

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BRENDA STRAFFORD FOUNDATION LTD.  
(Cambridge Manor)**

**AND**

**UNITED NURSES OF ALBERTA**

**EXPIRES MARCH 31, 2024**

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**COLLECTIVE AGREEMENT made this 12th day of December, A.D., 2023.**

**BETWEEN**

**THE BRENDA STRAFFORD FOUNDATION LTD. (CAMBRIDGE MANOR)  
(hereinafter referred to as the “Employer”)**

**AND**

**THE UNITED NURSES OF ALBERTA  
(hereinafter referred to as the “Union”)**

**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 on the date upon which the Union and the Employer exchange notice of ratification by their principals and expire on March 31, 2024, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

**ARTICLE 2: DEFINITIONS**

- 2.01 “Arbitration” shall take meaning from the section of the *Labour Relations Code* dealing with the resolution of a difference.
- 2.02 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances and the Long Service Pay Adjustment but exclusive of all other allowances and premium payments.
- 2.03 “Employee” means a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one (1) of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled shifts of a continuing nature;
- (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7: Hours of Work and Scheduling Provisions;

- (ii) “Part-time Employee” is one who is hired to work for scheduled shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.
- (b) “Casual Employee” is one who:
  - (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 30.03(a); or
  - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
- (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
  - (i) for a specific job of more than three (3) months but less than twelve (12) months; or
  - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

2.04 “Employer” means The Brenda Strafford Foundation Ltd. (Cambridge Manor).

- 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 permit registration 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, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric 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 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.08 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.09 “Union” means the United Nurses of Alberta.
- 2.10 The singular means the plural and vice versa as applicable.
- 2.11 “Gross Earnings” means all monies earned by the Employee under the terms of this Collective Agreement.
- 2.12 “Cycle of the Shift Schedule” means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “cycle of the shift schedule” shall be understood to mean a period of time not exceeding twelve (12) weeks.

### **ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto. The Employer agrees to recognize the duly elected or appointed representatives of the Union.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 A request by an Employee for Union representation at any meeting with the Employer shall not be denied. However, no meeting shall be delayed as a result of the unavailability of a Union representative.
- 3.04 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.
- 3.05 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union or Local to be in writing, such requirement is satisfied by the provision of such in an electronic form.

**ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 The Employer retains all rights not otherwise restricted by this Collective Agreement. Without limiting the generality of the foregoing, the Union acknowledges and agrees that it shall be the right of the Employer to operate and manage its business. This includes, but is not limited to, the right to:
- (a) maintain order, discipline, efficiency, and to make, alter and enforce rules and regulations, directives, policies and procedures;
  - (b) direct the work force and create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit or classification shall be declared redundant;
  - (c) hire, promote, transfer or layoff and recall Employees;
  - (d) demote, discipline, suspend or discharge an Employee for cause.
- 4.02 The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

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

- 5.01 (a) The Employer shall deduct 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, thirty (30) days in advance of the establishment of, or change in, membership dues structure.
- 5.03 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.04 (a) A representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation

shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.

- (b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.

5.05 A representative of the Local shall not suffer any loss in pay for time spent to attend meetings with the Employer arising from the administration of this Collective Agreement. The Local representative shall provide as much advance notice of the request as possible and shall not leave their work area or unit without obtaining the prior consent of their supervisor which shall not be unreasonably withheld.

- 5.06
- (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business or for time in lieu of Union or Local business. Requests for leaves of absence shall be made in writing and the Employer's reply shall be given in writing. Employees should make such requests with at least two weeks' advance notice, if possible, in order to maximize the ability to accommodate the request.
  - (b) For 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 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) two hundred and fifty dollars (\$250.00) for their dues if they have accumulated six hundred and eighty four point six (684.6) or more regular hours actually worked in the previous fiscal year.

- (b) Regular hours actually worked in clause (a) includes:
  - (i) Leaves of absence for Union or Local business;
  - (ii) Other leaves of absence of one (1) month or less;
  - (iii) Time on sick leave with pay;
  - (iv) Absences while receiving Workers' Compensation; and
  - (v) Educational leave up to twenty-four (24) months.
- (c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:
  - (i) The 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 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, 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 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

## ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

### 7.01 Regular Hours of Work

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (i) seven point seven five (7.75) consecutive hours per day;
  - (ii) thirty-eight point seven-five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.

Effective the start of the second pay period after the date of ratification:

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (i) seven point seven five (7.75) consecutive hours per day;
  - (ii) thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Effective no later than three (3) months after Ratification, Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each shift of not less than four (4) hours; and

- (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during the Employee's meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.
- (d) If an Employee is recalled to duty during the Employee's meal period or rest period, the Employee shall be given a full meal period or rest period later in the Employee's shift, or, where that is not possible, be paid for the meal period or rest period as follows:
  - (i) for a rest period, at one point five times (1.5X) the Employee's Basic Rate of Pay rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at one point five times (1.5X) the Employee's Basic Rate of Pay rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one point five times (1.5X) the Employee's Basic Rate of Pay.

Effective March 31, 2024:

- (i) for a rest period, at two times (2X) the Employee's Basic Rate of Pay rather than at straight time; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at two times (2X) the Employee's Basic Rate of Pay rather than at straight time; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) the Employee's Basic Rate of Pay.
- (e) On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

## 7.02 **Shift Schedules**

- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.

- (b) “Days of Rest” for a Full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions.
- (c) The Employer, in scheduling shifts, shall take into consideration an Employee’s request for certain shift schedules, subject to the requirements of Article 7.02(a).
- (d) The shift patterns which may be available are:
  - (i) days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation);
  - (ii) permanent days;
  - (iii) permanent evenings;
  - (iv) permanent nights;
  - (v) evenings and days rotation;
  - (vi) nights and evenings (only by request of Employee);
  - (vii) nights and days rotation.

The Employer shall endeavour to minimize the assignment of different shift patterns between designated days of rest, where Employees are working a shift pattern 7.02(d)(i) or (vi) or (vii) which begins with night shifts. Where possible, there shall be at least 24 (twenty-four) hours off duty between a night shift to day shift change.

- (e) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
  - (i) at least fifteen point five (15.5) hours off duty between Shifts;
  - (ii) at least two consecutive days of rest every two (2) weeks;
  - (iii) days of rest on half (½) of the weekends averaged over one complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two consecutive weekends. “Weekend” shall mean a Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty.
  - (iv) not more than six (6) consecutive scheduled days of work.
- (f) Violation of any provision of Article 7.02(e) shall result in payment to each affected Employee at one point five times (1.5X) the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.

Effective March 31, 2024:

Violation of any provision of Article 7.02(e) shall result in payment to each affected Employee at two times (2X) the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.

**7.03 Schedule Posting**

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

**7.04 Schedule Changes**

- (a) If in the course of a posted schedule the Employer changes a Full-time Employee's scheduled days off, the Employee shall be paid at the overtime rate in accordance with Article 8: Overtime for all hours worked on what would otherwise have been the Employee's off-duty days, unless seven (7) days notice of such change has been given. The Employee shall be notified of the change in the schedule in writing and such change shall be recorded on the Shift schedule.
- (b) If, in the course of a posted schedule, the Employer changes an Employee's scheduled Shift, but not the Employee's scheduled days off, the Employee shall be paid at the overtime rate in accordance with Article 8: Overtime for all hours worked during the first Shift of the changed schedule, unless seven (7) days notice of such change has been given. The Employee shall be notified of the change in the schedule in writing and such change shall be recorded on the Shift schedule.

