Arbitration within seven (7) days of the receipt of the decision.

30.09 **Mediation**

(a) Following attempts to resolve the dispute, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.

(i) The mediator shall, within 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.

30.11 **Arbitration**

(a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party.

(b) Within 10 days after receipt of notification provided for in Article 30.11(a) above, the parties shall attempt to agree upon an arbitrator hereinafter listed for the dispute.

(c) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, the parties shall, within 10 days after receipt of notification provided for in Article 30.11(b) above, select one of the following arbitrators to hear the Arbitration:

| | | |
|---|---|---|
| Tom Jolliffe | Greg Francis | Mark Asbell |
| Andrew C. L. Sims | David Phillip Jones | William McFetridge |
| William J. Johnson | Les Wallace | David G. Tettensor |

Note: The parties may mutually agree to amend the above list.

(d) Where one 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 31: COMPENSATION ERRORS

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

31.02 Employers are entitled to recover overpayments from Employees' earnings according to the following procedures:

(a) When an Employer discovers a compensation overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated. The Employer shall only recover overpayments from within a 12 month period starting the day the Employee is made aware an overpayment exists.

(b) If the amount involved is less than $200, the advice in (a) may be oral and, provided the Employee gives, and the Employer records the fact of, their oral agreement, the Employer may recover the overpayment in any way the Employee agrees is appropriate. A copy of the Employer's note of the oral agreement will be sent to the Local and the Employee.

(c) If the amount involved exceeds $200 or, following oral advice, the Employees' consent has not been obtained, the advice given under (a) shall be set out in writing in the form attached as Appendix A, with a copy to the Local and the Employee.

(d) An Employee receiving an Overpayment Recovery Notice must reply to that notice as soon as possible and in any event within 25 days.

(e) The Employer may recover overpayments by deductions from an Employees' earnings:

(i) in any way agreed to by the Employee orally under (b) or in writing;

(ii) if the Employee fails to reply after 25 days of receiving an overpayment recovery notice or the parties cannot agree on a repayment schedule, then starting with the Employee's next pay cheque, at a rate not to exceed $25 per $200 of Gross Earnings;

(iii) if the Employee resigns or is terminated for cause, from their final pay cheque or other funds due on termination.

(f) If the Employee still disputes the validity or the amount of the overpayment, the parties will, within 20 days meet and attempt to resolve the issue. If it remains unresolved, they will set out, in writing:

(i) the facts said to give rise to the overpayment;

(ii) the conflicting versions of the facts on the points of disagreement;

(iii) if liability is disputed, the basis of that dispute.

(g) The statement in (f) will be forwarded to an arbitrator for summary adjudication. If the parties are unable to agree upon the choice of an arbitrator, they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The arbitrator may, in addition to exercising an arbitrator's customary powers, and without limiting those powers:

(i) resolve the matter based on written submission alone;

(ii) use a conference call hearing in lieu of an in-person hearing.

The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.

(h) In any adjudication the onus of proving the overpayment is upon the Employer.

(i) Disputes over overpayment liability involving similar facts shall be consolidated into a single hearing wherever possible.

31.03 If there is a payroll error, the Employer must issue the monies owing, within five (5) working days.

31.04 The above process is not intended to affect other payroll adjustments/deductions that occur as a result of informal discussions between the Employee and their Manager(s)/ Time Keeper that result from errors in time entries and that are agreed upon by the Employee through these informal discussions. The above process will only apply if an error and resulting adjustment/deduction cannot be resolved through submission of a time sheet correction.

## ATTACHMENT A

# OVERPAYMENT RECOVERY NOTICE

You **must** reply to this notice as soon as possible and in any event within 25 days – See *Article 31 of the Collective Agreement*

EMPLOYEE NAME

EMPLOYEE NUMBER: DATE:

**BOX 1**

AN OVERPAYMENT IN THE AMOUNT OF $

HAS BEEN IDENTIFIED AS A RESULT OF THE FOLLOWING CIRCUMSTANCES:

- If there has been an overpayment it must be repaid. Fill in your choice of repayment method in box 2.
- If you believe there has not been an overpayment, fill in box 3 and explain why.
- If you agree there has been an overpayment but dispute the amount fill in box 2 for the amount overpaid and box 3 explaining why and how the amount is wrong.

