

COLLECTIVE AGREEMENT

BETWEEN

INTERCARE CORPORATE GROUP INC.

CHINOOK CARE CENTRE

AND

**THE UNITED NURSES OF ALBERTA
LOCAL #425**

FOR THE PERIOD

JULY 13, 2022 - MARCH 31, 2024

COLLECTIVE AGREEMENT MADE THIS ____ DAY OF _____, 2022.

BETWEEN

**INTERCARE CORPORATE GROUP INC.
CHINOOK CARE CENTRE
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

AND

**UNITED NURSES OF ALBERTA, LOCAL #425
(HEREINAFTER REFERRED TO AS THE “UNION”)**

PREAMBLE

WHEREAS the parties acknowledge that the primary purpose of the Employer and Employees is to work together to provide the highest standards of resident and patient care and service 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 for nurses;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from the date upon which the United Nurses of Alberta and the Employer exchange notice of ratification by their principals of the terms of this Agreement, whichever is later, up to and including March 31, 2024, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.

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

ARTICLE 2: DEFINITIONS

- 2.01 “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salary Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.
- 2.02 “Cycle of the Shift Schedule” means the period of time when the Shift cycle repeats itself and the cycle shall not exceed 12 weeks.
- 2.03 “Employee” means a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one (1) of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly scheduled Shifts of a continuing nature;
 - (i) “Full-time Employee” is one who is hired to work the full specified hours in Article 7: Hours of Work and Scheduling Provisions;
 - (ii) “Part-time Employee” is one who is hired to work for scheduled Shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.
 - (b) “Casual Employee” is one who:
 - (i) is hired to work on a call basis and who is not scheduled except in accordance with Article 30.03(a)(i); or
 - (ii) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) months or less.
 - (c) “Temporary Employee” is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than 12 months; or
 - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

- 2.04 “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 Facility.
- 2.05 “Facility” means the Chinook Care Centre, that is covered by the Collective Agreement.
- 2.06 “Gross Earnings” means all monies earned by the Employee under the terms of this Collective Agreement.
- 2.07 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.08 The singular means the plural and vice versa as applicable.
- 2.09 “Union” means the United Nurses of Alberta Local(s) which is party to this Agreement.

ARTICLE 3: RECOGNITION

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

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:

- (a) maintain order, discipline and efficiency;
- (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
- (c) direct the working force and to create new classifications and work units, schedules 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 shall exercise its rights in a manner which is professional, fair, reasonable 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 on a monthly basis. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative no later than the 21st day of the month following.
- (b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated. The remittance in (a) must be accompanied by a report in accordance with a UNA dues report template format that has been agreed to by both parties.
- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues structure.
- 5.03 The Employer and Union will equally share the cost in providing 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. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.04 (a) A representative of the Union shall have the right to make a presentation of up to 15 minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation. 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 at least seven (7) days in advance. The Union shall make the Employer aware no less than 48 hours prior to the orientation session, if they are planning to attend and determine a mutually agreeable time in which the presentation can be made.
- 5.05 (a) 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.
- (b) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business or for time in lieu of Union or Local business. Requests for leaves of absence shall be made in writing and the Employer's reply shall be given in writing. Employees should make such requests with at least two weeks' advance notice, if possible, in order to maximize the ability to accommodate the request.
- (c) For members of the United Nurses of Alberta Negotiating Committee and the Executive Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be unreasonably denied. However, the overall operations, ability to backfill the requested days off, and ensuring staffing levels are not impacting resident and staff safety will all be taken into consideration prior to the request being approved. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (d) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.05(b) and (c) 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.

ARTICLE 6: NO DISCRIMINATION

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

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

7.01 *Regular Hours of Work*

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
 - (i) 7.75 consecutive hours per day; and
 - (ii) 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of 7.75 hours; or
 - (ii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and
 - (iii) exclude an unpaid meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) hours. Where possible, such meal period shall not be scheduled to occur in the first or the last hour of the Shift, except by mutual agreement between the Employer and the Employee.
- (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) Employees recalled to duty during their meal periods or rest periods or unable to take a rest period or meal period, shall be given a full meal period or rest period later in their Shift, or, where that is not possible, be paid 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 therefor at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in

the Shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 *Shift Schedules*

- (a) Employees, in the course of their regular duties, may be required to work on various Shifts throughout the 24 hour period of the day and the seven (7) days of the week. The first Shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.
- (b) “Days of Rest” for a Full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions.
- (c) The Shift patterns which may be available are:
 - (i) Days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation);
 - (ii) Permanent days;
 - (iii) Permanent evenings; and
 - (iv) Permanent nights.
- (d) Day duty means Shifts where the majority of the regularly scheduled Shift falls between 0700 hours and 1500 hours. Evening duty means Shifts where the majority of the regularly scheduled Shift falls between 1500 hours and 2300. Night duty means Shifts where the majority of the regularly scheduled Shift falls between 2300 hours and 0700.
- (e) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least 15 hours off duty between Shifts;
 - (ii) four (4) days of rest in a 14 day pay period, of which two (2) days must be consecutive;
 - (iii) days of rest on alternating weekends. “Weekend” means a Saturday and the following Sunday assuring a minimum of 56 hours off duty provided not more than one (1) hour is worked on the Sunday; and
 - (iv) not more than six (6) consecutive scheduled days of work.
- (f) Violation of any provision of Article 7.02(g) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8: Overtime for all regular hours worked during the period of violation.

