

**COLLECTIVE AGREEMENT**

**BETWEEN**

**FATHER LACOMBE CARE SOCIETY  
AUXILIARY NURSING**

**AND**

**THE UNITED NURSES OF ALBERTA  
LOCAL #421**

**FOR THE PERIOD**

**AUGUST 31, 2019 – AUGUST 31, 2024**

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**COLLECTIVE AGREEMENT MADE THIS \_\_\_\_ DAY OF SEPTEMBER 2023,**  
**BETWEEN**  
**FATHER LACOMBE CARE SOCIETY**  
**AUXILIARY NURSING CARE**  
**AND**  
**UNITED NURSES OF ALBERTA**  
**LOCAL #421**

**PREAMBLE**

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

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

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in effect from the date the Union and the Employer exchange notice of ratification by their principals, whichever is later, and expire on August 31, 2024, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.

1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until a strike or lockout commences.

**ARTICLE 2: DEFINITIONS**

2.01 “Administrator” means the Executive Director responsible for the day to day activities of the Centre.

- 2.02 “Arbitration” shall take meaning from the section of the *Labour Relations Code* dealing with the resolution of a difference.
- 2.03 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salary Schedule inclusive of educational allowances but exclusive of all other allowances and premiums.
- 2.04 “Cycle of the Shift Schedule” means the period of time when the shift cycle repeats itself and the cycle shall not exceed twelve (12) weeks.
- 2.05 “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 38.01(a)(iii); or
    - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
    - (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
  - (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
    - (i) for a specific job of more than three (3) months but less than twelve (12) months; or
    - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or

- (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.06 “Employer” shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of the operation and management of the Centre.
- 2.07 “Centre” means each individual site operated by the Employer, that is covered by the Collective Agreement.
- 2.08 “Graduate Licensed Practical Nurse” means a new graduate who have completed an approved Practical Nursing Program in Alberta to practice (work) as a nurse while waiting to write the Canadian Practical Nurse Registration Exam (CPNRE).  
  
Temporary Registration is short term, not to exceed one (1) year. Members with Temporary Registration are recognized as a Licensed Practical Nurse and may carry out the competencies of an entry-level practitioner. After expiring, Temporary Registration may not be renewed.
- 2.09 “Gross Earnings” means all monies earned by the Employee under the terms of this Collective Agreement.
- 2.10 “Health Care Aide” means an Employee who is certified or recognized for equivalency to certification or deemed competent and is enrolled on the Alberta Health Care Aide Directory.
- 2.11 “Licensed Practical Nurse” means a person who is issued a certificate of registration as a Licensed Practical Nurse pursuant to the *Health Professions Act and Regulations* and who holds an annual certificate.
- 2.12 “Shift” means a daily tour of duty of not less than three (3) hours exclusive of overtime hours. Employee attendance at a voluntary meeting is not considered a Shift and the Employee shall be paid for the hours in attendance.
- 2.13 The singular means the plural and vice versa as applicable.
- 2.14 “Union” shall mean the United Nurses of Alberta Local 421.

### **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 (C-45-2016) and amendments thereto.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.
- 3.04 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union or Local to be in writing, such requirement is satisfied by the provision of such in an electronic form.

### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:
- (a) maintain order, discipline and efficiency;
  - (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
  - (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
  - (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.
- 4.02 The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances and in accordance with the Collective Agreement.

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

- 5.01 (a) The Employer shall deduct 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 monthly 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 United Nurses of Alberta 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. A separate bulletin board shall be provided in each building where there is a considerable geographic separation between buildings in which resident and client care is provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.04 (a) A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation. Such attendance by the Employee shall be at no loss of regular earnings.
- (b) The Employer shall advise the Local Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.
- 5.05 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.



- (c) Excluding those Employees on a full time Union leave, time off granted in accordance with Article 5.05(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a fifteen percent (15%) administration fee.

5.06 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.

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

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

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

## **ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS**

### **7.01 Regular Hours of Work**

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

For Licensed Practical Nurses in Supportive Living and/or working Night Shift:

- (i) seven point seven five (7.75) consecutive hours per day; and
- (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete Cycle of the Shift Schedule.

For all other Employees:

- (iii) seven point five (7.5) consecutive hours per day; and
- (iv) thirty-seven point five (37.5) hours per week averaged over one (1) complete Cycle of the Shift Schedule.

- (b) Regular hours of work shall be deemed to:
  - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working Shift; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working Shift 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 half 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 their meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.
- (d) If an Employee is recalled to duty during their meal period or rest period the Employee shall be given a full meal period or rest period later in the Employee's Shift, or, where that is not possible, be paid for the meal period or rest period as follows:
  - (i) for a rest period, at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, the overtime rate, in accordance with Article 8: Overtime.
- (e) On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the one (1) hour reduction in the Shift involved shall be effected with the appropriate deduction in regular earnings.

## 7.02 **Shift Schedules**

- (a) 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). Employees shall be aware that, in the course of their regular duties, they may be required to work on various Shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first Shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- (b) The Shift patterns which may be available are:
  - (i) Permanent days;
  - (ii) Permanent evenings;
  - (iii) Permanent nights;
  - (iv) Evenings and days rotation;
  - (v) Nights and evenings rotation (only by Employee request);
  - (vi) Nights and days rotation (only by Employee request).
- (c) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
  - (i) at least fifteen point five (15.5) hours off duty between Shifts;
  - (ii) at least two (2) days of rest per week averaged over the length of the Shift schedule whereby at least two (2) days of rest every two (2) weeks shall be consecutive;
  - (iii) days of rest on one-half (1/2) 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 (2) consecutive weekends. "Weekend" means a Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty; and
  - (iv) not more than six (6) consecutive scheduled days of work.
- (d) Notwithstanding Article 7.02(c), in the event that the parties wish to implement additional optional scheduling systems, a new scheduling system may be mutually agreed to in writing between the Employer and the Union.

**7.03 Schedule Posting**

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

**7.04 Schedule Changes**

- (a) If in the course of a posted schedule the Employer changes an Employee's scheduled days off, the Employee shall be paid at the overtime rate in accordance with Article 8: Overtime for all hours worked on what would otherwise have been the Employee's 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 both orally and 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 both orally and in writing and such change shall be recorded on the Shift schedule.

**7.05 Employee Shift Exchange**

- (a) Regular and Temporary Employees may exchange Shifts, or portion of Shifts, among themselves, provided that:
  - (i) both exchanged Shifts occur within the same or next consecutive pay-period.
  - (ii) the exchange is agreed to, in writing, between the affected Employees; and
  - (iii) prior approval of such exchange has been given by the Employees' immediate supervisor(s); and
  - (iv) where a request for approval is made in writing, the Employer's reply shall also be in writing; and
  - (v) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules; and

- (vi) not withstanding Article 7.05(a)(i), the Employer shall take into consideration a request for shift exchange outside of the designated period.
- (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.
- (e) A Full-time Employee may exchange a maximum of three (3) shifts per calendar month. A Part-time Employee may exchange a maximum of two (2) Shifts per calendar month.