**BOX 2**

PLEASE INDICATE YOUR OVERPAYMENT PREFERENCE AND REQUEST BY COMPLETING ONE OF THE FOLLOWING:

- ☐ Collect the entire amount from my next cheque.
- ☐ Collect $ _____ dollars over the next _____ pay periods.
- ☐ Attached is a personal cheque for the entire amount.
- ☐ Attached are _____ post-dated cheques for $ _____ each to address the amount in full.
- ☐ Please collect the amount of recovery required from one (1) or more of the following:
  - ☐ Overtime Bank ☐ Statutory Holiday Bank ☐ Vacation Bank

**BOX 3**

IF YOU DISPUTE THAT THERE HAS BEEN AN OVERPAYMENT OR THE ACCURACY OF THE AMOUNT INVOLVED – EXPLAIN WHY:

REPAYMENT/PREFERENCE AGREED:

EMPLOYER SIGNATURE EMPLOYEE SIGNATURE

DATE: DATE:

PLEASE DIRECT REPLIES TO: NOTES OF ORAL DISCUSSION WITH EMPLOYEE: DATE:

*cc: UNA*

## ARTICLE 32: OCCUPATIONAL HEALTH AND SAFETY

32.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. 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*.

32.02 (a) There shall be an Occupational Health and Safety Committee, which shall be comprised of representatives of all departments with the Employer and will have one representative from this bargaining unit. This Committee shall meet at least quarterly, and in addition shall meet within 10 days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings. If determined by the Employer to be required training it shall be 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 and the Committee, prior to circulation.

(c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety, including the security of each Employee on the Employer's premises and 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.

(f) Should the recommendations not be implemented or adequate steps taken towards implementation within 45 calendar days from the date the recommendation is made, the Committee may request and shall have the right to present its concern(s) and recommendation(s) to the Chief Executive Officer (Ceo). The Ceo shall reply in writing to the committee within 14 calendar days of the presentation by the committee.

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

32.04 The Employer shall maintain and follow Blood Tribe Personnel Policies and Procedures on harassment, discrimination and abuse which applies to all Employees of the Blood Tribe. In addition:

(a) The Employer shall have in place a respectful workplace policy which shall be reviewed annually, and receive recommendations as deemed appropriate, by the Occupational Health & Safety Committee.

(b) The Oh&S Committee shall develop a policy supporting a safe and respectful workplace where abuse will not be tolerated. This policy will be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this.

32.05 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 to the Occupational Health and Safety Committee in the form of a written complaint.

32.06 The Employer shall implement a Psychological Health and Safety Plan consistent with the current Canadian Standards Association Psychological Health and Safety in the Workplace Standard. Aspects of this plan relevant to a particular workplace may be reviewed annually by the Occupational Health and Safety Committee.

## ARTICLE 33: PROFESSIONAL DEVELOPMENT

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

33.02 **In-services**

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.

33.03 (a) Upon request each Employee shall be granted at least three (3) professional development days annually paid at the Employee's basic hourly rate of pay.

(b) The Employer's approval of professional development days shall be subject to the Employer meeting operational requirements.

(c) 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.

(d) Professional development days not used in one (1) fiscal year shall not be carried forward into the subsequent fiscal years.

(e) Applications for paid professional development days shall be made in writing to the Employer as early as possible. The Employer shall respond to such applications in a timely manner and in any event, within 14 calendar days of receipt of the request from the Employee.

33.04 Nursing Journals – The Employer shall make available three (3) current nursing journals.

33.05 **Travel**

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

33.06 (a) The Employer will reimburse Employees (who at the beginning of registration year have active registration in their Professional College) $400 if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.

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

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

(ii) Other leaves of absence of one (1) month or less;

(iii) Maternity, Parental, Compassionate/Terminal Care, parents of the Critically Ill Child and Death or Disappearance of Child Leaves;

(iv) Time on sick leave with pay; and

(v) Educational leave up to 24 months.

(c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:

(i) The College of Registered Nurses of Alberta,

(ii) The College of Registered Psychiatric Nurses of Alberta; or

(iii) Any alternative Professional College acceptable to the Employer.

## ARTICLE 34: PROFESSIONAL RESPONSBILITY

In the interest of safe client care and safe nursing practice, the Parties agree to a Committee to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care including staffing issues and the parties agree to the following problem solving process to address these issues:

34.01 (a) A Professional Responsibility Committee (Committee) shall be established with up to two (2) Employees elected by the Local and up to two (2) representatives of the Employer.

**Informal Discussion**

(b) The Employee or the Local with a concern will discuss the matter with the immediate excluded supervisor/manager with the objective of resolving the concern.