7.03 *Schedule Posting*

- (a) Shift schedules shall be posted no less than 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 a Regular Full-time Employee's scheduled days off, the Employee shall be paid at the overtime rate in accordance with Article 8: Overtime for all hours worked on what would otherwise have been the Employee's off-duty days, unless seven (7) days notice of such change has been given. The Employee shall be notified of the change in the schedule 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 *Reporting Pay*

In the event that an Employee reports for work as scheduled and prior to the commencement of the Shift, is requested by the Employer to leave and

- (i) report for a later Shift, the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's Basic Rate of Pay,
- (ii) fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.
- (iii) No Employee shall receive payment for Article 7.06(i) and Article 7.06(ii) concurrently

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee:
- (i) All hours in excess of 7.75 hours per day or as-specified in Article 37: Extended Work Day.
 - (ii) All hours in excess of 77.5 hours in a two (2) week pay period.
 - (iii) When a Regular Full-time Employee is called to work on their scheduled day off.
- (b) The Employer shall designate an individual in the Facility 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 (a) The overtime rate of 1.5X the applicable Basic Rate of Pay shall be paid for authorized overtime worked. When an Employee is authorized and works a double Shift totaling 15.50 hours or more, all hours worked in excess of 7.75) hours shall be paid at the rate of ~~two times~~ (2x) the Basic Rate of Pay.
- (b) Effective the pay period that includes April 1, 2023, the overtime rate of 1.5X) the applicable Basic Rate of Pay shall be paid for the first four hours of authorized overtime worked, thereafter the overtime rate of 2X the applicable Basic Rate of Pay shall be paid. When an Employee is authorized and works a double Shift totaling 15.5 hours or more, all hours worked in excess of 7.75) hours shall be paid at the rate of 2X the Basic Rate of Pay.
- (c) Effective the pay period that includes March 31, 2024, the overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.
- 8.04 The Employer shall endeavour to minimize the use of mandatory overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 8.06 (a) Where Employees work overtime immediately following their Shift Employees 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 in the event the Employee will not be reporting for duty at the scheduled time of their next Shift in order to observe their rest period between Shifts.

ARTICLE 9: COMMITTEE PARTICIPATION

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

ARTICLE 10: TRANSPORTATION

- 10.01 An Employee who normally travels from the Facility 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 Facility to the Employee's place of residence.

ARTICLE 11: PROBATIONARY PERIOD

- 11.01 A new Employee shall serve a probationary period of 503.75 hours worked. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.
- 11.02 Subject to Article 11.01, the Employer shall provide an evaluation of each probationary Employee at least once prior to the completion of 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 period of probation may be reduced or extended at the discretion of the Employer. If the probationary period is to be extended, the Employee and the Union shall be advised prior to the expiration of the probation period. The Employer shall not exercise this discretion unreasonably.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first 23.25 hours shall be under guidance or supervision.

ARTICLE 12: SENIORITY

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service in the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include service with any Employer with a bargaining relationship with UNA, provided that the Collective Agreement with that Employer contains a reciprocal clause and provided there was no break in the Employee's service for longer than six (6) months.
- 12.02 Seniority shall determine:
- (a) selection by Regular Employees of newly created master Shift schedules ("lines") of the same full-time equivalency, subject to Article 7: Hours of Work and Scheduling Provisions, the selection to occur within the unit; and
- (b) promotion and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers & Vacancies;
- (c) layoff and recall subject to the provisions specified in Article 15: Layoff and Recall; and
- (d) approval of vacation times subject to the provisions specified in Article 17: Vacations With Pay.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee's employment ceases with the Employer;
- (b) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work; or
- (c) if, subject to the provisions of Article 15: Layoff and Recall, an Employee does not return to work on recall.
- 12.04 *Seniority Lists*
- (a) The Employer shall provide to the Union on a monthly basis, an Employee Listing in an electronic file in accordance with the UNA Report Template. There shall be one file per Bargaining Unit, and one row per Employee. Any changes to the Template Report must be mutually agreed. The seniority list and the dues report will be aggregated into a single report.

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

(i) application of Article 12.03;

(ii) transfer to an excluded position; or

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

(d) Where two (2) or more Employees have the same seniority date, seniority hours of work with the Employer will be used as required.

12.05 In the case of an Employee, engaged for regular or temporary employment entering the bargaining unit from an excluded position and when employment in the excluded position was contiguous with a previous period of employment within the bargaining unit (casual, temporary or regular), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit. 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 this Employer or 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, or sick leave accrual subject to Article 19: Sick Leave.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

13.01 (a) The Employer shall provide each Employee a performance evaluation a minimum of every two (2) years.

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

(c) An Employee who has not received an evaluation in the last 12 months may request one. Such request shall be granted in a timely manner.

- 13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor or designate in an excluded management position.
- (b) Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the evaluation, the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination at the Employee's request within 48 hours following the completion of the evaluation meeting. 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 14 days of the evaluation 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 five (5) working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view their personnel file upon request at the Employer's Corporate Office and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in their personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.
- 13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

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

- (d) A notice of vacancy shall specify the date and time of the posting, the qualifications, the range of pay rates, line number, the department or area in the facility, the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position. For temporary positions, the notice of vacancy shall also indicate the expected term.

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

- 14.03 Employees will be given ~~twenty-four~~ (24) hours to accept or decline an offer for a new position.
- 14.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience, and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience, and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Casual Employee who has been in the scope of the bargaining unit the longest.
- 14.05 All applicants for the transfer, promotion and/or vacancy shall be informed in writing of the name of the successful applicant within ten (10) calendar days of the appointment. The name of the successful applicant will be posted on the Union Board at the site within ten (10) calendar days of the appointment.
- 14.06 At the time of hire, or transfer, or change of category in accordance with Article 30.01, 30.02 or 30.03, all Employees shall receive a letter which shall include the following:
- (a) category (Regular, Temporary or Casual);
 - (b) classification;
 - (c) number of hours per Shift and Shifts per Shift cycle;
 - (d) date of hire and transfer (if applicable); and
 - (e) increment level.
- 14.07 In instances where a Regular Employee accepts a regular or temporary managerial position which is outside the scope of this bargaining unit the resultant vacancy shall be posted as a temporary position not to exceed 18 months. During this period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.
- 14.08 A request to transfer to Casual Status shall not be unreasonably denied.