**7.05 Employee Shift Exchange**

- (a) Employees may exchange full shifts among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employees immediate supervisor; and
  - (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) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

**7.06 Reporting Pay**

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

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

No Employee shall receive payment for (i) and (ii) concurrently.

7.07 The Employer will consider a contractually compliant Shift schedule developed by the Employee(s) and the Union.

## **ARTICLE 8: OVERTIME**

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee:
- (i) All hours in excess of eight (8) hours per day; or
  - (ii) All hours in excess of eighty-eight (88) hours during a two-week pay-period; or
  - (iii) When a Regular Full-Time Employee is called to work on their scheduled day off.

Effective the start of the second pay period after the date of ratification:

- (a) Overtime is all time authorized by the Employer and worked by an Employee:
  - (i) All hours in excess of seven point seven-five (7.75) hours per day; or
  - (ii) All hours in excess of thirty-six point eight one (36.81) per week averaged over a two (2) week pay period, or
  - (iii) When a Regular Full-Time Employee is called to work on their scheduled day off.
- (b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

8.02 The overtime rate of two times (2X) the applicable basic hourly rate shall be paid for overtime worked.

8.03 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1<sup>st</sup>) 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.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.
- 8.07 (a) Where an Employee works overtime immediately following their Shift and there is not a minimum of eight (8) consecutive hours off duty in the twelve (12) hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to seven point seven-five (7.75) consecutive hours of rest before commencing their next Shift, without loss of earnings.
- (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

#### **ARTICLE 9: COMMITTEE PARTICIPATION**

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

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

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

#### **ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION**

- 11.01 A new Employee shall serve a probationary period of five hundred and three point seven-five (503.75) hours worked. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.
- 11.02 Subject to Article 11.01, the Employer shall provide an evaluation of each probationary Employee. During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee with opportunity to correct them.

- 11.03 The Employer shall provide a paid orientation period for all new Employees. Such orientation shall include orientation to the site prior to the Employee being scheduled to work independently. In addition, the Employee's first four (4) shifts of resident care shall be under guidance or supervision. Where the Employee will be on rotating Shifts, the first shift of resident care on a new shift pattern shall be under guidance or supervision. A request by an Employee for additional orientation shall not be unreasonably denied.

## **ARTICLE 12: SENIORITY**

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service with the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:
- (i) service as a bargaining unit Employee in direct nursing care with the Employer, and
  - (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause,
  - (iii) 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 12.01(a).
- 12.02 Seniority shall be considered in determining:
- (a) selection by Regular Employees of newly created master Shift schedule (lines), subject to the provisions of Article 7: Hours of Work and Scheduling Provisions;
  - (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers and Vacancies;
  - (c) layoff and recall subject to the provisions specified in Article 15: Layoff and Recall;
  - (d) approval of vacation times subject to the provisions specified in Article 17: Vacations With Pay.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee resigns;
  - (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work;

- (c) if, subject to the provisions of Article 15: Layoff and Recall, an Employee does not return to work on recall.

#### 12.04 **Seniority Lists**

- (a) The Employer shall provide to the Union every six (6) months, an Employee Listing in an electronic file in accordance with the UNA Report Template. There shall be 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 the Local.

- (c) **Correction of Seniority Lists**

The Union or Local may question or grieve any inaccuracy in the seniority information provided under Article 12.04(a). The Employer may question or grieve any inaccuracy in the seniority list provided by the Union under Article 12.04(b).

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

- (e) **Seniority Tie-Breaking**

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

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

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

12.06 An Employee who has accrued seniority with another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall, be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfer and Vacancies, the Employee's initial Basic Rate of Pay subject

to Article 27: Recognition of Previous Experience, vacation entitlement subject to Article 17: Vacations With Pay, sick leave accrual subject to Article 19: Sick Leave, or severance.

### **ARTICLE 13: EVALUATIONS**

- 13.01 (a) Each Employee shall receive an evaluation every two (2) years.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- (c) An Employee who has not received an evaluation in the last twelve (12) months may request one. Such request shall be granted in a timely manner.
- (d) In the event there is a Letter of Expectation on the Employee's personnel file, the matters addressed therein may be incorporated into the evaluation. After the evaluation is completed, the Letter shall be removed from the personnel file. Should the Letter not be addressed in the evaluation, the Letter is deemed to be removed from the personnel file.
- 13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.
- (b) Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign their evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within fourteen (14) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03 (a) An Employee may view their personnel file within five (5) days of the written request and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in their personnel file at the time the Employee views the Employee's file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.

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

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

- 14.01
- (a) The Employer shall post notices of vacancies for full-time and part-time positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
  - (b) When circumstances require the Employer to fill a vacancy before the expiration of seven (7) calendar days, the appointment shall be made on a temporary or relief basis only.
  - (c) Vacancies shall be filled whenever possible from within the bargaining unit.
  - (d) A notice of vacancy shall specify the number of hours per shift, and shifts per shift cycle which shall constitute the regular hours of work for the position. For informational purposes only, the current shift pattern and commencement date for the position shall also be specified on the notice of vacancy.
  - (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.
- 14.02
- (a) A vacancy resulting from either:
    - (i) the creation of a specific job of limited term exceeding three (3) months' duration; or
    - (ii) a leave of absence granted for a period known to be longer than three (3) months;

shall be posted in accordance with Article 14.01.
  - (b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated to their prior position. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.
  - (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of

employment as a Casual Employee. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.

- (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
  - (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).
  - (ii) Such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably denied.

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

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

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

14.05 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than seven (7) calendar days. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five (5) calendar days of the appointment.

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

14.07 (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty-five point five (325.5) hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.

- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
- (c) Should the Employee fail to succeed during the trial period, the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.
- (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 14.01 to 14.05 inclusive.
- (e) A reinstatement or placement of an Employee in accordance with Article 14.07(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 day Shift 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 Shift on evenings and/or nights shall be under guidance or supervision.

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

14.09 At time of hire, or transfer, or change of hours in accordance this Article, or change of category in accordance with Article 30: Part-time, Temporary and Casual Employees, all Employees shall receive a letter which shall include the following:

- (a) category (Regular, Temporary or Casual);
- (b) classification;
- (c) number of hours per shift and shifts per shift cycle;
- (d) date of hire and transfer (if applicable); and
- (e) increment level.

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

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

- 15.01 (a) For the purposes of Article 15: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.

- (b) The Employer and the Union shall meet prior to a 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, and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

#### 15.02 **Notice**

- (a) When, in the opinion of the Employer, it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off twenty-eight (28) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the twenty-eight (28) calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, twenty-eight (28) calendar days notice is not required but up to four (4) weeks pay in lieu thereof shall be paid to affected Employees.

#### 15.03 **Order of Layoff**

- (a) Subject to the provisions of Article 15.03(b) and 15.04(a)(iii), layoff shall occur in reverse order of seniority.
- (b) Notwithstanding the provisions of Article 15.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 15.03(a) would result in retaining Employees who do not have the ability to perform the work.

#### 15.04 **Displacement**

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

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within ten (10) consecutive calendar days, exclusive of Saturdays, Sundays and Named

Holidays which are specified in Article 18: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.05.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within forty-eight (48) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee she or he wishes to displace or the vacant position she or he wishes to take. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, shift pattern, and length of shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
  - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
  
- (c) Where an Employee with less than twenty-four (24) months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:
  - (i) assign the Employee to any available position in the same classification which is vacant and for which the Employee has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.

#### 15.05 **Recalls**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than fourteen (14) calendar days duration.
  
- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of fourteen (14) calendar days or less without adversely affecting the Employee's recall status.
  