#### 7.06 **Reporting Pay**

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

- (i) the Employee shall be compensated for a minimum of three (3) hours pay at the Employee's applicable rate of pay, exclusive of shift differential and weekend premium payments.
- (ii) and fewer than three (3) 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 shall take into consideration the implementation of a contractually compliant Shift schedule developed by the Union that provides appropriate professional coverage as determined by the Employer.

### **ARTICLE 8: OVERTIME**

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day or on scheduled days of rest.
- (b) The Employer shall designate an individual in the Centre who may authorize overtime. The Employer shall not unreasonably deny authorization after the

fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

- (c) The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime is worked.

8.02 The overtime rate of one point five times (1.5X) the applicable Basic Rate of Pay shall be paid for overtime worked for the first two (2) hours. Overtime hours in excess of two (2) hours shall be paid at two times (2X) the applicable Basic Rate of Pay.

8.03 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first hour the Employee reports to work.

- 8.04
- (a) The Employer shall endeavour to minimize the use of mandatory overtime.
  - (b) The Employer may require an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requiring the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
  - (c) An emergency is a circumstance that calls for immediate action.
  - (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.

8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).

8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.

- 8.07
- (a) Where an Employee works overtime immediately following their Shift and there is not a minimum of eight (8) consecutive hours off duty in the twelve (12) hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing 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. Such participation shall be voluntary.

## **ARTICLE 10: TRANSPORTATION**

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

(b) An Employee who normally travels from the Centre to the Employee's place of residence by means of walking 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 it is reasonably safe to walk alone, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Centre to the Employee's place of residence.

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

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

11.01 A new Employee shall serve a probationary period of five hundred three point seven five (503.75) hours. Subject to Article 11.02, 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 at least once during the Employee's probationary period. During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them. The probationary period may be extended by mutual agreement between the Employer and Union up to an additional five hundred three point seven five (503.75) hours if performance deficiencies are identified during the initial probationary period.

11.03 The Employer shall provide new Employees a supervised paid orientation. A Licensed Practical Nurses' first four (4) Shifts of resident and client care shall be under guidance or supervision. A Health Care Aides' first three (3) Shifts of resident and client care 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 within the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include service as a bargaining unit Employee provided there was no break in the Employee's service for longer than six (6) months.

Continuous service within the bargaining unit shall include:

- (i) service as a bargaining unit Employee in Direct Nursing or Auxiliary Nursing; and
- (ii) service with any Employer with a bargaining relationship with the United Nurses of Alberta provided that the Collective Agreement with that Employer contains a reciprocal clause provided there was no break in the Employee's service for longer than six (6) months.

12.02 Seniority shall determine:

- (a) assignment of available shift schedules subject to the provisions of Article 7: Hours of Work and Scheduling Provisions;
- (b) promotion and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers & Vacancies;
- (c) layoff and recall subject to the provisions specified in Article 15: Layoff and Recall; and
- (d) approval of vacation times subject to the provisions specified in Article 17: Vacations with Pay.

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



- (a) when an Employee's employment ceases with the Employer;
- (b) upon the expiry of six (6) 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) **Seniority Lists**

The Employer shall provide to the Union on a quarterly basis, an Employee Listing in an electronic file in accordance with the United Nurses of Alberta Report Template. There shall be one file per Bargaining Unit, and one row per Employee. Any changes to the Template Report must be mutually agreed.

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

(c) **Correction of Seniority Lists**

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

- (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.
- (iii) Where a Casual Employee that subsequently becomes a Regular Employee brings the same seniority date as other Regular Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.

- 12.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from a position which is out of the scope of this bargaining unit and when employment in the out of scope position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit. This provision shall only be applicable in the event that an Employee returns to the bargaining unit within two (2) years.
- 12.06 An Employee who has accrued seniority with another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.01, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 25: Salaries, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave or Letter of Understanding: Severance.

### **ARTICLE 13: EVALUATIONS AND PERSONNEL FILE**

- 13.01 (a) The Employer shall provide each Employee a yearly evaluation.
- (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 interviews shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the interview the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation interview. The Employee shall sign their evaluation for the

sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the interview and such reply shall be attached to the evaluation and placed in the Employee's personnel file.

- 13.03 (a) By appointment made at least two (2) working days in advance, and during regular business hours and outside of the Employee's paid hours of work, an Employee may view their personnel file once every twelve (12) months and in addition when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in their personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.
- 13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

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

- 14.01 (a) The Employer shall post notices of vacancies for all regular and temporary positions within the bargaining unit not less than ten (10) 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 ten (10) 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) All notices of vacancy shall include:
- (i) a general description of the work;
  - (ii) the site;

- (iii) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern;
    - (iv) the commencement date for the position, which may be altered by mutual agreement between the Employee and the Employer; and
    - (v) for temporary positions, the notice of vacancy shall also indicate the expected term.
  - (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 regular Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), or the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07. A regular Employee achieving a temporary position shall maintain their status as a regular Employee.
  - (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 38.01 (a) (ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.
  - (d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:
    - (i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 14.01(a).
    - (ii) For temporary positions such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a), unless the

position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.

- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

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

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

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

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

14.06 When an Employee is promoted from one classification to another, the salary of such Employee shall be advanced to the first step in the salary scale of the higher classification.

14.07 (a) An Employee transferred to another site and an Employee promoted to a new classification will be given a trial period (exclusive of any theoretical component required by the Employer) 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) Should either:

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

(ii) the Employee request reinstatement to their former position, the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less

than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.

- (c) 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.
- (d) 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.
- (e) An Employee who is transferred to a new shift type, unit or site may request additional orientation and the request shall not be unreasonably denied.

14.08 At the time of hire, or transfer, or change of hours in accordance with Article 14.11, or change of category in accordance with Article 38.01, 38.02 or 38.03, all Employees shall receive a letter which shall include the following:

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

14.09 **Decreasing or Increasing Regular Hours of Work**

The parties agree that it may be of mutual benefit to the Employees and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work. The Employer shall have the right to accept or reject any request for alteration of the Employee's full-time equivalent (FTE) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.

- (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.
  - (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
  - (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 14.09 equals or exceeds .4 FTE, they shall be posted as a vacancy.
  - (iv) If the number of hours vacated as a result of Article 14.09 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 Article 14.09 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 hours may be offered to Regular Part-time Employees, or may be posted in accordance with this Article for members of the bargaining unit only.
  - (B) Such hours are to be offered to Regular Part-time Employees working on the unit, in order of seniority. (For Employees without a unit, this selection is to occur within the program and

site). Subject to Article 14.09(b) (iii), (iv) and (vi) below, Employees may select all of the additional hours being offered.