ARTICLE 15: LAYOFF AND RECALL

15.01 *Notice*

The Employer and the Union shall meet prior to a planned reduction in the workforce or a notification of position elimination. The purpose of this meeting is to inform the Union of the extent of the planned reduction or position elimination and discuss how the reduction or position elimination will take place, review the current seniority list, and discuss other relevant factors. Unless otherwise agreed between the Employer and

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

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off -21 calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the 21 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, 21 calendar days notice is not required but three (3) weeks pay in lieu thereof shall be paid to affected Employees as per their regular scheduled days and hours of work.

- 15.02
- (a) Subject to the provisions of Article 15.02(b), layoff shall occur in reverse order of seniority.
 - (b) Notwithstanding the provisions of Article 15.02(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 15.02(a) would result in retaining Employees who do not have the ability to perform the work.

15.03 *Displacement*

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

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within ten (10) consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.03(a) shall within ~~forty-eight~~ (48) hours,

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

- (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.
- (c) Where an Employee with less than ~~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 which is vacant and for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.

15.04 *Recalls*

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee has the ability to perform the work. Such recall shall apply only to work periods of longer than ~~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 has the ability to perform the work before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter sent either by mail or courier to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) calendar days following the date of the telephone call or the date the letter was registered.
- (d) An Employee who fails to signify intention to return to work or fails to return to work per the following, shall forfeit any claim to re-employment:

- (ii) failure to signify intention to return to work within three (3) days of the receipt of the notice of recall; or
- (ii) failure to return to work within five (5) days of such signification, except when an Employee is required to give up two(2) week' notice to another Employer

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

15.06 *Benefits*

- (a) The Employer shall make payment for the Employer portion of the premium costs for the benefits referred to in Article 21.01 on behalf of a laid off Employee until the end of the calendar month in which the effective date of the layoff occurs.
- (b) Effective the first full calendar month after the effective date of the layoff, Employees laid off may, with the assistance of or through the Employer, make prior arrangements for payment of the full cost of the premiums of the benefits referred to in Article 21.01.

15.06 *Application of Collective Agreement*

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 14: Promotions, Transfers & Vacancies.
- (b) Where an Employee works while on layoff in accordance with Article 15.04(b), the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.01(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.01 after the Employee has advised the Employer of their readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and Arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

ARTICLE 16: TEMPORARY ASSIGNMENT PAY

16.01 *Charge Pay*

- (a) When an Employee under this Agreement is assigned the responsibility of overseeing the Facility for a specific period of time, they shall be paid an additional 2.00 per hour worked.
- (b) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.

ARTICLE 17: VACATIONS WITH PAY

17.01 *Definitions*

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the 12 month period commencing on the first day of June in each calendar year and concluding on the last day of May of the following calendar year;
- (c) “service” means the total paid hours by an Employee while employed by the Employer. Effective June 1, 2023, “service” means completed years of continuous employment with the Employer.

17.02 *Vacation Entitlement*

Each Regular Full-time and Regular Part-time Employee covered by this Agreement shall receive the following vacation with pay on the basis of service, with 2015 paid hours being equivalent to one year. Effective June 1, 2023, each Regular Full-time and Regular Part-time Employee covered by this Agreement shall receive the following vacation with pay on the basis of service. Eligibility for an increase in vacation entitlement shall be completed during the last pay period in May of each year, with any adjustments made on the first pay period in June. During each year of continuous employment, an Employee shall earn entitlement to a vacation with pay to be taken as accrued, following the successful completion of their probationary period:

- (a) Regular Full-time Employees earn the following vacation entitlement:
 - (i) Effective the date of hire, an Employee earns vacation with pay at a rate of 15 working days per year;
 - (ii) An Employee who has more than 10,075 hours of service (start of the 6th year) at the start of the vacation year earns vacation with pay at a rate

of 20 working days per year. Effective June 1, 2023, an Employee who has more than five (5) years of service at the start of the vacation year earns vacation with pay at a rate of 20 working days per year;

- (iii) An Employee who has more than 24,180 hours of service (start of the 13th year) at the start of the vacation year earns vacation with pay at the rate of 25 working days per year. Effective June 1, 2023, an Employee who has more than 12 years of service at the start of the vacation year earns vacation with pay at the rate of 25 working days per year;
- (iv) An Employee who has more than 30,226 hours of service (start of the 16th year) at the start of the vacation year earns vacation with pay at a rate of 30 working days per year. Effective June 1, 2023, an Employee who has more than 15 years of service at the start of the vacation year earns vacation with pay at a rate of 30 working days per year.

Regular Part-time Employees earn a pro-rated amount of the vacation entitlement outlined above based on their full time equivalency (FTE).

- (b) Vacation shall not accrue during:
 - (i) Any period of unpaid sick leave; or
 - (ii) Layoff; or
 - (iii) Leave of absence without pay; or
 - (iv) An absence while in receipt of Workers' Compensation Benefits.
- (c) Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with the same Employer, such Employee shall accrue vacation entitlement as though the Employee's employment had been continuous. 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 by January 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees for each unit, 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 15th of that year. Where an Employee submits their vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority relative to other Employees in the unit or site (whichever are applicable) shall be the deciding factor.
 - (ii) Notwithstanding 17.03(b)(i): to promote work-life balance and provide as many staff as possible the opportunity to request vacation during the high-volume vacation periods, the maximum amount of vacation time that may be approved between July 1st and August 31st will be two (2) calendar weeks. Vacation between December 20th and January 5th will be granted on the basis of rotating schedule from year to year based on the unit that the Employee is scheduled to work.
 - (iii) 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 will be permitted to carry forward a maximum of six (6) weeks of unused vacation to the next vacation year. Hours in excess of six (6) weeks of vacation at the end of the vacation year will be paid out to the Employee on the first pay period of June each year. An Employee may request a payout of vacation in a lump sum payment provided they have been granted the minimum required vacation in compliance with the Alberta *Employment Standards Code*.
- (d) Notwithstanding Article 17.03(a), a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the Employee has successfully completed their probationary period;
 - (ii) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (iii) such vacation can be taken at a mutually agreeable time.
- (e) No Employee shall have 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 vacation cancelled by the Employer shall be paid 2X their Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation. Employees making travel arrangements prior to having received the written vacation approval from the Employer do so at their own risk. Should a vacation request be denied after travel arrangements have been made, the costs are the Employee's full responsibility.

