

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE SALVATION ARMY AGAPÉ HOSPICE**

**AND**

**THE UNITED NURSES OF ALBERTA  
LOCAL #232**

**FOR THE PERIOD**

**April 1, 2019 – March 31, 2022**

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**COLLECTIVE AGREEMENT MADE THIS 15TH DAY OF AUGUST 2019**

**BETWEEN**

**THE SALVATION ARMY AGAPE HOSPICE  
(HEREINAFTER REFERRED TO AS THE 'EMPLOYER')**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #232  
(HEREINAFTER REFERRED TO AS THE 'UNION')**

**PREAMBLE**

The parties agree that the primary purpose of the Employer is to provide hospice palliative care to individuals living with a terminal illness.

Recognizing that The Salvation Army Agapé Hospice is a Ministry Unit operated and governed by the tenets of The Governing Council of the Salvation Army in Canada, which is a faith-based organization, it is the intent of the parties to:

- (i) Ensure the provision of excellent, individualized physical, psychosocial, emotional and spiritual care;
- (ii) Protect the interests of terminally ill individuals, their families, the Community, Employees and the Employer;
- (iii) Maintain harmonious relations between the Employer and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

Since the parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment, following are the conditions of the Collective Agreement:

**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 Governing Council of The Salvation Army in Canada exchange notice of ratification by their principals of the terms of this Collective Agreement up to and including March 31, 2022 and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.

- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been concluded or until the right to strike or lockout commences.
- 1.03 An Employee whose employment terminated prior to the date of ratification of this Collective Agreement is eligible to receive retroactively any increase(s) in wages they would have received but for the termination of employment, upon submission of a written application to the Employer within ninety (90) calendar days of the date of ratification of the Collective Agreement.

## **ARTICLE 2: DEFINITIONS**

- 2.01 “Arbitration” shall take meaning from the section of the *Labour Relations Code* dealing with the resolution of a difference.
- 2.02 (a) “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix exclusive of all other allowances and premium payments.
- (b) For Registered Nurses: “Basic Rate of Pay” is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.
- 2.03 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one 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;
- (ii) “Part-time Employee” is one who is hired to work for scheduled Shifts, whose hours of work are less than those of a Full-time Employee.
- (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 twelve (12) months; or
  - (ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.04 “Employer” shall mean The Governing Council of The Salvation Army in Canada and such representation as may, from time to time, be appointed or designated by the Employer to carry out the administrative duties in respect of operations and management of The Salvation Army Agapé Hospice.
- 2.05 “Shift” means a daily tour of duty of not less than three (3) consecutive hours exclusive of overtime hours.
- 2.06 “Union” shall mean the United Nurses of Alberta Local 232 which is party to this Agreement.
- 2.07 The singular shall mean the plural and vice versa as applicable.
- 2.08 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.09 “Cycle of the Shift Schedule” means the period of time when the Shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term “Cycle of the Shift Schedule” shall be understood to mean a period of time not exceeding twelve (12) weeks.

### **ARTICLE 3: RECOGNITION**

- 3.01 The Employer agrees to recognize the Union as the duly elected or appointed representatives of the Union and the exclusive bargaining agent for the Employees covered by this Collective Agreement.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

- 3.04 Persons whose jobs are not in the bargaining unit shall not work on a job included in the bargaining unit, except for the purposes of instruction, in an emergency, or when Regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the regular hours of work or pay of any Regular Employee. For the purposes of this clause, “persons” shall mean all individuals employed by the Employer who are not included in the bargaining unit.
- 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 and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
  - (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.
- 4.02 The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

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

- 5.01 (a) The Employer shall deduct the membership dues and Local levies as set by the Union and Local from each Employee’s Gross Earnings, exclusive of disability benefits, on a bi-weekly basis.



Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the amounts of Union dues deducted and Gross Earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.

- (b) The Employer shall provide to the Union on a monthly basis, either as part of the report in Article 5.01 (a) or separately, listings of Employees specifying the following:
  - (i) Name of Employee;
  - (ii) Classification;
  - (iii) Category (Regular, Temporary, Casual); including Employees on recall;
  - (iv) Full-time equivalency;
  - (v) For Regular and Temporary Employees, their seniority date, for Casual Employees, their date of hire within the bargaining unit;
  - (vi) Address;
  - (vii) Basic Rate of Pay;
  - (viii) Long-term absence status (where applicable). Long-term absences shall mean any absence exceeding six (6) months in duration.
- (c) Where possible, an electronic copy of the listing(s) specified in Article 5.01(a) and (b) above, shall be supplied to the Union, upon request.
- (d) Unless an electronic copy of the listing(s) specified in Article 5.01(a) and (b) above is supplied, a separate listing of all Casual Employees including the name of the Employee and date of hire shall be provided together with the listing provided in Article 5.01(b).

5.02 The Union shall advise the Employer, in writing, thirty (30) days in advance of the establishment of, or change in, membership dues structure.

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

- 5.04 The Employer shall provide access to a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. In addition and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 (a) A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local as well as 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. The Union Representative shall not lose regular earnings for their attendance, when scheduled to work.
- (b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavor to provide the Union President or designate the number of new Employees expected at orientation.
- 5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.
- (b) All such leaves shall be without pay.
- (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. Such members shall provide the Employer with such request in writing with as much advance notice as possible.

#### **ARTICLE 6: NO DISCRIMINATION**

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

## ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

### 7.01 Hours of Work - 7.5 Hour Shifts:

The following hours of work apply to the *Secretary/Receptionist* classification.

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods are:
  - (i) seven point five (7.5) consecutive hours per day;
  - (ii) thirty-seven point five (37.5) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (b) Regular hours of work for Part-time Employees, exclusive of meal periods are:
  - (i) up to seven point five (7.5) consecutive hours per day;
  - (ii) less than thirty-seven point five (37.5) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (c) Regular hours of work shall:
  - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working Shift of seven point five (7.5) hours; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working Shift of seven point five (7.5) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half Shift of not less than four (4) hours; and
  - (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working Shift on which the Employee works in excess of four (4) hours. Employee requests for meal periods of more than thirty (30) minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied.
- (d) *Shift Schedules - 7.5 Hour Shifts*
  - (i) Scheduled hours of work shall fall between 0700 and 2100 hours except in extraordinary circumstances.
  - (ii) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
    - (1) at least sixteen (16) hours off duty between scheduled Shifts;

- (2) at least two (2) consecutive days of rest;
- (3) days of rest on one-half (1/2) of the weekends averaged over one (1) Complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of sixty-two (62) hours off duty.
- (4) not more than six (6) consecutive scheduled days of work.

#### 7.02 **Hours of Work – 8 Hour Shifts:**

The following hours of work apply to the *Maintenance* classification.

- (i) Regular hours of work for Full-time Employees, exclusive of meal periods are:
  - (1) eight (8) consecutive hours per day;
  - (2) forty (40) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (ii) Regular hours of work for Part-time Employees, exclusive of meal periods are:
  - (1) up to eight (8) consecutive hours per day;
  - (2) less than forty (40) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (iii) Regular hours of work shall:
  - (1) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working Shift of eight (8) hours; or
  - (2) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working Shift of eight (8) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
  - (3) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half Shift of not less than four (4) hours; and

- (4) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working Shift on which the Employee works in excess of four (4) hours. Employee requests for meal periods of more than thirty (30) minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied.

(iv) *Shift Schedules*

- (1) Employees, in the course of their regular duties, may be required to work various Shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week.
- (2) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
  - (A) at least sixteen (16) hours off duty between scheduled Shifts;
  - (B) at least two (2) consecutive days of rest;
  - (C) days of rest on one-half (1/2) of the weekends averaged over one (1) Complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of sixty-two (62) hours off duty.
  - (D) not more than six (6) consecutive scheduled days of work.

7.03 **Hours of Work - 9.5 Hour Shifts:**

The following hours of work apply to the *Dietary Aide* and *Unit Clerk* Classifications.

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods are:
  - (i) up to nine point five (9.5) consecutive hours per day;
  - (ii) up to thirty-eight (38) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (b) Regular hours of work for Part-time Employees, exclusive of meal periods are:
  - (i) up to nine point five (9.5) consecutive hours per day;

- (ii) less than thirty-eight (38) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (c) Regular hours of work shall:
- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working Shift of nine point five (9.5) hours; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working Shift of nine point five (9.5) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half Shift of not less than four (4) hours; and
  - (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working Shift on which the Employee works in excess of four (4) hours. Employee requests for meal periods of more than thirty (30) minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied.
- (d) *Shift Schedules - 9.5 Hour Shifts*
- (i) Scheduled hours of work shall fall between 0600 and 2200.
  - (ii) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
    - (1) at least fourteen (14) hours off duty between scheduled Shifts;
    - (2) at least two (2) consecutive days of rest;
    - (3) days of rest on one-half (1/2) of the weekends averaged over one (1) Complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of sixty-two (62) hours off duty.
    - (4) not more than four (4) consecutive scheduled days of work.

7.04 **Hours of Work – 11.08 Hour Shifts:**

The following hours of work apply to *Resident Attendant, Registered Nurse, Graduate Nurse and Undergraduate Nurse Classifications*:

(a) *Hours of Work: 11.08 hour Shifts*

- (i) Regular hours of work for Full-time Employees, exclusive of meal periods are:
  - (1) Eleven point zero eight (11.08) consecutive hours per day;
  - (2) thirty-six point zero one (36.01) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (ii) Regular hours of work for Part-time Employees, exclusive of meal periods are:
  - (1) up to eleven point zero eight (11.08) consecutive hours per day;
  - (2) less than thirty-six point zero one (36.01) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (iii) Regular hours of work shall:
  - (1) include, as scheduled by the Employer, three (3) rest periods of fifteen (15) minutes during each full working Shift of eleven point zero eight (11.08) hours; or
  - (2) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half Shift of not less than four (4) hours; and
  - (3) exclude two (2) meal periods of thirty (30) minutes to be scheduled by the Employer during each eleven point zero eight (11.08) hour working Shift; or
  - (4) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working Shift on which the Employee works in excess of four (4) hours.
  - (5) Employee requests for meal periods of more than thirty (30) minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied.
- (iv) Shift Schedules - 11.08 Hour Shifts
  - (1) Employees, in the course of their regular duties, may be required to work on various Shifts throughout the twenty- four (24) hour period of the day and the seven (7) days of the week.
  - (2) The Shift pattern shall be a days and nights rotation, subject to Articles 7.04(a)(iv)(4) and 7.04(a)(iv)(5).

- (3) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
- (A) at least twenty-four (24) hours off duty between a Shift changeover (i.e. days to nights or nights to days);
  - (B) at least two (2) consecutive days of rest per week;
  - (C) days of rest on one-half (1/2) of the weekends averaged over one (1) Complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of sixty (60) hours off duty;
  - (D) not more than four (4) consecutive scheduled days of work, for Employees working eleven point zero eight (11.08) hour Shifts;
  - (E) not more than six (6) consecutive scheduled days of work for Part-time Employees working Shifts of seven point seven five (7.75) hours or less.
- (4) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld. The Employer may require Employees permanently working evenings, nights or both to work blocks of day Shifts for the purpose of maintaining proficiency, awareness of Employer culture and quality of resident care. This is limited to two (2) blocks per year totaling not more than fourteen (14) calendar days, unless the Employer and the Union mutually agree otherwise.
- (5) An application by an Employee for a permanent evening or permanent night vacancy posted under Article 14.01 shall be considered a request by an Employee in accordance with Article 7.04 (a)(iv)(4).

**7.05 Hours of Work - 7.58 Hour Shifts:**

Alternate 7.58 Hour Schedule for *Registered Nurse, Resident Attendant, Graduate Nurse and Undergraduate Nurse* Classifications:



A survey (by secret ballot conducted jointly by the Union and the Employer) of Regular Employees of the affected classifications subject to the hours of work and scheduling provisions of Article 7.03 may be requested by either party no more than once in any calendar year. The survey shall be conducted within two (2) months of the request. In the event that the survey shows that eighty percent (80%) or greater of affected, Regular Employees in the affected classifications are in favour of changing the regular hours of work, then, subject to Article 7.08, hours of work and scheduling for the affected classifications shall be amended to those described in Article 7.04 as follows and such amendment shall not constitute a layoff:

(Note: The same process would be used to move from Article 7.05 (7.58 hour shifts) to Article 7.04 (11.08 hour shifts))

(a) *7.58 Hour Shifts*

The following hours of work apply to the ***Resident Attendant*** Classification.

- (i) Regular hours of work for Full-time Employees, exclusive of meal periods are:
  - (1) seven point five-eight (7.58) consecutive hours per day;
  - (2) thirty-seven point nine (37.9) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (ii) Regular hours of work for Part-time Employees, exclusive of meal periods are:
  - (1) up to seven point five eight (7.58) consecutive hours per day;
  - (2) less than thirty-seven point nine (37.9) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (iii) Regular hours of work shall:
  - (1) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working Shift of seven point five eight (7.58) hours; or
  - (2) include, as scheduled by the Employer, one (1) rest period of thirty (30) minutes during each full working Shift of seven point five eight (7.58) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or

- (3) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half Shift of not less than four (4) hours; and
- (4) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working Shift on which the Employee works in excess of four (4) hours.
- (5) Employee requests for meal periods of more than thirty (30) minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied.

(iv) *Shift Schedules - 7.58 Hour Shifts*

- (1) Employees, in the course of their regular duties, may be required to work on various Shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week.
- (2) The Shift patterns which may be available are:
  - (A) days;
  - (B) days/evenings; or
  - (C) days/nights.

Where Employees are working Shift patterns in Article 7.05(a)(iv)(2)(c), the Employer shall endeavour to minimize the assignment of different Shift patterns between unscheduled days.

- (3) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
  - (A) at least sixteen (16) hours off duty between Shifts;
  - (B) at least two (2) consecutive days of rest per week;
  - (C) days of rest on one-half (1/2) of the weekends averaged over one (1) Complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty;

- (D) not more than six (6) consecutive scheduled days of work.
- (4) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld. The Employer may require Employees permanently working evenings, nights or both to work blocks of day Shifts for the purpose of maintaining proficiency, awareness of Employer culture and quality of resident care. This is limited to two (2) blocks per year totaling not more than fourteen (14) calendar days, unless the Employer and the Union mutually agree otherwise.
- (5) An application by an Employee for a permanent evening or permanent night vacancy posted under Article 14.01 shall be considered a request by an Employee in accordance with Article 7.04 (a)(iv)(4).

#### 7.06 **Hours of Work 10.5 Hour Shifts:**

The following hours of work apply to the *Cook and Food Services Coordinator* classifications.

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods are:
  - (i) up to ten point five (10.5) consecutive hours per day;
  - (ii) up to thirty-six point seven five (36.75) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (b) Regular hours of work for Part-time Employees, exclusive of meal periods are:
  - (i) up to ten point five (10.5) consecutive hours per day;
  - (ii) less than thirty-six point seven five (36.75) hours per week averaged over one (1) Complete Cycle of the Shift Schedule.
- (c) Regular hours of work shall:
  - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working Shift of ten point five (10.5) hours; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half Shift of not less than four (4) hours; and
  - (iii) exclude one (1) meal period of thirty (30) minutes to be scheduled by the Employer during each ten point five (10.5) hour working Shift; or

- (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working Shift on which the Employee works in excess of four (4) hours.
  - (v) Employee requests for meal periods of more than thirty (30) minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied.
- (d) *Shift Schedules -10.5 Hour Shifts*
- (i) Scheduled hours of work shall fall between 0600 and 2200.
  - (ii) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
    - (1) at least twelve (12) hours off duty between Shifts;
    - (2) at least two (2) consecutive days of rest per week;
    - (3) days of rest on one-half (1/2) of the weekends averaged over one (1) Complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of sixty (60) hours off duty.
    - (4) not more than four (4) consecutive scheduled days of work.

## 7.07

**General Scheduling Provisions (Applying to Hours of Work and Scheduling described in Article 7.01 to Article 7.06):**

- (a) Although meal periods are excluded in the calculation of regular hours of work, Employees required to be readily available for duty during their meal period shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.
- (b) 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 two times (2X) their Basic Rate of Pay rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid under Article 7.07(a), at two times (2X) their Basic Rate of Pay rather than at straight time; or

- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) their Basic Rate of Pay.
- (c) No Employee shall receive payment under Articles 7.07(a) and 7.07(b) concurrently.
- (d) On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with payment due at the applicable overtime rate. On the proclaimed date when Daylight Saving Time resumes, the one (1) hour reduction in the Shift involved shall be affected with the appropriate deduction in regular earnings.
- (e) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7.
- (f) The Employer, in scheduling Shifts, shall take into consideration an Employee’s request for certain Shift schedules, subject to operational requirements.
- (g) The Employer shall not unreasonably refuse to implement a contractually compliant Shift schedule developed by the Employee(s) and the Union.
- (h) Violation of any of the above scheduling provisions shall result in payment to each affected Employee at two times (2X) the Employee’s Basic Rate of Pay for all regular hours worked during the period of violation.

**7.08 Schedule Posting**

- (a) Shift schedules shall be posted twelve (12) weeks in advance.
- (b) In the event of unusual circumstances, the Employer and the Union may agree in writing on a shorter time period than twelve (12) weeks.
- (c) The Employer shall provide the Union with a copy of each Shift schedule upon request.

**7.09 Schedule Changes**

- (a) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled Shifts. Any Shift changes made by mutual agreement shall not violate the scheduling provisions of this Article and Article 7.09(b) shall not apply. The Employer shall not unreasonably deny an Employee request to amend scheduled Shifts.
- (b) If, in the course of a posted schedule, the Employer changes the Employee’s scheduled days of work or scheduled Shift without giving fourteen (14) days’ notice of the change, the Employee will be paid two times (2X) the Employee’s Basic Rate of Pay for the first changed Shift of the schedule.

### 7.10 **Employee Shift Exchange**

- (a) Employees may exchange Shifts or portions of a Shift among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employees immediate supervisor; and
  - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing.
- (b) Such exchange shall be recorded on the Shift schedule.
- (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
- (d) Shift exchanges shall not be permitted unless the Employees have been provided appropriate orientation.

### 7.11 **Reporting Pay**

In the event that an Employee reports for work as scheduled and is requested by the Employer to leave, or reports to work in an emergency as required by the Employer, or reports to work as directed to attend mandatory training and mandatory meetings:

- (a) the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and their home.
- (b) Notwithstanding Article 7.11(a), 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, or where the Employee has requested to leave work before the scheduled end of the Shift.
- (c) No Employee shall receive payment for Article 7.11(a) and Article 7.11(b) concurrently.

## 7.12 **Hours of Work – Flexible Hours of Work**

The following classifications may work flexible hours of work by agreement between the Employee and the Employer:

Social Worker  
Volunteer Program Coordinator  
Chaplain

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods are thirty-seven point five (37.5) hours per week averaged over a two (2) week period.
- (b) Regular hours of work for Part-time Employees, exclusive of meal periods are less than thirty-seven point five (37.5) hours per week averaged over a two (2) week period.
- (c) Regular hours of work shall:
  - (i) include two (2) rest periods of fifteen (15) minutes during each full working Shift of seven point five (7.5) hours; or
  - (ii) include one (1) rest period of thirty (30) minutes during each full working Shift of seven point five (7.5) hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include one (1) rest period of fifteen (15) minutes during each half Shift of not less than four (4) hours; and
  - (iv) exclude a meal period of thirty (30) minutes during each working Shift on which the Employee works in excess of four (4) hours. Employee requests for meal periods of more than thirty (30) minutes that are compatible with the scheduling of work assignments shall not be unreasonably denied.

### *Scheduling - Flexible Hours of Work*

- (i) Hours of work shall fall between the hours of 0600 and 2200.
- (ii) Provided that the Employee does not exceed their average weekly hours of work over a two (2) week period, Employees may work more than eight (8) hours in a day on some days and less hours on others, or they may move hours from a scheduled day of work to an unscheduled day, provided that they do not exceed twelve (12) hours in a day.

- (iii) An Employee shall schedule regular hours of work for a week subject to the requirements of this Article and subject to the approval of the Employer. Such approval shall not be unreasonably denied.
- (iv) Article 8: Overtime for Full and Part-time Employees shall not apply unless the average weekly hours of work are exceeded over a two (2) week period, or the daily hours of work exceed twelve (12) hours. At the request of the Employee and with the approval of the Employer, Employees may be permitted to bank hours worked in excess of bi-weekly hours up to a maximum of seventy five (75) hours. Banked hours shall be taken within a twelve (12) week period.
- (v) Time off for sick leave, vacation, paid holidays, leaves of absence and in lieu of overtime, shall be calculated in hours. When approved, time off in lieu of overtime will result in an equal number of hours being deducted from the applicable bank as are being taken as time off.
- (vi) Returning for scheduled evening or weekend sessions that fall within the regular duties of the Employee's position, does not constitute a call back as per Article 9.
- (vii) An Employee's approved schedule or regular hours of work shall be posted four (4) weeks in advance of the hours to be worked.
- (viii) Changes to the posted schedule may be made by agreement between the Employer and the Employee concerned.

## **ARTICLE 8: OVERTIME**

- 8.01
- (a) Overtime for Full-time Employees is all time authorized by the Employer and worked by an Employee in excess of the Employee's scheduled daily hours of work or on scheduled days of rest.
  - (b) Overtime for Part-time and Casual Employees is all time authorized by the Employer and worked by an Employee in excess of full-time daily hours of work or hours exceeding the full-time average weekly hours of work over a Shift cycle. For purposes of this Article, full-time daily hours of work and average weekly hours of work shall be in accordance with those hours specified in Article 7 for the Employee's classification.
  - (c) The Employer shall designate an individual 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.



- (d) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.
- 8.02 The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be required or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work.
- 8.04 Rest periods and meal periods shall be in accordance with Article 7.
- 8.05
- (a) The Employer shall endeavour to minimize the use of mandatory overtime.
  - (b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
  - (c) An emergency is a circumstance that calls for immediate action.
  - (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.
- 8.06 Following working a Shift, an Employee who then works in excess of four (4) hours overtime shall be provided with access to a meal and snacks at no cost.
- 8.07
- (a) Where an Employee works overtime immediately following a Shift and there is not a minimum of eight (8) consecutive hours off duty in the 12 (twelve) hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) consecutive hours of rest before commencing the next Shift, without loss of earnings.
  - (b) The Employee in the above situation will advise the Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

#### **ARTICLE 9: ON-CALL/STAND-BY**

- 9.01 Employees in the bargaining unit shall not be required to be on-call (subject to Article 9.02 below).

## 9.02 **Stand-by**

- (a) If a Resident Attendant or Registered Nurse agrees to be on stand-by, they will be paid as follows:
  - (i) \$3.30/hour for any hours on stand-by between Monday 0700 hours and Friday 1900 hours.
  - (ii) \$4.50/hour for any hours on stand-by between Friday 1900 and Monday 0700.
  - (iii) \$4.50/hour for any hours on stand-by for a Named Holiday 0001 hours to 2400 hours.
- (b) No Employee shall receive payment for 9.02(a)(i), 9.02(a)(ii) or 9.02(a)(iii) concurrently.

## **ARTICLE 10: TRANSPORTATION**

- 10.01 An Employee who normally travels from the Hospice 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 Hospice to the Employee's place of residence.
- 10.02 An Employee who normally travels from the Hospice to the Employee's place of residence on foot, following the completion of the Employee's Shift, but who is prevented from doing so by being required to remain on duty longer than the Employee's regular Shift and past the time when it would be reasonably safe to walk alone, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the Hospice to the Employee's place of residence.
- 10.03 When an Employee is assigned duties necessitating the use of the Employee's private automobile, the Employee shall be reimbursed at the rate of fifty point five cents (50.5¢) per kilometer.

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

- 11.01 (a) A new Employee shall serve a probationary period of five hundred (500) hours worked. The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of the probationary period.

- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- (c) By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to an additional five hundred (500) hours worked.

11.02 Subject to Article 11.01, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.

11.03 **Orientation**

- (a) The Employer shall provide a paid orientation period for all new Employees. Such orientation shall include orientation to the site prior to the Employee being scheduled to work independently. A request by an Employee for additional orientation shall not be unreasonably denied.
- (b) An Employee, absent for six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

**ARTICLE 12: SENIORITY**

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

- (b) Continuous service within the bargaining unit shall include:
  - (i) service as a bargaining unit Employee as described in the certificate of the Labour Relations Board and amendments thereto, and
  - (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause provided there was no break in the Employee's service for longer than six (6) months.

12.02 Seniority shall be considered in determining:

- (a) selection by Regular Employees of available Shift schedules subject to the provisions of Article 7;
- (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14;

- (c) layoff and recall subject to the provisions specified in Article 15;
- (d) approval of vacation times.

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

- (a) when an Employee resigns;
- (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work;
- (c) if, subject to the provisions of Article 15, an Employee does not return to work on recall.

12.04 **Seniority Lists**

(a) *Provision of Seniority Lists*

Seniority lists shall be provided by the Employer to the Union:

- (i) within three (3) months of date of signing of this Collective Agreement, and
- (ii) every six (6) months thereafter, and
- (iii) when Employees have been served a notice pursuant to the provisions of Article 15.

(b) *Contents of Seniority Lists*

The seniority list shall contain the name and seniority date of each Regular and Temporary Employee within each category.

(c) *Correction of Seniority Lists*

The Union may question or grieve any inaccuracy within three (3) months of receiving the list.

- (d) Where an Employee claims previous service under Article 12.01(b)(ii) the Union will notify the Employer when they have received the necessary proof of previous service and the Employer will make the changes to the seniority lists as indicated by the Union.

(e) *Seniority Tie-Breaking*

- (i) Where two (2) or more Employees have the same seniority date the Union will conduct a random ordering to produce individual ranking.

An updated list shall be shared with the Employer at least every six (6) months.

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

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

12.06 An Employee who has accrued seniority with this or another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14, the Employee's initial Basic Rate of Pay subject to Article 25, vacation entitlement subject to Article 17, sick leave accrual subject to Article 19 or severance.

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

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

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

13.02 (a) All evaluations shall be in writing and shall be provided by a supervisor in an excluded management position.

- (b) Meetings for the purpose of the evaluation shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign their evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting 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 twenty-four (24) hours in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view the personnel

file on request, on-site and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union 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 the 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 not less than ten (10) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointment shall be made on a temporary or casual basis only.
- (c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.
- (d) All notices of vacancy shall include:
  - (i) a general description of the work,
  - (ii) the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position and the current Shift pattern,
  - (iii) the commencement date, which may be altered by mutual agreement between the Employee and the Employer and salary scale for the position.
  - (iv) For temporary positions, the notice of vacancy shall also indicate the expected term.
- (e) All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.

- (f) When a vacancy cannot be filled by the operation of Article 14.01, the vacancy may be reposted internally, stating that Employees may apply for the whole or any portion of the vacancy. The successful candidate(s) may then add the extra Shifts to their regular rotation provided there is no violation of the scheduling provisions and this addition does not create overtime. The successful candidate(s) will be selected as per Article 14.04.

- 14.02 (a) A vacancy resulting from either:
- (i) the creation of a specific job of limited term exceeding three (3) months' duration; or
  - (ii) a leave of absence granted for a period known to be longer than three (3) months;

shall be posted in accordance with Article 14.01.

- (b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), 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) 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 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made to the Employer in writing.

- 14.04 In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal seniority will be the deciding factor.
- If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee who has been in the scope of the bargaining unit the longest.
- 14.05 The Union and all applicants for the transfer, promotion and/or vacancy shall be informed in writing of the name of the successful applicant within five (5) working days of the appointment.
- 14.06 When an Employee is promoted from one classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which the Employee has been promoted.
- 14.07 (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty (320) hours worked (exclusive of any educational requirements identified by the Employer) in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
- (c) Should either:
- (i) the Employer determine that the Employee fails to succeed during the trial period, or
- (ii) the Employee request reinstatement to their former position,
- the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. In placing an Employee in another suitable position, the Employer will consult with the Employee and the Union.
- (d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 14.01 to 14.05 inclusive.
- (e) A reinstatement or placement of an Employee in accordance with Article 14.07(c) shall not be construed as a violation of the scheduling provisions of Article 7.



(f) A transferred Employee shall receive an appropriate orientation to the new position. The form and duration of the orientation shall be determined in consultation between the Employee and immediate supervisor.

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

14.09 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.

14.10 At time of hire, or transfer, or change of hours in accordance with Article 14.12 (Decreasing or Increasing Regular Hours of Work) or change of category in accordance with Article 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 and expected date or hours required until the next increment subject to the terms and conditions of this Collective Agreement.

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

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

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

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

- (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:

- (i)
  - (1) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
  - (2) Requests for a temporary reduction in regular hours of work shall indicate the period of time that the temporary reduction would apply. The maximum time for such temporary reduction is twelve (12) months.
  - (3) The Employer shall have the right to accept or reject any request for alteration of the Employee's full-time equivalent (FTE) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
- (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
- (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 14.12 equals or exceeds point four two full-time equivalent (.42 FTE), they shall be posted as a vacancy.
- (iv) If the number of hours vacated as a result of Article 14.12 is less than point four two full-time equivalent (.42 FTE) the additional Shifts may be offered to Regular Part-time Employees, in order of seniority, working on the unit, or may be posted as a vacancy.
- (v) A Regular Full-time or Regular Part-time Employee cannot decrease their full-time equivalent (FTE) to less than a point four two full-time equivalent (.42 FTE) pursuant to Article 14.12, unless otherwise agreed between the Employer and the Union.
- (vi) Where the number of Employees making such requests in the fourteen (14) day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated where upon the Employee shall have the ability to amend the request.

- (b) Increasing regular hours of work for Regular Part-time Employees:
- (i) If regular or temporary full-time equivalents (FTE) of less than point four two (.42) become available such hours may be offered, in whole or in part, to Regular Part-time Employees in order of seniority, working on the unit or may be posted for members of the bargaining unit only.
  - (ii) If the number of hours available equals or exceeds point four two full-time equivalent (.42 FTE), these shall be posted in accordance with Article 14.
  - (iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees working on the unit, in accordance with Article 14.12(b)(i) above.
  - (iv) Any unassigned hours following the completion of Article 14.12(b) will not remain subject to the provisions of this Article.
  - (v) A Regular Part-time Employee may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in the schedule without violating the scheduling provisions of the Collective Agreement.
  - (vi) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.12.
  - (vii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
- (c) No Employee may decrease or increase their regular hours of work pursuant to Article 14.12 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
- (d) Any redistribution of hours as a result of the operation of Article 14.12 shall not be considered a violation of the Letter of Understanding Re: Severance.
- (e) Where any request pursuant to Article 14.12 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement, or, if applicable, the temporary period that the amended hours of work shall apply.
- (f) Copies of all requests and responses to requests pursuant to Article 14.12 shall be provided to the Union forthwith.
- (g) An Employee whose regular hours of work are altered through the operation of Article 14.12 shall not be required to serve a trial period.

- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 14.12 shall not be considered a violation of Articles 14, 15 or 30.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14 and 15 in circumstances where a position has become vacant. In such a case(s), the vacancy(s) shall be filled in accordance with Article 14 and 15 of the Collective Agreement and not by transferring an Employee who has made a request under this provision to transfer into the vacancy(s).

14.13 A request to transfer to casual status shall not be unreasonably denied.

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

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

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

#### 15.02 **Notice**

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

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

- (a) Subject to the provisions of Article 15.03(b) and 15.04(a)(iii), layoff shall occur in reverse order of seniority.

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

#### 15.04 **Displacement**

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than twenty-four (24) months of seniority:
  - (i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work; or
  - (ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or
  - (iii) at the Employee's option, accept layoff with the right of recall.
  - (iv) 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, 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 take a vacant position or to displace another Employee pursuant to Article 15.04(a) shall, within seventy-two (72) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one (1) Employee with an equivalent full-time equivalency (FTE), Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
  - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.

- (c) Where an Employee with less than twenty-four (24) months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:
  - (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which the Employee is employed exceeds that of the Employee, or for a period of not less than twelve (12) months.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

#### 15.05 **Recalls**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than fourteen (14) calendar days duration.
- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of fourteen (14) calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.
- (d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.

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

15.07 **Benefits**

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of the laid off Employee for the duration of the layoff to a maximum of one (1) month premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

15.08 **Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7, 9, and/or 14.
- (b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of their readiness to return to work.
- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

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

**ARTICLE 16: RESPONSIBILITY ALLOWANCE, TEMPORARY ASSIGNMENT AND IN CHARGE**

16.01 **In Charge Pay**

- (a) The Employer shall designate an out of scope Manager who is also a Registered Nurse to be in charge of the nursing unit. Where such person is not readily available a Registered Nurse will be designated in charge.
- (b) When an Employee who holds the position of a Registered Nurse is designated in charge of the nursing unit, such Employee shall be paid an additional two dollars (\$2.00) per hour.

- (c) Where there is not an out of scope management person readily available, an Employee who holds the position of Registered Nurse shall be assigned responsibility for the administrative operations of Agapé Hospice in addition to being designated in charge of the nursing unit. An Employee who holds the position of Registered Nurse shall be paid three dollars (\$3.00) per hour in lieu of the premium identified in (b).
- (d) The Employer shall provide 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 the nursing unit and shall be available to each Employee upon request.
- (e) The Employer shall provide an appropriate orientation to the Registered Nurse prior to assigning Charge Nurse and/or administrative responsibly.
- (f) No Employee shall receive payment under (b) and (c) concurrently.

#### 16.02 **Responsibility Allowance**

- (a) An Employee who is assigned additional responsibilities which contribute to the administration of program(s) and which comprise at least twenty-five percent (25%) of the Employee's workload and regularly includes the supervision of and/or coordination of other Employees, shall be paid two dollars (\$2.00) per hour in addition to the Employee's Basic Rate of Pay.
- (b) The Employer reserves the exclusive right to determine the need for and to assign these responsibilities.

#### 16.03 **Temporary Assignment**

Notwithstanding Article 2.03(b)(iii), Regular or Temporary Employees may be assigned to relieve others for additional duties.

- (a) Where an Employee is assigned to temporarily replace another Employee who is receiving a responsibility allowance as per Article 16.02, such Employee shall receive an amount not greater than the amount provided in Article 16.02.
- (b) When an Employee is assigned to replace another Employee in a higher paid classification for one (1) full Shift or longer, the Employee shall be paid an additional amount equal to the differential between the Employee's current rate of pay and the equivalent step for the more senior classification in which the Employee is relieving.
- (c) When an Employee is assigned to replace another person in an out of scope position at a more senior level for one (1) full Shift or longer, the Employee shall be paid an additional two dollars (\$2.00) per hour for each Shift the Employee is assigned the greater responsibility.



#### 16.04 **Preceptor Pay**

- (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
- (b) An Employee assigned by the Employer as a preceptor shall receive an additional sixty-five cents (65¢) per hour.
- (c) “Preceptor” shall mean an Employee who is assigned to supervise, educate and evaluate students.

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

#### 17.01 **Definitions**

For the purpose of this Article:

- (a) “vacation” means annual vacation with pay;
- (b) “vacation year” means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of April in each calendar year and concluding on the last day of March of the following calendar year;
- (c) “date of employment” means:
  - (i) in the case of an Employee whose employment commenced between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) days inclusive of any month, the first (1<sup>st</sup>) day of that calendar month; or
  - (ii) in the case of an Employee whose employment commenced between the sixteenth (16<sup>th</sup>) and last days inclusive of any month, the first (1<sup>st</sup>) day of the following calendar month.

#### 17.02 **Vacation Entitlement**

- (a) Provided that any more favourable or beneficial vacation entitlement which applied to existing Employees in these positions prior to the effective date of the Collective Agreement shall be preserved and continued in effect; then

##### Full-time

- (b) During each year of continuous service in the employ of the Employer, a Full-time Employee shall earn entitlement to a vacation with pay to be taken in the next following year. The rate at which such entitlement is earned shall be governed by the position held by the Employee and Employee’s length of service as follows:

- (i) during the first (1<sup>st</sup>) year of such employment, an Employee earns a vacation with pay at the rate of one hundred and twelve point five (112.5) hours;
- (ii) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns a vacation with pay at the rate of one hundred and fifty (150) hours;
- (iii) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee earns vacation with pay at the rate of one hundred and eighty-seven point five (187.5) hours;
- (iv) during each of the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee earns vacation with pay at the rate of two hundred and twenty-five (225) hours.

(c) *Supplementary Vacation*

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

- (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.
- (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional five (5) work days' vacation with pay.

Part-time

- (d) (i) For Part-time Employees, the following hours will be recognized for the purpose of determining vacation pay or entitlement:

- (1) hours paid at the Basic Rate of Pay, inclusive of periods of sick leave with pay;
  - (2) hours worked and paid in accordance with Article 7.07;
  - (3) hours worked on a Named Holiday, exclusive of overtime hours;
  - (4) regularly scheduled hours during periods where the Employee is in receipt of Short-term Disability benefits;
  - (5) regularly scheduled hours during the first six (6) months of any period where the Employee is receiving Long-term Disability benefits;
  - (6) regularly scheduled hours during the first twenty-four (24) months of any period where the Employee is in receipt of Workers' Compensation benefits.
- (ii) During each year of continuous service in the employ of the Employer, a Part-time Employee shall commence earning entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:

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

Hours specified in Article 17.02(d)	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year
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- (1) six percent (6%) during the first (1<sup>st</sup>) employment years;
- (2) eight percent (8%) during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years;
- (3) ten percent (10%) during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years;
- (4) twelve percent (12%) during each of the twentieth (20<sup>th</sup>) and subsequent employment years.

## (iii) Supplementary Vacation

The supplementary vacations as set out below are to be banked on the outlined supplementary vacation employment anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

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

Hours specified in Article 30.01: (17.02)	X	The applicable % outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period.
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- (1) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall have earned an additional two percent (2%).
- (2) Upon reaching the employment anniversary of thirty (30) years of continuous service, Employees shall have earned an additional two percent (2%).
- (3) Upon reaching the employment anniversary of thirty-five (35) years of continuous service, Employees shall have earned an additional two percent (2%).
- (4) Upon reaching the employment anniversary of forty (40) years of continuous service, Employees shall have earned an additional two percent (2%).
- (5) Upon reaching the employment anniversary of forty-five (45) years of continuous service, Employees shall have earned an additional two percent (2%).

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

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

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 classification who can be granted vacation at the same time. An Employee shall submit their vacation preference for at least seventy-five percent (75%) of their annual vacation entitlement by February 15<sup>th</sup> of that year. Where an Employee submits a vacation preference by February 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by March 31<sup>st</sup> of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
- (ii) When an Employee submits a request in writing after March 31<sup>st</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 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 that the following conditions are met:
  - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
  - (ii) such vacation can be taken at a mutually agreeable time.
- (e) (i) Subject to Article 17.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one unbroken period.
- (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) No Employee shall have their vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has their vacation cancelled by the Employer shall be paid two times (2X) the Employee's Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

17.04 **Vacation Pay on Termination**

- (a) (i) If employment is terminated and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement in each calendar year at the Employee's basic rate; or
- (ii) If employment is terminated prior to completing one (1) full calendar year of employment, the Employee shall receive vacation pay on the basis of four percent (4%) of regular wages for the period of employment.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice under "Discipline, Dismissal and Resignation", Article 23.10, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least twenty-eight (28) calendar days' notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

17.05 **Vacation Accrual:**

There shall be no accrual of vacation pay or time entitlements during:

- (a) layoff; or
- (b) a leave of absence without pay which is in excess of thirty (30) consecutive calendar days; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation Benefits which is in excess of thirty (30) calendar days.

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

**ARTICLE 18: NAMED HOLIDAYS**

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

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

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta; or
  - (ii) The Government of Canada; or
  - (iii) The City of Calgary.
- (b) Part-time and Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to four point eight percent (4.8%) of their regular earnings in lieu of Named Holidays.
- (c) In addition to the foregoing Named Holidays, Full-time Employees who are employed on or before July 1<sup>st</sup> in any year shall be granted an additional holiday as a "Floater" holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 31<sup>st</sup> of that year, the Employee shall receive payment for such day at the Employee's Basic Rate of Pay.

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), a Full-time Employee obliged to work on a Named Holiday shall be paid for all hours worked at one and one-half times (1½X) 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) Notwithstanding Article 18.03(a), a Full-time Employee obliged to work on Christmas Day or New Year's Day shall be paid for all hours worked at two times (2X) the Employee's Basic Rate of Pay plus:
    - (i) an alternate day off at a mutually agreed time;
    - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
    - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
  - (c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a)(i) and (ii) until such time as the Full-time Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
  - (d) In addition to an alternate day off (18.03(a)(i)), a Full-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
    - (i) For all overtime hours worked on a Named Holiday two point five times (2.5X) their Basic Rate of Pay.
    - (ii) For all overtime hours worked on Christmas Day and New Year's Day three times (3X) their Basic Rate of Pay.
  - (e)
    - (i) A Part-time Employee required to work on a Named Holiday shall be paid at one and one half (1½X) the Employee's Basic Rate of Pay for hours worked on the Named Holiday up to the regular daily hours of work specified in Article 7. For all overtime hours worked on a Named Holiday two point five times (2.5X) their Basic Rate of Pay.
    - (ii) Notwithstanding Article 18.02(e)(i), a Part-time Employee who works on Christmas Day or New Year's day shall be paid at two times (2X) the Employee's Basic Rate of Pay for all hours worked up to the regular daily hours of work specified in Article 7. For all overtime hours worked on Christmas Day and New Year's Day three times (3X) their Basic Rate of Pay.
- 18.04 When a Named Holiday falls on a day that would otherwise be a Full-time Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 (a) and (b) above.
- 18.05 When a Named Holiday falls during a Full-time 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 (a), (b) and (c).



- 18.06 (a) An Employee shall be so scheduled as to provide the Employee with days off on at least three (3) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three (3) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26<sup>th</sup>); and
- (ii) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- 18.07 Where a Part-time Employee is not scheduled to work on what would otherwise be a regular work day directly as a result of a Named Holiday, those hours may, at the request of the Employee, be rescheduled by the Employer in the Cycle of the Shift Schedule.

#### **ARTICLE 19: SICK LEAVE**

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act R.S.A. 2000, c. W-15 and Regulations.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 (a) A Full-time Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point two five (11.25) hours for each full month of employment up to a maximum credit of nine hundred (900) hours.
- (b) (i) A Part-time Employee shall accumulate sick leave benefits on the basis of eleven point two five (11.25) hours per month, pro-rated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours of a Full-time Employee of the same classification.
- (ii) For Part-time Employees, sick leave accrual shall be based upon the regularly scheduled hours of work and any additional Shifts worked to a maximum of full-time hours.

- (iii) Sick leave for Part-time Employees shall only be paid for regularly scheduled Shifts missed due to illness or injury.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Employees may be required to submit satisfactory proof to the Employer or its agents of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.
- 19.05 When an Employee has accrued the maximum sick leave credits of nine hundred (900) 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) Sick leave benefits are not payable for any illness or injury coverage by Workers' Compensation or the Canada Pension Plan.
- (b) Sick Leave During Vacation:
- (i) Sick leave shall be granted for the period of sick time falling within a scheduled vacation period, provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation shall be considered as vacation days not taken and may be rescheduled to a later date.
  - (ii) If an Employee becomes ill during the vacation period, sick leave shall be granted only after the expiry of the Employee's vacation, provided the illness continues beyond the scheduled vacation.
  - (iii) Notwithstanding 19.06 (b)(ii), should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled at a mutually agreeable time.
- 19.07 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of the accrued sick leave credits.
- 19.08 Sick leave credits shall not accumulate during periods of illness or injury.

- 19.09 Employees claiming sick leave benefits shall advise the Employer as soon as possible.
- 19.10 (a) An Employee who has been receiving Disability benefits and who is able to return to work and who is:
- (i) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability;
  - (ii) incapable of performing the duties of their former position the Employer shall place the Employee in a position that the Employee is capable of performing or which can be accommodated to match the Employee's capabilities, unless this presents an undue hardship
- (b) An Employee who does not qualify for Long-term Disability (LTD) benefits and who has exhausted 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 eighteen (18) months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months' notice of intent to return to work. The Employer shall then place the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Layoff and Recall provisions of this Collective Agreement.
- (c) 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 and 14.
- 19.11 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment with an Employer who is also party to an agreement with an identical sick leave provision, within six (6) months of the date of termination of employment. Otherwise sick leave credits shall be cancelled and no payment due therefore. The Employee will be provided with a written statement of such entitlement upon termination.

## **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 be paid in accordance with legislative requirements.
- 20.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of their former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability.
- (b) incapable of performing the duties of their former position the Employer shall place the Employee in a position that the Employee is capable of performing or which can be accommodated to match the Employee's capabilities, unless this presents an undue hardship.
- (c) incapable of performing the duties of their former classification, shall be entitled to benefits that the Employee is eligible for under Sick Leave or Long-term Disability, in accordance with Articles 19 or 21.
- (d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.

20.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7 and 14.

20.04 If reinstating an Employee in accordance with this Article and it involves a gradual return to work, a modified return to work, or an alternate placement, then the Employer will consult with the Employee and Union.

#### **ARTICLE 21: PREPAID HEALTH BENEFITS**

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

- (a) Alberta Health Care Insurance Plan
- (b) The Health Benefit Trust of Alberta, or equivalent, inclusive of:
  - (i) Group Life Insurance (Basic) at two times (2x) annual earnings.
  - (ii) Accidental Death & Dismemberment (Basic).
  - (iii) Short-term Disability (income replacement for a period up to one hundred and twenty (120) working days during a qualifying disability) equal to sixty-six and two thirds percent (66 2/3%) of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable.

- (iv) Long-term Disability (income replacement during a qualifying disability) equal to sixty-six and two thirds percent (66 2/3%) of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period.
- (v) Dental Plan which provides for the reimbursement of eighty percent (80%) of eligible basic services, fifty percent (50%) of eligible extensive services (including implants) and fifty percent (50%) of eligible orthodontic services, in accordance with the current applicable fee guide. A maximum of three thousand dollars (\$3,000) per person per benefit year shall apply to extensive services. Orthodontic services shall be subject to a lifetime maximum of two thousand dollars (\$2,000) per insured person.
- (vi) Supplementary Benefit Plan; and
  - (1) Hearing Aids – \$3000/five years;0
  - (2) Foot Orthotics - \$500/two years;
  - (3) Psychologist - \$100/visit with a maximum of 20 visits per year;
  - (4) Chiropractic coverage – provide payment under the benefit plan before provincial maximum reached;
  - (5) Lowest Cost Alternative Medication Coverage, unless otherwise specified;
  - (6) Coverage for listed vaccines (Hep A and Hep B);
  - (7) Physiotherapy coverage – \$50/visit with a maximum of 20 visits per year.
  - (8) Massage Therapy coverage - \$50/visit with a maximum of 20 visits per year.
  - (9) Out of Country Travel coverage - \$2,000,000
- (vii) *Vision Care Plan*
  - (1) providing for \$600.00 every two (2) years per eligible person, including laser eye surgery; and Intraocular Toric contact lenses.
- (c) All Regular Employees who are regularly scheduled to work at least fifteen (15) hours per week averaged over the course of the shift cycle will be eligible to participate in the benefit plan.

- (d) The premium costs shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.
  - (e) The Employer shall make available to all eligible Employees brochures outlining the above plans and shall provide a copy of the plan to the Union.
- 21.02
- (a) Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
  - (b) The parties agree that there shall be no substantive change to any benefits provided by the plan, without agreement between the Employer and the Union, unless such changes are required by legislation.

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

### **22.01 General Leave**

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

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

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Articles 22.03 and 22.04, 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: Prepaid Health Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (d) With the exception of a leave of absence for Union or Local business, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.

- (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.

## 22.02 **Bereavement Leave**

- (a) Upon request, an Employee shall be granted five (5) consecutive calendar days without loss of earnings in the event of the death of a member of the Employee's immediate family. Upon request, the Employee may be granted additional leave of absence without pay. Immediate family of the Employee is defined as spouse, parent, child, brother, sister, fiancé, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild, niece, nephew, cousin, aunt and uncle.

Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. "Spouse" shall include common-law or same-sex relationship.

- (b) Bereavement Leave will be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometers one (1) way from the Employee's residence is necessary for the purpose of attending the funeral.
- (c) Notwithstanding the provisions of Article 22.02(a) and (b), where special circumstances exist, an Employee may request that Bereavement Leave be divided. Such request is subject to the approval of the Employer. In no circumstances, however, shall such Employee be eligible for more days off with pay than the Employee would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.
- (d) In the event of the death of a relative or close friend not listed in 22.02 (a), the Employer may grant time off with pay to attend the funeral service.

## 22.03 **Maternity Leave**

- (a) An Employee who has completed their probationary period shall, upon written request providing at least two (2) weeks advance notice where possible, be granted Maternity Leave to become effective twelve (12) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that the maternity leave commences no later than the date of delivery.
- (b) Maternity Leave shall be without pay and benefits, except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits, STD or LTD. Maternity Leave shall not exceed eighteen (18) months unless mutually agreed otherwise between the Employee and the Employer.

- (c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) 75%:25% premium cost sharing will continue for twelve (12) full weeks following the conclusion of the health-related period of Maternity Leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the commencement of the Adoption/Parental Leave or prior to the conclusion of the health-related period of Maternity Leave.
- (f) An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.
- (g) An Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to Maternity Leave. If Maternity Leave has not already commenced in accordance with Article 22.03 (a), such Maternity Leave shall commence on the date that the pregnancy ends. Such Maternity Leave shall end sixteen (16) weeks after the commencement of the leave.

#### 22.04 **Adoption/Parental Leave**

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



- (b) The Employee may commence Adoption Leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence Parental Leave with one (1) days' notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.
- (d) 75%:25% premium cost sharing will continue for twelve (12) full weeks of Adoption/Parental Leave provided that the Employee makes arrangements to prepay their share of the premium prior to the commencement of the Adoption/Parental Leave.

#### 22.05 **Court Appearance**

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

#### 22.06 **Educational Leave**

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

- (c) (i) **Registered Nurses** - An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted up to five (5) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.
- (ii) **Resident Attendant Certification** - An Employee registered in a recognized Health Care Aide certification program on the Employee's own time who consequently is required to fulfill requirements established by the educational institution, may be granted up to five (5) days leave without loss of regular earnings per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.

#### 22.07 **Personal Leave**

Each Employee shall be entitled to five (5) Personal Leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Up to three (3) days shall be without loss of earnings. The remaining two (2) days shall be taken from the Employee's available sick leave, vacation or overtime banks. 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.

#### 22.08 **Caregiver Leaves**

- (a) **Compassionate/Terminal Care Leave**
  - (i) An Employee shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty-seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty-six (26) weeks from the commencement of the leave.
  - (ii) "Qualified relative" for Compassionate/Terminal Care Leave means a person in a relationship to the Employee as defined in the *Alberta Employment Standards Code* and regulations.
  - (iii) At the request of the Employee, Compassionate/Terminal Care Leave may be taken in one (1) week increments.

- (iv) Notwithstanding Article 22.01, an Employee shall apply for Compassionate/Terminal Care Leave at least two (2) weeks (or as soon as reasonably possible) in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (b) Critical Illness Leave
- (i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to a leave of absence without pay but with benefits at the normal cost sharing:
- for a period of up to thirty-six (36) weeks to care for their critically ill child;
  - for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.
- (ii) “Critically ill child” means a child, step-child, foster child or child who is under legal guardianship, and who is under eighteen (18) years of age for whom the Employee would be eligible for parents of critically ill child leave under the Alberta *Employment Standards Code* and regulations.
- (iii) “Critically ill qualified adult relative” means a person in a relationship to the Employee for whom the Employee would be eligible for Critical Illness Leave under the Alberta *Employment Standards Code* and regulations.
- (iv) At the request of the Employee, Critical Illness Leave may be taken in one (1) week increments.
- (v) Notwithstanding Article 22.01, an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave (or as soon as reasonably possible) and shall advise the Employer if they want to take the leave in weekly increments.
- (vi) An Employee on leave of absence under Article 22.03 or 22.04 may request extension of such leave of absence, if the child is hospitalized and the Employee qualifies for Critical Illness of a Child Leave. Such extension shall equal the duration in which the Employee is on Critical Illness of a Child Leave.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Compassionate/Terminal Care Leave or Critical Illness Leave.

22.09 **Military Leave**

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

22.10 **Leave for Public Affairs**

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

22.11 **Domestic Violence Leave**

Employees experiencing domestic violence will be able to access ten (10) days of leave per fiscal year for attendance at medical appointments, legal proceedings and any other necessary activities. Employees shall have the right to utilize available sick leave, vacations, overtime, or personal leave days. This leave will be in addition to any existing leave entitlements and may be taken as consecutive or single days, without prior approval, provided the Employee provides as much notice as reasonably possible.

- (a) Personal information concerning domestic violence may be kept confidential by the Employer.
- (b) When an Employee reports that they are experiencing domestic violence, the Employer may complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.
- (c) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for Domestic Violence Leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

22.12 **Death or Disappearance of a Child Leave**

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to fifty-two (52) weeks.
- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to one hundred and four (104) weeks.

- (c) An Employee is not entitled to Death or Disappearance of a Child Leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take Death or Disappearance of a Child Leave:
- (i) begins on the day on which the death or disappearance occurs, and
  - (ii) ends on the earliest of:
    - the length of the leave specified in article 22.12(a) or (b), or
    - in the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, but no later than the end of the fifty-two (52) week period, or
    - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
  - (iii) An Employee who wishes to take Death or Disappearance of a Child Leave shall provide the Employer with written notice as soon as is reasonable in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
  - (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is reasonable in the circumstances.

### 22.13 **Citizenship Ceremony Leave**

- (a) An Employee who has completed ninety (90) days of employment is entitled to one half (1/2) day of leave without pay to attend a Citizenship Ceremony to receive a Certificate of Citizenship, as provided for under the *Citizenship Act (Canada)*.
- (b) An Employee who has completed ninety (90) days of employment is entitled to one half (1/2) day of leave without pay to sit a Citizenship Examination to qualify for a Certificate of Citizenship, as provided for under the *Citizenship Act (Canada)*.
- (c) 22.13 (a) and (b) may be taken as one (1) day without pay in the event that the Citizenship exam and Citizenship Ceremony are being held on the same day.

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

- 23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.
- 23.04 An Employee who has been subject to disciplinary action may, after one (1) year of continuous service, exclusive of absences of thirty (30) consecutive days or more, or in any event, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.

- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action. Upon request and where appropriate, the Employer may disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known; unless the Employer believes that there is a significant safety risk to residents, public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.
- 23.07 In the event that an Employee is reported to the licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 Twenty-eight (28) calendar days' notice in writing shall be given by an Employee who resigns.
- 23.11 For the purpose of Article 23.01, 23.02, 23.03 and 23.06, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.

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

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

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

- 25.01 Basic hourly salary scales and increments as set out in the Salaries Appendix shall be applicable to all Employees covered by this Collective Agreement.
- 25.02 An Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following:
- (a) in the case of a Full-time Employee, one (1) year of service;

- (b) In the case of Part-time or Casual Employees, on the completion of one thousand nine hundred (1900) hours worked, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits, all vacation hours taken or paid in lieu thereof, to the maximum increment granted Full-time Employees.
- (c) Special Long Services Recognition Pay Adjustment - In addition to the rates of pay specified in the Salary Appendix, Employees with twenty (20) or more calendar years of professionally registered health care service shall receive a two percent (2%) Special Long Services Pay Adjustment. This adjustment shall form part of the Employee's Basic Rate of Pay.
  - (i) Calendar years of professionally registered health care service to determine eligibility for the Special Long Service Pay Adjustment will be based upon the calendar years registered with any licensing body subject to the Health Professions Act and Regulations.
  - (ii) An Employee eligible for a pay adjustment in (c) above shall provide the Employer with reasonable proof of the Employee's calendar years of professionally registered health care service, as described in 25.02 (c) (i) within ninety (90) days of commencement of employment and/or achieving twenty (20) calendar years of professionally registered health care service. An Employee who requires further time to obtain reasonable proof shall, within the ninety (90) days above, provide the Employer with written notice of their efforts, in which case, the Employer shall provide a reasonable extension of time for providing such proof.

25.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.

25.04 **Pay Cheques**

- (a) Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made to the financial institution of the Employee's choice no later than 0800 hours on the designated pay day.



- (b) Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- (c) (i) The Employee's payroll cheque stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- (ii) Employees shall receive notification of sick leave credits, vacation credits, overtime accumulation, and days in lieu of Named Holidays quarterly. Where an Employee submits a request, the Employer will provide the requested information within five (5) working days excluding weekend and Named Holidays. The format of this information may vary depending on the Employer's accounting system.

#### 25.05 **Registration For Registered Nurses**

Upon becoming registered by the College and Association of Registered Nurses of Alberta (CARNA), a Temporary Permit Holder:

- (a) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB), or one who has satisfied CARNA that the Employee has completed a training program substantially equivalent to 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, retroactive to the date the temporary permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

#### 25.06 **Educational Allowances for Registered Nurses**

- (a) For the purpose of establishing an Employee's Basic Rate of Pay for Employees classified as Registered Nurses, the Employer will recognize courses, diplomas and degrees relevant to the position held by the Employee and offered by bona fide post-secondary educational institutions.

<b>Course/Certificate</b>	<b>Hourly Allowance</b>
Clinical Course	50¢
Canadian Nurses' Association Certification	50¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

- (b) (i) Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained.
- (ii) In order to be recognized for the purpose of establishing an Employee's Basic Rate of Pay, a Canadian Nurses' Association (CNA) Certification must be applicable to the position held by the Employee and must be current.
- (c) Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification or from the date of hire, whichever is later, to a maximum of twelve (12) months.
- (d) The parties agree that this Article for Registered Nurses shall be administered as follows with respect to clinical courses and certifications:

(i) *Clinical Courses*

In order to be recognized for the purpose of establishing an Employee's Basic Rate of Pay, a clinical course must:

- (1) be applicable to the position held by the Employee; and
  - (2) contain a supervised (direct or indirect), clinical component in a practice setting in addition to the theoretical study; and
  - (3) such clinical course must include an evaluative element applicable to the participant.
- (ii) The parties have agreed that the following clinical courses are examples of clinical courses sufficient in scope to be eligible for recognition:

Mount Royal University – Advanced Studies in Critical Care Nursing  
 Mount Royal University – Advanced Studies in Mental Health  
 Mount Royal University – Gerontology: Studies in Aging  
 Mount Royal University – Maternal Infant Child Healthcare – Child Health, Neonatal or Perinatal Focus  
 Grant MacEwan University – Gerontological Nursing Certificate Program  
 Grant MacEwan University – Palliative Care Certificate

Alberta Health Services – Critical Care Course  
 Alberta Health Services – Perioperative Course  
 David Thompson Health Region – Perioperative Course  
 Lethbridge College – Perinatal Course  
 Lethbridge College – Perioperative Course Midwifery

- (iii) The list of clinical courses in Article 25.06(d)(ii) above is a sample listing only and is not intended as a comprehensive listing of clinical courses eligible for recognition. In determining recognition for clinical courses other than those listed above, Employers will recognize courses that meet the criteria described in (i) above and are similar in scope to the sample clinical courses listed in (ii) above.

#### **ARTICLE 25B: COMPENSATION ERRORS**

- 25.01B A compensation error is an overpayment or underpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error.
- 25.02B Employers are entitled to recover overpayments from Employees' earnings according to the following procedures:
- (a) When an Employer discovers a compensation, overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated. The Employer shall only recover overpayments from within a twelve (12) month period starting the day the Employee is made aware an overpayment exists.
  - (b) If the amount involved is less than two hundred dollars (\$200), the advice in (a) may be oral and, provided the Employee gives, and the Employer records the fact of, their oral agreement, the Employer may recover the overpayment in any way the Employee agrees is appropriate. A copy of the Employer's note of the oral agreement will be sent to the Union and the Employee.
  - (c) If the amount involved exceeds two hundred dollars (\$200) or the Employees' consent has not been obtained, the advice given under (a) shall be set out in writing, with a copy to the Union and the Employee.
  - (d) An Employee receiving an Overpayment Recovery Notice must reply to that notice as soon as possible and in any event within twenty-five (25) days.
  - (e) The Employer may recover overpayments by deductions from an Employees' earnings:
    - (i) agreed to by the Employee in writing;

- (ii) if the Employee fails to reply after twenty-five (25) days of receiving an overpayment recovery notice or the parties cannot agree on a repayment schedule, then starting with the Employee's next pay cheque, at a rate not to exceed twenty-five dollars (\$25) per two hundred dollars (\$200) of Gross Earnings;
  - (iii) if the Employee resigns or is terminated for cause, from their final pay cheque or other funds due on termination.
- (f) If the Employee still disputes the validity or the amount of the overpayment, the parties will, within twenty (20) days meet and attempt to resolve the issue. If it remains unresolved, they will set out, in writing:
- (i) the facts said to give rise to the overpayment;
  - (ii) the conflicting versions of the facts on the points of disagreement;
  - (iii) if liability is disputed, the basis of that dispute.
- (g) The statement in (f) will be forwarded to an arbitrator for summary adjudication. If the parties are unable to agree upon the choice of an arbitrator, they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The arbitrator may, in addition to exercising an arbitrator's customary powers, and without limiting those powers:
- (i) resolve the matter based on written submission alone;
  - (ii) use a conference call hearing in lieu of an in-person hearing.
- The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (h) In any adjudication the onus of proving the overpayment is upon the Employer.
- (i) Disputes over overpayment liability involving similar facts shall be consolidated into a single hearing wherever possible.

25.03B If there is a payroll error and an Employee is without pay, the Employer must issue the monies owing, within five (5) working days.

25.04B The above process is not intended to affect other payroll adjustments/deductions that occur as a result of informal discussions between the Employee and their Manager(s)/Time Keeper that result from errors in time entries and that are agreed upon by the Employee through these informal discussions. The above process will only apply if an error and resulting adjustment/deduction cannot be resolved through submission of a time sheet correction.

**ARTICLE 26: RECOGNITION OF PREVIOUS EXPERIENCE**

- 26.01 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 twelve (12) months, the Employer will recognize experience that is more than five (5) years old.
- 26.02 Additional time worked, measured in whole hours and not credited for purposes of initial placement on the salary scale, shall be applied towards the calculation of the next increment.

**ARTICLE 27: SHIFT DIFFERENTIAL****27.01 Shift Differential**

- (a) A Shift differential of two dollars and seventy-five cents (\$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 between the period of 1500 hours to 2300 hours.
  - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 hours and 1700 hours, no Shift differential will be paid.
- (b) A Shift differential of five dollars (\$5.00) per hour shall be paid:
  - (i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or
  - (ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours.

- (iii) to Employees for all overtime hours worked which fall within the period of 2300 hours to zero 0700 hours.

- 27.02 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 27.03 No Employee shall receive payment under Article 27.01(a) and Article 27.01(b) concurrently.
- 27.04 Article 27 (Shift Premium) shall not apply to the Volunteer Program Coordinator, Social Worker, and Chaplain as these Employees work flexible hours of work.

#### **ARTICLE 28: WEEKEND PREMIUM**

##### **28.01 Weekend Premium**

- (a) A weekend premium of three dollars and twenty-five cents (\$3.25) per hour shall be paid:
  - (i) to Employees working a Shift wherein the majority of such Shift falls within the period commencing at 1500 hours on a Friday and concluding at 0700 hours on a Monday; or
  - (ii) to Employees working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one (1) hour is worked between 1500 hours on Friday and 0700 hours on Monday.
  - (iii) to Employees for all overtime hours which fall between 1500 hours on Friday and 0700 hours on Monday.
  - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 hours and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

- 28.02 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.
- 28.03 Article 28 (Weekend Premium) shall not apply to the Volunteer Program Coordinator, Social Worker, and Chaplain as these Employees work flexible hours of work.

#### **ARTICLE 29: PENSION PLAN**

- 29.01 The Employer agrees to provide a group Registered Retirement Savings Plan (RRSP) to eligible Employees of The Salvation Army Agapé Hospice in accordance with The Salvation Army Group RRSP as follows:

<b>Years of Employment with Agapé Hospice:</b>	<b>Employer RRSP Contributions:</b>
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Completion of probationary period to 5 years	4.00%
6 – 10 years	5.00%
11+ years	6.00%

29.02 *Supplemental Group RRSP*

- (a) Effective on the Employee's date of enrollment, a Regular Employee shall have the right to make voluntary contributions into the Supplemental Group RRSP until December 31 of the year the Employee turns seventy-one (71).
- (b) In addition to the contributions in Article 29.01, if the Employee chooses to make voluntary contributions, the Employer will match Employee contributions to a maximum of four percent (4%).
- (c) A Regular Employee who was contributing to the supplemental RRSP pursuant to Article 29.02(a), and who, by virtue of their age, no longer qualifies under Article 29.02(a), shall receive the amount of their supplemental contribution, up to a maximum of five percent (5%) of their regular earnings.

29.03 The Employer shall make available to all eligible Employees copies of the Group RRSP information pamphlets and necessary enrollment forms.

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

30.01 **Part-time Employees**

All the Articles of this Collective Agreement shall apply to Regular Part-time Employees, except as specifically modified therein, in which case the modification will supersede the Article.

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.
- (b) 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 letter of hire as specified in Article 14.10 shall also specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of employment pursuant to Article 30.02(b).

### 30.03 **Casual Employees**

Except as modified in this Article, all provisions of this Collective Agreement shall apply to Casual Employees except that Articles 7, 12, 15, 17, 18, 19, 20, 21, 22 and 29 shall have no application to Casual Employees.

#### (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 shall apply.
- (iv) (1) 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.
- (2) If fewer than four (4) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.

#### (b) *Vacation*

Amend Article 17 to read:



“17.02 (a) Casual Employees shall be entitled to, in addition to their Basic Rate of Pay, a sum equal to six percent (6%) of gross earnings, in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay on the equivalent of hours worked by a Full-time Employee to reach the vacation entitlement of twenty (20) working days, and a further two percent (2%) vacation pay on the completion of the equivalent hours of work required by a Full-time Employee to reach the vacation of twenty-five (25) working days and a further two percent (2%) of vacation pay on the completion of equivalent hours of work required of a Full-time Employee to reach thirty (30) working days.”

(c) *Named Holidays*

Amend Article 18 to read:

“18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to four point eight percent (4.8%) of their regular earnings in lieu of Named Holidays.

18.02 (a) A Casual Employee required to work on a Named Holiday shall be paid at one and one-half times (1½X) the Employee’s Basic Rate of Pay for work performed up to full-time hours of work. For all overtime hours worked on a Named Holiday two point five times (2.5X) their Basic Rate of Pay.

(b) Notwithstanding Article 18.02(a), a Casual Employee required to work on Christmas Day and New Year’s Day shall be paid at two times (2X) the Employee’s Basic Rate of Pay for work performed up to full-time hours of work. For all overtime hours worked on Christmas Day and New Year’s Day three times (3X) their Basic Rate of Pay.”

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

(e) In the event an Employee is required to serve as a witness in matters arising from employment, the Employee shall be granted leave of absence at the 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 a copy by the Employer within seven (7) days of receipt of the copies by the Employer. Unless otherwise mutually agreed, the Collective Agreement will be printed in booklets by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.
- 31.02 Upon request, an Employee shall be provided with an electronic or printed copy. A hard copy of the Collective Agreement will be available in each department at Agape.

### **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 Local in respect of any matter referred to in this Article shall be sufficient if sent by registered mail, courier or delivered to the President or Secretary of the Local except where an alternate person is specified in advance by the Union in writing.
- (b) Any notice or advice which the Local is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Executive Director or designate.

- (c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer's premises.

**32.03 Definition of Time Periods**

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

**32.04 Meetings**

- (a) An Employee shall have the right to be accompanied by a Union or Local representative at any meeting described in this Article.
- (b) For purposes of this Article, meetings can be held face-to-face, via telephone or videoconference. Efforts to meet in-person will be made by both parties to the greatest extent possible.
- (c) Meetings at any stage of the dispute resolution process may be held during the normal working day with no loss of pay for a participating Employee (i.e. the grievor and a Local representative). Travel compensation shall also be provided in accordance with Article 10: Transportation.

**32.05 Disputes Affecting More Than One Employee**

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

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

If a dispute relates to a written warning, suspension or dismissal, it may be initiated under Article 32.08.

**32.07 Initial Problem-Solving Stage**

- (a) Employees and managers, with or without representation, shall first attempt to resolve any dispute through discussion with the person(s) with whom there is a dispute.
- (b) The parties agree to share information relevant to the dispute with one another on a without prejudice basis.

- (c) The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of potential options to resolve the dispute and mutually acceptable solutions. All discussions at this stage are on a without prejudice and without precedent basis.
- (d) If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to the formal dispute resolution stage.

### 32.08 **Formal Dispute Resolution – Grievance Filing**

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

### 32.09 **Mediation**

- (a) Following attempts to resolve the dispute at Steps 2 or 3, 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 is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
  - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- (b) The timelines specified at each step of the grievance and arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
  - (c) The expenses of the mediator shall be borne equally by both parties.

### 32.10 **Arbitration**

- (a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing.
- (b) Within ten (10) days after receipt of notification provided for in Article 32.10 (a) above, the parties shall attempt to agree upon an arbitrator.
- (c) If the parties are unable to agree upon the choice of a chairperson they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.
- (d) Where one (1) of the parties determines that they need to have the issue heard by an Arbitration Board rather than a sole arbitrator, they shall advise the other party of this prior to the selection of the arbitrator. Both parties shall advise one another the name of their appointee to the Arbitration Board prior to the selection of the arbitrator.
- (e) After the arbitrator has been selected the arbitrator shall meet with the parties within six (6) months and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within sixty (60) days after the completion of the hearing.
- (f) The decision of the arbitrator shall be final and binding on the parties.

- (g) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement; however, where an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator may substitute any penalty for the discharge of discipline that to the arbitrator seems just and reasonable in all circumstances.
- (h) Where an arbitrator, by way of an award, determines that the Collective Agreement has been violated, the arbitrator may issue a declaration that the Collective Agreement has been violated and may order the affected party to comply with the Collective Agreement, even if this remedy was not specifically sought in the grievance. An arbitrator may order compensation if appropriate.
- (i) The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (j) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

### **ARTICLE 33: COMMITTEE PARTICIPATION**

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

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

34.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards. 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*, provided training is completed within prescribed timelines.

- 34.02 (a) There shall be an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Local. This Committee shall meet at least quarterly, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety or as otherwise required by legislation. 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 shall be approved by the Employer and the Local, prior to circulation.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety, including the security of each Employee on the Employer's premises and the Local may make recommendations to the Employer in that regard.
- (d) If an issue arises regarding occupational health or safety, the Employee or the Local shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.
- (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Local may make recommendations to the Employer in that regard.
- (f) Should the issue not be resolved by the committee, the issues shall be referred to the Executive Director. The Executive Director shall reply in writing to the Local within seven (7) working days of the presentation by the Local.
- (g) Should the issue remain unresolved following the Executive Director's written response, the Local may request and shall have the right to present its recommendation(s) to The Salvation Army Divisional Commander, Alberta and Northern Territories Division. The Divisional Commander shall reply in writing to the Union within twenty-one (21) calendar days of the presentation by the Local.
- (h) The parties will provide all available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).
- 34.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.
- 34.04 The Employer shall:
- (a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall include:

- (i) engineering controls
  - (ii) administrative policies, procedures and compliance; and
  - (iii) appropriate personal protection devices and other equipment
- (b) share information with and obtain input from the Committee pertaining to all hazard assessments.
- 34.05 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.
- 34.06 The Employer shall maintain and follow The Salvation Army Employment-Related Policies and Procedures on harassment, discrimination and abuse which applies to all officers, Employees, Managers, volunteers, residents and visitors of The Salvation Army Agapé Hospice. In addition:
- (a) The Employer shall have in place a respectful workplace policy which shall be reviewed annually, and revised as deemed appropriate, by the Occupational Health & Safety Committee.
  - (b) The Employer shall provide a program in accordance with current Canadian Standards Association Psychological Health and Safety in the Workplace to ensure a safe and respectful workplace where abuse will not be tolerated. This program will be reviewed annually by the Committee. Signs shall be posted in public areas to provide staff, residents, and the public with notice that abuse will not be tolerated.
- 34.07 If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded to the Occupational Health and Safety Committee in the form of a written complaint.

### **ARTICLE 35: CONTINUING EDUCATION**

- 35.01 (a) The parties to this Collective Agreement recognize the mutual value of continuing education and agree that there is a joint responsibility to ensure continuing education and current knowledge in the field of palliative care. For the purpose of this Article, the term "continuing education" includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered or approved by the Employer.
- (b) The Employer shall make available at least one (1) current journal relevant to hospice palliative care



## 35.02 **In-Services**

- (a) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory.

In addition to any other in-services the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees either annually, where professionally required, or at a longer interval when possible:

- (i) Cardio-Pulmonary Resuscitation and First Aid (when established by the Employer as a mandatory qualification);
  - (ii) Anaphylaxis;
  - (iii) Fire (hands on experience with equipment except where not required by the Employer's established, written fire procedures);
  - (iv) Evacuation and disaster procedures;
  - (v) Proper lifting and the prevention of back injuries.
- (b) Employees who attend in-service programs which are approved by the Employer, but not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (c) In addition to the compulsory in-services listed in Article 35.02(a) above, the Employer shall provide in-service information on the following as part of a new Employee's orientation, with refresher in-services offered subsequently as determined by the Employer:
- (i) The Protection for Persons in Care Act; and
  - (ii) Prevention and Management of Staff Abuse.

### 35.03 Professional Development

- (a) The Employer shall not unreasonably deny a request from a Regular Employee or a Temporary or Casual Employee to be sponsored by Agapé Hospice for attendance at conferences or seminars, or for at least a portion of the costs of continuing education courses. Such sponsorships will only be made available if the conference, seminar or course is relevant to the Employee's current role at the Agapé Hospice. In cases where the professional development has been sponsored by Agapé Hospice, the sponsored Employee will be required to give at least one (1) year of service to the Agapé Hospice following completion of the course or, in the alternative, reimburse The Salvation Army for the cost of the sponsorship on a pro-rated basis.
- (b) For Registered Nurses and Staff Educators:

(i) *Professional Development Days*

Upon request, each Regular Employee or a Temporary or Casual Employee shall be granted at least three (3) professional development days annually for professional development, at the Basic Rate of Pay. The professional development day will be without loss of regular earnings. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

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

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

(ii) *Professional Fee Reimbursement*

The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in the College and Association of Registered Nurses of Alberta (CARNA)) two hundred and fifty dollars (\$250.00) for their dues if they have accumulated six hundred and eighty-four point six (684.6) or more regular hours actually worked in the previous fiscal year.

For purposes of this clause, regular hours actually worked includes:

- Leaves of absence for Union business,
- Other leaves of absence of one (1) month or less,
- Time on sick leave with pay,
- Absences while receiving Worker's Compensation, and
- Educational leave up to twenty-four (24) months.

(c) For the Volunteer Program Coordinator, Social Worker and Chaplain:

(i) *Eligibility:*

Regular Employees in these classifications will be eligible for a Professional Development Allocation (PDA) effective April 1<sup>st</sup> of each year provided they meet the following criteria:

- (1) The Employee holds a full-time equivalency of .4 or greater on April 1<sup>st</sup> of the entitlement year; and
- (2) The Employee has a minimum of seven hundred and eighty (780) paid hours, exclusive of overtime in the period of April 1<sup>st</sup> to March 31<sup>st</sup> of the preceding year.

(ii) *Calculation*

Thirty times (30X) Basic Rate of Pay in effect on April 1<sup>st</sup> = PDA

(iii) *Utilization*

This PDA may be used for the following purposes:

- (1) Time off without loss of pay to attend a course relevant to the employee's job duties. Deductions to the PDA for time off will be based on the number of scheduled hours missed due to course attendance multiplied by the Employee's Basic Rate of Pay at the time the course is taken.
- (2) Reimbursement for the cost of professional licensing fees required as a condition of employment or practice:
  - (A) reimbursement will be provided by the Employer upon submission of a receipt from the professional association;
  - (B) an Employee required to be licensed through more than one (1) professional association will be eligible for reimbursement of licensing fees for one (1) of the associations;
  - (C) Employee membership in voluntary associations will not be subject to reimbursement under this Article.
- (3) Reimbursement of tuition costs, course registration fees and/or travel costs associated with course attendance and fees for approved courses that are related to Employee's discipline provided the course takes place within the entitlement year.

- (4) Reimbursement for purchase of professional journals or publications.
- (iv) PDA not used by March 31<sup>st</sup> of the entitlement year shall not be carried forward into subsequent years.
- (v) An Employee who terminates employment voluntarily and who within three (3) months of termination, commences employment with the same Employer or with another Employer signatory to a Collective Agreement with identical provisions shall have their professional development allocation maintained.
- (vi) Time off requested by an Employee for professional development purposes shall be in accordance with the provisions of Article 22.06.

35.04 Upon request, each Regular Employee or a Temporary or Casual Employee who has worked six hundred and eighty-four point six (684.6) regular hours actually worked in the previous fiscal year and who is not covered by 35.03(b) and (c), the Employer may grant one (1) professional development day, paid at the Basic Rate of Pay. Such request shall not be unreasonably denied.

- (a) Hours not used in each fiscal year shall not be carried forward into subsequent years.
- (b) Applications for such paid professional development opportunities shall be made in writing, to the Employer as early as possible.
- (c) An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

#### 35.05 **Travel**

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

### **ARTICLE 36: EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

- 36.01 (a) The Employer and the Union agree that there shall be an Employee Management Advisory Committee (EMAC) consisting of a maximum of six (6) persons, with equal representation from the parties.

- (b) It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees, and concerns of Employees relative to resident care including staffing issues and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties, providing safe resident care and promoting harmonious relations between the Employer, and its Employees.
- (c) The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.
- (d) The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time to time.
- (e) The parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority to represent their respective membership and should be as constant as reasonably possible with a minimum of alteration or substitution.
- (f) The parties will provide available, relevant information to allow for meaningful discussion of issues identified for discussion at the EMAC. The parties will endeavor to provide this information in a timely fashion.
- (g) A chair and a co-chair shall be elected from amongst the Committee with representatives from both the Employer and the Union.
- (h) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (i) EMAC shall meet not less than quarterly at a mutually acceptable hour and date. The chair and co-chair may mutually call a special meeting to deal with urgent matters, and, in addition, the Committee shall meet within ten (10) days of receiving a written complaint relative to resident care including staffing issues.
- (j) During problem solving discussions, Committee members will collaborate on:
  - (i) defining the issue(s);
  - (ii) identifying root cause(s) of the issue(s);
  - (iii) gathering and reviewing relevant information;
  - (iv) generating potential options for resolution of the issue(s);
  - (v) resolving the issue(s), where possible.

- (k) To prevent misunderstanding and to ensure all issues are dealt with, answers must be communicated in writing to the committee.
- (l) Either the Employer or the Union may have experts or advisors present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem. Each party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.
- (m) The Committee has the option of participating in voluntary mediation of issues with the assistance of representatives from the Employer and the Union. Discussions at this stage are conducted on a without prejudice basis.
- (n) Where an issue related to resident safety or staffing is unresolved for more than thirty (30) days, the Union may request and shall have the right to present its concern(s) and recommendation(s) to The Salvation Army Area Commander, Alberta and Northern Territories Division. The Area Commander or designate shall reply in writing to the Union within twenty-one (21) calendar days of the presentation by the Union.
- (o) Timelines for (m) and (n) above may be extended by mutual agreement.
- (p) Should an issue remain unresolved following the Area Commander's written response, either parties' representative(s) on the Committee may refer the issue to an Independent Assessment Committee (IAC).
- (q) The IAC shall consist of three (3) persons, one (1) to be nominated by the Local, one (1) to be nominated by the Employer, and a chairperson, who shall be a person who is knowledgeable about health care delivery and familiar with current professional best practice.
- (r) Should the Local and the Employer fail to agree on a chairperson within fourteen (14) days of referral, either party may request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.
- (s) The fees and expenses of the chairperson in (q) and (r) above shall be borne equally by the Union and the Employer.
- (t) A meeting of the IAC to investigate the issue(s) and make recommendations shall be held within sixty (60) days of the IAC's appointment unless a longer time period is mutually agreed upon. The recommendations of the IAC shall be provided to the Employer and the Local within fourteen (14) days of the meeting.
- (u) A meeting of the parties, including Area Commander and the President of the Union, shall be held within fourteen (14) days of receipt of the recommendations to discuss the recommendations and develop an implementation plan for mutually agreed changes.

- (v) Should the issue(s) remain unresolved, the Local may request and shall have the right to present its concerns, together with the IAC recommendations, to the Divisional Commander. The Divisional Commander shall provide a written response accepting or rejecting the IAC recommendations or substituting its own recommendations for resolution of the issue(s) within fourteen (14) calendar days of the presentation by the Local.
- (w) Where the parties succeed in reaching a resolution of the issue(s), the agreement shall be confirmed in writing by the parties. If either party fails to implement or adhere to said resolution, the failure to adhere or implement shall be subject to the provisions of Article 32: Dispute Resolution Process.
- (x) An Employee who is a member of the EMAC shall be paid at their Basic Rate of Pay for such attendance.

### **ARTICLE 37: TECHNOLOGICAL CHANGE**

- 37.01 Should the Employer introduce technological change by altering methods or utilizing different equipment, and if such change will displace Employees in the bargaining unit, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interests of Employees so affected.

### **ARTICLE 38: JOB DESCRIPTIONS**

- 38.01 For positions in the bargaining unit, the Employer shall prepare a job description. Copies of such descriptions 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 39: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

- 39.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be provided to each Employee.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE SALVATION ARMY, AGAPÉ HOSPICE, CALGARY**  
**AND**  
**UNITED NURSES OF ALBERTA, LOCAL #232**  
**RE: SEVERANCE**

**Purpose**

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

The Employer will select one (1) or a combination of the following severance options to be offered to eligible Regular Employees as defined within this Letter of Understanding.

**Option I. Voluntary Severance Program**

1.
  - (a) In the event of organizational changes that will result in the permanent reduction in the number of UNA certified Regular Employees, the Employer may choose to offer this Voluntary Severance Program prior to reducing the workforce through the operation of Article 15 of the Collective Agreement.
  - (b) Employees on full layoff will not be eligible to apply for the program.
  - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
2. The Voluntary Severance Program, when offered by the Employer, will be open to all eligible Regular Part-time and Full-time Employees employed in a regular position as of the date of the Program offering.
3. An approved severance will be calculated as follows:
  - (a) The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - (b) Regular salary = (regularly scheduled hours of work as at date of application for the program) x (Basic Rate of Pay).
  - (c) For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.



4. **Severance Approval**

- (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
- (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the Regular Employee's full-time equivalency, or a comparable full-time equivalency.
- (c) Program transfers affecting other bargaining units may be taken into account when assessing comparable full-time equivalencies.
- (d) The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

5. **Operation of the Voluntary Severance Program**

Regular Employees whose applications for the program are approved will terminate their employment and have no right to recall under Article 15: Layoff and Recall.

- (a) Employees whose application for severance are approved will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance.
- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

**Option II. Standard Severance Program**

- 1. In the event that further reductions in the numbers of Employees are required following operation of Option I above, or in the event that the Employer has chosen not to offer severance in accordance with Option I above, then the Employer will offer the following Standard Severance Program to eligible Regular Employees.
- 2. A Regular Employee who has received layoff notice in accordance with Article 15 and for whom no alternate vacant position is available, shall have the option to select either of:
  - (a) Layoff with recall rights as specified in Article 15 of the Collective Agreement;  
or
  - (b) Severance in accordance with this Letter of Understanding.

3. **Severance Calculation:**
  - (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of forty (40) weeks' pay.
  - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) week's full-time pay at their Basic Rate of Pay for each full period of one thousand nine hundred (1900) hours worked at the Basic Rate of Pay to a maximum of forty (40) weeks' pay.
  - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
4. A Regular Employee who accepts severance pay as per this Standard Severance Option, shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 15 of this Collective Agreement.
7.
  - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
  - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

**LETTER OF UNDERSTANDING****BETWEEN****THE SALVATION ARMY, AGAPÉ HOSPICE, CALGARY****AND****UNITED NURSES OF ALBERTA, LOCAL #232****RE: USE OF PERSONAL VEHICLES FOR BUSINESS MAINTENANCE WORKERS**

The parties agree that:

Maintenance Workers who use their personal vehicles for business authorized by the Employer shall be required to submit proof of financial responsibility when the vehicle is used on such business. The Employer shall reimburse the Maintenance Worker as follows:

Cost of Business Use Insurance Coverage \$ \_\_\_\_\_

(Basic Age Group - Good Driving Record)

LESS

Cost of Personal Use Insurance Coverage \$ \_\_\_\_\_

(Basic Age Group - Good Driving Record)

EQUALS

Reimbursement to a maximum five hundred dollars (\$500) or in accordance with Employer Policy, whichever is greater, upon submission of receipts for annual insurance policy.

- (a) Full-time Employees required by the Employer to have an automobile for use in their employment shall receive one hundred and thirty dollars (\$130) per month on account of that requirement.
- (b) Allowances for Part-time Employees shall be paid monthly and prorated based on the Employee's FTE and then adjusted quarterly to reflect the FTE of the hours worked in the preceding quarter.
- (c) Allowances will not be paid during approved leaves of absence longer than thirty (30) days.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE SALVATION ARMY, AGAPÉ HOSPICE, CALGARY**  
**AND**  
**UNITED NURSES OF ALBERTA, LOCAL #232**  
**RE: EQUITY COMPENSATION**

The parties agree that if Alberta Health Services concludes Collective Agreements with AUPE, UNA or HSAA that contain wage increases for comparable classifications to the wage rates in the Alberta Health Services Collective Agreements exceed the wage rates specified in this Collective Agreement, such increased wages would be paid to the appropriate classifications covered by this Collective Agreement. Such payments would be effective the date that they become effective in the Alberta Health Services Collective Agreement(s) or the date of ratification of this Collective Agreement, whichever is later.

This Agreement will include any lump sums that are paid by the Alberta Health Services as part of the above referenced Collective Agreements only when such lump sum payments are paid in lieu of wage increases for selected classifications. This will not apply if the lump sum payments are paid to all the classifications in the comparable bargaining unit.

In applying this Letter of Understanding comparable classifications and Collective Agreement shall be as follows:

<b>Agapé Hospice Classification</b>	<b>Comparison Collective Agreement</b>	<b>Comparable Alberta Health Services Classification</b>
Dietary Aide	AHS/AUPE GSS	Food Services I
Maintenance Worker I	AHS/AUPE GSS	Maintenance Worker I
Maintenance Worker II	AHS/AUPE GSS	Maintenance Worker II
Secretary/Reception/Clerical Assistant	AHS/AUPE GSS	50% Admin Support I/50% Admin Support II
Cook	AHS/AUPE GSS	50% Cooks Assistant/50% Cook I
Food Services Coordinator	AHS/AUPE GSS	Kitchen Coordinator
Unit Clerk	AHS/AUPE GSS	Unit Clerk

<b>Agapé Hospice Classification</b>	<b>Comparison Collective Agreement</b>	<b>Comparable Alberta Health Services Classification</b>
Resident Attendant	Multi-Employer/AUPE Auxiliary Nursing	Health Care Aide
Registered Nurse	Multi-Employer/UNA	Registered Nurse
Graduate Nurse – Temporary Permit Holder	Multi-Employer/UNA	Graduate Nurse – Temporary Permit Holder
Undergraduate Nurse	Multi-Employer/UNA	Undergraduate Nurse
Volunteer Program Coordinator	Multi-Employer/HSAA	No comparable classification (To receive same percentages as other HSAA classifications)
Social Worker, MSW	Multi-Employer/HSAA	Social Worker II
Social Worker, BSW	Multi-Employer/HSAA	Social Worker I
Undergraduate Social Worker	Multi-Employer/HSAA	No comparable classification (To receive same percentages as other HSAA classifications)
Chaplain*	Multi-Employer/HSAA	No comparable classification (To receive same percentages as other HSAA classifications)

**This Letter of Understanding shall continue until March 31, 2022  
or until a new Collective Agreement has been concluded.**

**\*It has been agreed between the parties that the Classification of Chaplain in this letter of understanding will be applied to Employees who are hired by The Salvation Army Agape Hospice. In the case of the appointment of a Salvation Army Officer to this classification, it is understood and agreed that at no time will the individual be governed by the terms and conditions of the Collective Agreement.**

**SALARY APPENDIX**  
**April 1, 2018 - March 31, 2022**

**GENERAL SUPPORT SERVICES CLASSIFICATIONS**

**PAY GRADE 1**

**Dietary Aide/Support Services**

	Step 1	Step 2
01-Apr-18	\$17.60	\$19.20
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding	

**PAY GRADE 2a**

**Maintenance Worker I**

	Step 1	Step 2
01-Apr-18	\$22.87	\$24.89
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding	

**PAY GRADE 2b**

**Maintenance Worker II**

	Step 1	Step 2
01-Apr-18	\$25.88	\$28.25
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding	

**PAY GRADE 3**

**Secretary/Receptionist/Clerical Assistant**

	Step 1	Step 2	Step 3
01-Apr-18	\$20.78	\$22.52	\$24.30
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding		
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding		
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding		

**PAY GRADE 4**

**Cook**

	Step 1	Step 2
01-Apr-18	\$20.91	\$22.93
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding	

**PAY GRADE 5**

**Food Services Coordinator**

	Step 1	Step 2
01-Apr-18	\$27.06	\$28.60
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding	

**PAY GRADE 6**

**Unit Clerk**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01-Apr-18	\$24.99	\$25.98	\$27.02	\$28.10	\$29.22	\$30.38
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding					
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding					
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding					

**AUXILIARY NURSING CLASSIFICATIONS****PAY GRADE 7****Resident Attendant/Health Care Aide (Certified)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
01-Apr-18		\$20.96	\$21.64	\$22.29	\$23.02	\$23.53	\$24.21	\$24.95
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding							
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding							
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding							

**REGISTERED NURSE CLASSIFICATIONS (CARNA)****PAY GRADE 8****Registered Nurse**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01-Apr-18	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding								
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding								
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding								

**PAY GRADE 9****Graduate Nurse - Temporary Permit Holder**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01-Apr-18	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.84	\$38.67	\$39.79	\$41.19
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding								
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding								
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding								

**PAY GRADE 10****Undergraduate Nurse**

	Step 1
01-Apr-18	\$27.68
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding



**TECHNICAL/PROFESSIONAL CLASSIFICATIONS****PAY GRADE 13****Volunteer Program Coordinator/Chaplain**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01-Apr-18	\$31.41	\$32.51	\$33.76	\$34.97	\$36.26	\$37.58	\$38.97	\$40.27	\$41.70
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding								
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding								
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding								

**PAY GRADE 14 A****Social Worker (MSW)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01-Apr-18	\$36.96	\$38.23	\$39.68	\$41.12	\$42.65	\$44.21	\$45.90	\$47.50	\$49.15
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding								
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding								
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding								

**PAY GRADE 14 B****Social Worker (BSW)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01-Apr-18	\$31.41	\$32.51	\$33.76	\$34.97	\$36.26	\$37.58	\$38.97	\$40.27	\$41.70
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding								
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding								
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding								

**PAY GRADE 15****Undergraduate Social Worker**

	Step 1	
01-Apr-18	\$27.49	
01-Apr-19	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-20	To be determined as per Equity Compensation Letter of Understanding	
01-Apr-21	To be determined as per Equity Compensation Letter of Understanding	

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

\_\_\_\_\_  
(The Governing Council of the Salvation Army)

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

\_\_\_\_\_

\_\_\_\_\_

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

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