(c) If the matter is not resolved to the Employee's satisfaction, the Employee or the Local may complete a Professional Responsibility Report Form within seven (7) calendar days of the discussion with the Employee's immediate excluded supervisor/manager.

(d) The Committee as defined in 34.01(a) shall meet within fourteen (14) calendar days of receipt of the Professional Responsibility Form.

**Problem Solving Discussion**

(e) The parties will provide available relevant information to all for meaningful discussion of the issues.

(f) During the problem solving discussions, the Committee members will collaborate as needed on:

(i) Defining the issue(s);

(ii) Identify root cause(s) of the issue(s);

(iii) Gather and review relevant information;

(iv) Resolve the issue(s), where possible.

(g) The Committee may engage the support of additional subject matter experts to assist in the above discussions.

**Formal Discussion**

(h) If the matter is not resolved by the Committee the issue(s) will be referred to the Ceo or designate of the Health Services Department.

The Ceo or designate shall meet with the Local within twenty one (21) calendar days of the issue being referred to the Ceo or designate of the Health Services Department. The Ceo or designate shall respond in writing to the Local within fourteen (14) calendar days of the meeting.

**Mediation**

(j) Should the issue remain unresolved following the written response from the Ceo or designate, the Employee or Local may refer the issue to Mediation as per (k) and (l) below.

(k) The parties will agree on a Mediator who is knowledgeable about health care and familiar with current nursing practice. Should the parties not agree on a mediator, either party may request the Director of Mediation for the Province of Alberta to appoint a Mediator.

(l) The Mediator shall, within (60) calendar days meet with the parties, and investigate the dispute. The issue may be resolved by mutual agreement between the parties. If it is not, either or both parties may request the Mediator issue a report including binding recommendations.

(m) The parties agree that the mediation process is the final step to this Professional Responsibility Clause.

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

## ARTICLE 35: TECHNOLOGICAL CHANGE

35.01 Should the Employer introduce technological change by altering methods or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the 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 36: JOB DESCRIPTION

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

## ARTICLE 37: COMMITTEE PARTICIPATION

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

## ARTICLE 38: SUBSISTENCE

38.01 Employees shall receive reimbursement as per the Blood Tribe Depatrment of Health Policy – Travel Expenses, while on business authorized by the Employer.

## LETTER OF UNDERSTANDING #1

## RE: LUMP SUM PAYMENT

The parties agree that:

1. An Employee shall receive a lump sum payment up to $1,750, to be paid semi-annually, as follows:
   (a) Full-time Employees shall receive:
      (i) $875 on the first pay day following the pay period which includes September 30; and
      (ii) $875 on the first pay day following the pay period which includes March 31.
   (b) Part-time and Casual Employees shall receive:
      (i) $875 on the first pay day following the pay period which includes September 30, pro-rated to their regular hours actually worked between April 1 and September 30; and
      (ii) $875 on the first pay day following the pay period which includes March 31, pro-rated to their regular hours actually worked between October 1 and March 31.
2. For the purposes of this Letter of Understanding, "regular hours actually worked" includes:
   (a) Leaves of absence for Union business;
   (b) Other leaves of absence of one (1) month or less;
   (c) Time on sick leave with pay;
   (d) Time on vacation pay.
3. Employees who commence employment or change her or his employment category within one (1) of the defined qualifying periods shall have their entitlement pro-rated.
4. Employees terminating employment shall be entitled to the lump sum payment pro-rated for the period up to and including the date of termination.
5. This Letter of Understanding shall not apply to Undergraduate Nurses.

## LETTER OF UNDERSTANDING #2

## RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.

2. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:

   (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of 40 weeks pay.

   (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay at their Basic Rate of Pay for each full period of 1711.5 hours worked at the Basic Rate of Pay to a maximum of 40 weeks pay.

   (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.

3. A Regular Employee who has received layoff notice in accordance with Article 14: Layoff and Recall and for whom no alternate vacant position is available, shall have the option to select either of:

   (a) Layoff with recall rights as specified in Article 14: Layoff and Recall of the Collective Agreement; or

   (b) Severance in accordance with this Letter of Understanding.

4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.

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

6. A Regular Employee who receives notice of layoff shall have 14 calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 14: Layoff and Recall of this Collective Agreement.

7. (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

   (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement.

## LETTER OF UNDERSTANDING #3

## 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 continuous calendar years of nursing service with the Blood Tribe Department of Health shall receive a 2% Special Long Service Pay Adjustment. This adjustment shall form part of the Employee's Basic Rate of Pay.