17.04 *Vacation Pay on Termination*

- (a) If an Employee is terminated, resigns, or transitions from regular status to casual status, the Employee shall receive their unused vacation pay.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee 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. The Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least 28 calendar days notice of resignation or who is dismissed, all monies due shall be paid on the final pay period following their last day of employment.

ARTICLE 18: NAMED HOLIDAYS

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

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

Effective April 1, 2023 - National Day for Truth and Reconciliation

and any day proclaimed to be a holiday by:

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

- (b) Part-time Employees receive a day off with pay for the Named Holidays in Article 18.01(a), with the pay pro-rated based on the hours worked during the two (2) pay periods immediately preceding the pay period in which the Named Holiday occurs. The pro-rated entitlement is in comparison to the full-time hours of work in the previous two (2) pay periods, not to exceed 7.75 hours for the day.

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

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

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

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

(b) Effective March 31, 2024, an Employee obliged to work on Christmas Day shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay plus:

- (i) an alternate day off at a mutually agreed time; 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) or (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.

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

- (i) for all overtime hours on a Named Holiday ~~two times~~ (2X) their Basic Rate of Pay;
- (ii) for hours worked in excess of 7.75 hours shall be paid at 2.5X their Basic Rate of Pay when working a double Shift totaling 15.5 hours or more.
- (ii) Effective April 1, 2023, for all overtime hours on a Named Holiday 2X their Basic Rate of Pay for the first four (4) hours and 2.5X for all hours thereafter.
- (iii) Effective March 31, 2024, for all overtime hours on a Named Holiday 2.5X their Basic Rate of Pay.
- (iv) Effective March 31, 2024, for all overtime hours worked on Christmas Day 3X their Basic Rate of Pay.

18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.

18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.

18.06 If requested in writing to the Employer, an Employee shall be so scheduled as to provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these four (4) Named Holidays shall be either Christmas or New Year's Day.

ARTICLE 19: SICK LEAVE

19.01 (a) Sick leave is provided by the Employer when an Employee is unable to attend work due to an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

(b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.

19.02 A Full-time Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 11.625 hours or each full month of employment up to a maximum credit of 930 hours. Part-time Employees earn a pro-rated amount of the sick leave based on their full-time equivalency (FTE).

A Regular Employee will be eligible to commence accessing their sick leave credits upon successful completion of their probationary period. A Temporary Employee will

be eligible to commence accessing their sick leave credits upon successful completion of six (6) months of continuous service as a Temporary Employee.

- 19.03 An Employee granted sick leave shall be paid for the period of such leave at their current Basic Rate of Pay and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of the Regular 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 or non-occupational accident when circumstances make it reasonable to do so. Effective April 1, 2023, where the Employee must pay a fee for such proof, up to \$50 shall be reimbursed by the Employer. Where an Employee has been placed on the Employer's Attendance Awareness Program and if they do not suffer from a disability that requires increased utilization of sick leave, the Employer may not pay the \$50 for such proof.
- 19.05 When an Employee has accrued the maximum sick leave credits of 930 hours, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 19.06
- (a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay.
 - (b) Sick leave shall be granted if an Employee becomes ill during their vacation period as stated in Article 19.06(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
 - (c) Notwithstanding the provision of Article 19.06(a), should an Employee be admitted to a hospital as an "in-patient" during the course of their approved vacation, the Employee shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery, provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- 19.07
- (a) Employees who have been receiving Long-Term Disability benefits and who are able to return to work and who are:
 - (i) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the Employee's disability;
 - (ii) incapable of performing the duties of their former position, but are capable of performing the duties of their former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to

return to work and the Employer shall then place the Employee in an existing position for which the Employee is capable of performing the work entailed.

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

(b) An Employee who does qualify for Long-Term Disability benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 18 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) 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. If their position is no longer available the Employer and Union will agree to an alternate suitable placement.

19.08 Upon request of an Employee the Employer shall advise an Employee of their accrued sick leave credits.

19.09 Sick leave credits shall not accrue during:

(a) any period of sick leave (paid or unpaid); or

(b) a layoff; or

(c) a leave of absence without pay.

19.10 (a) The right to sick leave shall cease upon notice of termination, retirement or resignation of employment. Employees are not eligible to receive a cash payout of accumulated sick leave credits upon termination, retirement or resignation of employment.

(b) (i) Where a Regular Employee 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 position or temporary position, such Employee shall have their frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.

19.11 If an Employee requires time off for the purpose of attending a medical appointment, provided they have been given prior authorization by the Employer and provided efforts to complete a Shift exchange prior to making the request were made, the

Employee shall have the absence charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

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

ARTICLE 20: WORKERS' COMPENSATION

- 20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board (WCB).
- 20.02 An Employee receiving compensation benefits under Article 20.01 shall be deemed on Workers' Compensation leave and shall:
- (a) continue to participate in Intercare's Group Benefit Plan and will be responsible for the Employee cost of premiums throughout the duration of the leave; and
 - (b) not be entitled to Named Holidays with pay falling within the period of the Workers' Compensation leave.