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later

than five (5) days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.

- (d) Employees shall have the right to refuse recall to a position of greater fulltime 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 who fails to respond to the notice to recall as detailed above shall be deemed to have resigned from their position.

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

15.07 **Benefits**

- (a) The Employer shall make payment for the Employer portion of the premium costs for the health benefits referred to in Article 21.01 on behalf of the laid off employee for a maximum of one (1) month.
- (b) Effective the first full calendar month after the coverage ends as per Article 15.07 a), Employees laid off may, with the assistance of or through the Employer, make prior arrangements for payment of the full cost of the premiums of the health benefits referred to in Article 21.01.

15.08 **Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Article 7: Hours of Work and Scheduling Provisions and Article 14: Promotions, Transfers and Vacancies.
- (b) Where an Employee works while on layoff in accordance with Article 15.06, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of their readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

**ARTICLE 16: CHARGE PAY**

- 16.01 Effective the second full pay-period following ratification of this first collective agreement, when an Employee is assigned the responsibility of overseeing the entire facility for a specific period of time, they shall be paid an additional two dollars (\$2.00) per hour worked.
- 16.02 The Employer shall prepare a document specifying the roles and responsibilities of a person designated to be responsible for the facility, 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.
- 16.03 **Preceptor Pay**
- (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
  - (b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional 65¢ per hour.
  - (c) “Preceptor” shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students.

**ARTICLE 17: VACATIONS WITH PAY**17.01 **Definitions**

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of April in each calendar year and concluding on the last day of March of the following calendar year;

17.02 **Vacation Entitlement**

- (a) During each year of continuous service in the employ of the Employer, Regular Full-time Employee shall earn entitlement to a vacation with pay. Vacation rate changes will be effective the first pay period after the Employee completes the required length of service. The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:
  - (i) during the first (1<sup>st</sup>) year of such employment, an Employee earns a vacation of fifteen (15) working days;

- (ii) during each of the second (2<sup>nd</sup>) to fourteenth (14<sup>th</sup>) years of employment, an Employee earns a vacation of twenty (20) working days;
- (iii) during each of the fifteenth (15<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year.
- (iv) during each of the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of thirty (30) working days per year.

Effective April 1, 2024:

- (i) during the first (1<sup>st</sup>) year of such employment, an Employee earns a vacation of fifteen (15) working days;
  - (ii) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns a vacation of twenty (20) working days;
  - (iii) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year.
  - (iv) during each of the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of thirty (30) working days per year.
- (b) Employee with Less than a Year of Service  
An Employee who has less than one (1) year of service prior to the first (1<sup>st</sup>) 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 twelve (12) months.
- (c) 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 signatory to an agreement containing this provision, 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.

### 17.03 Time of Vacation

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b) (i) The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. An Employee shall submit their vacation preference for at least 75% of their annual vacation entitlement by February 15<sup>th</sup> of that year. Where an Employee submits their vacation preference by February 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that

vacation request and shall post the resulting vacation schedule by March 31<sup>st</sup> of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.

- (ii) When an Employee submits a request in writing after March 31<sup>st</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request. The request is awarded on a first come, first serve basis.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a maximum of two (2) weeks of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03(a), Regular Employees shall accrue vacation credits, and can utilize vacation credits provided the following conditions are met:
  - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
  - (ii) such vacation can be taken at a mutually agreeable time.
- (e) (i) Subject to Article 17.03(e) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
  - (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) No Employee shall have their vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activation of this provision. The Employer shall reimburse all non-refundable costs related to the cancellation of the vacation provided the Employee provides proof of such costs.

#### 17.04 **Vacation Pay on Termination**

If an Employee is terminated, resigns, or transitions from Regular status to Casual status, the Employee shall receive their unused accrued vacation pay.

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

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

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

and any day proclaimed to be a holiday by:

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

Further, any one (1) day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the site is located.

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

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

18.03 (a) Except as specified in Article 18.03(b), an Employee works on a Named Holiday, they shall be paid for all hours worked on at one point five times (1.5 X) the Employee's Basic Rate of Pay plus:

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

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

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

(c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.

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

## **ARTICLE 19: SICK LEAVE**

- 19.01 (a) Sick leave is provided by the Employer when an Employee is unable to attend work due to an injury, illness, quarantine by a Medical Officer of Health or because of an accident/incident for which compensation is not payable under the *Workers' Compensation Act*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 Regular Employees shall be allowed a credit for sick leave computed from the date of employment at the rate of one point two five (1.25) working day for each full month of employment up to a maximum credit of eighty (80) working days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident/incident or quarantine. Where the Employee must pay a fee for such proof, up to fifty dollars (\$50) shall be reimbursed by the Employer. Where

an Employee has been placed on the Attendance and Wellness Promotion Program and if they do not suffer from a disability that requires increased utilization of sick leave, the Employer may not pay the fifty dollars (\$50) for such proof.

- 19.05 When an Employee has accrued the maximum sick leave credits of eighty (80) working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 19.06 (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay.
- (b) Sick leave shall be granted if an Employee becomes ill during their vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation.
- (c) Notwithstanding Article 19.06(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 working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.
- 19.07 (a) An Employee who has been receiving disability benefits and who is able to return to work and who is:
- (i) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in an same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability;
- (ii) incapable of performing the duties of their former position, but is capable of performing the duties of the Employee's former classification, shall provide the Employer with twenty-eight (28) days written notice of the Employee's readiness to return to work and the Employer shall then place the Employee in a 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;
- (b) An Employee who does not qualify for disability benefits and who exhausts their sick leave credits during the course of an illness or injury shall be considered as

remaining on sick leave without pay or benefits for the duration of the illness or up to eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months notice of their intention to return to work. The Employer shall then place 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.

- 19.08 When an Employee has been on a disability leave of longer than thirty (30) months, their employment will be discontinued unless the Employee provides information stating that they will return to work in the foreseeable future.
- 19.09 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of their accrued sick leave credits.
- 19.10 Sick leave credits shall not accumulate during
- (a) periods of illness or injury; or
  - (b) leaves of absence without pay greater than thirty (30) days; or
  - (c) periods on recall.
- 19.11 (a) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 30: Part-time, Temporary and Casual Employees, the Casual Employee shall not have access to the frozen sick leave bank.
- (b) Where a Casual Employee in Article 30: Part-time, Temporary and Casual Employees subsequently transfers to a regular or temporary position with the same Employer, such Employee shall have their frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.
- 19.12 When an Employee is required to travel for the purposes of medical referral and/or treatment, the Employee shall have the right to utilize accumulated sick leave credits for such absence, provided the Employee has been given prior authorization by the Employer. The Employee may be required to submit satisfactory proof of such appointment.
- 19.13 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Article 7: Hours of Work and Scheduling Provisions and Article 14: Promotions, Transfers and Vacancies.

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

- 20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the

*Workers' Compensation Act* shall receive wage replacement benefits for the time lost as approved by the Workers' Compensation Board (WCB).

- 20.02 An Employee receiving compensation benefits under 20.01 shall be deemed on Workers' Compensation leave and shall:
- (a) continue to participate in the benefits outlined in Article 21: Employee Benefits at the normal cost sharing of premiums;
  - (b) not be entitled to Named Holidays with pay falling within the period of the Workers' Compensation leave; and
  - (c) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.
- 20.03 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability.
- 20.04 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Article 7: Hours of Work and Scheduling Provisions and Article 14: Promotions, Transfers and Vacancies.