- (ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Article.
  - (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 14.09(b)(i)(B) above.
  - (iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
  - (v) Any unassigned hours following the completion of Article 14.09(b) above will not remain subject to the provisions of Article 14.09.
  - (vi) A Regular Part-time Employee may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.
  - (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.09.
  - (viii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
- (c) No Employee may decrease or increase their regular hours of work pursuant to Article 14.09 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
  - (d) Any redistribution of hours as a result of the operation of Article 14.09 shall not be considered a violation of the Letter of Understanding Re: Severance.
  - (e) Where any request pursuant to Article 14.09 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.
  - (f) Copies of all requests and responses to requests pursuant to Article 14.09 shall be provided to the Union forthwith.
  - (g) An Employee whose regular hours of work are altered through the operation of Article 14.09 shall not be required to serve a trial period.



- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 14.09 shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; or 36: Part-time, 37: Temporary and 38: Casual Employees.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall in circumstances where a position of greater than .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 Article 14.09(b)(iii) apply.

14.10 In instances where a Regular Employee accepts a regular position which is outside the scope of this Collective Agreement the resultant vacancy shall be posted as a temporary position, not exceeding twelve (12) months. In instances where a Regular Employee accepts a temporary position which is outside the scope of this Collective Agreement, the resultant vacancy shall be posted as a temporary position, not exceeding eighteen (18) months. In both instances, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.

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

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

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

14.14 A request to transfer to Casual Status shall not be unreasonably denied.

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

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

(b) The Employer and the Union shall meet prior to a 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 elimination, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors. Unless otherwise

agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

**15.02 Notice**

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off twenty-eight (28) calendar days prior to the layoff, and shall forward to the Local 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 classification with less seniority in a position for which the Employee has the ability to perform the work;
  - (ii) at the Employee's option, take a position in the same 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 Local of such

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

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within seventy-two (72) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
  - (i) place the Employee in any available vacant position in the same classification 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 full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.
- (e) An Employee who fails to respond to the notice of recall as detailed above shall be deemed to have resigned from their position, however, the Employer will give consideration to unusual circumstances.
- (f) An Employee who is not recalled within six (6) months of the date of layoff shall be deemed terminated.

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

15.07 **Benefits**

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of a laid off Employee for a maximum of three (3) months premium.
- (b) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

15.08 **Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 14: Promotions, Transfers & Vacancies.

- (b) Where an Employee works while on layoff in accordance with Article 15.04(b), the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
  - (c) Should an Employee be affected pursuant to Article 15.01(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.01 after the Employee has advised the Employer of their readiness to return to work.
  - (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.
- 15.09
- (a) Prior to recalling laid-off Employees pursuant to Article 15.05, the Employer shall post notices of vacancies for regular full-time and regular 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 Local within five (5) calendar days of posting. Employment competitions posted pursuant to Article 15.09(a) shall be limited to Regular Employees.
  - (b) When circumstances require the Employer to fill a vacancy before the expiration of seven (7) calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 15.05, the Employer may temporarily fill the vacancy in accordance with Article 14.01(b).
  - (c) A notice of vacancy shall indicate the position is posted pursuant to Article 15.09.
  - (d) Applications pursuant to Article 15.09(a) shall be made to the Employer in writing.
  - (e) In making promotions and transfers pursuant to Article 15.09(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 14: Promotions, Transfers and Vacancies.
  - (f) Where there is:
    - (i) a vacancy resulting from an appointment under Article 15.09(a), or

- (ii) when there are no suitable applicants for a vacancy posted under Article 15.09(a),

recalls shall be carried out in accordance with Article 15.05.

- (g) The name of the Employee appointed pursuant to Article 15.09(e) shall be posted for not less than seven (7) calendar days. All other applicants and the Local shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.

15.10 Subject to operational requirements, the Employer will make reasonable effort to change the work assignment of an Employee who has received layoff notice to accommodate the Employee's attendance at an interview.

## **ARTICLE 16: TEMPORARY ASSIGNMENT AND PRECEPTOR PAY**

### **16.01 Temporary Assignment**

- (a) When an Employee is assigned to replace another Employee in a higher paid classification for one (1) full Shift or longer, the Employee shall be paid an additional amount equal to the differential between the beginning rate for the Employee's classification and the beginning rate for the more senior classification in which the Employee is relieving.
- (b) When an Employee is assigned to replace another person in an out-of-scope position at a more senior level for one (1) full Shift or longer the Employee shall be paid an additional two dollars (\$2.00) per hour.

### **16.02 Preceptor Pay**

- (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
- (b) An Employee assigned by the Employer as a preceptor shall receive an additional sixty-five cents (65¢) per hour.
- (c) Preceptor shall mean an Employee who is assigned to supervise students in:
  - (i) the Licensed Practical Nurse program or any specialized practice education or training program, as recognized by the College of Licensed Practical Nurses of Alberta; or

- (ii) a post secondary program recognized by the Employer as required qualifications for a position within the scope of this collective agreement.

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

### **17.01 Definitions**

For the purpose of this Article:

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

### **17.02 Vacation Entitlement**

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay. 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 (1st) to fourth (4th) year of such employment, an Employee earns a vacation of fifteen (15) working days;
  - (ii) during each of the fifth (5th) to fourteenth (14th) years of employment, an Employee earns a vacation of twenty (20) working days;
  - (iii) during each of the fifteenth (15th) and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of twenty-five (25) working days per year.

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- (i) during the first (1<sup>st</sup>) to fourth (4<sup>th</sup>) year of such employment, an Employee earns a vacation of fifteen (15) working days;
- (ii) during each of the fifth (5<sup>th</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>) and nineteenth (19<sup>th</sup>) 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 shall be entitled to vacation pro-rated from the date of employment.

- (c) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with the same Employer or another Employer where United Nurses of Alberta is the bargaining agent, the Employer shall recognize prior years of service as a United Nurses of Alberta member in the same classification for the purpose of determining vacation entitlement. Employees shall be required to provide written statement within ninety (90) days of employment.

Upon request, the Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

**17.03 Time of Vacation**

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b) (i) The Employer shall post the vacation schedule planner for each Centre by January 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees for each unit, program, or site (whichever are applicable) who can be granted vacation at the same time. An Employee shall submit their vacation preference for at least 75% of their annual vacation entitlement by March 15<sup>th</sup> of that year. Where an Employee submits their vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30<sup>th</sup> of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees in the Centre shall be the deciding factor.



- (ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.
- (c) Notwithstanding Article 17.03 (a), an Employee may be permitted to carry forward a maximum of one (1) week of unused vacation (as of May 31st) to the next vacation year. Requests to carry forward additional vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03 (a), a Full-time or Part-time Employee who has completed probation shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
  - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
  - (ii) such vacation can be taken at a mutually agreeable time.
- (e)
  - (i) Subject to Article 17.03(e) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
  - (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) Notwithstanding Article 17.03(b), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay, for that portion of the Employee's vacation entitlement that exceeds three (3) weeks.
- (g) No Employee shall have their vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has their vacation cancelled by the Employer shall be paid two times (2X) their Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

17.04 **Vacation Pay on Termination**

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

such Employee shall receive vacation pay at the rate prescribed in the Alberta *Employment Standards Code* concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

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

- (a) periods during which the Employee is in receipt of sick leave pursuant to Article 19.03;
- (b) periods during which the Employee is in receipt of Workers' Compensation benefits for the first 24 months of such absence.