ARTICLE 21: EMPLOYEE BENEFITS

- 21.01 (a) The Employer shall provide the following benefits plans for Regular and Temporary Employees, subject to the enrolment requirements and other terms and conditions of the insurer:
- (i) Group Life Insurance
 - (ii) Accident and Serious Illness
 - (iii) Extended Health Care / Vision Care
 - (iv) Dental Care
 - (v) Employee Assistance Program
- (b) Effective January 1, 2023, the Employer shall provide the Long-Term Disability benefits plans for Regular Employees, subject to the enrolment requirements and other terms and conditions of the insurer.
- 21.02 Where the benefits specified in Article 21.01 are provided through administrative or insurance contracts obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

- 21.03 The premium costs shall be shared by the Employer and by the Employee as follows:
- (a) for eligible Regular Full-time and eligible Temporary Full-time Employees:
 - (i) Group Life Insurance: 75% Employer, 25% Employee
 - (ii) Accident and Serious Illness: 75% Employer, 25% Employee
 - (iii) Extended Health Care / Vision Care: 70% Employer, 30% Employee
 - (iv) Dental Care: 66.6% Employer, 33.4% Employee
 - (v) Employee Assistance Program: 100% Employer
 - (vi) Long-Term Disability (Regular Employees only): 100% Employee
 - (b) for eligible Regular Part Time and eligible Temporary Part Time Employees:
 - (i) Group Life Insurance: 56.25% Employer, 43.75% Employee
 - (ii) Accident and Serious Illness: 56.25% Employer, 43.75% Employee
 - (iii) Extended Health Care: 52.25% Employer, 47.75% Employee
 - (iv) Dental Care: 50% Employer, 50% Employee
 - (v) Employee Assistance Program: 100% Employer
 - (vi) Long-Term Disability (Regular Employees only): 100% Employee
- 21.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 21.05 (a) The Employer shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) The Employer shall advise the United Nurses of Alberta of all premium rate changes.
- 21.06 Such coverage shall be provided to Regular and Temporary Employees after satisfying their probationary period as outlined in Article 11.01(a) except for:
- (a) a Part-time Employee whose hours of work are fewer than ~~fifteen point five~~ (15.50) hours per week averaged over one (1) complete Cycle of the Shift Schedule; and
 - (b) a Temporary Employee who has worked less than three (3) months in their temporary position;

All qualifying Employees are required to enroll in the benefit plans. The Extended Health Care and Dental Care benefits may be waived by the Employee with proof of alternate coverage.

ARTICLE 22: LEAVES OF ABSENCE

22.01 *General Policies Governing Leaves of Absence*

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 21: Employee Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union or Local business, in the case of a leave of absence, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (f) 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. Except in the cases of emergency, a leave of absence will not be approved between July 1st – August 31st and December 1st – January 15th. The Employer will not reasonably deny such requests; however, the Employer may require documentation supporting the nature of the emergency. An Employee may be required to utilize accrued vacation before commencing an unpaid leave of absence; however, an Employee will not be required to change previously approved scheduled vacation. If a request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.

22.02 *Bereavement Leave*

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or

fiancé(e), niece, nephew, aunt, uncle. Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family). For the first three (3) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off without pay to attend the funeral services.

22.03 *Court Appearance*

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of the Employee's employment with the Employer, the Employee shall:
 - (i) suffer no loss of regular earnings for the scheduled Shift(s) so missed;
 - (i) any monies received for such service is repaid by the Employee to the Employer within 30 calendar days.
 - (i) the Employee must present proof of service and shall notify the Employer immediately upon receipt of notification that the Employee has been subpoenaed by the Crown.
- (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.

22.04 *Statutory Unpaid Leaves*

- (a) The Employer shall apply all statutory unpaid leave provisions as outlined under the Alberta *Employment Standards Code* in effect the date of ratification. For ease of reference, the current statutory leaves include:

Leave Type	Leave Duration
Maternity	Up to 16 weeks
Parental	Up to 62 weeks
Compassionate care	Up to 27 weeks

Critical illness of a child	Up to 36 weeks
Critical illness of an adult	Up to 16 weeks
Disappearance of a child	Up to 52 weeks
Death of a child as a result of a crime	Up to 104 weeks
Reservist	Up to 20 days per year for annual training and as long as needed to accommodate international or domestic deployment
Citizenship ceremony	Half day once per lifetime
Personal and family responsibility	Up to 5 days per year
Domestic violence	Up to 10 days per year

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

- (b) Maternity leave shall be without pay and benefits, except for the portion of **maternity leave** during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave benefits. During this health-related portion of maternity leave:
 - (i) benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness;
 - (ii) vacation accrual and time counted towards achieving another increment shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (c) Critical illness of a child leave shall be without pay but Employees granted leave shall be entitled to maintain the normal cost share of benefit premiums for the duration of the leave.

22.05 *Educational Leave*

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

22.06 *Personal Leave*

- (a) Effective March 31, 2024, each Regular Employee shall be entitled to one (1) **personal leave day** each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. While the use of personal leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, personal leave days are not intended for the purposes of extending time off from work. Requests for personal leave shall not be unreasonably denied.

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 giving rise to the written warning. An Employer request to the Union to extend the ten (10) day timeline will not be unreasonably denied. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.02 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. Any suspension must take place immediately following notice of suspension. The 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. An Employer request to the Union to extend the ten (10) day timeline will not be unreasonably denied. When the action involves a suspension the notice shall specify the time period of the suspension.
- 23.03
 - (a) An Employee who has been subject to disciplinary action may after ~~eighteen~~ (18) months 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. An Employee who has been subject to disciplinary action for reasons related to resident mistreatment may 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. The time periods in this clause will be extended in the event of absences of more than 30 consecutive days. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period. The Employer shall confirm in writing to the Employee that such action has been effected.
 - (b) Once a disciplinary record is eligible for removal per Article 23.03(a), the Employer shall not rely on, nor refer to such discipline in responding to new misconduct or performance issues.