   (b) Continuous Calendar years of nursing service to determine eligibility for the Special Long Service Pay Adjustment will be based upon the continuous calendar years.

   (c) Within 90 days of:

      (i) date of employment; or ,

      (ii) achieving 20 continuous 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 continuous calendar years of nursing service, as described in paragraph 1(b) above.

## LETTER OF UNDERSTANDING #4

## RE: NO REDUCTION OF NURSING HOURS & JOB SECURITY

The Parties agree that:

1. During the term of this Collective Agreement, there will be no overall reduction in the total number of hours worked by Employees.

2. (a) Recognizing the potential seasonal and periodic variations in hours worked to meet the service demands of the health system, the number of hours worked will be reviewed on an annual basis.

   (b) The benchmark against which future annual comparisons of total Employees hours worked shall be the total of Employee hours worked between April 1, 2019 and March 31, 2020 (Benchmark hours).

3. The process to conduct the future annual comparisons will be as follows:

   (a) The Employer will provide the Union with the Benchmark Hours within 120 days of ratification of this Collective Agreement.

   (b) For information, the Employer will provide the Union with bi-annual reports on the total number of hours worked, if requested.

   (c) (i) The Employer will provide the Union with an annual report on the total number of hours worked by Employees.

   (ii) Where there is a negative variation in the total number of hours worked, the Employers will provide an explanation of the variance.

   (iii) The Employer will take every reasonable action necessary to increase the total hours worked to the Benchmark Hours. The Employer will share information regarding these actions with the Union.

4. Without restricting its right 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, the Parties agree that no Employee shall experience an involuntary reduction in full time equivalency (FTE) following notification of position elimination or workforce reduction in accordance with the provisions of Article 15.

## LETTER OF UNDERSTANDING #5

## RE: BENEFIT PLAN

The Employer agrees to review the current benefit plan with the benefit carrier looking at opportunities for enhancements to the plan. They shall solicit input from the Employees through interest groups. Upon completion of this review the Employer shall provide recommendations to Una.

The recommendations must be at no additional cost to the Employer.

Any enhancements agreed to by both parties shall be incorporated in the third year of the agreement.

## LETTER OF UNDERSTANDING #6

## RE: HOURS OF WORK FOR COMMUNITY HEALTH AND HOME CARE

The parties agree to establishing a seven-day work week for Community Health and Home Care.

Employees in the course of their regular duties may be required to work on various shifts throughout the 7 days of the week. Should an employee be required to work on Saturday or Sunday, the employer will provide at least twelve weeks advanced notice, the expected hours of work will remain at a total of 37.5 hours per week.

## LETTER OF UNDERSTANDING #7

## RE: SCHEDULING COMMITTEE

The parties agree to the creation of a Scheduling Committee which shall consist of Employer appointed representatives and Union appointed representatives at each site. There shall be equal numbers of both parties on the Scheduling Committee, unless mutually agreed otherwise.

The Scheduling Committee shall review employee scheduling and discuss potential changes that balance the interests of Employees and the Employers' operational requirements including a compressed work week. Upon reaching consensus, the Scheduling Committee may make recommendations to the Employer regarding changes to employee scheduling practices or provisions of the Collective Agreement. If no consensus is reached, the Union shall have the right to make such recommendations. The Employer shall consider all such recommendations in good faith.

In addition to the foregoing, should mutually acceptable changes be identified, the parties may enter into a written agreement for employee scheduling that may contain provisions that differ from the provisions of the Collective Agreement.