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

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

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

- 18.02 To qualify for a Named Holiday with pay, the Employee must:
- (a) work their scheduled Shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
  - (b) work on the holiday when scheduled or required to do so.
- 18.03
- (a) An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) the Employee's Basic Rate of Pay plus:
    - (i) an alternate day off at a mutually agreed time;
    - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
    - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
  - (b) An Employee obliged to work on Christmas Day shall be paid for all hours worked on the Named Holiday at 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.
  - (d) In addition to an alternate day off, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
    - (i) for all overtime hours worked on a Named Holiday two point five times (2.5X) their Basic Rate of Pay;

- (ii) for all overtime hours worked on and Christmas Day three times (3X) their Basic Rate of Pay.

- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06
- (a) An Employee may request in writing to be scheduled to have either Christmas Day or New Year's Day off.
  - (b) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
  - (c) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where they 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 for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation and Regulations*.
  - (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 ½) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Employees may be required to submit satisfactory proof to the Employer or its agents of any illness, non-occupational accident or quarantine when circumstances make it

reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer. Where an Employee has been placed on the Employee Wellness and Attendance Management Program and if they do not suffer from a disability that requires increased utilization of sick leave, the Employer may not pay the full fee for such proof.

19.05 When an Employee has accrued the maximum sick leave credits of one hundred and twenty (120) working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

19.06 Sick leave shall be granted:

- (a) 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; or
- (b) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Notwithstanding Article 19.06(a), should an Employee on vacation suffer an illness or injury which results in the Employee being hospitalized or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.

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

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

- (iii) In reinstating an Employee under (ii), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee to a site suitable to the Employee if possible.
- (b) An Employee who does not qualify for LTD benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay 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 reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.
- (c) Any Employee who is displaced because of the provisions of this Article shall be entitled to displacement rights as per Article 15.03.

19.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of their accrued sick leave credits.

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

19.10 (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment in a bargaining unit at which the Employer is also party to an agreement with an identical sick leave provision, within six (6) months of the date of termination of employment. Otherwise, sick leave credits shall be cancelled and no payment shall be due therefor. Upon request, the Employee shall be provided with a written statement of such entitlement upon termination.

- (b) (i) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.

- (ii) Where a Casual Employee in Article 30.03 subsequently transfers to a regular or temporary position with the same Employer, such Employees shall have their frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.

- 19.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be charged against their accumulated sick leave. The Employee may be required to submit satisfactory proof of such appointment. Employees are expected to make every reasonable effort to schedule such appointments to occur outside of their regular hours of work.
- 19.12 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 14: Promotions, Transfers & Vacancies.

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

- 20.01 Workers' Compensation Board (WCB) coverage will be provided by the Employer for an Employee.
- 20.02 An Employee who is incapacitated and unable to work as the result of an accident or an occupational disease while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act* shall receive payment directly from WCB but shall remain entitled the benefits in Article 21 while in receipt of WCB.
- 20.03 The Employer shall pay one-tenth (1/10) day of the Employee's regular net salary when they are absent from work and drawing Worker's Compensation, which shall be charged against sick leave credits. Employees shall only receive full net salary to the extent that one-tenth (1/10) day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19: Sick Leave.

## **ARTICLE 21: EMPLOYEE BENEFITS**

- 21.01 The Employer shall provide a Health Benefits Plan for Regular and Temporary Employees, subject to the enrolment and other terms and conditions of the Insurer.

All qualifying full-time and part-time Employees are required to enroll in mandatory insurance benefits. The Health and Dental benefits may be waived by the Employee with proof of coverage.

- (a) Supplementary Benefits Plan which provides the following benefits:

- (i) Vision care coverage providing for bi-annual eye exams and up to two hundred and fifty dollars (\$250) every two (2) calendar years per person for corrective lenses;

Effective September 1, 2023, vision care coverage providing for bi-annual eye exams and up to four hundred and fifty dollars (\$450) every two (2) calendar years per person for corrective lenses;

- (ii) eighty percent (80%) direct payment provision for medication prescribed by a qualified practitioner.

(b) Alberta Health Care Insurance Plan;

(c) A Benefits Plan inclusive of:

- (i) Group Life Insurance (1X basic annual earnings rounded to next highest \$1,000);

- (ii) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to next highest \$1,000);

- (iii) Long-Term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period);

- (iv) A Dental Plan which provides for the reimbursement of 100% of eligible Basic Services; 50% of eligible Extensive Services [including appliances (appliances to include mouth guards for therapeutic use)], and 50% of eligible Orthodontic Services (including coverage for adults) in accordance with the current year's fee guide as set out by the current Benefits Administrator. A maximum annual reimbursement of \$2,500 per insured person per benefit year shall apply to Basic, Preventative and Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$2,500 per insured person.

21.02 Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

21.03 The premium costs (exclusive of Long Term Disability) shall be shared seventy-five percent (75%) by the Employer and twenty-five (25%) by the Employee. Premium



costs for Long Term Disability shall be one hundred percent (100%) paid by the Employee.

- 21.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 21.05 (a) The Employer shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) The Employer shall advise the United Nurses of Alberta of all premium rate and plan changes pursuant to Article 21.01.
- 21.06 Such coverage shall be provided to Regular and Temporary Employees after serving a waiting period of three (3) calendar months except for:
- (a) a Part-time Employee whose hours of work are fewer than fifteen (15) hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
- (b) a Temporary Employee who is hired to work for a position of less than six (6) months.

## **ARTICLE 22: LEAVE OF ABSENCE**

### **22.01 General Policies Governing Leaves of Absence**

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Article 22.05, 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. Failure to submit the premium payments will result in the Employer discontinuing benefit coverage for that Employee.
- (c) With the exception of a leave of absence for Union business, Employees shall not accrue sick leave, earned vacation, and incremental hours during an unpaid leave of absence.
- (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 request to work as a Casual Employee. If the Employer approves the Employee's request, then the Employee's work as a Casual Employee with the Employer shall not adversely affect the Employee's reinstatement to the position from which the Employee is on leave.

**22.02 General Leave**

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

**22.03 Bereavement Leave**

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) consecutive calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.

**22.04 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:

<b>Leave Type</b>	<b>Leave Duration</b>
Maternity	Up to 16 weeks
Parental	Up to 62 weeks
Compassionate care	Up to 27 weeks
Critical illness of a child	Up to 36 weeks
Critical illness of an adult	Up to 16 weeks
Disappearance of a child	Up to 52 weeks
Death of a child as a result of a crime	Up to 104 weeks

<b>Leave Type</b>	<b>Leave Duration</b>
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.

**22.05 Maternity and Parental Leave**

- (a) An Employee who has completed ninety (90) days of employment shall, upon their written request providing at least four (4) weeks advance notice where possible, be granted maternity leave, parental leave, or both.