- 23.04 The procedures stated in this Article do not prevent immediate suspension or dismissal for just cause.
- 23.05 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 23.06 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.
- 23.07 Employees 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.
- 23.08 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.09 28 calendar days notice, in writing, shall be given by the Employee who resigns.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

- 25.01 Basic hourly salary scales and increments as set out in the 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.
- 25.02 Upon becoming registered by the College of Registered Nurses of Alberta (CRNA), a Temporary Permit Holder (TPH):
- (a) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB) established by CARNA in accordance with the *Health Professions Act* (HPA), or one who has satisfied the College of Registered Nurses of Alberta that the Employee has completed a training program substantially equivalent to a NEPAB-approved nursing education program shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration

- examination or the Employee's most recent date of employment, whichever is later; and

- (b) in all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions Act and Regulations*, and who subsequently qualifies to have their name entered into the register of Registered Nurses, shall be paid the rate applicable to a Registered Nurse.

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

- 25.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question.
- 25.04 The Employer agrees that wages shall be paid bi-weekly by direct deposit into the Employee's account at a major banking institution of the Employee's choice.
- 25.05 The Employee's bi-weekly electronic payroll statement shall display the purpose and amount of each item of income. The Employee's payroll statement shall display the purpose and amount of each deduction.
- 25.06 An Employee may request and shall be given information related to sick leave, vacation, overtime accumulation and days in lieu of Named Holidays. The Employer will provide this information within five (5) working days, excluding weekends and Named Holidays.

ARTICLE 26: EDUCATIONAL ALLOWANCES

- 26.01 (a) Effective the first full pay period following April 1, 2023, for the purpose of establishing an Employee's Basic Rate of Pay. The Employer will recognize degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice offered by *bona fide* Canadian post-secondary educational institutions or equivalent.

<i>Course</i>	<i>Hourly Allowance</i>
Baccalaureate Degree	\$1.25

- 26.02 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

- 27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.
 - (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
 - (c) If a Registered Nurse has completed a nursing refresher course within the past 12 months, the Employer will recognize experience that is more than five (5) years old.
- 27.02 Additional time worked and not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.
- 27.03 The Employer will only accept portability letters/hours provided by the Employee within the first three (3) calendar months from date of hire. Effective the Employer's receipt of the Employee's portability hours the Employee's wage rate will be adjusted accordingly, with no retroactive wages provided. A written request by an Employee for an extension to the three (3) calendar months shall not be unreasonably denied by the Employer.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 *Shift Differential*

- (a) A Shift differential of \$2.75 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or
 - (ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one (1) hour is worked between 1500 hours and 2300 hours.
 - (iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.
 - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.
- (b) A Shift differential of \$4.00 per hour shall be paid:
 - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or

- (ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours.
- (iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to 0700 hours.

Effective the start of the first pay period six (6) months following the date of ratification, the Shift differential increases to \$4.50) per hour.

Effective the start of the first pay period 12 months following the date of ratification, the Shift differential increases to \$4.50 per hour.

Effective the start of the first pay period 18 months following the date of ratification, the Shift differential increases to \$5.00 per hour.

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

28.02 *Weekend Premium*

A weekend premium of \$2.75 per hour shall be paid to Employees working a Shift where the majority of such Shift falls within the period commencing at 2300 hours on Friday and ending at 0700 hours on Monday.

Effective the start of the first pay period six (6) months following the date of ratification, the weekend premium increases to \$3.00 per hour.

Effective the start of the first pay period 18 months following the date of ratification, the weekend premium increases to \$3.25 per hour.

- 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 (a) The Employer agrees to offer an Employer administered Registered Retirement Savings Plan (RRSP) to Regular Employees. Employee participation is voluntary; however, the decision to participate can only be made at the time of initial eligibility and annually on January 1st of each year. A Regular Part-time Employee must work at least 15.50 hours per week averaged over one (1) complete Cycle of the Shift Schedule to be eligible for the RRSP.
- (b) Upon completion of probation, all eligible Employees who decide to participate will contribute the following:

Years of Enrollment in RRSP	Contribution Level
503.75 hours – 5 years	Up to 2.75% of Gross Earnings
6 – 10 years	Up to 3.50% of Gross Earnings
Over 10 years	Up to 3.50% of Gross Earnings

One (1) year equals two thousand fifteen (2015) hours.

The Employer will match the percentage contributed above by the participating Employee.

- (c) Employees shall have the option to make additional RRSP contributions in the Employer program through payroll deductions up to the individual Employee's allotted government limit. It is understood these contributions shall not be matched by the Employer.

29.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan prior to eligibility for the above Plan and when there are changes to the Plan.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

30.01 *Part-time Employees*

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

- (a) *Hours of Work*

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 7.75 hours per day and in any event, shall be less than 38.75 hours per week averaged over one (1) complete Cycle of the Shift Schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) At time of hire or transfer, the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours

of work for each Part-time Employee. Such hours and Shifts shall not be altered except by mutual agreement between the Employer and the Employee or by the operation of the provisions of this Collective Agreement.

- (iv) A Part-time Employee may work Shifts in addition to those specified in Article 30.01.
- (v) Where a Part-time Employee volunteers or agrees, when requested, 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 7.75 hours in a day and at the overtime rate outlined in Article 8.02.
- (vi) Where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so, or in excess of 77.50 hours in the two (2) week pay period,, the Employee shall be paid at the overtime rate outlined in Article 8.02.

(b) *Shift Schedules*

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

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

- (i) at least 15 hours off duty between Shifts;
- (ii) four (4) days of rest in a ~~fourteen~~-(14) day pay period, of which two (2) days must be consecutive;
- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur alternate weekends. "Weekend" means a Saturday and the following Sunday, assuring a minimum of 56 hours off duty, provided not more than one (1) hour is worked on the Sunday. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be

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

- (ii) Violation of any provision of Article 30.01(b)(i), with the exception of a Part-Time Employee agreeing to work during their scheduled days and/or weekend off from work shall result in payment to each affected Employee at the overtime rate outlined in Article 8.02 for all regular hours worked during the period of violation.