## **ARTICLE 21: EMPLOYEE BENEFITS**

- 21.01 Employer shall provide the following benefit plans for all eligible Employees, subject to the enrolment and other terms and conditions of the Insurer.
- (a) Extended Health Care / Vision Care
  - (b) Dental Care
  - (c) Group Life Insurance
  - (d) Accidental Death and Dismemberment
  - (e) Short-Term Disability, subject to Letter of Understanding – Disability Benefits Change
- 21.02 Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- 21.03 The premium costs shall be shared sixty-five percent (65%) by the Employer and thirty-five percent (35%) by the Employee.

- 21.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 21.05 (a) The Employer shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.  
 (b) The Employer shall advise the Provincial Office of the United Nurses of Alberta of all premium rate changes.
- 21.06 Such coverage shall be provided after the completion of their Probationary Period to all Regular Employees whose hours of work are at least eighteen (18) hours per week averaged over one (1) complete cycle of the Shift.

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

### **22.01 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.

### **22.02 Bereavement Leave**

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

### **22.03 Maternity Leave**

- (a) An Employee shall, upon written request providing at least four (4) weeks advance notice where possible, be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (b) An Employee on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work. The Employer shall place the Employee in the same position held immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable

nature at not less than the same step in the pay scale and other benefits that accrued up to the date she commenced leave.

22.04 **Parental Leave**

- (a) An Employee shall, upon written request, be granted leave without pay and benefits for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work. The Employer shall place the Employee in the same position held immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.
- (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 twelve (12) weeks prior to the expected date of delivery.

22.05 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) months of such period of leave.
- (b) During an Employee's educational leave, the Employee may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which the Employee is on leave.

22.06 **Court Appearance**

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

(iii) shall remit to the Employer any stipend received from the Court.

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

22.07

(a) **Flex Days**

Each fiscal year (April 1 to March 31), each Regular Employee shall be entitled to up to three (3) flex days without loss of pay. Employees shall request such days as far in advance as possible. These days are for the purpose of attending personal matters and family responsibilities, including attending appointments with family members. Requests for flex days shall not be unreasonably denied.

Regular Employees who hold a 0.9 FTE position shall be entitled to three (3) flex days. Flex days for all other Part-time employees shall be prorated based on FTE.

Flex days shall be prorated based on start-date.

Effective April 1, 2024, Flex Days are replaced with:

**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. Requests for Personal Leave shall not be unreasonably denied.

The number of Personal Leave days for existing Employees are determined by their FTE as of April 1st. The number of Personal Leave days for new Employees are determined by their hire date and their FTE as of their hire date.

|  | Employees as of April 1 <sup>st</sup> and hired April 1 <sup>st</sup> to July 31 <sup>st</sup> | Hired August 1 <sup>st</sup> to November 30 <sup>th</sup> | Hired December 1 <sup>st</sup> to March 31 <sup>st</sup> |
|--|--|---|--|
| Full-time and Part-time Employees greater than zero point eight (0.80) FTE | Three (3) Personal Leave days  | Two (2) Personal Leave days                               | One (1) Personal Leave day                               |

|   |                             |                            |                        |
|---|-----------------------------|----------------------------|------------------------|
| Part time Employees between zero point six (0.60) and zero point eight (0.80) FTE             | Two (2) Personal Leave days | One (1) Personal Leave day | No Personal Leave days |
| Part-time Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE | One (1) Personal Leave day  | No Personal Leave days     | No Personal Leave days |

## 22.08 Statutory Unpaid Leaves

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

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

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

- (b) Maternity and Parental Leave shall be without pay and benefits, except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave benefits. During these leaves:

- (i) benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness for the health-related portion of Maternity Leave.
- (ii) vacation accrual and time counted towards achieving another increment 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 shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (iii) An Employee on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work. The Employer shall reinstate them in the same position held by the Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to them up to the date they commenced leave.
- (c) Critical illness of a child leave shall be without pay but Employees granted leave shall be entitled to maintain the normal cost share of benefit premiums for the duration of the leave.
- (d) An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay and benefits.
- (e) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and benefits so that a Regular Employee may be a candidate in federal, provincial or municipal elections.
- (f) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.

## 22.09

**General Policies Governing Leaves of Absence**

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Article 22.09(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 21: Employee Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue

sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.

- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (f) An Employee, upon return to work from a leave of six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

### **ARTICLE 23: DISCIPLINE, DISMISSAL, AND RESIGNATION**

- 23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. Any suspension must take place immediately following notice of suspension. The action of suspension or dismissal shall be within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.

- 23.04 An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of thirty (30) consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Local. The Employer shall inform the Employee prior to such a meeting taking place that the Employee may be accompanied by a representative of the Local. However, should the Union Representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 23.07 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 Twenty-one (21) calendar days' notice, in writing, shall be given by the Employee who resigns.

#### **ARTICLE 24: NO STRIKE OR LOCKOUT**

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

#### **ARTICLE 25: SALARIES**

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

- 25.02 (A) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:
- (a) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing their registration examinations or the Employee's most recent date of employment, whichever is later; and
  - (b) in all other cases, a nurse who is not registered on the date employment commences and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.
- (B) Upon becoming registered by the College of Registered Nurses of Alberta (CRNA) a Provisional Permit Holder (PPH):
- (a) if newly graduated from an approved School of Nursing in Alberta having completed a basic nursing education program or one who has satisfied the University Co-ordinating Council that the Employee has completed a training program substantially equivalent to the basic nursing education program offered by an approved School of Nursing in Alberta, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and
  - (b) in all other cases, a Provisional Permit Holder who has applied for issuance of an annual certificate pursuant to the *Nursing Profession Act*, and who subsequently qualifies to have their name entered into the register of registered nurses, shall be paid the rate applicable to a Registered Nurse, retroactive to the date:
    - (i) of issuance of the temporary permit; or
    - (ii) of successfully writing their nurse registration examination if such is required; or
    - (iii) the Employee's most recent date of employment, whichever is later.
- 25.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.

- 25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made in the account of the Employee's choice no later than noon on the designated pay day.
- 25.05 The Employer shall issue electronic pay statements in a manner which holds private information confidential on such documents.
- 25.06 (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. 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, on a bi-weekly basis. The format of this information may vary depending on the Employer's accounting system.
- 25.07 If the payroll cheque is incorrect, the Employer will endeavour to replace lost earnings within three (3) business days.

## **ARTICLE 26: EDUCATION ALLOWANCE**

- 26.01 Effective the first full pay-period following the date of ratification, for the purpose of establishing an Employee's Basic Rate of Pay, the Employer will recognize degrees relevant to Registered Nursing practice offered by bona fide Canadian post-secondary educational institution or equivalent.

|  | <b>Hourly</b> |
|--|---------------|
| Clinical Course (including gerontology course) | \$0.50        |
| Baccalaureate Degree                           | \$1.25        |
| Master's Degree                                | \$1.50        |
| Doctorate                                      | \$1.75        |

- 26.02 Allowances for education are not cumulative.
- 26.03 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer, or from the date of hire, whichever is the later.

## **ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE**

- 27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.

- (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.

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

27.03 The Employer will only accept portability letters/hours provided by the Employee within the first three (3) calendar months from the date of hire. Effective the Employer's receipt of the Employee's portability hours, the Employee's wage rate will be adjusted accordingly, with no retroactive wages provided. A written request by an Employee for an extension to the three (3) calendar months shall not be unreasonably denied by the Employer.