Maternity leave shall 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 the Employee commences maternity leave no later than the date of delivery.

Parental leave shall become effective on the date specified by the Employee. The Employee may commence parental 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.

- (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, EI SUB Plan benefits or disability benefits.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave shall be administered in accordance with the applicable provisions of the Collective Agreement.

- (e) An Employee on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held immediately prior to taking leave, 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 the Employee commenced leave.

## 22.06 **Educational Leave**

- (a) 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) An Employee registered at a university or college pursuing a degree or diploma relevant to nursing on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted up to three (3) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.
- (c) **Statement of Policy**

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

## 22.07 **Court Appearance**

- (a) In the event an Employee is required to appear before a court of law for jury selection, as a member of a jury, as a witness in a criminal matter or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall
  - (i) suffer no loss of regular earnings for the scheduled Shift(s) so missed.
  - (ii) 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.

**22.08 Critical Illness Leave**

Critical Illness 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.

**22.09 Military Leave**

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

**22.10 Leave for Public Affairs**

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

**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. 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 eighteen (18) months 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 Employee shall be advised of this right at the time of the scheduling of the meeting. However, should the Union representative be unavailable, the Employer shall not be prevented from meeting the Employee and taking disciplinary action. Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, unless the Employer believes there is a significant safety risk to patients/residents/clients, public or staff that prevents such disclosure.
- 23.07 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent for three (3) consecutive scheduled work days without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.

- 23.10 Twenty-eight (28) calendar days notice, in writing, shall be given by the Employee who resigns.
- 23.11 Vacation pay on termination shall be paid in accordance with Article 17.04.
- 23.12 For the purpose of Article 23.01, 23.02, 23.03 and 23.06, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.

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

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

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

- 25.01 Basic hourly salary scales and increments as set out in the Salary Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein. An Employee's Basic Rate of Pay shall be advanced to the next higher step on the grid following completion of the hours specified in the Salary Appendix. Hours worked for the purpose of increment shall include all hours paid at the basic rate of pay inclusive of:
- (a) Regular hours worked;
  - (b) Statutory Holidays worked;
  - (c) Modified duties worked;
  - (d) Paid Leave of absence for Union business;
  - (e) Paid education leave, paid orientation, and paid in-services;
  - (f) Paid sick leave;
  - (g) Paid vacation time;
  - (h) Paid Bereavement Leave;
  - (i) Absences while receiving Workers' Compensation.
- 25.02 Upon becoming registered by the College of Licensed Practical Nurses of Alberta, a temporary registrant shall be placed on the first (1<sup>st</sup>) step of the LPN Salary Grid.

- 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.
- 25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made to the financial institution of the Employee's choice no later than zero eight hundred (0800) on the designated pay day.
- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06 (a) The Employee's pay advice shall display the purpose and amount of each item of income. The Employee's pay advice shall display the purpose and amount of each deduction.
- (b) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays, at least quarterly and upon request. Where an Employee submits a request, the Employer will provide the requested information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's accounting system.

## **ARTICLE 26: EDUCATIONAL ALLOWANCES**

- 26.01 For the purpose of establishing an Employee's Basic Rate of Pay, the Employer will recognize the following certificates and degrees offered by bona fide Canadian post-secondary educational institutions or equivalent. With respect to gerontological certification, the certification must be provided by the Canadian Nurses Association.

<b>Program/Qualification</b>	<b>Hourly Allowance</b>
Gerontological Certification	50¢

- 26.02 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained.
- 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; and
- (c) If a Licensed Practical Nurse has completed a nursing refresher course within the past twelve (12) months, the Employer will recognize experience that is more than five (5) years old.

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

## **ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

### **28.01 Shift Differential**

- (a) A shift differential of two dollars and fifty cents (\$2.50) shall be paid for all hours worked between fourteen hundred forty five (1445) hours to twenty-three hundred fifteen (2315) hours provided that greater than one (1) hour is worked between fourteen hundred forty five (1445) hours and twenty-three hundred fifteen (2315) hours.
- (b) A shift differential of four dollars and seventy-five cents (\$4.75) shall be paid for all hours worked between twenty-two hundred forty five (2245) hours and zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-two hundred forty five (2245) hours and zero seven hundred (0700) hours.

Effective August 28, 2023, a shift differential of five dollars (\$5.00) shall be paid for all hours worked between twenty-two hundred forty five (2245) hours and zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-two hundred forty five (2245) hours and zero seven hundred (0700) hours.

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

**28.02 Weekend Premium**

A weekend premium of three dollars and seventy five cents (\$3.00) shall be paid for all hours worked between twenty-two hundred forty five (2245) hours on a Friday and zero seven hundred (0700) hours on a Monday.

Effective August 28, 2023, a weekend premium of three dollars and twenty-five cents (\$3.25) shall be paid for all hours worked between twenty-two hundred forty five (2245) hours on a Friday and zero seven hundred (0700) hours on a Monday.

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.

29.02 Regular Employees who work fifteen (15) hours or more per week in a cycle of the shift schedule 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 four percent (4%) based on the gross earnings of each pay period.

**ARTICLE 30: COPIES OF COLLECTIVE AGREEMENT**

30.01 Following the signing of the Collective Agreement, each Employee affected shall be provided with access to the Collective Agreement by the Employer. The Collective Agreement shall be made available by the United Nurses of Alberta.

30.02 The Employer shall provide access to the Collective Agreement to each new Employee upon hiring. A printed copy shall be provided to an Employee upon request.

**ARTICLE 31: GRIEVANCE PROCEDURE**

**31.01 Purpose**

The parties agree to the following dispute resolution process in order to resolve any difference related to the application, interpretation or operation of this Collective

Agreement in an effort to maintain and enhance the provision of quality health care services.

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

- (a) encourage open, face-to-face dialogue between the people affected by a dispute;
- (b) achieve timely and equitable resolutions to identified issues as close to the source as possible;
- (c) contribute to and support a positive, harmonious work environment and Employee and manager job satisfaction;
- (d) recognize and respect the roles, interests and accountabilities of all involved;
- (e) minimize the time and costs involved in resolving disputes; and
- (f) achieve solutions that are consistent with the terms of this Collective Agreement.

**31.02 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 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 Executive Director or their designate.

**31.03 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.

**31.04 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 teleconference. Efforts to meet in-person will be made by both parties to the greatest extent possible.
- (c) Meetings at any stage of the dispute resolution process may be held during the normal working day with no loss of pay for a participating Employee (i.e., the grievor and a local representative).
- (d) Meetings held outside an Employee's regular work hours shall be paid at the basic rate of pay.

**31.05 Disputes Affecting More Than One Employee**

If a dispute directly affects two (2) or more Employees, it may be initiated under Article 31.08.

**31.06 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 31.08.

**31.07 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.

**31.08 Formal Dispute Resolution – Grievance Filing**

- (a) The grievance shall specify the details of the dispute, including, to the extent known, the name(s) of the affected Employee(s), the site(s)/program(s) affected, the Articles of the Collective Agreement affected and the desired resolution.
- (b) Step 1 – Submission of a grievance: 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.