30.02 *Temporary Employees*

- (a) A Temporary Employee shall be covered by the terms of this collective agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall, Article 21.01(b): Long-Term Disability, and Article 29: Retirement Plan.
- (b) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for the position. Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of their employment pursuant to Article 30.02(b).

30.03 *Casual Employees*

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

- Article 7: Hours of Work - 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: Leaves of Absence, and
- Article 29: Retirement Plan (a) *Hours of Work*

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or

less, advance notice of scheduling shall not exceed seven (7) calendar days.

- (ii) Where a Casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
- (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.03(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work shall apply.
- (iv) (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid four (4) hours pay at the Employee's Basic Rate of Pay.

(B) If fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the 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.
- (v) A Casual Employee shall be entitled to overtime worked in excess of 77.50 hours averaged over a two (2) week period.

(c) *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) 4% of their regular earning during the first 4 consecutive years of employment; and
 - (ii) 6% of their regular earnings after 5 consecutive years of employment and each year after that.
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(d) *Named Holidays*

Amend Article 18: Named Holidays to read:

- 18.01 (a) A Casual Employee required to work on a Named Holiday shall be paid at 1.5X the Employee's Basic Rate of Pay for work performed.
- (b) Casual Employees shall receive Named Holiday pay on a proportionate basis, up to a maximum of 7.75 hours according to time worked provided:
- (i) they work the scheduled Shift immediately prior to and following the holiday, and
 - (ii) they have worked at least five (5) out of the previous nine (9) corresponding days to the holiday, prior to the actual holiday day [i.e., if the Named Holiday falls on a Friday, then they must have worked at least five (5) of the previous nine (9) Fridays] in accordance with the *Employment Standards Code*.

The pro-rated entitlement shall be calculated based on the hours worked during the two (2) pay periods immediately preceding the pay period in which the Named Holiday occurs, as compared to full-time hours of work in the two (2) previous pay periods. The pro-rated entitlement is in comparison to the full-time hours of work in the previous two (2) pay periods, not to exceed 7.75 hours for the day.

- (e) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
- (f) In the event a Casual Employee is required to serve as a witness in matters arising out of their employment, the Employee shall be granted leave of absence at their regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

- 31.01 Following the signing of the Collective Agreement, each Employee affected shall be provided with access to the Collective Agreement.
- 31.02 The Employer shall provide access to the Collective Agreement to each new Employee upon hiring.

ARTICLE 32: DISPUTE RESOLUTION PROCESS

32.01 *Purpose*

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

32.02 *Communication*

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article shall be sufficient if sent by registered mail or delivered electronically to the President or Secretary of the Union except where an alternate person is specified in advance by the Union in writing.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered electronically to the Assistant Vice-President, Administration and Corporate Services or their designate.

32.03 *Definition of Time Periods*

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.
- (b) Time limits may be extended by mutual agreement in writing. All time limits in this Article are directory and intended to enable timely resolution of disputes.

32.04 *Meetings*

- (a) An Employee shall have the right to be accompanied by a Union representative at any meeting described in this Article.
- (b) For purposes of this Article, meetings can be held face-to-face, via telephone or videoconference. Efforts to meet in-person will be made by both parties to the greatest extent possible.
- (c) Meetings at any stage of the dispute resolution process may be held during the normal working day with no loss of pay for a participating Employee.

32.05 *Informal Problem-Solving Stage*

- (a) Except for concerns subject to Article 32.08 and 32.09, an Employee who has a concern regarding the application, interpretation or operation of this Collective Agreement shall first discuss the matter with their immediate supervisor when they become aware of, or reasonably should have become aware of, the occurrence.
- (b) Every effort shall be made by both parties to resolve the problem at this stage. 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.

32.06 *Grievance Resolution*

- (a) Within ten (10) days of the date the Employee or the Union first became aware of, or reasonably should have become aware of, the occurrence, a grievance may be forwarded in writing by the Union to the Employer's Director of Human Resources or designate. The grievance shall specify the details of the dispute, the name(s) of the affected Employee(s), the Articles of the Collective Agreement affected and the desired resolution.
- (b) The Assistant Vice-President, Administration and Corporate Services or designate shall meet with the Union and the Employee within 20 days of receipt of the grievance.
- (c) The Assistant Vice-President, Administration and Corporate Services or designate shall render a decision ~~in~~ within seven (7) days of the meeting being held.

32.07 *Arbitration*

- (a) Within 30 days of the grievance resolution decision, a grievance may be forwarded in writing by the Union to arbitration.

- (b) Within ten (10) days after receipt of notification provided for in (a), the parties shall attempt to agree upon an arbitrator. If the parties fail to agree upon an arbitrator within ten (10) days, the arbitrator shall be appointed by the Director of Mediation Services for the Province of Alberta.
- (c) The arbitrator shall hear and determine the difference and shall issue an award in writing. The decision shall be final and binding upon the parties and upon the Employee(s) affected by it.
- (d) Each of the parties to the Agreement shall bear the fees and expenses of their witnesses, and the fees and expenses of the Chair shall be shared equally between the parties.
- (e) As an alternative to a single arbitrator, the Employer and the Union may, by mutual agreement, employ the use of an Arbitration Board to settle the matter in dispute. The fees and expenses of the Chair of the Arbitration Board shall be shared equally between the parties and each party shall bear the fees and expenses of their own nominee.

32.08 *Policy Grievances*

If a dispute directly affects two (2) or more Employees, it may be initiated at the grievance resolution step within 20 days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

The Employer may submit a grievance to the President or Secretary of the Union within 20 days of the date the Employer became aware of, or reasonably should have become aware of, the occurrence. The Union shall respond in writing within five (5) days after receiving the grievance. Failing resolution, the grievance may be advanced to arbitration.

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

If a dispute relates to a written warning, suspension or dismissal, it may be initiated at the grievance resolution within ten (10) days of the occurrence.

32.140 *Mediation*

- (a) Following attempts to resolve the dispute, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.
 - (i) The mediator shall, within ten (10) calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.

