

**COLLECTIVE AGREEMENT  
BETWEEN**

**VENTA CARE CENTRE LTD.**

**AND**

**UNITED NURSES OF ALBERTA**

**LOCALS #226**

**SEPTEMBER 1, 2013 – AUGUST 31, 2017**

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**COLLECTIVE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_.**

**BETWEEN**

**VENTA CARE CENTRE LTD.**

**(hereinafter referred to as the “Employer”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #226**

**(hereinafter referred to as the “Union”)**

**PREAMBLE**

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

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

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

**ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT**

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after September 1, 2013 up to and including August 31, 2017, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to amend this Collective Agreement.

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

**ARTICLE 2: DEFINITIONS**

- 2.01 “Arbitration” shall take meaning from the section Labour Relations Code dealing with the resolution of a difference.
- 2.02 Available shift schedule shall mean any shift available on the Master Rotation.
- 2.03 “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.
- 2.04 “Cycle of the shift schedule” shall mean the period of time when the shift cycle repeats itself. In those situations where the shift cycle does not repeat itself the term “cycle of the shift schedule” shall be understood to mean a period of time not to exceed twelve (12) weeks.
- 2.05 Designated days of rest (X day) shall mean scheduled days where an Employee cannot be required to work unless by mutual agreement in case of absolute emergency.
- 2.06 “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 specified in Article 7.
  - (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 fulltime or part-time position:

- (i) for a specific job of more than three (3) months but less than six (6) 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.
- 2.07 “Employer” shall mean Venta Care Centre Ltd. and shall include such persons as may be appointed or designated to carry out administrative duties in respect of the operation and management of the facility.
- 2.08
- (a) “Certified Graduate Nurse” means a person whose name is in the Certified Graduate Nurses Roster and who holds an annual or temporary permit pursuant to the Nursing Profession Act and Regulations.
  - (b) “Graduate Psychiatric Nurse” means a person whose name is in the Temporary Register and who holds a temporary registration pursuant to the Nursing Profession Act and Regulations.
  - (c) “Graduate Nurse – Temporary Permit Holder” means a person who has graduated from an approved School of Nursing and completed a basic nursing education program or one who has satisfied the requirement of the College and Association of Registered Nurses of Alberta (CARNA) and who has been granted a Temporary Permit pursuant to the Nursing Profession Act and Regulations.
  - (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide direct nursing care but is not a Certified Graduate Nurse, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.09 Facility shall mean the care centre administered by Venta Care Centre Ltd. (Long Term Care).
- 2.10 “Pay Period” shall mean two (2) successive calendar weeks.
- 2.11 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the Nursing Profession Act and who holds an annual certificate.
- 2.12 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the Health Disciplines Act (Alberta) and who holds an annual certificate.

- 2.13 “Shift” means a daily tour of duty of not less than three (3) consecutive hours exclusive of overtime hours.
- 2.14 “Union” shall mean the United Nurses of Alberta Local #226.
- 2.15 The singular shall mean the plural and vice versa as applicable.
- 2.16 A word used in the feminine gender may also apply, where appropriate, in the masculine and vice versa as applicable.

### **ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto.
- 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 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.

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

- 5.01 (a) The Employer shall deduct from the gross earnings (exclusive of Disability benefits) of each Employee covered by this Collective Agreement monthly amounts equal to the monthly membership dues as advised by the Union. Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the twenty-second (22nd) day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made specifying 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 monthly, in a electronic format, a listing of Employees specifying the following:
- (i) Name of Employee;
  - (ii) Classification;
  - (iii) Category (Regular, Temporary, Casual);
  - (iv) Regular Hours of Work (FTE's);
  - (v) Date of Hire;
  - (vi) For Regular and Temporary Employees, their seniority date;
  - (vii) Long-term absence status (where applicable);
  - (viii) Address; and
  - (ix) Basic Rate of Pay.
- 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 Union dues shall be deducted on a bi-weekly or monthly basis depending upon the pay system of the Employer and submitted to the Union in accordance with Article 5.01(a).
- 5.04 The Employer shall provide a bulletin board in the Medication Room for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 (a) A representative of the Union shall have the right to make a presentation of up to twenty (20) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under

the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.

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

- 5.06 The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business, provided that the Employee's request is made in writing two (2) weeks prior to the date of the requested leave of absence. A shorter period of notice may be given if agreed between the Employer and the Union. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.
- 5.07 Union dues are a fixed percentage of the Employee's gross earning as per United Nurses of Alberta and Local 226. For details please see your Local Representative.
- 5.08 For this purposes of this Article, "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement. The term "Gross Earnings" is only used to refer to dues deductions.

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

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, creed, ancestry, place of origin, source of income, political or religious belief, gender, sexual orientation, family status, marital status, physical disability, mental disability 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 SHIFT SCHEDULING PROVISIONS**

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

- (a) Regular hours of work for full-time Employees, exclusive of meal periods shall be:
- (i) seven point five (7.50) consecutive hours per day;
  - (ii) seventy-five (75.0) hours in a two week period averaged over one complete cycle of the shift schedule.

- (b) Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point five (7.50) hours.
  - (ii) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours. In the event the Employee is unable to take a break due to work requirements, the missed break may be taken at some other time during the Employee's shift.
  - (iii) the Employer shall have in place a policy outlining a mechanism to deal with missed breaks.
  - (iv) Employees who are not able to take their missed meal periods, excluding those under article 7.01(b)(v), at some other time during the Employee's shift shall be paid at the Employer's Basic Rate of Pay.
  - (v)
    - A. Although meal periods are excluded in the calculation of regular hours of work, a charge nurse working night shifts is required to be readily available for duty during her/his meal period and shall be paid at her/his Basic Rate of Pay.
    - B. A Nurse in charge working night shift and being paid for her/his meal period is not entitled to shift differential during the meal period.
- (c) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

## 7.02 *Shift Schedules*

- (a) Except by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between scheduled shifts;
  - (ii) at least two (2) consecutive days of rest;
  - (iii) days of rest on one-half ( $\frac{1}{2}$ ) 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 the Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;

- (iv) not more than six (6) consecutive scheduled days of work.

### 7.03 *Schedule Posting*

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

### 7.04 *Schedule Changes*

- (a) If in the course of a posted schedule the Employer changes an Employee's scheduled days off, the Employee shall be paid at the overtime rate in accordance with Article 8 for all hours worked on what would otherwise have been the Employee's designated days of rest, unless fourteen (14) days notice of such change has been given. The Employee shall be notified of the change in the schedule both orally and in writing and such change shall be recorded on the shift schedule. Where mutually agreed between the Employer and the Employee, the requirements of fourteen (14) days notice of change shall not apply.
- (b) If, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not the Employee's designated days of rest, the Employee shall be paid at the overtime rate in accordance with Article 8 for all hours worked during the first shift of the changed schedule, unless fourteen (14) days notice of such change has been given. The Employee shall be notified of the change in the schedule both orally and in writing and such change shall be recorded on the shift schedule. Where mutually agreed between the Employer and the Employee, the requirements of fourteen (14) days notice of change shall not apply.
- (c) When a schedule change is necessary to accommodate the resolution of a disciplinary action, the fourteen (14) days notice of change shall not apply.

### 7.05 *Shift Relief*

- (a) The Employer shall provide an availability calendar to be completed and submitted to the scheduling office by the Employee on a monthly basis.
- (b) Where a previously scheduled shift becomes vacant, the shift shall be offered to Regular Employees in order of seniority in accordance to the availability calendar before being offered to Casual Employees.

- (c) For the purpose of Article 7.05 seniority shall not apply to a Regular Employee who:
  - (i) would incur overtime unless the Employee is willing to waive the overtime in writing;
  - (ii) has already worked a full shift on that day;
  - (iii) has reached a 1.0 FTE in a two (2) week period.
- (d) Notwithstanding Article 7.05(c), the Employer shall pay the overtime rate to the Employee who agrees to work a shift relieving for an absence where there are no Casual Employees available for the shift in question and all the regular Employees would incur overtime.
- (e) Notwithstanding Article 7.02, no Employee shall be permitted to work in excess of twelve (12) shifts in a two (2) week period.

7.06 *Employee Shift Exchange*

- (a) Employees may exchange shifts among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employees immediate supervisor or designate; and
  - (iii) where a request for approval is made in writing, the Employer's reply shall also be in writing;
  - (iv) such shift exchange shall not incur overtime pay.
- (b) Such exchange shall be recorded on the shift schedule.
- (c) Except for Article 7.05(e), such exchange shall not be deemed a violation of the scheduling provisions of this Article.

7.07 The parties may agree to implement a system of extended working days and resultant compressed work week.

7.08 The agreement to implement a system of extended working days and resultant compressed work week can be terminated at any time by either party upon a six (6) weeks written notice of such intent duly served to the other party.

7.09 *Reporting Pay*

- (a) Unless in exceptional situation, where an Employee has been scheduled for a shift, either regular or additional, the Employer may cancel the shift with twelve (12) hours notice.
- (b) Where the Employer must cancel the shift with less than twelve (12) hours notice, but prior to the Employee reporting for work, the Employer shall pay the Employee two (2) hours at her/his Basic Rate of Pay.
- (c) In the event that an Employee reports for work as scheduled and prior to the commencement of the shift, is requested by the Employer to leave and report for a later shift, the Employee shall be compensated for the inconvenience by a payment equal to three (3) hours pay at the Employee's Basic Rate of Pay.

7.10 The Employer shall not unreasonably refuse to implement a contractually compliant shift schedule developed by the Employees and the Union which provides appropriate professional coverage as determined by the Employer and does not result in an increase in cost to the Employer.

**ARTICLE 8: OVERTIME**

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee;
- (i) in excess of seven point seven five (7.50) hours per day;
  - (ii) in excess of seventy- five (75) hours in a two week period;
  - (iii) on designated days of rest, unless mutually agreed between the Employer and the Employee except that an Employee with less than a .6 FTE shall not be entitled to overtime for working on designated days of rest unless the Employee is mandated to work by the Employer, the Employee has worked more than seven point five (7.5) hours/day or seventy-five (75) hours/two (2) week period or the Employer has unilaterally changed the Employee's shift schedule without proper notice.
- (b) Overtime must be approved in advance by the Employer unless there is an emergency. The Employer will not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- (c) The Employer shall provide the Employees with overtime forms which shall be signed by the Employer or her/his delegate and a signed copy shall be given to the Employee.

- 8.02 The overtime rate of two times (2X) the Basic Rate of Pay shall be paid for overtime worked.
- 8.03 Overtime may be accumulated and taken in time off at a mutually agreeable time at the applicable overtime rate. Accumulated overtime credit not taken by the last pay period of March in any given years shall be paid out to the Employee at the rate in effect at the time the overtime was originally worked.
- 8.04 The total accumulated overtime credit shall be recorded on each payroll stub.
- 8.05 No Employee shall be requested or permitted to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work.
- 8.06 No Employees shall have their approved vacations cancelled or rescheduled by the Employer unless due to a 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 her/his vacations cancelled by the Employer shall be considered to be working overtime during the period of the cancelled vacation and shall be paid in accordance with this Article 8. Where the Employer and the Employee mutually agree to reschedule the cancelled vacations at a later date, all hours worked during the cancelled vacations shall be at Basic Rate of Pay. Where the Employee or the Employer do not agree to reschedule the cancelled vacations and the Employee is paid overtime for the period worked during the cancelled vacations, the Employee is deemed to have taken the said vacations. The Employer shall also reimburse the Employee all non-refundable costs related to the cancelled vacation.
- 8.07 Rest periods and meal breaks shall be scheduled in accordance to Article 7.01 (b)
- 8.08 In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks at no cost to the Employee during the second shift.
- 8.09 The Employer shall endeavor to minimize the use of mandatory overtime.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

### 9.01 *Communication*

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article and Article 10 shall be sufficient if sent by registered mail or delivered to the President or Secretary of the Union except where an alternate person is specified in advance by the Union in writing.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 10 shall be

sufficient if delivered to the CEO of Venta Care Centre Ltd. or her/his absence, her/his 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.

#### 9.02 *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.
- (b) Time limits may be extended by mutual agreement in writing.

#### 9.03 *Dispute Between the Employer and the Employee(s)*

##### (a) **Step 1 (Initial Discussion)**

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee shall first seek to settle the dispute through discussion with the immediate supervisor. If the dispute is not resolved satisfactorily, within two (2) days of the date of the discussion, it may then become a grievance and be advanced to Step 2.

##### (b) **Step 2 (Filing the Grievance)**

The grievance shall be submitted in writing to the Director of Resident Care with a copy of the Grievance sent to the CEO within twelve (12) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Employer shall be communicated, in writing, to the Union within seven (7) days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

##### (c) **Step 3 (Resolution Meeting)**

- (i) The Parties shall meet for the purpose of resolving the grievance within twenty (20) days from the date the grievance was filed. During the said meeting, the Parties agree to share all relevant information and to engage in a meaningful discussion. The representatives of the parties sitting at the resolution meeting shall have the authority to resolve the grievance. The Employee shall have the right to be accompanied by a Union representative.

(ii) If the grievance is not resolved during the Step 3 meeting, the Employer shall communicate her/his decision within seven (7) days from the date of the meeting.

(d) **Step 4 (Arbitration)**

If the decision of the Employer is not acceptable to the Union, it may submit the grievance to arbitration as hereinafter provided within seven (7) days of receipt of the Employer's decision.

(e) Notwithstanding Step 3 resolution meeting, a meeting may be held at any step of the grievance procedure.

9.04 *Disputes Between the Parties*

(a) **Group Grievance**

If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed there from in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.

(b) *Policy Grievance*

A "Policy Grievance" is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance, in writing, to the Director of Resident Care or Local Union President, by a representative of the aggrieved party within twelve (12) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

(c) If the policy grievance is an Employer grievance, it shall be directed to the President of the Union or her/his designate and the President or her/his designate shall render a written reply within seven (7) days of receipt. Upon receipt of response, or failure to reply, the Employer may advance the grievance to Arbitration.

9.05 *Default*

(a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance shall be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limits.

- (b) Should the Employer fail to comply with any time limit in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limits.

#### 9.06 *Grievance Mediation*

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one jointly selected mediator shall meet with the parties and within five (5) days of the request,

- (a) investigate the dispute;
- (b) define the issue(s) in dispute; and
- (c) make written recommendations to resolve the dispute.

During the proceedings, the parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute, and as such, are privileged. The fees and expenses of the mediator shall be borne equally by the parties to the dispute.

### **ARTICLE 10: ARBITRATION**

10.01 Either of the parties wishing to submit a grievance to arbitration shall notify the other party in writing to its intention to do so; and

- (a) Name its appointee to the Arbitration Board; or
- (b) State its desire to meet to consider the appointment of a single arbitrator.

10.02 Within seven (7) days after receipt of notification provided for in Article 10.01 above, the party receiving such notice shall:

- (a) Inform the other party of the name of its appointee to an Arbitration Board; or
- (b) Arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

10.03 Where appointees to a Board have been named by the parties, they shall, within seven (7) days, endeavor to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.

10.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the

- parties within twenty-one (21) days and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within fourteen (14) days after the completion of the hearing.
- 10.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.
- 10.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator or Board may substitute any penalty for the discharge or discipline that to the arbitrator or Board seems just and reasonable in all the circumstances.
- 10.07 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- 10.08 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 10.09 For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18.

#### **ARTICLE 11: PROBATIONARY PERIOD**

- 11.01 A new Employee shall serve a probationary period of five hundred and three point seven-five (503.75) hours worked. With the written agreement of the Union, the Employer may extend an Employee's probationary period for up to an additional five hundred and three point seven-five (503.75) hours. If a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.
- 11.02 Subject to Article 11.01, the will endeavor to provide a performance evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of the Employee's probationary period. If there is no written performance evaluation, an Employee's performance is deemed to be satisfactory.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. This orientation shall include general facility orientation. Where the Employee will be on

rotating shifts, the first two (2) shifts on days, evenings, and nights shall be under guidance and supervision. Any further orientation required shall be determined by the Employer, in consultation with the Employee.

## **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 in direct nursing care or community health nursing; 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 determine:
- (a) Assignment of available shift schedules for Regular Employees with the same FTE in the work unit as defined under Article 2 and subject to the provisions of Article 7;
  - (b) Promotion 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; and
  - (d) Approval of vacation times subject to the provisions specified in Article 17;
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) When an Employee's employment ceases with the Employer;
  - (b) Upon the expiry of 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.

- (d) Notwithstanding Article 12.03(a), an Employee who has resigned from employment with the Employer but who returns to work for the Employer other than on a casual basis within six (6) months of the resignation, shall retain her/his seniority.

#### 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) annually thereafter, and
- (iii) when Employees have been served a notice pursuant to the provisions of Article 15.01(a) or 15.02(b).

- (b) Contents of Seniority Lists

The seniority list shall contain the name and seniority date of each regular and temporary Employee in chronological order.

- (c) Correction of Seniority Lists

The Union may question or grieve any inaccuracy within three (3) months of receiving the list. The seniority list will be adjusted accordingly.

- (d) 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.

### **ARTICLE 13: PERFORMANCE APPRAISALS**

- 13.01 (a) Each Employee shall receive a yearly evaluation.

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

- 13.02 (a) All performance appraisals shall be in writing and shall be done by the Employee's immediate supervisor.
- (b) Meetings for the purpose of the evaluation interviews shall be scheduled by the Employer with reasonable advance notice which shall not be less than twenty-four (24) hours. At the interview the Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation interview. The Employee shall sign her/his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the interview and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03 (a) The Employee may view her/his personnel file by appointment made at least two (2) working days in advance, exclusive of Saturdays, Sundays, and Named Holidays.
- (b) When examining her/his file, an Employee may, at her/his option, be accompanied by a Union representative of her/his choice.
- (c) An Employee shall be given a copy of the contents of her/his personnel file upon request, once in a calendar year or as reasonably needed; provided that she or he first pays to the Employer a fee to cover the 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.
- 13.05 Performance Appraisals are not grievable.

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

- 14.01 (a) The Employer shall post notices of vacancies for all regular and temporary positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) 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 and the current Shift pattern; and
  - (iii) For temporary positions, the notice of vacancy shall also indicate the expected term.

- (c) When circumstances require the Employer to fill a vacancy before the expiration of seven (7) calendar days, the appointment shall be made on a temporary or relief basis only.
  - (d)
    - (i) a temporary position is defined as a specific job of limited term exceeding three (3) months duration or a leave of absence granted for a period of longer than three (3) months.
    - (ii) temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.
    - (iii) at the completion of the term of a temporary position:
  - (e) A Regular Employee occupying a temporary position shall be reinstated in their former position.
  - (f) A Casual Employee occupying the position shall resume the terms and conditions of a Casual Employee at the completion of the temporary position.
  - (g) Vacancies shall be filled whenever possible from within the bargaining unit.
  - (h) Applications for vacancies shall be made to the Employer in writing.
- 14.02 In making promotions and transfers, the determining factors shall be skill, training, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.
- 14.03 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five (5) calendar days of the appointment.
- 14.04
- (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty-five and one-half (325 1/2) hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
  - (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
  - (c) Should the Employee fail to succeed during the trial period, the Employer shall reinstate the Employee in her/his former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to

which the Employee would be entitled had the Employee remained in her/his former position.

- 14.05 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of a promotion, transfer, or vacancy.
- 14.06 At the time of hire, or transfer, or change of category in accordance with Article 30.01, 30.02 or 30.03, all Employees shall receive a letter which shall include the following:
- (a) Category (Regular, Temporary or Casual);
  - (b) Classification;
  - (c) Number of hours per shift and shifts per shift cycle;
  - (d) Date of hire and transfer (if applicable); and
  - (e) Increment level.

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

##### 15.01 Notice

Wherever possible the Employer and the Union shall meet prior to a planned reduction in the workforce or a notification of position elimination. The purpose of this meeting is to inform the Union of the extent of the planned reduction or position elimination and discuss how the reduction or position elimination will take place, review the current seniority list, and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail who are laid off fourteen (14) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the fourteen (14) 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 or a work stoppage, fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof shall be paid to affected Employees.
- 15.02 (a) Subject to the provisions of Article 15.02(b), lay-off shall occur in reverse order of seniority.

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

#### 15.03 Displacement

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall 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, at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work.
- (b) The Employee must exercise the right to displace another Employee within forty-eight (48) hours, exclusive of Saturdays, Sundays or Named Holidays, of being notified of displacement, or take a vacant position within that time. If the Employee fails to exercise these rights within the time limit, she or he will be laid off.

#### 15.04 Recalls

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee has the ability to perform the work. Such recall shall apply only to work periods of longer than fourteen (14) calendar days duration.
- (b) When the work period is for a shorter duration, the Employer shall endeavor to offer such work to laid off Employees in order of their seniority provided the Employee has the ability to perform the work before offering the work to a casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of fourteen (14) calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by double registered mail or by courier to the last address of the Employee on the records of the Employer. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the date the letter was registered or delivered by courier.

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

#### 15.06 Benefits

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of a laid off Employee for a maximum of 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.

#### 15.07 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, and 14.
- (b) Where an Employee works while on lay-off in accordance with Article 15.04(b), the provisions of the Collective Agreement applicable to a casual Employee shall apply.
- (c) Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

### **ARTICLE 16: CHARGE PAY**

- 16.01 (a) When there are no out of scope nursing Managers in the facility for a consecutive time period of two (2) hours or more, the Employer shall designate a Registered Nurse/Registered Psychiatric Nurse to be in charge in the facility.
- (b) When an Employee who holds the position of a Staff Nurse is designated in charge, such Employee shall be paid an additional two dollars (\$2.00) per hour.
- (c) Basic orientation as defined in Article 11.03 of a new Employee shall be done by a more senior Registered Nurse.
- (d) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.

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

#### 17.01 *Definitions*

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the twelve (12) month period commencing on the first (1st) day of January in each calendar year and concluding on the last day of December that calendar year.

17.02 *Vacation Entitlement*

During each year of continuous employment, an Employee shall earn entitlement to a vacation with pay to be taken in the next following year as follows:

- (a) Staff Nurse
  - (i) during the first (1st) year of such employment, an Employee earns one (1) day per month of service to a maximum of ten (10) days; 4%
  - (ii) after more than one (1) year of employment, an Employee earns a vacation of two (2) calendar weeks; 6%
  - (iii) after more than four (4) years of employment, an Employee earns a vacation of three (3) calendar weeks; 8%
  - (iv) after more than six (6) years of employment, an Employee earns a vacation of four (4) calendar weeks; 10%
  - (v) after more than twelve (12) years of employment, an Employee earns a vacation of five (5) calendar weeks; 12%
- (b) Vacation pay will be paid out on June 15 and December 15 of each year. An Employee may request in writing to have holiday pay at any other time of the year.
- (c) A maximum of two (2) weeks vacation will be granted between June 15 and September 15. In special circumstances, a request may be considered. Documentation may be requested by the Employer.

17.03 *Time of Vacation*

- (a) All vacation earned during one (1) vacation year shall be taken by December 31<sup>st</sup> of the year in which they are earned, at a mutually agreeable time.
- (b) (i) The Employer shall post the vacation schedule planner by January 5<sup>th</sup> of each year. Where an Employee submits her/his vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30<sup>th</sup> of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.

- (ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall consider the request on a first come first served basis and indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.

17.04 The above provisions of sub-clauses 17.02(b) and 17.02(c) of Article 17: Vacations with Pay, shall be applicable up to, and including, December 31, 2010.

17.05 Payment of Vacation Pay:

17.02 (b) (i) A Regular Full-Time and Part-Time Employee shall be paid her/his vacation pay in accordance with the entitlement in sub-clause 17.02(a) based on her/his regularly scheduled hours at the time of their vacation and on the pay days coinciding with the period of vacation taken. Where a Part-Time Employee works additional straight time hours, vacation time for those additional hours worked shall be added to her/his vacation entitlement.

- (ii) A Temporary and Casual Employee shall be paid in addition to her/his Basic Rate of Pay the percentage identified below, commensurate with her/his entitlement, on each pay cheque:

|                  |                  |
|------------------|------------------|
| 10 days per year | 4% of basic pay  |
| 15 days per year | 6% of basic pay  |
| 20 days per year | 8% of basic pay  |
| 25 days per year | 10% of basic pay |
| 30 days per year | 12% of basic pay |

- (c) There shall be no carryover of vacations, except with the approval of the Employer. An Employee may not waive a vacation period in lieu of pay. The Employer and the Employee shall endeavor to mutually agree on the scheduling of untaken vacation. If the Employer and the Employee are unable to mutually agree, the Employer shall schedule vacation time off for an Employee who has not taken her/his required vacation period.
- (d) Where vacation periods have been approved to be carried over into the next year, they will be paid as per sub-clause 17.02(a) as a portion of the entitlement from the year in which they were carried forward from.
- (e) A maximum of two (2) weeks' vacation will be granted between June 15 and September 15. In special circumstances a

request may be considered. The Employer may request that an Employee provide documentation to the Employer.

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

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

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

and any day proclaimed to be a holiday by:

- (i) the Government of the Province of Alberta; or
- (ii) the Government of Canada, and
- (iii) any one (1) day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the facility is located.

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

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

18.03 (a) An Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (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) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay plus:

- (i) an alternate day off at a mutually agreed time; or
  - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
  - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
- (c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a)(i) and (ii) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06
- (a) Except for casual Employees, all Employees shall be so scheduled as to be provided with days off on four (4) week ends of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four (4) holidays shall be either Christmas or New Year's Day.
  - (b) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days off (i.e.: December 24 and 25; or December 25 and 26).
  - (c) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days off.
  - (d) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.
  - (e) Notwithstanding Article 18.06(a), except for casual Employees, all Employees shall be scheduled to work on at least four (4) week ends of the actual Named Holidays.

**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.
- (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 After 503.75 hours worked an Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1½) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Employees may be required to submit satisfactory proof to the Employer or its agent of any illness, non-occupational accident or quarantine. 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 one hundred and twenty (120) working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- 19.06 Should an Employee on vacation suffer from an illness or injury which results in hospitalization or which would otherwise have prevented the Employee from attending work for three (3) consecutive 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 but not exceeding ten (10) days provided that the Employee provides the Employer upon her/his return from vacation with satisfactory proof of hospitalization, illness or injury and its duration. At the Employee's option, vacation times not taken as a result may be rescheduled to a mutually agreeable time.
- 19.07 (a) An Employee who has been receiving Disability benefits and who is able to return to work and who is capable of performing the duties of her/his 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;
- (b) An Employee who does not qualify for LTDI benefits and who exhausts her/his 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) month notice of her/his intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.

- (c) Any Employee who is displaced because of the provisions of this Article shall be entitled to displacement rights as per Article 15.03.

- 19.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of her/his accrued sick leave credits.
- 19.09 Sick leave credits shall not accumulate during periods of illness or injury.
- 19.10 When an Employee is required to travel for the purposes of medical referral and/or treatment, the Employee shall have the right to utilize accumulated sick leave credits for such absence, provided the Employee has been given prior authorization by the Employer. The Employee may be required to submit satisfactory proof of such appointment.
- 19.11 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.

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

- 20.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall receive compensation benefits directly from the Worker's Compensation Board (WCB).
- (b) Employees will be eligible to apply for sick leave benefits in accordance with Article: 19 Sick Leave, during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:
- (i) the Employee has sick leave credits available; and
  - (ii) the Employee meets the eligibility requirements for sick leave as provided by Article 19 and;
  - (iii) the Employee assigns her/his WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out of sick leave, once the WCB claim is approved. The Employer will then reinstate the Employee's sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall

receive her/his benefits directly from the Workers' Compensation Board.

- 20.02 An Employee receiving compensation benefits under Clause 20.01 shall be deemed on Workers' Compensation leave and shall:
- (a) Remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
  - (b) cease to earn vacation after thirty (30) days of being in receipt of WCB;
  - (c) Not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
- 20.03 An Employee on Workers' Compensation leave 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 her/his former position, shall provide the Employer with twenty-eight (28) days written notice or such shorter period of notice mutually agreed to by the Employee and Employer. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by her/his immediately prior to the disability with benefits that accrued to her/his prior the disability.
  - (b) Incapable of performing the duties of her/his former position, but is capable of performing the duties of her/his former classification, shall notify within twenty-eight (28) days the Employer of her/his readiness to return to work. The Employer then reinstate her/his to a position for which she is capable of performing the work entailed, with benefits that accrued to her/his prior to the disability;
  - (c) Incapable of performing the duties of her/his former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article 21: Employee Benefit Plan, or Article 19: Sick Leave.
- 20.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 14: Appointments, Transfers and Promotions, Article 7: Hours of Work and Article 30: Regular Part-Time Employees.

#### **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) Health Organizations Benefit Plan Supplementary Benefits or equivalent
  - (i) vision care coverage providing for eye exams and up to three hundred dollars (\$300.00) per year per person for corrective lenses;
  - (ii) eighty percent (80%) provision for all physician or dentist prescribed medication;
- (b) Alberta Health Care Insurance Plan;
- (c) The Health Organizations Benefit Plan or equivalent, inclusive of:
  - (i) Group Life Insurance - 1X basic annual earnings rounded to next highest one thousand dollars (\$1,000);
  - (ii) Accidental Death and Dismemberment (basic) - 1X basic annual earnings rounded to next highest one thousand dollars (\$1,000);
  - (iii) Short-Term Disability (income replacement for a period of 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. The Short- Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness);
  - (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) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty percent (80%) of eligible Basic Services; fifty percent (50%) of eligible Major Services, and fifty percent (50%) of eligible Orthodontic Services. A maximum annual reimbursement of two thousand dollars (\$2,000) per insured person per benefit year shall apply to Major Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person.

21.02 Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by

the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

- 21.03 The premium costs shall be shared seventy percent (70%) by the Employer and thirty percent (30%) by the Employee.
- 21.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 21.05 (a) The Employer shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) The Employer shall advise the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01.
- 21.06 Such coverage shall be provided to regular and Temporary Employees except for:
- (a) A part-time Employee whose hours of work are less than fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (b) A temporary Employee who is hired to work for a position of less than six (6) months;

which Employees are eligible to participate only in Articles 21.01(a), 21.01(b) and Article 21.01(c)(v) above.

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

### 22.01 General Leave

Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

### 22.02 Bereavement Leave

- (a) Employees will be permitted up to four (4) consecutive calendar days of leave with pay for the scheduled workdays missed in the event of a death in the immediate family to attend the funeral. Immediate family means spouse, children, parents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, step-children, grandchildren, grandmother and grandfather. Bereavement leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral or at the discretion of the Employer.
- (b) In the event of a death of a relative other than those listed in Article 22.02(a) or the death of a close friend, the Employer may grant up to one (1) working

day off with pay to attend the funeral services, or at the discretion of the Employer.

#### 22.03 Maternity Leave

- (a) Maternity leave applies to an Employee who has completed her/his probationary period,
- (b) Unless mutually agreed otherwise, the period of maternity leave is for up to twelve (12) months.
- (c) Upon written advance notice of at least two (2) weeks, where possible, an Employee is entitled to commence maternity leave twelve (12) weeks before the estimated date of delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.
- (d) The Employee will give the Employer at least four (4) weeks written notice of readiness to return to work. The Employer will reinstate the Employee into the same position held by her/his prior to taking maternity leave. If that is not possible, the Employer will provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits accrued to her/his up to the date she commenced maternity leave.
- (e) Maternity leave is without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health related reason where the Employee will be treated the same as an Employee who is on sick leave, EI SUB plan benefits or disability benefits.

#### 22.04 Adoption/Paternity Leave

- (a) An Employee who has completed her/his probationary period shall, upon written request, be granted leave without pay and benefits for up to twelve (12) 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 her/his or him 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 leave commenced.
- (b) The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

- (c) The Employee may commence paternity leave with seven (7) days notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.

#### 22.05 Educational Leave

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

#### 22.06 Court Appearance

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of the Employee's employment with the Employer, the Employee shall:
  - (i) suffer no loss of regular earnings for the scheduled shift(s) so missed;
  - (ii) be paid an amount equal to the Employee's average daily earnings at the Basic Rate of Pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7.
- (b) In the event an Employee is scheduled to work on the evening or night shift(s) on the day(s) or the night shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence for those scheduled shift(s).
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

#### 22.07 Terminal Care Leave

- (a) An Employee with qualified relative in the end stage of life shall be entitled to leave of absence without pay for a period up to six (6) months. Qualified relatives means a spouse, children, parents, brother, sister, step-parents, step-children, grandchildren, grandmother and grandfather.

- (b) Employee's on terminal care leave may choose to keep full benefits at their own cost. The Employee shall be responsible to complete the proper documentation related to the benefits and to leave the necessary post dated cheques with the Employer prior to going on leave.
- (c) Seniority shall not be considered broken and the Employee shall retain their seniority.

#### 22.08 Special Leave

- (a) Each regular and Temporary Employee shall be entitled to up to two (2) but not consecutive special leave days per calendar year, without loss of pay as result of attending to the health needs of members of immediate family or for any other pressing necessity.
- (b) Special Leave shall only be granted when the Employee is unable through other means to change the time they need to be in attendance or to arrange in advance time off through shift trades, time off in lieu or vacation.
- (c) Satisfactory proof of the particular circumstance shall be provided to the Employer.

#### 22.09 General Policies Governing Leaves of Absence

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Where an Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 21, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) With the exception of a leave of absence for Union business, and the health related portion of maternity leave, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) During an Employee's Leave of Absence, the Employee may work as a casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

- (f) An Employee, upon return to work from a leave of absence of six (6) months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

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

- 23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within twelve (12) days excluding weekends and named holidays 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 twelve (12) days excluding weekends and named holidays 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 twelve (12) days excluding weekends and named holidays 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 *Removal of Disciplinary Records*
- (a) At the expiry of two (2) years of continuous service from the date the disciplinary measure was invoked, the Employer shall remove the record of the disciplinary action from the Employee's personnel file upon the written request from the Employee.
- (b) At the time of any performance evaluation within the two (2) years, and at the discretion of the Employer, the letter of warning placed in the Employee's

personnel file may be removed. The decision of the Employer to not remove the letter shall not be grieved by the Employee.

- (c) The Employer shall confirm in writing to the Employee that the Employee's personnel file has been cleared of the relevant record as per Article 23.04 (a) or (b).

- 23.05 Where an Employee is on medical leave at the time of an investigation, the twelve (12) days limitation prescribed by Article 23 may be extended, by mutual agreement, until such time the Employee is able to return to work.
- 23.06 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.07 The Employer shall schedule an investigative and/or disciplinary discussion with the Employee by giving reasonable advance notice which, unless a resident safety is in jeopardy as a result of the Employee's action or inaction, shall not be less than twenty-four (24) hours. At the time of scheduling the said meeting, the Employer shall advise the Employee that he/she may be accompanied by a Union Representative.
- 23.08 In the event that an Employee is reported to her/his licensing body by the Employer, the Employee shall be so advised and a written copy shall be forwarded to the Union forthwith.
- 23.09 An Employee absent for three (3) consecutive scheduled workdays without good and proper reason and without notifying the Employer shall be considered to have terminated her/his services with the Employer.
- 23.10 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.11 Twenty-eight (28) calendar days notice in writing shall be given by the Employee who resigns.

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

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

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

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

- 25.02
- (a) Employees are paid bi-weekly. Payment of wages is by cheque or by direct deposit and pay information shall remain private. An Employee is required to notify the Employer of any errors on a cheque or direct deposit record as soon as possible.
  - (b) Subject to Article 27.01, during the first year of employment, Employees are required to work one thousand nine hundred and twenty point seven five (1920.75) regular hours of work in order to advance to the next increment step on the pay scale and a further one thousand seven hundred and fifty six (1756) regular hours of work for each next increment. On a regular basis the Employer shall provide Employees with the cumulative hours worked.
  - (c) The Employee's payroll cheque stub shall display the purpose and amount of each item of income and the amount of each deduction.
- 25.03(A) Upon obtaining designation as an Alberta RPN:
- (a) A newly graduated nurse shall be paid the rate applicable to a RPN, retroactive to the date of successfully writing her/his registration examinations or the Employee's most recent date of employment, whichever is later; and
  - (b) In all other cases, a nurse who is not registered in Alberta on her/his date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a RPN, retroactive to the date of providing the Employer with proof of application for Alberta registration or the Employee's most recent date of Employment, whichever is the later.
- 25.03(B) Upon becoming registered by CARNA, a Temporary Permit Holder:
- (a) If newly graduated from an approved School of Nursing in Alberta having completed a basic nursing education program or one who has satisfied the Nursing Education Program Advisory Board that the Employee has completed a training program subsequently equivalent to the basic nursing education program offered by an approved School of Nursing in Alberta, shall be paid the rate applicable to a RN, retroactive to the date of successfully writing her/his registration examinations or the Employee's most recent date of employment, whichever is later; and
  - (b) In all cases a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the Nursing Profession Act and Regulations and who subsequently qualifies to have her/his name entered into the register of RN, shall be paid for time worked after their most recent date of employment, at the rate applicable to a RN. Such payment will be 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.

- 25.04 An Employee may request and shall be given information related to sick leave, vacation, overtime accumulation and days in lieu of Named Holidays. The Employer will provide this information within five (5) working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employers information system.
- 25.05 Any Employee who has been receiving a higher Basic Rate of Pay than provided for in this Collective Agreement shall retain the same higher rate of pay and shall remain at this higher Basic Rate of Pay until the number of hours required for the next increment under Article 25.05 has been completed.
- 25.06 The Employer shall issue cheques and/or slips in a manner which holds the Employees information private and confidential.

#### **ARTICLE 26: EDUCATIONAL ALLOWANCES**

- 26.01 (a) For the purpose of establishing an Employee's Basic Rate of Pay, the Employer will recognize courses, diplomas and degrees relevant to RN or RPN practice offered by bona fide post secondary educational institutions.

| <b>Course/Certificate</b> | <b>Hourly Allowance</b> |
|---------------------------|-------------------------|
| Gerontology Certificate   | \$ 0.50                 |

- (b) The allowances for a clinical course are payable only when the course is applicable to the position held by the Employee.
- (c) Educational allowances shall be paid from the date the Employee provides proof of qualifications to the Employer and retroactive to the date the Employee completed the requirements for the qualification or from the date of hire whichever is later.

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

- 27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:
- (a) Experience prior to a five (5) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.
- (c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past 12 months, the Employer may recognize experience that is more than five (5) years old.

- 27.02 Additional time worked, measured in monthly units and not credited for purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.
- 27.03 The Employer shall recognize service with any Employer with a bargaining relationship with the United Nurses of Alberta provided that the Collective Agreement with that Employer contains a reciprocal clause and that the new Employee provides the Employer with a Letter of Portability.

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

28.01 *Shift Premiums*

(a) **Evening Premium**

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 the hours worked fall between seventeen hundred (1700) hours and twenty three hundred (2300) hours; or
- (ii) to Employees for all overtime hours worked between seventeen hundred (1700) hours and twenty three hundred (2300) hours, whether the Employees have waived the overtime or not.

(b) **Night Premium**

A Shift differential of five dollars (\$5.00) per hour shall be paid:

- (i) to Employees working a shift where the majority of the hours fall between twenty three hundred (2300) hours and seven hundred (700) hours; or
- (ii) to Employees for all overtime hours worked between twenty three hundred (2300) hours and seven hundred (700) hours, whether the Employees have waived the overtime or not.

(c) **Weekend Premium**

A Weekend premium of three dollars and twenty-five cents (\$3.25) per hour is payable to all Employees for each hour worked after seventeen hundred (1700) hours on a Friday and seven hundred (700) hours on a Monday.

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

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

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

- 29.01 (a) The Employer shall offer a supplementary pension plan in the form of a Registered Retirement Saving Plan to regular Employees who's contribution will be on a voluntary basis. Regular Employees shall have the right to contribute up to three percent (3%) of their regular earnings. The Employer shall match the Employees' contributions into the RRSP until December 31<sup>st</sup> of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP.
- (b) A regular Employee who, by virtue of his or her age, no longer qualifies under 29.01(a), shall receive an additional 2% of her or his regular earnings.
- (c) "Earnings" as defined in 29.01(b) above, will include WCB earnings until such time that the Employee exhausts his or her sick leave credits and is deemed to be on sick leave without pay.

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

#### **30.01 Part-time Employees**

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

(a) *Hours of Work*

Amend Article 7.01(a) to read:

- "7.01(a)(i) regular hours of work for part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for full-time Employees. They may be less than seven point five (7.50) hours per day and in any event, shall be less than seventy-five (75.0) hours in a two (2) week period averaged over one (1) complete cycle of the shift schedule.
- (ii) notwithstanding the foregoing, where mutually agreed, a part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) at time of hire or transfer, the Employer shall state in writing a specific number of hours per shift and shifts per shift cycle which shall constitute the regular hours of work for each part-

time Employee. Such hours and shifts shall not be altered except by mutual agreement between the Employer and the Employee or by the operation of the provisions of this Collective Agreement.

- (iv) a part-time Employee may work shifts in addition to those specified in Article 30.01, except that no Employee shall be permitted to work in excess of twelve (12) shifts per two (2) week period.
- (v) where a part-time Employee volunteers or agrees, when requested, to work additional shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's basic rate for hours worked up to seven point five (7.50) hours in a day and the applicable overtime rate for those hours worked in excess of seven point five (7.50) hours in a day.
- (vi) where the Employer requires a part-time Employee to work without the Employee having volunteered or agreed to do so or on her/his scheduled day of rest, the Employee shall be paid the applicable overtime rate for work performed."

(b) *Shift Schedules*

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

"7.02 (a) Except by mutual agreement between the Employee and the Employer, shift schedules shall provide for:

- (i) at least fifteen point five (15.5) hours off duty between shifts;
- (ii) an average of at least two (2) days per week, shall be scheduled as designated days of rest, except that Employees with less than a point six (.6) FTE shall have at least two (2) consecutive designated days of rest per two (2) week period.
- (iii) not more than six (6) consecutive scheduled days of work;
- (iv) designated days of rest to occur 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 the period from Saturday and the following Sunday

assuring a minimum of fifty six (56) hours off duty;”

(c) *Increment Accrual*

- (i) part-time Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seventy five (1920.75) regular hours of work for the second increment and every one thousand seven hundred and fifty six (1756) regular hours of work thereafter to the maximum increment granted full-time Employees.
- (ii) for part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one (1) month, periods of sick leave with pay and while in receipt of Workers’ Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).
- (iii) for part-time Employees, educational leave up to twenty-four (24) months shall be considered as hours worked for the purpose of calculating increments in accordance with Article 30.01(c)(i).

(d) *Vacations with pay*

- (i) Amend Article 17.02 to read:

17.02 (a) Only those hours of work paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of seven point five (7.50) hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.

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

- (i) four percent (4%) during the first (1st) employment year;
- (ii) six percent (6%) after one (1) employment year;
- (iii) eight percent (8%) after four (4) employment years;

- (iv) ten percent (10%) after six (6) employment years;
- (v) twelve percent (12%) after twelve (12) employment years.

(e) *Named Holidays*

Amend Article 18 to read:

- 18.03 (a) A Part-time Employee required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) the Employee's Basic Rate of Pay for work performed up to seven point five (7.50) hours. Two and a half times (2 1/2X) the Employee's Basic Rate of Pay shall be paid for work in excess of seven point five (7.50) hours on such day.
- (b) Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to four point six percent (4.6%) of their regular earnings in lieu of Named Holidays.

(f) *Sick Leave*

Amend Article 19.02 to read:

"19.02 After 503.75 hours worked an Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, pro-rated on the basis of the regularly scheduled hours worked by the part-time Employee in relation to the regularly scheduled hours for a full-time Employee."

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) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per shift and shifts per shift cycle which shall constitute the regular hours of work for the position. Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.

- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of her/his employment pursuant to Article 30.02(b).

### 30.03 **Casual Employees**

Except as modified in this Article, all provisions of the Collective Agreement shall apply to Casual Employees except that Articles 7.01(a), 7.02, 7.03, 7.04, 12, 15, 17, 18, 19, 20, 21 and 22 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 14.01(c), 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 2.04(b)(ii) and (iii) the scheduling provisions of Article 7 shall apply.
- (iv) in the event that a casual Employee reports to work as scheduled or called and the Employer cancels the Employee's shift, the Employee shall be paid three (3) hours' pay at the Employee's Basic Rate of Pay.

#### (b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of one thousand nine hundred and twenty point seventy five (1920.75) regular hours of work for the second increment and every one thousand seven hundred and fifty six (1756) regular hours of work thereafter to the maximum increment granted full-time Employees.

#### (c) Vacation

In the case of casual Employees, amend Article 17 to read:

- “17.02 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
  - (i) four percent (4%) during the first (1st) employment year;
  - (ii) six percent (6%) after one (1) employment year;

- (iii) eight percent (8%) after four (4) employment years;
- (iv) ten percent (10%) after six (6) employment years;
- (v) twelve percent (12%) after twelve (12) employment years.

(b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.”

(d) Named Holidays

Amend Article 18 to read:

18.03 (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 seven point five (7.50) hours. Two and a half times (2½X) the Employee’s Basic Rate of Pay shall be paid for work in excess of seven point five (7.50) hours on such day.

(b) Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to four point six percent (4.6%) of their regular earnings in lieu of Named Holidays.

(e) Worker’s Compensation

Amend Article 20

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

**ARTICLE 31: IN-SERVICE PROGRAMS**

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

(b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the Basic Rate of Pay for attendance.

(c) The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

(i) CPR – Level C

- (ii) Fire, Evacuation and Disaster Procedure
  - (iii) Proper Lifting and Prevention of Back Injuries
  - (iv) WHMIS
  - (v) PPICA
  - (vi) First Aid for the Choking Adult
- (d) Employees who attend non-compulsory in-service shall be paid at the Basic Rate of Pay for the duration of the in-service.

31.02 Professional Development Days

- (a) The Employer will pay for course cost and hours, at the Employee's Basic Rate of Pay, for up to two (2) days per year for each Employee.
- (b) 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.

31.03

- (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) \$200 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year. If an Employees' Professional College has an Employee complete an Education Profile the Employee will provide it to the Employer on or before September 30<sup>th</sup> of each registration year.
- (b) Regular hours actually worked in clause (a) includes:
  - (i) Leaves of absence for Union or Local business;
  - (ii) Other leaves of absence of one (1) month or less;
  - (iii) Time on sick leave with pay;
  - (iv) Absences while receiving Worker's Compensation; and
  - (v) Educational leave up to twenty-four (24) months.
- (c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:
  - (i) The CARNA,
  - (ii) The College of Registered Psychiatric Nurses of Alberta; or
  - (iii) Any alternative Professional College acceptable to the Employer.

**ARTICLE 32: PROFESSIONAL RESPONSIBILITY COMMITTEE**

- 32.01 (a) The Professional Responsibility Committee shall be composed of two (2) representatives and an alternate of each party. A voting Chair shall be elected from the Committee. Proper terms of references shall be established at the first Committee meeting and shall be review able annually.
- (b) The functions of the Committee are:
- (i) to improve the working environment through an exchange of knowledge and information;
  - (ii) to provide a method by which to resolve matters of either party's concern relative to resident care including staffing issues;
  - (iii) to examine and make recommendation regarding the concerns of Employees relative to resident care including staffing issues.
- 32.02 The Committee shall meet monthly at a regular appointed time.
- 32.03 The Committee will not have the jurisdiction over any matter contained in this Agreement including its administration or re-negotiation, and the Union shall not grieve any decision or conclusion reached in discussion by the Professional Responsibility Committee.
- 32.04 Agenda for each meeting will be circulated by the chair prior to each meeting. Minutes of the meeting will be kept by a duly appointed Committee Member and shall outline agreed resolutions. The minutes shall be approved by both parties prior to the next meeting and posted on the United Nurses of Alberta bulletin board. Unresolved items from previous meeting will be highlighted and reviewed.
- 32.05 To prevent misunderstanding and assure all issues are addressed, resolutions and recommendations must be communicated in writing by the Professional Responsibility Committee or may be included in the minutes.
- 32.06 When an item is unresolved for more than three (3) regular meetings, the Professional Responsibility Committee shall have the right to present their concerns to the Chief Executive Officer of Venta. The Chief Executive Officer shall meet with the Committee and shall reply in writing to the Committee within thirty (30) days. Should the Chief Executive Officer's response not be satisfactory to the Committee, the Union shall request a meeting with the Chief Executive Officer and Chief Executive Officer of Venta shall reply in writing to the Union within seven (7) working days of the date of their meeting.
- 32.07 An Employee attending Professional Responsibility Committee meetings shall be paid her/his Basic Rate of Pay for such attendance.

**ARTICLE 33: OCCUPATIONAL HEALTH AND SAFETY**

- 33.01 (a) The Employer agrees to maintain an Occupational Health & Safety Committee which shall be composed of representatives of the Employer, and the Union and may include other Employees representing each functional department.
- (b) The number of Employer representatives shall not be more than fifty percent (50%) the total number of the Occupational Health and Safety Committee members.
- 33.02 The Committee shall meet monthly at a regular scheduled time or more often at the call of the Chair.
- 33.03 Minutes of the meeting shall be kept by a duly appointed Occupational Health & Safety Committee member and shall be received by the Employer, the Union and all other department representatives prior to the next meeting.
- 33.04 (a) The purpose of the Occupational Health and Safety Committee is to consider and make recommendations in such matters as Occupational Health and Safety in the work place.
- (b) The Occupational Health and Safety Committee shall also consider measures necessary regarding the security of each Employee on the Employer's premises and may make recommendations to the Employer.
- 33.05 An Employee attending Occupational Health and Safety Committee meetings shall be paid at her/his Basic Rate of Pay.
- 33.06 (a) The Employer shall have in place a harassment policy which shall be reviewed annually by the Occupational Health and Safety Committee.
- (b) There shall be a policy supporting a zero tolerance of staff abuse which shall be reviewed annually by the Occupational Health and Safety Committee.
- 33.07 In the case of an individual complaint, if an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded to the Occupational Health and Safety Committee in the form of a written complaint.
- 33.08 Where an Employee requires a specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost to the Employee.

**ARTICLE 34: JOB DESCRIPTION**

- 34.01 The Employer shall prepare a job description for each position within the bargaining unit and make it available to each Employee upon request.

**ARTICLE 35: COMMITTEE PARTICIPATION**

35.01 Except as otherwise provided in this Collective Agreement, an Employee (or the Employee’s alternate) who is a member and is required by the Employer 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 36: COPIES OF THE COLLECTIVE AGREEMENT**

36.01 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. The Collective Agreement shall be printed in booklet form by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.

36.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon hiring.

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

|             |             |
|-------------|-------------|
| _____       | _____       |
| _____       | _____       |
| _____       | _____       |
| _____       | _____       |
| _____       | _____       |
| _____       | _____       |
| _____       | _____       |
| (Employer)  | (Local)     |
| Date: _____ | Date: _____ |

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**VENTA CARE CENTRE**  
**AND**  
**UNITED NURSES OF ALBERTA, LOCAL #226**  
**RE: RETENTION OF EXPERIENCED EMPLOYEES**

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

1. Retention Recognition

- (a) In addition to the rates of pay specified in the Salary Appendix, Employees with 20 or more calendar years of nursing service shall receive a 1% Long Service Pay Adjustment (LSPA). This shall form part of the Employee's Basic Rate of Pay.
- (b) Calendar years of nursing service to determine eligibility for the LSPA will be based upon the calendar years registered with any nursing licensing body.
- (c) Within 90 days of:
  - (i) date of employment; or
  - (ii) achieving 20 calendar years of nursing service;

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**VENTA CARE CENTRE**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #226**

**RE: SEVERANCE**

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:
  - (a) 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 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 1711.5 hours worked at the Basic Rate of Pay to a maximum of 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.
3. A Regular Employee who has received layoff notice in accordance with Article 15: Layoff and Recall and for whom no alternate vacant position is available, shall have the option to select either of:
  - (a) Layoff with recall rights as specified in Article 15: Layoff and Recall of the Collective Agreement; or
  - (b) Severance in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who receives notice of layoff shall have 14 calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who

does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 15: Layoff and Recall of this Collective Agreement.

7.
  - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
  - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2017, or upon the date of ratification of the next Collective Agreement, whichever is later.

**LETTER OF UNDERSTANDING****BETWEEN****VENTA CARE CENTRE****AND****UNITED NURSES OF ALBERTA, LOCAL #226****RE: 2013-2016 LUMP SUM PAYMENTS**

1. 2013 Lump Sum
  - (a) The \$2,000 amount of the lump sum is for Regular and Temporary Full-time Employees.
  - (b) For Part-time and Casual Employees, the \$2,000 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2013 and March 31, 2014 to the full-time hours of work at their home site, to a maximum of \$2,000.
  - (c) For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
    - (i) Leaves of absence for Union and Local business;
    - (ii) Other leaves of absence of one (1) month or less;
    - (iii) Time on sick leave with pay;
    - (iv) Absences while receiving Workers’ Compensation; and
    - (v) Educational leave up to 24 months.
  - (d) The Employee’s status shall be based on their status on the date of ratification.
  - (e) All amounts are subject to applicable deductions.
  - (f) Such lump sum payments shall not be pensionable.
  - (g) The Employer shall pay the lump sum within 90 days from the date of ratification of the Collective Agreement.
2. 2014-2015 and the 2015-2016 Lump Sum Payments
  - (a) The \$500 amount of the lump sum is for Regular and Temporary Full-time Employees.

- (b) For Part-Time and Casual Employees, the \$500 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2014 and March 31, 2015 (or April 1, 2015 and March 31, 2016, as the case may be) to full-time hours of work at their home site, to a maximum of \$500.
- (c) For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
  - (i) Leaves of absence for Union and Local business;
  - (ii) Other leaves of absence of one (1) month or less;
  - (iii) Time on sick leave with pay;
  - (iv) Absences while receiving Workers’ Compensation; and
  - (v) Educational leave up to 24 months.
- (d) The Employer shall pay the lump sum semi-annually, with half being paid on the first pay day following the pay period which includes September 30, and half being paid on the first pay day following the pay period which includes March 31.
- (e) Employees who commence employment or change her or his employment category within one (1) of the defined qualifying periods shall have their entitlement prorated.
- (f) Employees terminating employment shall be entitled to the lump sum payment prorated for the period up to and including the date of termination.
- (g) All amounts are subject to applicable deductions.
- (h) Such lump sum payments shall not be pensionable.



**SALARY APPENDIX**Registered Nurse  
Registered Psychiatric Nurse

|              | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| July 1, 2012 | 34.32         | 35.65         | 36.97         | 38.28         | 39.62         | 40.91         | 42.24         | 43.51         | 45.06         |
| 01-Apr-14    | 35.00         | 36.34         | 37.69         | 39.04         | 40.39         | 41.72         | 43.07         | 44.35         | 45.93         |
| 1% LSPA Rate | 35.35         | 36.70         | 38.07         | 39.43         | 40.79         | 42.14         | 43.50         | 44.79         | 46.39         |
| 01-Apr-15    | 35.78         | 37.16         | 38.54         | 39.91         | 41.30         | 42.66         | 44.04         | 45.35         | 46.96         |
| 1% LSPA Rate | 36.14         | 37.53         | 38.93         | 40.31         | 41.71         | 43.09         | 44.48         | 45.80         | 47.43         |
| 01-Apr-16    | 36.86         | 38.28         | 39.69         | 41.11         | 42.54         | 43.94         | 45.37         | 46.71         | 48.37         |
| 1% LSPA Rate | 37.23         | 38.66         | 40.09         | 41.52         | 42.97         | 44.38         | 45.82         | 47.18         | 48.85         |

Certified Graduate Nurse  
Graduate Nurse – Temporary Permit Holder  
Graduate Psychiatric Nurse

|              | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| July 1, 2012 | 31.41         | 32.32         | 33.07         | 33.66         | 34.20         | 34.91         | 36.01         | 37.07         | 38.37         |
| 01-Apr-14    | 32.02         | 33.01         | 33.70         | 34.31         | 34.85         | 35.59         | 36.72         | 37.78         | 39.11         |
| 1% LSPA Rate | 32.34         | 33.34         | 34.04         | 34.65         | 35.20         | 35.95         | 37.09         | 38.16         | 39.50         |
| 01-Apr-15    | 32.74         | 33.75         | 34.46         | 35.08         | 35.64         | 36.39         | 37.55         | 38.63         | 39.99         |
| 1% LSPA Rate | 33.07         | 34.09         | 34.80         | 35.43         | 36.00         | 36.75         | 37.93         | 39.02         | 40.39         |
| 01-Apr-16    | 33.72         | 34.76         | 35.49         | 36.14         | 36.71         | 37.48         | 38.67         | 39.79         | 41.19         |
| 1% LSPA Rate | 34.06         | 35.11         | 35.85         | 36.50         | 37.08         | 37.86         | 39.06         | 40.19         | 41.60         |

## Undergraduate Nurse

|           |       |
|-----------|-------|
| 01-Jul-12 | 26.28 |
| 01-Apr-14 | 26.82 |
| 01-Apr-15 | 27.42 |
| 01-Apr-16 | 28.24 |