

## LETTER OF UNDERSTANDING

Between

**NEWPORT HARBOUR CARE CENTRE PARTNERSHIP  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

AND

**THE UNITED NURSES OF ALBERTA, LOCAL #429  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: FIRST COLLECTIVE AGREEMENT IMPLEMENTATION - NEWPORT HARBOUR CARE  
CENTRE PARTNERSHIP, LOCAL #429**

### 1. APPLICATION

Except as provided below, all terms and conditions of the Hardisty Nursing Home Inc. (Hardisty Care Centre Partnership), Devonshire Care Centre Partnership, Benevolence Care Centre Ltd., and River Ridge Seniors Village Partnership and the United Nurses of Alberta (UNA) Locals 234 & 402 Collective Agreement, expiring June 30, 2024 (*“the Collective Agreement”*) shall apply to Newport Harbour Care Centre Partnership, Local 429 effective on the Date of Ratification of this Letter of Understanding (LOU) and Local Conditions #1 (Appendix A): Applicable to Newport Harbour Care Centre Partnership and United Nurses of Alberta, Local 429, unless otherwise stated.

### 2. DATE OF RATIFICATION

In this LOU, the term “Date of Ratification” shall mean the date the parties ratify this LOU. The Date of Ratification will be the date upon which the terms and conditions of the Collective Agreement apply.

### 3. ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT

As per the Date of Ratification amend Article 1: Term of the Collective Agreement to amend: “1.03 This Collective Agreement applies to the following bargaining units: River Ridge Seniors Village Partnership Local #402 (certificate No. C-140-2018), Hardisty Care Centre Partnership Local #234 (certificate No. C-59-2009), Devonshire Care Centre Partnership **Local #234** (certificate No. C-121-2011), and Benevolence Care Centre Ltd. Local #234 (certificate No. C-178-2018) and **Newport Harbour Care Centre Partnership Local #429 (certificate No. C-2289-2024)**. The Employer and the Union agree and

acknowledge that either party, by serving Notice to Bargain accordingly may elect to negotiate any one or any combination of these bargaining units separate and apart from the others.”

**4. ARTICLE 2: DEFINITIONS**

Article 2.05 – Amend to add: “**Newport Harbour Care Centre Partnership.**”

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

A. The provisions of Article 5.08 are applicable to Employees as of the Date of Ratification on a go forward bases.

B. Dues deduction shall commence on the Date of Ratification.

**6. ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS**

A. See Local Conditions #1 (Appendix A): Applicable to Newport Harbour Care Centre Partnership and United Nurses of Alberta, Local 429. The annual hour base of 2022.75 hours will remain after the Date of Ratification.

B. The Parties agree that within 30 calendar days following the Date of Ratification, the Employer shall post a Shift schedule that is contract compliant with the provisions outlined in Article 7: Hours of Work and Scheduling Provisions. Once the contract compliant rotation is posted, time periods identified in Article 7.03(a) apply. A shorter time period may be mutually agreed in writing between the Employer and the Union as per Article 7.03(b).

**7. ARTICLE 9: ON-CALL DUTY/CALL BACK**

All of the provisions of Article 9: On-Call Duty/Call Back shall apply as of the Date of Ratification.

**8. ARTICLE 11: PROBATIONARY PERIOD**

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

**9. ARTICLE 12: SENIORITY**

A. The provisions of Article 12: Seniority shall commence as of the Date of Ratification.

B. For Newport Harbour Care Centre Partnership Employees as of the Date of Ratification their Seniority Date shall remain the same for all operational purposes under the Collective Agreement. However, if those Employees

transfer to another Employer with a bargaining relationship with UNA, provided that the Collective Agreement with that Employer contains a reciprocal clause, only service as a bargaining unit Employee will apply to their Seniority Date at the new Employer.