## **ARTICLE 28: PREMIUMS**

### **28.01 Shift Differential**

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

**28.02 Weekend Premium**

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

- (a) to Employees working a Shift wherein the majority of such Shift falls within a sixty-four (64) hour period commencing at 1500 hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one (1) hour is worked within a sixty-four (64) hour period commencing at 1500 hours on a Friday.
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at 1500 hours on a Friday.
- (d) Notwithstanding (b) above, for Employees working a regular Shift that concludes between 1500 hours and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

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

**ARTICLE 29: RETIREMENT PLAN**

29.01 The Employer shall establish a Group Registered Retirement Savings Plan (RRSP) in which there shall be voluntary participation by Regular Employees. The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan prior to eligibility for the above Plan and when there are changes to the Plan.

29.02 Regular Employees who work a permanent scheduled eighteen (18) hours per week, averaged over one (1) complete cycle of the Shift, or greater are eligible to participate in the RRSP.

29.03 Eligible regular Employees must complete six (6) months of employment as a regular Employee before participating in the RRSP.

29.04 The Employer will match the Employee's contribution up to a maximum of five percent (5%) based on the gross earnings of each pay period.

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

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

(a) **Hours of Work**

Amend Article 7.01(a) to read:

7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event, shall be less than thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.

Effective the start of the second pay period after the date of ratification:

- (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event, shall be less than thirty-six point eight one (36.81) hours per week averaged over one (1) complete cycle of the shift schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) At time of hire or transfer, the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for each Part-time Employee. Such hours and Shifts shall not be altered except by mutual agreement between the Employer and the Employee or by the operation of the provisions of this Collective Agreement.
- (iv) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (v) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's basic rate for hours worked up to seven point seven five (7.75) hours in a day and at two times (2X) the applicable basic hourly rate for those hours worked in excess of seven point seven five (7.75) hours in a day.

- (vi) 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 two times (2X) the applicable basic hourly rate for work performed.

**(b) Shift Schedules**

Amend Article 7.02(e) to read:

- 7.02 (e) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between Shifts;
  - (ii) an average of at least two (2) consecutive days per week, and a total of eight (8) days each four (4) week period shall be scheduled as designated days of rest. Employees may agree to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required;
  - (iii) not more than six (6) consecutive scheduled days of work; and
  - (iv) designated days of rest to occur on half (½) of the weekends, averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. Where possible, Employees shall not be required to work beyond 1800 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 14.09.

**(c) Increment Accrual**

- (i) Part-time Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seven five (1,920.75) regular hours of work and thereafter a further increment upon the

completion of each period of one thousand seven hundred and eleven point five zero (1,711.50) regular hours actually worked to the maximum increment granted Full-time Employees.

- (ii) For Part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (iii) For Part-time Employees, educational leave up to twenty-four (24) months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(d) **Vacation with Pay**

Amend Article 17.02 to read:

- 17.02
- (a) Only those hours of work paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of seven point seven five (7.75) hours, and periods of sick leave with pay, and while in receipt of Workers' Compensation benefits, will be recognized for the purpose of determining vacation pay or entitlement.
  - (b) During each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:

Regular Part-time Employees shall earn vacation with pay calculated as follows:

|  |   |   |   |   |
|--|---|---|---|---|
| Hours worked<br>during the vacation<br>year at the rate<br>specified in Article<br>30.01(d): | X | The<br>applicable<br>%<br>outlined<br>below | = | Number of<br>hours of paid<br>vacation time<br>to be taken in<br>the next<br>following<br>vacation year |
|--|---|---|---|---|

- (a) six percent (6%) during the first (1<sup>st</sup>) employment year;
- (b) eight percent (8%) during each of the second (2<sup>nd</sup>) to fourteenth (14<sup>th</sup>) employment years;

- (c) ten percent (10%) during each of the fifteenth (15<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years;
- (d) twelve percent (12%) during each of the twentieth (20<sup>th</sup>) and subsequent employment years.

Effective April 1, 2024:

- (a) six percent (6%) during the first (1<sup>st</sup>) employment year;
- (b) eight percent (8%) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years;
- (c) ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years;
- (d) twelve percent (12%) during each of the twentieth (20<sup>th</sup>) and subsequent employment years.

(e) **Named Holidays**

Amend Article 18 to read:

- 18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to five percent (5.0%) of their regular earnings in lieu of Named Holidays.
- 18.02 (a) A Part-time Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate Pay for work performed up to seven point seven five (7.75) hours.
- (b) Notwithstanding Article 18.02(a), a Part-time Employee required to work on Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).

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

(f) **Sick Leave**

Amend Article 19.02 to read:

- 19.02
- (a) A Part-time Employee shall accumulate sick leave benefits on the basis of one point two five (1.25) days per month, pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.
  - (b) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional Shifts worked, to a maximum of full-time hours.

30.02 **Temporary Employees**

- (a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall, Article 19: Sick Leave and Article 21: Employee Benefits.
- (b) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per shift and shifts per shift cycle which shall constitute the regular hours of work for the position. Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of employment pursuant to Article 30.02(b).

30.03

**Casual Employees**

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

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

**(a) Hours of Work**

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
- (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.03(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.
- (iii) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's shift, the Employee shall be paid three (3) hours pay at the Employee's Basic Rate of Pay.
- (iv) A Casual Employee shall be entitled to overtime worked in excess of eighty-eight (88) hours during a two (2) week pay-period. The Employer shall have available for each Casual Employee a calendar indicating the applicable two (2) week periods for calculating overtime.

Effective the start of the second pay period after the date of ratification:

A Casual Employee shall be entitled to overtime worked in excess of thirty-six point eight one (36.81) hours per week during a two (2) week pay-period. The Employer shall have available for each Casual Employee a calendar indicating the applicable two (2) week periods for calculating overtime.

(b) **Increment Accrual**

Casual Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seven five (1,920.75) regular hours of work and thereafter a further increment upon the completion of each period of one thousand six hundred and eleven point five zero (1,711.50) regular hours actually worked to the maximum increment granted Full-time Employees.

(c) **Vacation**

Amend Article 17 to read:

- 17.01 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
- (i) six percent (6%) of their regular earnings during the first (1<sup>st</sup>) employment year;
  - (ii) eight percent (8%) of their regular earnings during the second (2<sup>nd</sup>) to fourteenth (14<sup>th</sup>) employment years;
  - (iii) ten percent (10%) of their regular earnings during the fifteenth (15<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years;
  - (iv) twelve percent (12%) of their regular earnings during the twentieth (20<sup>th</sup>) and subsequent employment years; in lieu of vacations with pay.

Effective April 1, 2024:

- (i) six percent (6%) during the first (1<sup>st</sup>) employment year;
  - (ii) eight percent (8%) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years;
  - (iii) ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years;
  - (iv) twelve percent (12%) during each of the twentieth (20<sup>th</sup>) 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 18 to read:

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

18.02 (a) A Casual Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours.

(b) Notwithstanding Article 18.02(a), a Casual Employee required to work on Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours.

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

**ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT**

31.01 The Employer shall email the Collective Agreement to all Employees within seven (7) days of receipt of the mutually approved electronic copy of the ratified Collective Agreement and to each new Employee upon hiring. Hard copies of the Collective Agreement will be available with the HR Advisor in the event that an Employee wishes to review it.

**ARTICLE 32: DISPUTE RESOLUTION PROCESS****32.01 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.

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

- (a) encourage open, face-to-face dialogue between the parties 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 maintains 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.

### 32.02 **Communication**

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

### 32.03 **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 18: Named Holidays.
- (b) Time limits may be extended by mutual agreement in writing. All time limits in this Article are directory, and intended to enable timely resolution of disputes.