# SALARY APPENDIX

## REGISTERED NURSE

## REGISTERED PSYCHIATRIC NURSE

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|---|---|---|---|---|---|---|---|---|---|
| *Current - April 1, 2023* | *$39.21* | *$40.72* | *$42.23* | *$43.74* | *$45.27* | *$46.76* | *$48.27* | *$49.69* | *$51.46* |
| 2% LSPA Rate | $39.99 | $41.53 | $43.07 | $44.61 | $46.18 | $47.70 | $49.24 | $50.68 | $52.49 |
| **YEAR 1 - APRIL 1, 2024** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 7** | **STEP 8** | **STEP 9** |
| April 1, 2024 - 3.00% | $40.39 | $42.00 | $43.68 | $45.43 | $47.25 | $49.14 | $51.10 | $53.15 | $55.27 |
| With BSN $1.25 (for information only) | $41.64 | $43.25 | $44.93 | $46.68 | $48.50 | $50.39 | $52.35 | $54.40 | $56.52 |
| 2% LSPA Rate | $41.19 | $42.84 | $44.56 | $46.34 | $48.19 | $50.12 | $52.12 | $54.21 | $56.38 |
| With BSN $1.25 (for information only) | $42.44 | $44.09 | $45.81 | $47.59 | $49.44 | $51.37 | $53.37 | $55.46 | $57.63 |
| **YEAR 2 - APRIL 1, 2025** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 7** | **STEP 8** | **STEP 9** |
| April 1, 2025 - 3.00% | $41.60 | $43.26 | $44.99 | $46.79 | $48.66 | $50.61 | $52.63 | $54.74 | $56.93 |
| With BSN $1.25 (for information only) | $42.85 | $44.51 | $46.24 | $48.04 | $49.91 | $51.86 | $53.88 | $55.99 | $58.18 |
| 2% LSPA Rate | $42.43 | $44.13 | $45.89 | $47.73 | $49.64 | $51.62 | $53.69 | $55.83 | $58.07 |
| With BSN $1.25 (for information only) | $43.68 | $45.38 | $47.14 | $48.98 | $50.89 | $52.87 | $54.94 | $57.08 | $59.32 |

| **DATE OF PROVINCIAL RATIFICATION (DOR)** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 7** | **STEP 8** | **STEP 9** |
|---|---|---|---|---|---|---|---|---|---|
| Dor - Move up 1 step / Grid shift | $43.26 | $44.99 | $46.79 | $48.66 | $50.61 | $52.63 | $54.74 | $56.93 | $59.21 |
| With BSN $1.25 (for information only) | $44.51 | $46.24 | $48.04 | $49.91 | $51.86 | $53.88 | $55.99 | $58.18 | $60.46 |
| 2% LSPA Rate | $44.13 | $45.89 | $47.73 | $49.64 | $51.62 | $53.69 | $55.83 | $58.07 | $60.39 |
| With BSN $1.25 (for information only) | $45.38 | $47.14 | $48.98 | $50.89 | $52.87 | $54.94 | $57.08 | $59.32 | $61.64 |
| **YEAR 3 - APRIL 1, 2026** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 7** | **STEP 8** | **STEP 9** |
| April 1, 2026 - 3.00% | $44.56 | $46.34 | $48.20 | $50.12 | $52.13 | $54.21 | $56.38 | $58.64 | $60.98 |
| With BSN $1.25 (for information only) | $45.81 | $47.59 | $49.45 | $51.37 | $53.38 | $55.46 | $57.63 | $59.89 | $62.23 |
| 2% LSPA Rate | $45.45 | $47.27 | $49.16 | $51.13 | $53.17 | $55.30 | $57.51 | $59.81 | $62.20 |
| With BSN $1.25 (for information only) | $46.70 | $48.52 | $50.41 | $52.38 | $54.42 | $56.55 | $58.76 | $61.06 | $63.45 |
| **YEAR 4 - APRIL 1, 2027** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 7** | **STEP 8** | **STEP 9** |
| April 1, 2027 - 3.00% | $45.90 | $47.73 | $49.64 | $51.63 | $53.69 | $55.84 | $58.07 | $60.40 | $62.81 |
| With BSN$1.25 (for information only) | $47.15 | $48.98 | $50.89 | $52.88 | $54.94 | $57.09 | $59.32 | $61.65 | $64.06 |
| 2% LSPA Rate | $46.81 | $48.69 | $50.63 | $52.66 | $54.77 | $56.96 | $59.24 | $61.60 | $64.07 |
| With BSN $1.25 (for information only) | $48.06 | $49.94 | $51.88 | $53.91 | $56.02 | $58.21 | $60.49 | $62.85 | $65.32 |