**10. ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES**

- A. Within 60 days of the Date of Ratification, each Employee shall receive a letter from the Employer which will include.
- (a) all the items listed under Article 14.10;
  - (b) increment anniversary date, hours toward the next increment and Basic Rate of Pay (inclusive of Educational Allowances and Long Service Pay Adjustment);
  - (c) seniority date;
  - (d) vacation anniversary date; and
  - (e) vacation and sick leave entitlement level (banks).
- B. For the purposes of 10.A(a) through 10.A(e) above, and provided the Employee has not previously provided the Employer proof of portability, each Employee shall have 30 consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement the Employee shall the right to grieve in accordance with the Collective Agreement.

**11. ARTICLE 16: CHARGE PAY**

Charge pay pursuant to Article 16: Charge Pay shall apply as of the Date of Ratification.

**12. ARTICLE 17: VACATION WITH PAY**

- A. Employees shall continue to have their continuous service date with the Employer since their date of hire with the Employer recognized for the purpose of establishing entitlement for annual vacation. Employee's vacation entitlement date will remain and not change as of the Date of Ratification.
- B. Vacation accrual and entitlements pursuant to Article 17: Vacation With Pay shall commence on the Date of Ratification.

- C. Any unused vacation accumulated prior to the Date of Ratification shall be maintained. Approved vacation prior to the Date of Ratification shall be upheld.
- D. Where, on the Date of Ratification, an Employee is earning vacation entitlement that exceeds that to which they would be entitled under the Collective Agreement, such Employee will maintain their current vacation earning rate until it is matched by the applicable entitlement earning rate under the Collective Agreement.
- E. Supplementary Vacation

For purposes of implementing supplementary vacation, an eligible Employee who has achieved 25 or more years of continuous service as of the Date of Ratification shall receive a one-time additional five (5) working days of supplementary vacation with pay in accordance with Article 17: Vacation With Pay of the Collective Agreement as though they are achieving their twenty fifth vacation employment anniversary date. During subsequent vacation years, only actual achievement of a thirtieth (30<sup>th</sup>), or thirty-fifth (35<sup>th</sup>) vacation employment anniversary date will result in further supplementary vacation entitlement.

### **13. EMPLOYEES ABSENT DUE TO ILLNESS, WCB, STD, LTD, OR LEAVE OF ABSENCE**

Employees who are absent due to sick leave, Workers Compensation, Short Term Disability, Long Term Disability or approved Leave of Absence shall continue under the Management and Out of Scope Terms and Conditions of Employment until such time as they return to work from such absence. Effective the date of return to work, the terms and conditions of the Collective Agreement and the transition provisions of this Letter of Understanding shall apply.

### **14. ARTICLE 19: SICK LEAVE**

- A. Any unused sick leave credits accumulated prior to the Date of Ratification shall be maintained and carried over.
- B. Sick leave accumulation pursuant to Article 19: Sick Leave shall commence as of the Date of Ratification.
- C. Employees who are receiving sick leave pay and/or disability benefits (STD/LTD) as of the Date of Ratification will continue to be compensated in accordance with the Management and Out of Scope sick leave provisions/disability plans until their return to work.

**15. ARTICLE 21: PREPAID HEALTH BENEFITS**

The provisions of Article 21: Prepaid Health Benefits shall commence as of the Date of Ratification.

**16. ARTICLE 25: SALARIES**

- A. As of the Date of Ratification, the Employee's Basic Rate of Pay will be determined as follows:
- (a) An Employee's hourly Basic Rate of Pay on the Main Salary Appendix will be determined by including the 2.25% wage increase (for the period of October 1, 2024 to September 31, 2025) to the Employees current rate of pay. The Employee shall then be placed on the step of the Salary Appendix of the Collective Agreement that is the closest match to the Employees current rate of pay, however placement on the Salary Appendix step shall not result in a decrease.
  - (b) Full-time Employees who receive an increase to their hourly Basic Rate of Pay effective the Date of Ratification shall have their increment anniversary date for future increases as the Date of Ratification.
  - (c) Part-time and Casual Employees who receive an increase to their hourly Basic Rate of Pay effective the Date of Ratification shall earn hours towards their next increment commencing on the Date of Ratification.
  - (d) For Part-time and Casual Employees whose Basic Rate of Pay does not change as a result of being placed on the Salary Appendix in the Collective Agreement on the Date of Ratification, all hours worked towards next increment prior to the Date of Ratification shall be maintained.
  - (e) Where, on the Date of Ratification, an Employee's hourly Basic Rate of Pay is above the highest rate/step in the Salary Appendix in the Collective Agreement, such Employee will maintain their current hourly Basic Rate of Pay until such time that it meets the Salary Appendix under the Collective Agreement.
  - (f) The wage increase of 2.25% retroactive to October 1, 2024 shall be provided to Newport Harbour Care Centre Partnership Registered Nurses prior to the Date of Ratification of this Letter of Understanding and shall be in place before placement on the Salary Appendix in the Collective Agreement.
  - (g) The Parties still reserve the right to bargaining any applicable retroactive payments in the next round of Collective Bargaining for the Collective Agreement (expiry June 30, 2024). However, only

retroactive payments achieved over 2.25% for the period of October 1, 2024 to September 31, 2025 (as identified in 16A(a) above) shall be paid to Newport Harbour Care Centre Partnership Employees. Outside of the identified time period above, all other applicable retroactive payments achieved in bargaining shall apply to Newport Harbour Care Centre Partnership Employees.

- (h) There shall not be any retroactive pay or other monetary benefit that precedes the Date of Ratification of this LOU.

**17. ARTICLE 26: EDUCATIONAL ALLOWANCES**

All Educational Allowances pursuant to Article 26: Educational Allowances shall commence as of the Date of Ratification.

**18. ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM**

Shift Differential And Weekend Premium pursuant to Article 28: Shift Differential And Weekend Premium shall commence as of the Date of Ratification.

**19. ARTICLE 29: PENSION PLAN**

- A. Employees shall cease having funds placed into the Group RRSP by the Out Of Scope Retirement Savings – Group RRSP Plan on the Date of Ratification. Funds that were placed into a Group RRSP prior to the Date of Ratification will remain in those accounts and shall be administered in accordance with the applicable plan design.
- B. Pension Plan pursuant to Article 29: Pension Plan shall commence on the Date of Ratification. All Employee and Employer participation and contributions to a Group RRSP prior to the Date of Ratification will be maintained.

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

- A. See Local Conditions #1 (Appendix A): Applicable to Newport Harbour Care Centre Partnership and United Nurses of Alberta, Local 429. The annual hour base of 2022.75 hours will remain after the Date of Ratification.

**21. ARTICLE 35: IN-SERVICE PROGRAMS**

- A. Article 35: In-Service Programs shall commence as of the Date of Ratification.
- B. Each Employee shall be granted three (3) professional development days **effective 30 calendar days following** the ~~upon~~ Date of Ratification of this LOU. As per Article 35.02 such hours not used in each fiscal year shall not be carried forward into subsequent years.

**22. ARTICLE 36: PROFESSIONAL RESPONSIBILITY**

Article 36: Professional Responsibility shall commence as of the Date of Ratification.

**23. LETTERS OF UNDERSTANDING (LOU)**

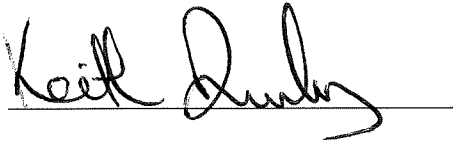
A. All identified LOU's listed below apply effective the Date of Ratification unless otherwise stated.

(a) #1 RE: Severance.

(b) #3 RE: Retention of Experienced Employees.

(c) #4 RE: National Day For Truth And Reconciliation - will be recognized on a go forward basis.

ON BEHALF OF THE EMPLOYER



DATE: 8 April 2025

ON BEHALF OF THE UNION



DATE: April 8, 2025