### 32.04 **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 provided the Employee does not leave the Employer's premises.

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

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

32.06 **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 32.08.

32.07 **Initial Problem-Solving Stage**

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

32.08 **Formal Dispute Resolution – Grievance Filing**

- (a) The grievance shall specify the details of the dispute, including, to the extent known, the names(s) of the affected Employee(s), the Articles of the Collective Agreement affected and the desired resolution.
- (b) A grievance shall be initiated within ten (10) days of the date the Employee, the Employer, or the Union or Local first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance.
- (c) The parties shall meet for the purpose of resolving the grievance within twenty (20) days from the date the grievance was submitted. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two (2) working days of the meeting. The Employer or the Union shall communicate its decision, in writing within seven (7) days of the meeting.
- (d) (i) If a resolution is achieved at or following the Article 32.08(c) resolution meeting, the agreement shall be confirmed in writing by the parties.
- (ii) If a resolution is not achieved at or following the Article 32.08(c) resolution meeting, the grievance may be advanced to Arbitration in accordance with Article 33: Arbitration within seven (7) days of the receipt

of the decision and in any event no earlier than forty-five (45) days following the filing of the grievance.

### 32.09 **Mediation**

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

## **ARTICLE 33: ARBITRATION**

- 33.01 Either of the parties wishing to submit a grievance to arbitration shall notify the other party in writing to its intention to do so; and
- (a) name its appointee to the Arbitration Board; or
  - (b) state its desire to meet to consider the appointment of a single arbitrator.
- 33.02 Within seven (7) days after receipt of notification provided for in Article 33.01 above, the party receiving such notice shall:
- (a) inform the other party of the name of its appointee to an Arbitration Board; or
  - (b) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

- 33.03 Where appointees to a Board have been named by the parties, they shall, within seven (7) days, endeavour to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.
- 33.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within twenty-one (21) days and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within fourteen (14) days after the completion of the hearing.
- 33.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.
- 33.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator or Board may substitute any penalty for the discharge or discipline that to the arbitrator or Board seems just and reasonable in all the circumstances.
- 33.07 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- 33.08 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 33.09 For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18: Named Holidays.

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

- 34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards.
- 34.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives

of the Union and may include others representing other employee groups. This Committee shall meet once a month, in addition, shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings.

- (b) Minutes of each meeting shall be taken and a copy shall be provided by the Employer to the Union and other employee groups, referred to in (a), prior to circulation.
- (c) The purpose of the Committee is to consider such matters as occupational health and safety and the Union may make recommendations to the Employer in that regard.
- (d) The purpose of the Committee shall also consider matters necessary to ensure the security of each Employee on the Employer's premise and the Union may make recommendations to the Employer in that regard.
- (e) 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 Committee in writing.
- (f) Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, the Union may request and shall have the right to present its concern(s) and recommendation(s) to the Executive Director. A resolution meeting between the Union and the Executive Director, or their designate(s), shall take place twenty-one (21) calendar days of the issue being referred to the Executive Director. The Executive Director or designate(s) shall reply in writing to the Union within fourteen (14) calendar days of the resolution meeting.
- (f) Should an issue not be resolved by the Executive Director, the issue shall be referred to the President and CEO. A resolution meeting between the Union and the President and CEO shall take place within forty-five (45) calendar days of the issue being referred. The President and CEO shall reply in writing to the Union within seven (7) calendar days of the resolution meeting.

- 34.03 No Employee shall be assigned to work alone on a unit. The Employer shall provide the Union with a list of areas in the facility that the Employer has designated as a unit.
- 34.04 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 34.05 The Employer may require the Employees to have annual influenza immunization, subject to the following:

- (a) an Employee provides the Employer with a signed certificate from the Employee's physician that the Employee has had the immunization or should not take it for medical reasons;
  - (b) the Employer may request additional medical information, in which case the Employee may be required to remain on leave of absence without pay, in accordance with Article 22: Leaves of Absence, for the duration of the influenza outbreak or until they can provide the necessary documentation;
  - (c) an Employee who does not take the influenza immunization will be given the option of remaining off work with without pay for the duration of the influenza outbreak, or taking a prophylactic course of anti-viral medication at no cost to the Employee.
- 34.06
- (a) The Employer shall have in place a harassment policy which shall be reviewed annually by the Committee.
  - (b) There shall be a violence policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this.

#### **ARTICLE 35: IN-SERVICE PROGRAMS**

- 35.01
- (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the Nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered, internally or externally, by the Employer.
  - (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
    - (i) Cardio-Pulmonary Resuscitation;
    - (ii) Fire (hands on experience with equipment except where not required by the Employer's established written fire procedures);
    - (iii) Evacuation and disaster procedures;
    - (iv) Proper lifting and prevention of back injuries;
    - (v) Anaphylaxis.

- (c) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d) Employees shall be granted one (1) professional development day per year.

Effective April 1, 2024

- (d) Employees shall be granted three (3) professional development day per year.

## **ARTICLE 36: PROFESSIONAL RESPONSIBILITY**

### **36.01 Professional Responsibility**

- (a) In the interest of safe resident care and safe nursing practice, the parties agree to the following problem-solving process to address Employee concerns relative to resident care.
- (b) The Employee or Local with a concern will discuss the matter with the immediate excluded manager with the objective of resolving the concern.
- (c) If the matter is not resolved to the Employee's satisfaction, the Employee or Local may complete a Professional Responsibility Report Form within seven (7) calendar days of the discussion with the Employee's immediate excluded manager.
- (d) A Professional Responsibility Committee (Committee), shall be established as a sub-committee of the Union-Management Committee, with up to two (2) Employees elected by the Local and up to two (2) representatives of the Employer.
- (e) The Committee shall meet within fourteen (14) calendar days of receipt of the Professional Responsibility Report Form.
- (f) The function of the Committee is to examine and make recommendations regarding the concerns of Employees noted in (a).
- (g) Members of the Committee shall have access to all Nursing Department policy and procedure manuals, including relevant information, as may be necessary to assist in satisfactory resolution of the Employee's concerns.
- (h) During problem-solving discussions, Committee members will collaborate as needed on:
  - (i) Defining the issue(s);

- (ii) Identifying root causes(s) of the issue(s);
  - (iii) Gathering and reviewing relevant information;
  - (iv) Generating potential resolution options of the issue(s);
  - (v) Resolve the issue(s), where possible.
- (i) The Committee may engage the support of additional subject matter experts to assist with the above discussions.
  - (j) If the matter is not resolved by the Committee the issue(s) will be referred to the Executive Director of the Care Centre.
  - (k) The Executive Director, or designate, shall meet with the Local within twenty-one (21) calendar days of the issue being referred to the Executive Director of the Care Centre. The Executive Director, or designate, shall respond in writing to the Local within fourteen (14) calendar days of the meeting.
  - (l) Should an issue not be resolved by the Executive Director, the issue shall be referred to the President and CEO. A resolution meeting between the Union and the President and CEO shall take place within forty-five (45) calendar days of the issue being referred. The President and CEO shall reply in writing to the Union within seven (7) calendar days of the resolution meeting.
  - (m) Should an issue remain unresolved following the written response from the President and CEO, the Employee or Local, may refer the issue to mediation as per (n) below.
  - (n) Mediation: The parties will agree on a mediator who is knowledgeable about health care and familiar with current nursing practice. Should the parties not be able to agree on a mediator, either party may request the Director of Mediation for the Province of Alberta to appoint the mediator. The mediator shall, within sixty (60) days, meet with the parties and investigate the dispute. The issue may be resolved by mutual agreement between the parties. If it is not, either or both parties may request the mediator to issue a report including non-binding recommendations.
  - (o) The mediator's fees will be born by the Union.
  - (p) An Employee attending Committee meetings shall be paid at the Basic Rate of Pay.