## CERTIFIED GRADUATE NURSE / GRADUATE NURSE - TEMPORARY PERMIT HOLDER
## GRADUATE PSYCHIATRIC NURSE

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | |
|---|---|---|---|---|---|---|---|---|---|---|
| *Current - April 1, 2023* | *$35.87* | *$36.99* | *$37.76* | *$38.45* | *$39.06* | *$39.87* | *$41.15* | *$42.33* | *$43.82* | |
| 2% LSPA Rate | $36.59 | $37.73 | $38.52 | $39.22 | $39.84 | $40.67 | $41.97 | $43.18 | $44.70 | |
| **YEAR 1 - APRIL 1, 2024** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 7** | **STEP 8** | **STEP 9** | |
| Revised Wage Grid (4% per step) | $35.87 | $37.30 | $38.80 | $40.35 | $41.96 | $43.64 | $45.39 | $47.20 | $49.09 | |
| April 1, 2024 - 3.00% | $36.95 | $38.42 | $39.96 | $41.56 | $43.22 | $44.95 | $46.75 | $48.62 | $50.56 | |
| With BSN $1.25 (for information only) | $38.20 | $39.67 | $41.21 | $42.81 | $44.47 | $46.20 | $48.00 | $49.87 | $51.81 | |
| 2% LSPA Rate | $37.69 | $39.19 | $40.76 | $42.39 | $44.09 | $45.85 | $47.68 | $49.59 | $51.57 | |
| With BSN $1.25 (for information only) | $38.94 | $40.44 | $42.01 | $43.64 | $45.34 | $47.10 | $48.93 | $50.84 | $52.82 | |
| **YEAR 2 - APRIL 1, 2025** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 7** | **STEP 8** | **STEP 9** | |
| April 1, 2025 - 3.00% | $38.05 | $39.58 | $41.16 | $42.81 | $44.52 | $46.30 | $48.15 | $50.08 | $52.08 | |
| With BSN $1.25 (for information only) | $39.30 | $40.83 | $42.41 | $44.06 | $45.77 | $47.55 | $49.40 | $51.33 | $53.33 | |
| 2% LSPA Rate | $38.82 | $40.37 | $41.98 | $43.66 | $45.41 | $47.23 | $49.11 | $51.08 | $53.12 | |
| With BSN $1.25 (for information only) | $40.07 | $41.62 | $43.23 | $44.91 | $46.66 | $48.48 | $50.36 | $52.33 | $54.37 | |
| **DATE OF PROVINCIAL RATIFICATION (DOR)** | | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 7** | **STEP 8** | **STEP 9** |
| Dor - Move up 1 step / *Grid shift* | | $39.58 | $41.16 | $42.81 | $44.52 | $46.30 | $48.15 | $50.08 | $52.08 | $54.16 |
| With BSN $1.25 (for information only) | | $40.83 | $42.41 | $44.06 | $45.77 | $47.55 | $49.40 | $51.33 | $53.33 | $55.41 |
| 2% LSPA Rate | | $40.37 | $41.98 | $43.66 | $45.41 | $47.23 | $49.11 | $51.08 | $53.12 | $55.25 |
| With BSN $1.25 (for information only) | | $41.62 | $43.23 | $44.91 | $46.66 | $48.48 | $50.36 | $52.33 | $54.37 | $56.50 |
| **YEAR 3 - APRIL 1, 2026** | | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 7** | **STEP 8** | **STEP 9** |
| April 1, 2026 - 3.00% | | $40.76 | $42.39 | $44.09 | $45.85 | $47.69 | $49.60 | $51.58 | $53.64 | $55.79 |
| With BSN $1.25 (for information only) | | $42.01 | $43.64 | $45.34 | $47.10 | $48.94 | $50.85 | $52.83 | $54.89 | $57.04 |
| 2% LSPA Rate | | $41.58 | $43.24 | $44.97 | $46.77 | $48.64 | $50.59 | $52.61 | $54.72 | $56.90 |
| With BSN $1.25 (for information only) | | $42.83 | $44.49 | $46.22 | $48.02 | $49.89 | $51.84 | $53.86 | $55.97 | $58.15 |
| **YEAR 4 - APRIL 1, 2027** | | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 7** | **STEP 8** | **STEP 9** |
| April 1, 2027 - 3.00% | | $41.99 | $43.67 | $45.41 | $47.23 | $49.12 | $51.08 | $53.13 | $55.25 | $57.46 |
| With BSN $1.25 (for information only) | | $43.24 | $44.92 | $46.66 | $48.48 | $50.37 | $52.33 | $54.38 | $56.50 | $58.71 |
| 2% LSPA Rate | | $42.83 | $44.54 | $46.32 | $48.17 | $50.10 | $52.11 | $54.19 | $56.36 | $58.61 |
| With BSN $1.25 (for information only) | | $44.08 | $45.79 | $47.57 | $49.42 | $51.35 | $53.36 | $55.44 | $57.61 | $59.86 |

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

| ON BEHALF OF<br>BLOOD TRIBE DEPARTMENT<br>OF HEALTH INC. | ON BEHALF OF<br>UNITED NURSES<br>OF ALBERTA |
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| DATE | DATE |

**Blood Tribe Department of Health**

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