- (iii) The purpose of the mediator's involvement in the grievance process to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
 - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- (b) The timelines specified at each step of the grievance and arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
 - (c) The expenses of the mediator shall be borne equally by both parties.

ARTICLE 33: JOB DESCRIPTION

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

ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY

34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.

- 34.02
- (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Union and may include others representing other bargaining units. This Committee shall meet on a regular basis, in addition, shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.
 - (b) Minutes of each meeting shall be taken and a copy shall be provided by the Employer to the Union and other bargaining groups, referred to in (a). The

Committee will review the status of action items from previous meetings at the start of each meeting.

- (c) The purpose of the Committee is to consider such matters as occupational health and safety and the Union may make recommendations to the Employer in that regard.
- (d) If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded to the Committee in writing.
- (e) The parties will provide available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).

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

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

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

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

ARTICLE 35: PROFESSIONAL FEES

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

- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at their applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

- (i) Cardio-Pulmonary Resuscitation where required by the Employer;

- (ii) Fire (hands-on experience with equipment except where not required by the Facility established written fire procedures);
- (iii) Evacuation and disaster procedures; and
- (iv) Proper lifting and transferring and prevention of injuries.

35.02 *Professional Development*

Upon request, each Employee shall be granted at least one (1) professional development day annually, at the Basic Rate of Pay. A professional development day is an approved absence from a scheduled Shift for the purpose of professional development. The Employer may grant a professional development on a day without a scheduled Shift, provided that the granting of such a day does not result in overtime.

An Employee shall be advised, prior to taking a professional development day of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

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

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

- 35.03 (a) Effective April 1, 2022, the Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) \$100 for their dues if they have accumulated 750 or more regular hours actually worked in the previous fiscal year.

Effective April 1, 2023, the Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) \$150 for their dues if they have accumulated 750 or more regular hours actually worked in the previous fiscal year.

Effective April 1, 2024, the Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) \$200 for their dues if they have accumulated 750 or more regular hours actually worked in the previous fiscal year.

- (b) Regular hours actually worked in clause (a) includes:
- (i) Leaves of absence for Union or Local business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;

- (iv) Absences while receiving Workers' Compensation; and
 - (v) Educational leave up to 24 months.
 - (vi) Statutory unpaid leaves.
- (c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with the College of Registered Nurses of Alberta.

ARTICLE 36: LABOUR MANAGEMENT COMMITTEE

- 36.01 A Labour Management Committee shall be established with at least two (2) Employees elected by the Union and equal number representatives of the Employer. The Committee shall meet on an ongoing basis to discuss the ability of Employees to provide the highest standard of care and service to residents.
- 36.02 The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issue(s).
- 36.03 Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A meeting between the Local and the CEO, or designate(s), shall take place within one (1) month of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Local within 14 calendar days of the meeting. The Committee shall discuss unresolved issues with the applicable senior leader before the matter is referred to the Chief Executive Officer.
- 36.02 An Employee attending Committee meetings shall be paid the Basic Rate of Pay for such attendance.

ARTICLE 37: EXTENDED WORK DAY

- 37.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Employees working an Extended Work Day schedule. Upon request by either party, the Employer and the Union agree to meet to discuss alternate extended work day options.
- 37.02 *Hours of Work*
- Amend Article 7.02(a) to read:
- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- (i) 7.75 consecutive hours per day or ten (10) consecutive hours per day; and
- (ii) 77.5 hours in a two (2) week pay period averaged over one (1) complete Cycle of the Shift Schedule.

Amend Article 7.02(b) to read:

- (b) Regular hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of 7.75 hours or ten (10) hours;
 - (ii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and
 - (iii) exclude an unpaid meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) hours. Where possible, such meal period shall not be scheduled to occur in the first or the last hour of the Shift, except by mutual agreement between the Employer and the Employee.

Amend Article 7.02(e) to read:

- (e) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
 - (i) at least:
 - (A) 15 hours off duty on a Shift change between regular Shifts; or
 - (B) 13.5 hours off duty on a Shift change between a regular Shift and an extended Shift, or vice versa;
 - (ii) four (4) days of rest in a fourteen (14) day pay period, of which two (2) days must be consecutive;
 - (iii) days of rest on alternating weekends. “Weekend” means a Saturday and the following Sunday assuring a minimum of 56 hours off duty provided not more than one (1) hour is worked on the Sunday; and
 - (iv) not more than four (4) consecutive scheduled days of work.

37.03 *Overtime*

Amend Article 8.01(a) to read:

- (a) Overtime is all time authorized by the Employer and worked by an Employee:
 - (i) All hours in excess of the Employee's regular scheduled Shift of either 7.75 hours per day or ten (10) hours per day.
 - (ii) All hours in excess of 77.5 hours in a two week pay period.
 - (iii) When a Regular Full-time Employee is called to work on their scheduled day off.

LETTER OF UNDERSTANDING

BETWEEN

**INTERCARE CORPORATE GROUP INC – CHINOOK CARE CENTRE
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

AND

**THE UNITED NURSES OF ALBERTA, LOCAL #425
(HEREINAFTER REFERRED TO AS THE “UNION”)**

RE: FIRST COLLECTIVE AGREEMENT IMPLEMENTATION

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

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

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

SALARY APPENDIX

Registered Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Date of Ratification	\$37.97	\$39.43	\$40.89	\$42.35	\$43.83	\$45.27	\$46.74	\$48.12	\$49.83
September 1, 2022	\$38.44	\$39.92	\$41.40	\$42.88	\$44.38	\$45.84	\$47.32	\$48.72	\$50.45
April 1, 2023	\$39.21	\$40.72	\$42.23	\$43.74	\$45.27	\$46.76	\$48.27	\$49.69	\$51.46

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

 ON BEHALF OF INTERCARE CORPORATE
 GROUP INC. CHINOOK CARE CENTRE

 ON BEHALF OF UNITED NURSES OF ALBERTA