## **ARTICLE 37: JOB DESCRIPTION**

- 37.01 For each nursing position in the bargaining unit, the Employer shall prepare a job description. Copies of such descriptions shall be on hand at each Nursing Unit and

shall be available to each Employee upon request. Copies of all such documents shall be provided to the Union upon request, and whenever changes are made.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BRENDA STRAFFORD FOUNDATION LTD.**  
**(CAMBRIDGE MANOR)**  
  
**AND**  
**UNITED NURSES OF ALBERTA**

**RE: SEVERANCE**

1. Purpose

The parties agree that the primary purposes of the Severance Program (the Program) are to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and ensure quality and continuity of services. Severance is one of many human resources management tools to assist with restructuring the organization.

2. Severance Offering and Eligibility

- (a)
  - (i) Severance will be offered only as a result of organizational changes that result in the permanent reduction in the number of UNA certified Regular Employees.
  - (ii) Employees on full layoff will not be eligible to apply for the Program.
  - (iii) The timing and extent of application periods and of the offering will be determined by the Employer.
- (b) The Program, when offered by the Employer, will be open to all eligible Regular Part-time and Full-time Employees employed and working in a regular position as of the date of the Program offering.
- (c) An approved severance will be calculated as follows:
  - (i) The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - (ii) Regular salary = (regularly scheduled hours of work as at date of application for the program) x (Basic Rate of Pay).
  - (iii) For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.

3. Severance Approval

- (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.

- (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's full-time equivalency, or a comparable full-time equivalency.
- (c) The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

#### 4. Operation of the Program

- (a) An Employer will only consider a severance application from an Employee on sick leave, WCB, or disability benefits where the Employee has provided medical evidence to the Employer that they are fit to return to work.
- (b) Regular Employees whose applications for the Program are approved will terminate their employment and have no right to recall.
  - (i) Employees whose application for severance are approved will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision.
  - (ii) The Employee may be considered for hire by an Employer referred to in (i) 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.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BRENDA STRAFFORD FOUNDATION LTD.**  
**(CAMBRIDGE MANOR)**  
**AND**  
**UNITED NURSES OF ALBERTA**

**RE: RETENTION OF EXPERIENCED EMPLOYEES**

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

**1. Retention Recognition**

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

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

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BRENDA STRAFFORD FOUNDATION LTD.**  
**(CAMBRIDGE MANOR)**  
  
**AND**  
**UNITED NURSES OF ALBERTA**

**RE: TRIAL FTE INCREASING AND DECREASING**

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

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

- (iv) If the number of hours vacated as a result of this letter of understanding is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.
  - (v) A Regular Full-time or Regular Part-time Employee cannot decrease their FTE to less than a .4 FTE pursuant to this letter of understanding, unless otherwise agreed between the Employer and the Union.
  - (vi) Where the number of Employees making such requests in the fourteen (14) day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend their request.
- (b) Increasing regular hours of work for Regular Part-time Employees:
- (i) (A) If regular FTEs of less than .4 or temporary FTEs of less than twelve (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 Article 14: Promotions, Transfers & Vacancies for members of the bargaining unit only.
  - (B) Such hours are to be offered to Regular Part-time Employees working on the unit, in order of seniority. (for Employees without a unit, this selection is to occur within the program and site). Subject to (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 Article 14: Promotions, Transfers & Vacancies.
  - (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with Article 14: Promotions, Transfers & Vacancies, such hours may be offered to Regular Part-time Employees in accordance with (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 (b) above will not remain subject to the provisions of this letter of understanding.
  - (vi) A Regular Part-time Employee may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.
  - (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of this letter of understanding.
  - (viii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
- (c) No Employee may decrease or increase their regular hours of work pursuant to this letter of understanding more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
  - (d) Where any request pursuant to this letter of understanding has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
  - (e) Copies of all requests and responses to requests pursuant to this letter of understanding shall be provided to the Union forthwith.
  - (f) An Employee whose regular hours of work are altered through the operation of this letter of understanding shall not be required to serve a trial period.
  - (g) Agreement to alter an Employee's regular hours of work in accordance with this letter of understanding shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; 30: Part-time, Temporary and Casual Employees.
  - (h) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of (b)(iii) apply.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BRENDA STRAFFORD FOUNDATION LTD.**  
**(CAMBRIDGE MANOR)**  
  
**AND**  
**UNITED NURSES OF ALBERTA**

**RE: HOURS OF WORK, SCHEDULING AND FTE TRANSITION**

WHEREAS the parties agree that:

- A transition from an entirely part time work force to a mixture of Part-time and Full time Employees may have a positive effect on the quality and continuity of resident care and the recruitment and retention of registered nurses.
- There is value in collaborating in through a process that promotes effective problem solving.

In recognition of these factors, the parties agree to undertake the following initiative as follows:

1. No later than December 31, 2023, UNA will communicate the results on an engagement exercise with its membership regarding a transition to an altered master rotation that may see different combinations of full-time equivalents (FTE).
2. Provided sufficient interest exists in an altered master rotation, the parties agree to engage in developing a tool or process to illicit employee feedback regarding FTE and scheduling requests.
3. By April 2024 the Employer will communicate to UNA if the development of an alternate master rotation is possible given the shared interest in Employee satisfaction and resident care.
4. If an alternate master rotation is developed, it will be communicated to UNA and employees no later than end of May 2024, and Employee's will have completed line selections for a September 2024 implementation.

Prior to the process being undertaken in Item 4 above, nothing in this Letter of Understanding precludes the Employer from recruiting to or offering current Employee's FTE adjustments up to and including Full Time as defined in Article 7: Hours of Work and Scheduling Provisions.

The parties agree a request to alter timelines in this Letter of Understanding shall not be unreasonably denied.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BRENDA STRAFFORD FOUNDATION LTD.**  
**(CAMBRIDGE MANOR)**  
**AND**  
**UNITED NURSES OF ALBERTA**

**RE: DISABILITY BENEFITS CHANGE**

The parties agree to the following amendments to Article 21.03(e) – Short-Term Disability Plan:

1. The Employer agrees to present the Union with a written proposal outlining the specifics of a proposed Long-Term Disability plan to replace the existing Short-Term Disability plan.
2. The Long-Term Disability plan design shall provide income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings to the established maximum. The Long-Term Disability plan design shall include an elimination period of a minimum of eighty (80) working days and a maximum of one-hundred twenty (120) working days.
3. The Employer's proposed Long-Term Disability plan shall be provided to the Union with sufficient time for:
  - a. the Union to respond within thirty (30) calendar days of receipt; and
  - b. the Employer to implement the new plan as soon as circumstances permit, and not later than January 1, 2025, if the Union accepts the Employer's proposal.
4. The Union shall respond in writing within thirty (30) calendar days of receipt of the Employer's proposed Long-Term Disability plan indicating either:
  - a. Acceptance of the proposed Long-Term Disability plan; or
  - b. Rejection of the proposed Long-Term Disability plan.
5. If the Union accepts the Employer's proposed Long-Term Disability plan and the elimination period of the plan is greater than eighty (80) working days, the Parties agree to increase the maximum sick leave credit in Articles 19.02 and 19.05 to match the duration of the elimination period. An Employee who has reached the eighty (80) working day maximum sick leave credit as of the implementation date of the new plan shall receive an additional one and one-half (1 ½) working day credit for sick leave for

each month of employment up to a maximum total sick leave credit equal to the elimination period for the Long-Term Disability plan.