An Employee grievance shall be submitted in writing to the Director of Human Resources or their designate.

The Employer or the Union shall communicate its decision, in writing within ten (10) days of the submission.

- (c) Step 2 – Resolution Meeting: If the Dispute is not resolved satisfactorily in Step 1, it may be advanced to Step 2 within five (5) days of the receipt of the decision in Step 1.

An Employee grievance may be submitted in writing to the Executive Director or their designate.

The parties shall meet for the purpose of resolving the grievance within fifteen (15) days from the date the grievance was submitted in Step 2. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. 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 three (3) working days of the meeting. The Employer or the Union shall communicate its decision, in writing within ten (10) days of the meeting.

- (d)
  - (i) If a resolution is achieved at or following the Article 31.08(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 31.08(c) resolution meeting, the grievance may be advanced to Arbitration within seven (7) days of the receipt of the decision.

**31.09 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.

**31.10 Arbitration**

- (a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing.
- (b) Within ten (10) days after receipt of notification provided for in Article 31.10(a) above, the parties shall attempt to agree upon an arbitrator hereinafter listed for the dispute.
- (c) In the event that mutual agreement regarding the appointment of an arbitrator is not achieved, the parties shall, within ten days after receipt of notification provided for in Article 31.10(b) above, select one (1) of the following arbitrators to hear the Arbitration:

Lyle Kanee	David Tettensor
David Phillip Jones	Richard Wilson
Andrew C. L. Sims	Mark Asbell
Leanne Young	Kathryn Oviatt
Tom Jolliffe	William McFetridge

The selection shall be random.

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

- (d) Where one (1) of the parties determines that they need to have the issue heard by an Arbitration Board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration Board prior to the selection of the arbitrator.
- (e) After the arbitrator has been selected the arbitrator shall meet with the parties within 6 (six) months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within sixty (60) days after the completion of the hearing.
- (f) The decision of the arbitrator shall be final and binding on the parties.
- (g) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.
- (h) Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.
- (i) The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (j) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

## **ARTICLE 32: OCCUPATIONAL HEALTH AND SAFETY**

- 32.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the applicable rate of pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.
- 32.02 (a) The Employer agrees to maintain an Occupational Health & Safety Committee which shall be composed of representatives of the Employer, and the Union and may include other Employees representing each functional department.
- (b) The number of Employer representatives shall not be more than fifty percent (50%) the total number of the Occupational Health and Safety Committee members.
- 32.03 The Committee shall meet monthly at a regular scheduled time and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety.
- 32.04 Minutes of the meeting shall be kept by a duly appointed Occupational Health & Safety Committee member and shall be received by the Employer, the Union and all other department representatives prior to the next meeting.
- 32.05 (a) The purpose of the Occupational Health and Safety Committee is to consider and make recommendations in such matters as Occupational Health and Safety in the work place.
- (b) The Occupational Health and Safety Committee shall also consider measures necessary regarding the security of each Employee on the Employer's premises and may make recommendations to the Employer.
- 32.06 An Employee attending Occupational Health and Safety Committee meetings shall be paid at their Basic Rate of Pay.
- 32.07 (a) The Employer shall have in place a harassment policy which shall be reviewed annually by the Occupational Health and Safety Committee.
- (b) There shall be a policy supporting a zero tolerance of staff abuse which shall be reviewed annually by the Occupational Health and Safety Committee.



- 32.08 In the case of an individual complaint, if an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded to the Occupational Health and Safety Committee in the form of a written complaint.
- 32.09 Where an Employee requires a specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost to the Employee.
- 32.10 (i) Should an issue not be resolved by the Committee; the issue shall be referred to the Director of Care. A resolution meeting between the Union and the Director of Care, or their designate(s), shall take place twenty-one (21) calendar days of the issue being referred to the Director of Care. The Director of Care or designate(s) shall reply in writing to the Union within fourteen (14) calendar days of the resolution meeting.
- (ii) Should the issue remain unresolved following the Director of Care's written response, the Local may request and shall have the right to present its recommendation(s) to the Executive Director. The Executive Director shall reply in writing to the Local within fourteen (14) calendar days of the presentation by the Local.

### **ARTICLE 33: IN-SERVICE PROGRAMS, PROFESSIONAL FEES & DEVELOPMENT**

- 33.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the Nursing and Health Care profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (i) Cardio-Pulmonary Resuscitation where required by the Employer;
- (ii) Fire (hands on experience with equipment except where not required by the Centre's established written fire procedures);
- (iii) Evacuation and disaster procedures;
- (iv) Proper lifting and transferring and prevention of injuries;
- (v) Prevention and control infections;
- (vi) 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) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than twelve (12) hours per year. The twelve (12) hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 33.01(b) and shall include prevention and management of staff abuse.

### 33.02 **Professional Development Days for Licensed Practical Nurses**

Upon request, each Regular Employee shall be granted at least one (1) professional development day annually, at the Basic Rate of Pay. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

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

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

33.03 The Employer will reimburse Licensed Practical Nurses (who at the beginning of their next registration year have active registration in their professional association) one hundred dollars (\$100.00) for their dues if they have accumulated seven hundred and fifty (750) or more regular hours actually worked in the previous fiscal year. Effective April 1, 2023, the Employer will reimburse Licensed Practical Nurses (who at the beginning of their next registration year have active registration in their professional association) two hundred dollars (\$200.00) for their dues if they have accumulated seven hundred and twenty (720) or more regular hours actually worked in the previous fiscal year. Hours worked include:

- (a) Regular hours worked;
- (b) Statutory Holidays worked;
- (c) Modified duties worked;
- (d) Paid Leave of absence for Union business;
- (e) Paid education leave, paid orientation, and paid in-services;
- (f) Paid sick leave;
- (g) Paid vacation time;

- (h) Paid Bereavement Leave;
- (i) Absences while receiving Workers' Compensation.

33.04 Professional Association College dues means dues paid to those who, at the beginning of the next registration year have active registration with the College of Licensed Practical Nurses of Alberta.

#### **ARTICLE 34: PROFESSIONAL RESPONSIBILITY**

- 34.01
- (a) A Professional Responsibility Committee (PRC) shall be established consisting of Union and non-Union Employees, including one member from each classification within the bargaining unit elected by the Union. The Committee will include representatives of the Employer. A Chairperson shall be elected from amongst the Committee. The Committee shall meet at least every two (2) months at a regularly appointed time, and within ten (10) days of receiving a written description of the issue regarding resident or client care.
  - (b) Alternate representatives may be designated from the same group.
  - (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
  - (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to resident or client care.
  - (e) Where an issue is specific to one unit, the Union shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
  - (f) 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.

- (g) The Committee may engage the support of additional subject matter experts to assist with the above discussions.
- (h) Should an issue not be resolved by the Committee, the issue shall be referred to the Executive Director. A resolution meeting between the Union and the Executive Director, or their designate(s), shall take place within 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 seven (7) calendar days of the resolution meeting.
- (i) Should an issue remain unresolved following the written response from the Executive Director, the Local, may refer the issue to mediation as per (j) below.
- (j) Mediation: The parties will agree on a mediator who is knowledgeable about health care and familiar with current nursing practice. Should the parties not be able to agree on a mediator, either party may request the Director of Mediation for the Province of Alberta to appoint the mediator. The mediator shall, within 60 days, meet with the parties and investigate the dispute. The issue may be resolved by mutual agreement between the parties. If it is not, either or both parties may request the mediator to issue a report including non-binding recommendations.
- (k) The mediator's fees will be born by the Union.
- (l) The parties agree that the meditation process is the final step to this Professional Responsibility process.
- (m) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
- (n) The Committee will not have jurisdiction over any matter contained in this Agreement including it's administration or re-negotiation, and the Union shall not grieve any decision or conclusion reached in discussion by Professional Responsibility Committee.

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

### **ARTICLE 35: JOB DESCRIPTIONS**

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

## **ARTICLE 36: PART-TIME EMPLOYEES**

36.01 Except as modified in Article 36.01, all provisions of this Collective Agreement shall apply to Part-time Employees.

(a) **Hours of Work**

(1) Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than seven point five (7.5) hours per day and in any event, shall be less than thirty-seven point five (37.5) hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) 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 36.01.
- (v) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's basic rate for hours worked up to seven point five (7.5) hours in a day and at one point five times (1.5X) the applicable basic hourly rate for those hours worked in excess of seven point five (7.5) hours in a day, two times (2X) for those hours worked in excess of nine point five zero (9.50).

- (vi) Where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on their scheduled day of rest, the Employee shall be paid one point five times (1.5X) the applicable basic hourly rate for the first two (2) hours work performed and two times (2X) for all hours thereafter.

(2) Amend Article 7.01(a) to read for Licensed Practical Nurses in Supportive Living and or working Night Shift:

- 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.
  - (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 36.01.
  - (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 one point five times (1.5X) the applicable basic hourly rate for those hours worked in excess of seven point seven five (7.75) hours in a day,

two times (2X) for those hours worked in excess of nine point seven five (9.75).

- (vi) Where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on their scheduled day of rest, the Employee shall be paid one point five times (1.5X) the applicable basic hourly rate for the first two (2) hours work performed and two (2) times (2X) for all hours thereafter.

(b) **Shift Schedules**

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

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

- (i) at least fifteen point five (15.5) hours off duty between Shifts;
- (ii) at least two (2) days of rest per week averaged over the length of the shift schedule whereby at least two (2) days of rest every two (2) weeks shall be consecutive. Employees may agree to exchange their designated days of rest to other non-scheduled days. An Employee who provides availability in writing for a scheduled day of rest has agreed to exchange their day of rest to an alternate non-scheduled day within the pay period. When they agree to do so, no overtime or penalty payment is required;
- (iii) days of rest on one half (1/2) of the weekends averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" means a Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty; and
- (iv) not more than six (6) consecutive scheduled days of work.

(c) **Vacations with Pay**

(i) Amend Article 17.02 to read:

17.02 (a) Only those hours of work paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of their daily hours referenced in 36.01(a), and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.

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

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

Hours worked during the vacation year at the rate specified in Article 36.01 (c)(i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (i) six percent (6%) during the first (1<sup>st</sup>) to fourth (4<sup>th</sup>) employment years;
- (ii) eight percent (8%) during each of the fifth (5<sup>th</sup>) to fourteenth (14<sup>th</sup>) employment years;
- (iii) ten percent (10%) during each of the fifteenth (15<sup>th</sup>) and subsequent employment years.

Effective June 1, 2023

- (i) six percent (6%) during the first (1<sup>st</sup>) to fourth (4<sup>th</sup>) employment year;
- (ii) eight percent (8%) during each of the fifth (5<sup>th</sup>) to ninth (9<sup>th</sup>) employment years;



- (iii) ten percent (10%) during each of the tenth (10<sup>th</sup>) to ninetieth (19<sup>th</sup>) employment years;
- (iv) twelve percent (12%) during each of the twentieth (20<sup>th</sup>) and subsequent employment years.

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

An Employee who has less than one (1) year of service prior to the 1<sup>st</sup> 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.

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

(d) **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 (5.00%) of their regular earnings in lieu of Named Holidays.

18.02 (a) Except as specified in Article 36.01 (d) amending 18.02 (b), a Part-time Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) the Employee's Basic Rate of Pay for work performed up to their daily hours reference in 36.01(a).

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

- (c) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
  - (i) For all overtime hours worked on a Named Holiday two point five times (2.5X) their Basic Rate of Pay.
  - (ii) For all overtime hours worked on Christmas Day three times (3X) their Basic Rate of Pay.
  
- 18.03 (a)
  - (i) An Employee may request in writing to be scheduled to have either Christmas Day or New Year's Day off.
  - (ii) An Employee granted Christmas Day off in accordance with Article 18.03(a)(i) 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).
  - (iii) An Employee granted New Year's Day off in accordance with Article 18.03(a)(i) above, shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

(e) **Sick Leave**

Amend Article 19.02 to read:

19.02 A Part-time Employee shall accumulate sick leave benefits on the basis of one and one-half (1 ½) days per month, pro-rated on the basis of the regularly scheduled hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

**ARTICLE 37: TEMPORARY EMPLOYEES**

- 37.01 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.
  
- 37.02 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.

37.03 An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of their employment pursuant to Article 37.02.

### **ARTICLE 38: CASUAL EMPLOYEES**

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

- Article 7: Hours of Work and Scheduling Provisions - 7.01(a), 7.02, 7.03, 7.04
- Article 12: Seniority
- Article 15: Layoff and Recall
- Article 17: Vacations with Pay
- Article 18: Named Holidays
- Article 19: Sick Leave, except Article 19.10(b)
- Article 20: Workers' Compensation
- Article 21: Employee Benefits
- Article 22: Leave of Absence
- Article 29: RRSP

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

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
- (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.05(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.
- (iv) (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid three (3) hours pay at the Employee's Basic Rate of Pay.

- (B) If fewer than three (3) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (v) A Casual Employee shall be entitled to overtime worked in excess of seventy-five (75) hours averaged over a two (2) week period (with a starting point established as the first day of the first (1st) pay period following ninety (90) days from the date of ratification of this Collective Agreement).

(b) **Vacation**

In the case of Casual Employees, amend Article 17: Vacations with Pay 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 (1st) to fourth (4th) employment year; in lieu of vacations with pay;
  - (ii) eight percent (8%) of their regular earnings during the fifth (5th) to fourteenth (14th) employment years; in lieu of vacations with pay;
  - (iii) ten percent (10%) of their regular earnings during the fifteenth (15th) and subsequent employment years; in lieu of vacations with pay;

Effective June 1, 2023

- 17.01 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
- (i) six percent (6%) during the first (1<sup>st</sup>) to fourth (4<sup>th</sup>) employment year;
  - (ii) eight percent (8%) during each of the fifth (5<sup>th</sup>) to ninth (9<sup>th</sup>) employment years;
  - (iii) ten percent (10%) during each of the tenth (10<sup>th</sup>) to ninetieth (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.

(c) **Named Holidays**

Amend Article 18: Named Holidays to read:

18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to five percent (5.00%) of their regular earnings in lieu of Named Holidays.

18.02 (a) Except as specified in Article 38.01 (c) amending 18.02 (b), a Casual Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) the Employee's Basic Rate of Pay for work performed up to their daily hours.

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

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

(i) For all overtime hours worked on a Named Holiday two point five times (2.5X) their Basic Rate of Pay.

(ii) For all overtime hours worked on Christmas Day three times (3X) their Basic Rate of Pay.

18.03 (a) An Employee may request in writing to be scheduled to have either Christmas Day or New Year's Day off.

(b) An Employee granted Christmas Day off 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).

(c) An Employee granted New Year's Day off 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).

**LETTER OF UNDERSTANDING**

**BETWEEN**

**FATHER LACOMBE CARE SOCIETY  
AUXILIARY NURSING  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #421  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: SEVERANCE**

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:
  - (a) Service greater than one (1) year – One (1) week notice or pay in lieu.
  - (b) Service between two (2) years to four (4) years – two (2) weeks notice or pay in lieu.
  - (c) Service between four (4) years to six (6) years – four (4) weeks notice or pay in lieu.
  - (d) Service between six (6) years to eight (8) years – five (5) weeks notice or pay in lieu.
  - (e) Service between eight (8) years to ten (10) years – six (6) weeks notice or pay in lieu.
  - (f) Service ten (10) years and beyond – eight (8) weeks notice or pay in lieu.

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

3. A Regular Employee who has received layoff notice in accordance with Article 15: Layoff and Recall and for whom no alternate vacant position is available and they do

not have the right to displace an Employee with less seniority, shall have the option to select either of:

- (a) Layoff with recall rights as specified in Article 15: Layoff and Recall of the Collective Agreement; or
  - (b) Severance in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 15: Layoff and Recall of this Collective Agreement.
7.
  - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
  - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**FATHER LACOMBE CARE SOCIETY  
AUXILIARY NURSING  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #421  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: HEALTH CARE AIDE (HCA) SUPPLEMENTARY PROVISIONS**

1. The Parties recognize the significant contribution of Health Care Aides during the COVID-19 global pandemic at Father Lacombe Care Society. Alberta Health Services introduced a two dollar (\$2.00) per hour COVID-19 Wage Increase, that the Employer continues to pay to HCAs. The Parties agree the Employer shall continue to pay the COVID-19 HCA Wage Increase until such time as the AHS funding ceases. The Employee agrees to provide the Union notice of the funding withdrawal and may cease payment to the Employees no less than two (2) pay periods following the withdrawal of funding.
2. The Government of Alberta introduced legislation in December 2020 to regulate HCAs in Alberta under the *Health Professions Act*, and the date the regulations will commence has not been announced and is therefore unknown to the parties. Should the Government institute the regulation of HCAs during the term of the Collective Agreement, the Parties agree to meet within sixty (60) days before the legislation comes into full force and effect to discuss the negotiation and application of the Collective Agreements that may apply if HCAs are declared “health professionals”, including but not limited to Article 2 – Definitions and Article 33 – In-Service Programs, Professional Fees and Development. The renegotiation shall be limited to the effect of the change in status of HCAs.



**LETTER OF UNDERSTANDING**

**BETWEEN**

**FATHER LACOMBE CARE SOCIETY  
 AUXILIARY NURSING  
 (HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #421  
 (HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: RETENTION OF EXPERIENCED EMPLOYEES**

As of the ratification of this Collective Agreement, the following collective agreements do not provide a long service pay adjustment for employees in auxiliary nursing care:

	<b>Employer</b>	<b>Site</b>	<b>Union</b>	<b>Expiry Date</b>
1	AgeCare	Glenmore	Alberta Union of Provincial Employees	September 10, 2018
2	AgeCare	McKenzie Town Care Centre	Canadian Union of Public Employees	October 31, 2022
3	AgeCare	Midnapore	Canadian Union of Public Employees	October 31, 2023
4	AgeCare	Walden Heights	Alberta Union of Provincial Employees	October 26, 2020
5	Carewest	Garrison Green et al	Alberta Union of Provincial Employees	June 30, 2020
6	Intercare	Kingsland Terrace	Canadian Union of Public Employees	March 31, 2023
7	Intercare	Brentwood, Chinook, & Southwood	Canadian Union of Public Employees	June 30, 2022
8	St. Elizabeth Health Services	Millrise	Alberta Union of Provincial Employees	December 31, 2019

For the purpose of this letter, a long service pay adjustment is defined as a higher basic rate of pay for employees with twenty (20) or more calendar years of service with their employer.

On September 1, 2023 and April 1, 2024, the Parties agree to reassess the market prevalence of a long service pay adjustment. If six (6) or more of the collective agreements listed above have a long service pay adjustment in effect as of the reassessment dates, then the Parties agree that the

following language will be effective on the start of the first pay period following September 1, 2023 or April 1, 2024:

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. As such, in addition to the rates of pay specified in the Main Salary Schedule, an Employee who has twenty (20) or more calendar years of service with the Employer, shall receive a two percent (2%) Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.

This letter of understanding expires on July 1, 2024.

**SALARY APPENDIX**

**Licensed Practical Nurse**

<i>Hours</i>	<i>Start</i>	<i>1957</i>	<i>3914</i>	<i>5871</i>	<i>7828</i>	<i>9785</i>	<i>11472</i>	<i>13699</i>
<b>Rate As Of</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>
current	27.25	28.40	29.56	30.72	31.87	32.99	34.31	35.68
September 27, 2021	27.25	28.40	29.56	30.72	31.87	32.99	34.31	35.68
August 29, 2022	27.25	28.40	29.56	30.72	31.87	32.99	34.31	35.68
March 27, 2023	27.58	28.79	29.94	31.11	32.27	33.38	34.73	36.13

**Health Care Aide**

<i>Hours</i>	<i>Start</i>	<i>1957</i>	<i>3914</i>	<i>5871</i>	<i>7828</i>	<i>9785</i>	<i>11472</i>
<b>Rate As Of</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>
current	20.52	21.59	22.30	23.08	23.77	24.96	25.70
September 27, 2021	21.17	21.86	22.51	23.25	23.77	24.96	25.70
August 29, 2022	21.43	22.13	22.79	23.54	24.06	24.96	25.70
March 27, 2023	21.86	22.57	23.25	24.01	24.55	25.26	26.03

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



\_\_\_\_\_  
(Employer)

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

\_\_\_\_\_  
Date: September 28, 2023

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