The additional credit for sick leave shall be pro-rated for a Part-time Employee on the basis of the hours worked by a Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

6. If the Union rejects the proposed Long-Term Disability plan, then the existing Short-Term Disability plan in place as of the ratification of the Collective Agreement shall remain unchanged.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BRENDA STRAFFORD FOUNDATION LTD.**  
**(CAMBRIDGE MANOR)**  
**AND**  
**UNITED NURSES OF ALBERTA**

**RE: FIRST COLLECTIVE AGREEMENT IMPLEMENTATION**

Within sixty (60) days of ratification, each Employee shall receive a letter of hire from the Employer which will include:

- (a) category (Regular, Temporary or Casual);
- (b) classification;
- (c) number of hours per Shift and Shifts per Shift cycle;
- (d) hours toward the next increment and Basic Rate of Pay (inclusive of educational allowances);
- (e) seniority date;
- (f) vacation anniversary date; and
- (g) vacation and sick leave entitlement level.

Each Employee shall have thirty (30) consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement the Employee shall have the right to grieve in accordance with the Collective Agreement.

The hours worked prior to ratification by an Employee within their probationary period shall be considered hours worked toward the probationary period of five hundred and three point seven five hours (503.75).

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BRENDA STRAFFORD FOUNDATION LTD.**  
**(CAMBRIDGE MANOR)**

**AND**  
**UNITED NURSES OF ALBERTA**

**RE: SALARIES LUMP SUM PAYMENT**

An Employee as of the date of ratification shall receive a lump sum payment for all hours paid from the date of certification on April 22, 2022, to the date of ratification based on the difference between the Cambridge Manor hourly rate and the Clifton Manor hourly rate for the corresponding wage step at the same period of time. The differences are as follows:

**April 22, 2022 to August 31, 2022**

**Registered Nurse**

**Registered Psychiatric Nurse**

|                   | Step 1        | Step 2        | Step 3        | Step 4        | Step 5        | Step 6        | Step 7        | Step 8        | Step 9        |
|-------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Clifton Manor     | \$37.97       | \$39.43       | \$40.89       | \$42.35       | \$43.83       | \$45.27       | \$46.74       | \$48.12       | \$49.83       |
| Cambridge Manor   | \$37.39       | \$38.80       | \$40.22       | \$41.64       | \$43.06       | \$44.47       | \$45.89       | \$47.24       | \$48.89       |
| <b>Difference</b> | <b>\$0.58</b> | <b>\$0.63</b> | <b>\$0.67</b> | <b>\$0.71</b> | <b>\$0.77</b> | <b>\$0.80</b> | <b>\$0.85</b> | <b>\$0.88</b> | <b>\$0.94</b> |

**Certified Graduate Nurse**

**Graduate Nurse - Provisional Permit Holder**

**Graduate Psychiatric Nurse**

|                   | Step 1        |
|-------------------|---------------|
| Clifton Manor     | \$34.74       |
| Cambridge Manor   | \$33.72       |
| <b>Difference</b> | <b>\$1.02</b> |

**Undergraduate Nurse**

|                   | Step 1        |
|-------------------|---------------|
| Clifton Manor     | \$27.96       |
| Cambridge Manor   | \$25.77       |
| <b>Difference</b> | <b>\$2.19</b> |

**September 1, 2022 to March 31, 2023****Registered Nurse****Registered Psychiatric Nurse**

|                   | Step 1        | Step 2        | Step 3        | Step 4        | Step 5        | Step 6        | Step 7        | Step 8        | Step 9        |
|-------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Clifton Manor     | \$38.44       | \$39.92       | \$41.40       | \$42.88       | \$44.38       | \$45.84       | \$47.32       | \$48.72       | \$50.45       |
| Cambridge Manor   | \$37.39       | \$38.80       | \$40.22       | \$41.64       | \$43.06       | \$44.47       | \$45.89       | \$47.24       | \$48.89       |
| <b>Difference</b> | <b>\$1.05</b> | <b>\$1.12</b> | <b>\$1.18</b> | <b>\$1.24</b> | <b>\$1.32</b> | <b>\$1.37</b> | <b>\$1.43</b> | <b>\$1.48</b> | <b>\$1.56</b> |

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

|                   | Step 1        |
|-------------------|---------------|
| Clifton Manor     | \$35.17       |
| Cambridge Manor   | \$33.72       |
| <b>Difference</b> | <b>\$1.45</b> |

**Undergraduate Nurse**

|                   | Step 1        |
|-------------------|---------------|
| Clifton Manor     | \$28.31       |
| Cambridge Manor   | \$25.77       |
| <b>Difference</b> | <b>\$2.54</b> |

**April 1, 2023 to date of ratification****Registered Nurse****Registered Psychiatric Nurse**

|                   | Step 1        | Step 2        | Step 3        | Step 4        | Step 5        | Step 6        | Step 7        | Step 8        | Step 9        |
|-------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Clifton Manor     | \$39.21       | \$40.72       | \$42.23       | \$43.74       | \$45.27       | \$46.76       | \$48.27       | \$49.69       | \$51.46       |
| Cambridge Manor   | \$37.39       | \$38.80       | \$40.22       | \$41.64       | \$43.06       | \$44.47       | \$45.89       | \$47.24       | \$48.89       |
| <b>Difference</b> | <b>\$1.82</b> | <b>\$1.92</b> | <b>\$2.01</b> | <b>\$2.10</b> | <b>\$2.21</b> | <b>\$2.29</b> | <b>\$2.38</b> | <b>\$2.45</b> | <b>\$2.57</b> |

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

|                   | Step 1        |
|-------------------|---------------|
| Clifton Manor     | \$35.87       |
| Cambridge Manor   | \$33.72       |
| <b>Difference</b> | <b>\$2.15</b> |

**Undergraduate Nurse**

|                   | Step 1        |
|-------------------|---------------|
| Clifton Manor     | \$28.88       |
| Cambridge Manor   | \$25.77       |
| <b>Difference</b> | <b>\$3.11</b> |

## Salary Appendix

| <b>Registered Nurse</b>             |               |               |               |               |               |               |               |               |               |
|-------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Registered Psychiatric Nurse</b> |               |               |               |               |               |               |               |               |               |
|                                     | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> |
| Current Rate                        | \$37.39       | \$38.80       | \$40.22       | \$41.64       | \$43.06       | \$44.47       | \$45.89       | \$47.24       | \$48.89       |
| Date of Ratification                | \$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       |

| <b>Certified Graduate Nurse</b>                   |               |               |               |               |               |               |               |               |               |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Graduate Nurse - Provisional Permit Holder</b> |               |               |               |               |               |               |               |               |               |
| <b>Graduate Psychiatric Nurse</b>                 |               |               |               |               |               |               |               |               |               |
|   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> |
| Current Rate                                      | \$33.72       |               |               |               |               |               |               |               |               |
| Date of Ratification                              | \$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       |

| <b>Undergraduate Nurse</b> |               |
|----------------------------|---------------|
|                            | <b>Step 1</b> |
| Current Rate               | \$25.77       |
| Date of Ratification       | \$28.88       |

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THE PROPER OFFICERS.

On behalf of The Brenda Stafford Foundation Ltd.

On behalf of United Nurses of Alberta



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VP People, Culture & Belonging

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Date: March 7, 2024

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Date: