

COLLECTIVE AGREEMENT

BETWEEN

CLUB SIERRA LIFESTYLES AT RIVERRIDGE INC.

AND

UNITED NURSES OF ALBERTA LOCAL 402

FOR THE PERIOD

JULY 1, 2014 - JUNE 30, 2017

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COLLECTIVE AGREEMENT MADE THIS _____, 2015.

BETWEEN

CLUB SIERRA LIFESYLES AT RIVERRIDGE INC.

AND

**UNITED NURSES OF ALBERTA, LOCAL #402
(ON BEHALF OF EMPLOYEES WHEN EMPLOYED IN DIRECT NURSING CARE
OR NURSING INSTRUCTION THEREIN)**

PREAMBLE

WHEREAS the parties acknowledge that the primary purpose of the Employer and Employees is to provide quality resident/client/patient care and to protect the interests of residents, Employees and the community. We 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 which directly impacts the quality of patient/resident/client care, the parties shall endeavour to find resolution to issues of mutual concern 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, The Parties Hereto Agree As Follows:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from the date upon which the United Nurses of Alberta Local #402 and Club Sierra Lifestyles at RiverRidge Inc., exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including June 30, 2017, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.
- 1.03 Except as specifically provided herein, all monetary provisions in this Collective Agreement shall be retroactive to July 1, 2014.

ARTICLE 2: DEFINITIONS

- 2.01 “General Manager” means the Chief Operating Officer responsible for the day to day activities of the Facility.
- 2.02 “Arbitration” shall take meaning from the section of the *Labour Relations Code* R.S.A.2000, c. L-1 and Regulations, dealing with the resolution of a difference.
- 2.03 “Basic Rate of Pay” shall mean the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.
- 2.04 “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 full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than twelve (12) months; or
 - (ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or

- (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.05 “Employer” shall mean “Club Sierra at RiverRidge Inc.” and include such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the facility.
- 2.06 (a) “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurses Roster and who holds an annual or temporary permit pursuant to the Health Professions Act, R.S.A. 2000, c. H-7 and Regulations.
- (b) “Graduate Nurse – Temporary Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.
- (c) “Graduate Psychiatric Nurse” means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Health Professions 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 nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.
- 2.07 “Registered Nurse” means a person who has been issued a certificate of registration as a registered nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.08 “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.
- 2.09 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.10 “Union” shall mean the United Nurses of Alberta Local which is party to this Agreement.
- 2.11 The singular shall mean the plural and vice versa as applicable.
- 2.12 “Gross Earnings” shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 2.13 “Cycle of the Shift Schedule” means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term

“cycle of the shift schedule” shall be understood to mean a period of time not exceeding 12 weeks.

2.14 “FTE” means full-time equivalent.

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. The Employer agrees to recognize the duly elected or appointed representatives of the Union.

3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement, unless the Union and the Employer mutually agree otherwise.

3.03 A request by an Employee for Union representation at any meeting with the Employer shall not be denied. However, no meeting shall be delayed as a result of the unavailability of a Union representative.

3.04 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

3.05 Where a provision of the Collective Agreement refers to a requirement for some form of communication to the Union or Local to be in writing, such requirement is satisfied by the provision of such in an electronic form.

ARTICLE 4: MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;

- (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause.

4.02 The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

5.01 (a) The Employer shall deduct from the gross earnings 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 15th day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the amounts of union dues deducted and gross earnings of each Employee. Such lists shall indicate newly hired and newly terminated Employees.

(b) The Employer shall provide to the Union on a monthly basis, in an electronic format, a listing(s) of Employees specifying the following:

- (i) Name of Employee;
- (ii) Classification;
- (iii) Category (Regular, Temporary, Casual); including Employees on recall;
- (iv) Full-time equivalency;
- (v) Address;
- (vi) For regular and temporary Employees, their seniority date, for casual Employees, their date of hire within the bargaining unit.
- (vii) Basic Rate of Pay;
- (viii) Long-Term absence status (where applicable)

and, unless already provided, a separate listing of all casual Employees including the name of the Employee and date of hire. Long-Term absences shall mean any absence exceeding six (6) months in duration.

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

- 5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01 above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.
- 5.04 The Employer shall provide 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 15 minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
 - (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
- (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.
 - (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Officers of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied.
 - (c) Excluding those Employees on a full time union leave, time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer within 14 days of receipt of the invoice for the total cost of the absence, plus a fifteen percent administration fee.
- 5.07 The Employer recognizes that a Union Representative will be entitled to assist an Employee in the processing of any grievances reasonably raised under the provisions of this Collective Agreement without loss of pay while on her or his scheduled shift.
- 5.08
- (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional Association) \$250.00 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year. Reimbursement will be within 30 days of submission of the request for reimbursement.
 - (b) Regular hours actually worked in clause (a) includes:
 - (i) Leaves of absence for Union 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 24 months.
- (c) Professional Association dues means dues paid to those who, at the beginning of the next registration year have active registration with either:
- (i) The College and Association of Registered Nurses of Alberta
 - (ii) The College of Registered Psychiatric Nurses Association of Alberta,
or
 - (iii) Any alternative Professional Association acceptable to the Employer.

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 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 seven five (7.75) consecutive hours per day;
 - (ii) 36.81 hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working shift of seven point seven five (7.75) hours; or

- (ii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half shift of not less than four (4) hours; and
 - (iii) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
 - (iv) The meal and rest period commences when an Employee leaves her or his work activities and ceases when the Employee returns.
- (c) If an Employee is recalled to duty during her or his meal period or rest period the Employee shall be given a full meal period or rest period later in the Employee's shift, or, where that is not possible, be paid for the meal period or rest period, provided the Employee has obtained prior approval of the Department Manager or On-Call Manager as follows:
- (i) for a rest period, at one and one half times (1 1/2X) the Employee's Basic Rate of Pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at one and one half times (1 1/2X) the Employee's Basic Rate of Pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at one and one half times (1 1/2X) the Employee's Basic Rate of Pay.
- (d) 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) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the 24 hour period of the day and the seven (7) days of the week.
- (b) "Days of Rest" for a full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7.
- (c) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 7.02(a).

- (d) The shift patterns which may be available are:
 - (i) Days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation)
 - (ii) Permanent days
 - (iii) Permanent evenings (only by request of Employee)
 - (iv) Permanent nights (only by request of Employee)
 - (v) Evenings and days rotation
 - (vi) Nights and evenings
 - (vii) Nights and days rotation
- (e) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld, but the Employer may require an Employee working permanent evenings or permanent nights to work blocks of day shift for the purpose of maintaining proficiency. Such blocks shall total not more than two (2) blocks per year totaling not more than 14 calendar days per year.
- (f) Unless otherwise agreed in writing by the Union and the Employer, Employees working shift patterns 7.02(d)(i), (v) and (vii), shall be assigned day duty at least two-fifths (2/5) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision. For the purposes of determining day duty, a day shift shall be considered to be a shift where the majority of the regularly scheduled shift falls between 0700 hours and 1500 hours.
- (g) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
 - (i) at least 15.5 hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest;
 - (iii) days of rest on one-half (1/2) of the weekends averaged over one (1) complete cycle of the shift schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" means a Saturday and the following Sunday assuring a minimum of 56 hours off duty;

- (iv) not more than six (6) consecutive scheduled days of work.
- (h) In the event that the Parties wish to implement additional optional scheduling systems, a new scheduling system may be mutually agreed to in writing between the Employer and the Union.
- (i) Violation of any provision of Article 7.02(g) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8 for all regular hours worked during the period of violation.

7.03 **Schedule Posting**

- (a) Shift schedules shall be posted 12 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:
 - (i) changes Employees' scheduled days off without giving 14 days notice of the change, they shall be paid at two times (2X) their Basic Rate of Pay for all hours worked on what would otherwise have been their first off-duty day, unless the change is made by mutual agreement.
 - (ii) changes an Employees' scheduled shift, but not their scheduled days off, without giving 14 days notice of the change, they shall be paid two times (2X) their Basic Rate of Pay for all hours worked during the first (1st) shift of the changed schedule, unless the change is made by mutual agreement.
- (b) Employees shall be notified of such changes in their schedule and such changes shall be recorded on the shift schedule.
- (c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for 14-days notice of change shall not apply. Employees or the Employer should make such requests as far in advance as possible in order to maximize the ability to accommodate the request. Any shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.

7.05 **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 department manager or on-call manager; and
 - (iii) where a request for approval is made in writing, the Employee's immediate supervisor's reply shall also be in writing.
- (b) Such exchange shall be recorded on the shift schedule.
 - (c) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

7.06 **Reporting Pay**

In the event that an Employee reports for work as scheduled and is requested by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equal to four (4) hours pay at the Employee's Basic Rate of Pay.

- 7.07 The Employer shall not unreasonably refuse to implement a contractually compliant shift schedule developed by the Employee(s) and the Union.
- 7.08 The Employer shall continue to provide meals to all Employees for each working day.
- 7.09 The Employer shall have a policy of equitably distributing available shifts. The determining factor in allocating these shifts shall be time spent within the scope of the bargaining unit.

ARTICLE 8: OVERTIME

- 8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point seven five (7.75) hours per day or on scheduled days of rest.
- (b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 8.02 The overtime rate of two times (2X) the applicable Basic Rate of Pay shall be paid for overtime worked.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first (1st) hour the Employee reports to work.

- 8.04 The Employer shall endeavour to minimize the use of mandatory overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).
- 8.06 If an Employee is called in under Article 9 prior to a regularly scheduled shift, such hours shall be included in the daily hour total.

ARTICLE 9: ON-CALL DUTY/CALL BACK

- 9.01 On-call duty shall mean any period during which a regular Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- 9.02 For each assigned hour of authorized on-call duty, a regular Employee shall be paid:
- (i) on regularly scheduled days of work, the sum of three dollars (\$3.00) per hour; and
 - (ii) on scheduled days off and Named Holidays, the sum of four dollars and twenty-five cents (\$4.25) per hour. A Named Holiday or scheduled day off shall run from 0001 hours on the Named Holiday or scheduled day off to 2400 hours of the same day.
- 9.03 When an Employee is supplied a pocket pager by the Employer for the purpose of on-call duty, there shall be no cost to the Employee for the use of the pocket pager.
- 9.04 When an Employee who has not been assigned on-call duty is called and required to report for work, he or she shall be deemed to be working overtime and shall be paid for all hours worked or for three (3) hours, whichever is the longer, at the overtime rate.
- 9.05 **Telephone Consultation**

When an Employee, who has been assigned on-call duty, is consulted by telephone and is authorized to handle patient/resident/client matters without returning to the workplace, such Employee shall be paid at the overtime rate for the total accumulated time spent on telephone consultation(s), and corresponding required documentation, during the on-call period. If telephone consultation has been provided by the Employee and the total accumulated time spent on such telephone consultation(s) and corresponding required documentation, during the on-call period, is less than 30 minutes, the Employee shall be compensated at the overtime rate for 30 minutes.

ARTICLE 10: TRANSPORTATION

- 10.01 When an Employee is assigned duties necessitating the use of the Employee's private automobile she or he shall be reimbursed at the rate of 45¢ per kilometre.

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

- 11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked.
- (b) The probationary period may be extended for a maximum period of 170 hours worked, subject to mutual agreement by the Employer, Union and Employee.
- 11.02 The Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period. During this evaluation, the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first three (3) shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned three (3) shifts. Where the Employee will be on rotating shifts, the first shift shall be day shift and the Employee's first shift on evenings and nights shall be under guidance or supervision. An RN shall be given an opportunity to discuss practice issues with another RN in the course of orientation. A request by an Employee for additional orientation shall not be unreasonably denied.
- 11.04 An Employee, absent for more than six (6) months, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

ARTICLE 12: SENIORITY

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a regular or temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a casual, temporary or regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:
- (i) service as a bargaining unit Employee 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 be considered in determining:
- (a) selection of available shift schedules, of the same FTE, by Regular Employees subject to the provisions of Article 7;

- (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14;
- (c) layoff and recall subject to the provisions specified in Article 15;
- (d) approval of vacation times.

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

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

12.04 **Seniority Lists**

(a) *Provision of Seniority Lists*

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

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

(b) *Contents of Seniority Lists*

The seniority list shall contain the name and seniority date of each regular and temporary Employee in chronological order along with each Employee's FTE and classification.

(c) *Correction of Seniority Lists*

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

- (i) application of Article 12.03;
- (ii) transfer to an excluded position; or
- (iii) transfer to the status of a casual Employee.

- (d) Where an Employee claims previous service under Article 12.02(b)(ii), the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.
- (e) Seniority Tie-Breaking
 - (i) Where two (2) or more Employees have the same seniority date the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at east every six (6) months.
 - (ii) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.

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

12.06 An Employee who has accrued seniority with this Employer or another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six (6) months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 27: Recognition of Previous Experience, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave or severance.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

- 13.01 (a) The Employer shall strive to provide each Employee a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- 13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor.
- (b) Meetings for the purpose of the evaluation shall be scheduled with reasonable advance notice which shall not be less than 24 hours. At the evaluation the

Employee shall be given a copy of the Employee's evaluation document. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign her or 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 meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.

- 13.03 (a) By appointment made at least one (1) working day in advance, at reasonable intervals, an Employee may view her or his personnel file on request and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; such fee shall be established by the Employer.
- 13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

- 14.01 (a) The Employer shall post notices of vacancies for full-time, part-time and temporary positions within the bargaining unit not less than 10 calendar days in advance of making an appointment. For informational purposes only, notices of vacancies shall be available at all sites operated by the Employer. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.
- (b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the appointment shall be made on a temporary or relief basis only.
- (c) Vacancies shall be filled whenever possible from within the bargaining unit.
- (d) A notice of vacancy shall include the classification, hours per shift and shifts per shift cycle, temporary or casual status as appropriate, and any essential qualifications required. In the case of a rotating schedule, a copy of that schedule will also be added to the posting. It shall also include the commencement date for the position, which may be altered by mutual

agreement between the Employee and the Employer. For temporary positions, the notice of vacancy shall also indicate the expected term.

- (e) All postings shall have a closing time and date, which shall not be a Saturday, Sunday or Named Holiday.

14.02 (a) A vacancy resulting from either:

- (i) the creation of a specific job of limited term exceeding three (3) months' duration; OR
- (ii) a leave of absence granted for a period known to be longer than three (3) months;

shall be posted in accordance with Article 14.01.

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

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

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

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

14.05 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 shall be informed in writing within five (5) calendar days of the appointment that the process has been completed. The Union shall be advised in writing of the successful candidate.

14.06 When an Employee is promoted from one classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which she or he has been promoted.

- 14.07
- (a) The transferred or promoted Employee will be given a trial period of 325.5 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, or at the Employee's request during the trial period, the Employer shall reinstate the Employee in her or 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 or his former position. The Employer and the Union shall meet to discuss placement options at either parties request. Should it be determined that it is not possible to place the Employee back into his or her former position, the Employee shall have the option of remaining in his or her new position rather than accepting placement in an alternate position.
 - (d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 14.01 to 14.05 inclusive.

- (e) A reinstatement or placement of an Employee in accordance with Article 14.07(c) shall not be construed as a violation of the scheduling provisions of Article 7.
- (f) A transferred Employee shall be entitled to orientation, the form and duration shall be determined in consultation between the Employee and the Employer.

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

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

14.10 At time of hire, or transfer, or change of hours in accordance with the Letter of Understanding Re: Decreasing or Increasing Regular Hours of Work, or change of category in accordance with Article 30.02 or 30.03, all Employees shall receive a letter which shall include the following:

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

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

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

- (a) Decreasing regular hours of work for regular full-time and regular part-time Employees:
 - (i) Requests to decrease regular hours of work, from regular full-time or regular part-time Employees, shall be made in writing. The Employer shall have the right to accept or reject any request for alteration of the Employee's full-time equivalent (FTE) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or

disapproval in writing within 14 days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.

- (ii) A request to decrease regular hours of work shall indicate the requested number of shifts per shift cycle. Employees shall not be permitted to amend the length of their shift through this process.
 - (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to this Letter of Understanding equals or exceeds point four two full-time equivalent (.42 FTE), they shall be posted as a vacancy.
 - (iv) If the number of hours vacated as a result of this Letter of Understanding is less than point four two full-time equivalent (.42 FTE) the additional shifts may be offered to regular part-time Employees, in order of seniority, working on the unit, or may be posted as a vacancy.
 - (v) A regular full-time or regular part-time Employee can not decrease her or his full-time equivalent FTE to less than a point four two full-time equivalent (.42 FTE) pursuant to this Letter of Understanding, unless otherwise agreed between the Employer and the Union.
 - (vi) Where the number of Employees making such requests in the fourteen (14) day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend her or his request.
 - (vii) Where a Regular extended shift Employee decreases her or his regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.
- (b) Increasing regular hours of work for regular part-time Employees:
- (i) If newly funded additional regular full-time equivalents of less than point four two (.42) become available on the unit or if the number of hours vacated by an Employee as a result of this Letter of Understanding is less than point four two full-time equivalent (.42 FTE) such additional or residual hours may be offered, in whole or in part, to regular part-time Employees in order of seniority, working on the unit or may be posted for members of the bargaining unit only.

- (ii) If the number of hours available or vacated equals or exceeds point four two full-time equivalent (.42 FTE), these shall be posted in accordance with Article 14.
 - (iii) If there are no qualified applicants from the posting(s) in 2(a) or 2(b) above, the remaining shifts shall be offered in whole or in part to regular part-time Employees working on the unit, in order of seniority.
 - (iv) Any unassigned hours following the completion of 2(c) above will not remain subject to the provisions of this Letter of Understanding.
 - (v) A regular part-time Employee may add to her or his regular hours of work, only those hours from the vacant position(s) that can be accommodated in her or his schedule without violating the scheduling provisions of the Collective Agreement.
 - (vi) A regular part-time Employee may become a regular full-time Employee through the operation of this Letter of Understanding.
 - (vii) No regular part-time Employee shall be permitted to increase her or his regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
 - (viii) Where a regular part-time extended shift Employee increases her or his regular hours of work, the agreement referred to in Article 37.01 of the Collective Agreement, if required, shall be altered to reflect that change.
- (c) No Employee may decrease or increase her or his regular hours of work pursuant to this Letter of Understanding more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
 - (d) Any redistribution of hours as a result of the operation of this Letter of Understanding shall not be considered a violation of the Letter of Understanding Re: Severance.
 - (e) Where any request pursuant to this Letter of Understanding has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement.
 - (f) Copies of all requests and responses to requests pursuant to this Letter of Understanding shall be provided to the Union forthwith.
 - (g) An Employee whose regular hours of work are altered through the operation of this Letter of Understanding shall not be required to serve a trial period.

- (h) Agreement to alter an Employee's regular hours of work in accordance with this Letter of Understanding shall not be considered a violation of Articles 14, 15, 30 or 37.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14 and 15 in circumstances where a position has become vacant. In such a case(s), the vacancy(s) shall be filled in accordance with Article 14 and 15 of the Collective Agreement and not by transferring an Employee who has made a request under this provision to transfer into the vacancy(s).

ARTICLE 15: LAYOFF AND RECALL

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

15.02 **Notice**

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 21 calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the 21 calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) Where the layoff results from an Act of God, fire or flood, 21 calendar days notice is not required but up to three (3) weeks pay in lieu thereof shall be paid to affected Employees.

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

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

15.04 **Displacement**

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 24 months of seniority:
 - (i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work; or

- (ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or
- (iii) at the Employee's option, accept layoff with the right of recall.

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

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(a) shall within 48 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of her or his decision, including the name of the Employee she or he wishes to displace or the vacant position she or he wishes to take. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, shift pattern, and length of shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
 - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (c) Where an Employee with less than 24 months of seniority has her or his position eliminated or is displaced in accordance with this Article, the Employer shall:
 - (i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which she or he is employed exceeds that of the Employee.

15.05 **Recalls**

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

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

15.07 **Benefits**

Employees affected by layoff may elect to maintain coverage of contributory plans specified in Article 21.02, subject to the insurers eligibility and other requirements, and provided the Employee make prior arrangements to pay the full premium costs, except that until the end of the first full calendar month of layoff, the Employee shall remain enrolled in all current benefit plans, and the entire cost of the coverage shall be paid by the Employer.

15.08 **Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7 and 14.
- (b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to

illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of her or his readiness to return to work.

- (d) Other than the pre-payment of certain contributory benefit premiums and 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 Charge Pay

When the Director of Care is absent or unavailable (1900 hours – 0700 hours, Monday to Friday, and all day Saturday and Sunday) the Employer shall designate an Employee to be in charge of the building, and such Employee shall be paid an additional two dollar and fifty cents (\$2.50) per hour.

ARTICLE 17: VACATIONS WITH PAY

17.01 Definitions

For the purpose of this Article: "vacation" means annual vacation with pay.

17.02 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:
 - (i) during the first (1st) year of such employment, an Employee earns a vacation of 15 working days;
 - (ii) during each of the second (2nd) to ninth (9th) years of employment, an Employee earns a vacation of 20 working days;
 - (iii) during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;
 - (iv) during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.
- (b) Where an Employee commences employment with the Employer within six (6) months of the date of voluntary termination of employment with another

Employer, the Employee shall accrue vacation entitlement as though her or his employment had been continuous. Such Employee shall be placed on the appropriate step outlined in 17.02 (a) of this Collective Agreement and accumulate vacation entitlement as outlined therein. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

- (c) Current Employees shall have their vacation accrual adjusted in accordance with Article 17.02 (a) and (b) from the effective date of this Agreement.

- (d) **Supplementary Vacation**

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

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

17.03 *Time of Vacation*

- (a) All vacation earned during one (1) vacation year shall be taken during the current vacation year at a mutually agreeable time. Employees shall be allowed to take the full year's allotment of vacation hours, based on their Full Time Equivalency, at any point during the year. Upon termination or change in employment status which results in a reduction of vacation entitlement, an Employee shall be responsible to repay to the Employer the monetary value of any vacation hours she has taken which exceed the number of vacation hours that she has accrued.
- (b) (i) The Employer shall post the vacation schedule planner by January 15th of each year. Where an Employee submits her or his vacation preference by March 15th 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 30th of the same year. An Employee shall submit their vacation preference for at least 50% of their annual vacation entitlement by March 15th of that 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 indicate approval or disapproval in writing of the vacation request within 14 days of the request.
- (c) Notwithstanding Article 17.03 (a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d)
 - (i) Subject to Article 17.03(d) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
 - (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
 - (iii) An Employee who chooses to take his or her vacation in broken periods shall be allowed to exercise his or her vacation preference as to the choice of vacation dates for only one vacation period which falls in whole or in part during the period June 1 to August 31 inclusive, except where such vacation periods are not requested by other Employees.
- (e) No Employee shall have her or his vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has her or his vacation cancelled by the Employer shall be paid two times (2X) her or his Basic Rate of Pay for the shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

17.04 **Vacation Pay on Termination**

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the Employee's Basic Rate of Pay.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice for resignation, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay, provided that

the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

- (c) For an Employee who gives at least 28 calendar days notice of resignation or who is dismissed, all monies due shall be paid within five (5) days of the last day of employment.

ARTICLE 18: NAMED HOLIDAYS

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

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

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta; or
- (ii) The Government of Canada.
- (b) In addition to the foregoing Named Holidays, full-time Employees who are employed on or before July 1st in any year shall be granted an additional holiday as a "Floater" holiday in that year. Such holiday shall be granted at a mutually agreeable time. Failing mutual agreement by December 31st of that year, the Employee shall receive payment for such day at the Employee's Basic Rate of Pay.

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

- (a) work her or 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 such named Holiday at the rate of one and one-half times her Basic Rate of Pay plus:

- (i) an alternate day off at a mutually agreed time;
- (ii) by mutual agreement, a day added to the Employee's next annual vacation; or

- (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
 - (b) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
 - (c) In addition to an alternate day off, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
 - (i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, the Employee will be entitled to an additional day in lieu thereof. The additional day shall be added to the Employee's vacation period, and the Employee shall be paid at the Basic Rate of Pay.
- 18.06
- (a) An Employee shall be so scheduled as to provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one (1) of these four (4) Named Holidays shall be either Christmas or New Year's Day.
 - (b)
 - (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where she or he will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
 - (ii) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where she or he shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
 - (c) 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 Name Holiday off duty.

ARTICLE 19: SICK LEAVE

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act R.S.A. 2000, c. W-15 and Regulations*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 (a) 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 120 days.
- (b) Sick leave accrued as of the effective date of this Agreement shall continue in the Employee's accrual bank.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Employees may be required to submit satisfactory proof to the Employer or its agents of any illness, non-occupational accident or quarantine. 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 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 an illness or injury which results in their hospitalization the Employee shall be considered as being on sick leave for that period of hospitalization provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.
- 19.07 An Employee who exhausts her or his sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay for the duration of the illness or up to 18 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months notice of her or 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.

- 19.08 Upon request of an Employee but not more frequently than once per year, the Employer shall advise an Employee of her or his accrued sick leave credits.
- 19.09 An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment with an Employer who is also party to an agreement with an identical sick leave provision, within six (6) months of the date of termination of employment. Otherwise, sick leave credits shall be cancelled and no payment shall be due therefore. The Employee shall be provided with a written statement of such entitlement upon termination.
- 19.10 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two (2) hours during one (1) work day. If the absence is longer than two (2) hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.
- 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.
- 19.12 Sick leave credits shall not accrue during any period of sick leave in excess of 30 calendar days.

ARTICLE 20: WORKERS' COMPENSATION

- 20.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee.
- 20.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of 30 calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.
- 20.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 20.04 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her or his former position, shall provide the Employer with two (2) weeks' written notice of readiness to return to work.
- 20.05 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 90% of net salary, as defined by the

Workers' Compensation Board provided she or he assigns over to the Employer on proper forms the monies due to her or him from the Workers' Compensation Board for time lost due to accident.

- 20.05 The parties recognize that the Employer may be required to reconcile payments to the Employee with subsequent assigned payments from the Workers' Compensation Board.

ARTICLE 21: PREPAID HEALTH BENEFITS

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

- (a) Supplementary Benefits Plan which provides inclusive of:
 - (i) Vision care coverage providing for an eye exam every 24 months and up to \$600.00 every 24 months per person for corrective lenses;
 - (ii) 80% direct payment provision for physician or dentist prescribed medication covered by the plan;
- (b) Alberta Health Care Insurance Plan;
- (c) The Alberta Healthcare Association Benefits 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) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services, and 50% of eligible Orthodontic Services. A maximum annual reimbursement of two thousand dollars (\$2,000) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per insured person.
 - (iv) Short-term Disability (income replacement for a period of up to 120 working days during a qualifying disability equal to 66 2/3% of basic weekly earnings to the established maximum following a 14 day elimination period where applicable. The Short-term Disability shall become effective on the first 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 14 calendar day elimination period, the Short-term Disability shall commence on the 15th day following the commencement of non-hospitalized sickness);

- (v) Long-term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 120 working day elimination period).
- 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 75% by the Employer and 25% by the Employee. The premiums for benefits listed in 21.01 (c) (iv) and (v) shall be 100% Employee paid.
- 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 Full time Employees and Part Time Employees with a full-time equivalency of point four (0.4) or more after the completion of the probationary period.

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. 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) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle.) Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement

leave may be extended by up to two (2) additional calendar days as may be necessitated by reason of travel to the funeral.

- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay per calendar year to attend the funeral services.

22.03 **Maternity Leave**

- (a) An Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected 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.
- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave. Maternity leave shall not exceed 12 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits, STD or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) 75%:25% premium cost sharing will continue for twelve full weeks following the conclusion of the health-related period of maternity leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the conclusion of the health-related period of maternity leave.
- (f) An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate her in the same position held by her immediately prior to taking leave, or, if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.

22.04 Adoption/Paternity Leave

- (a) An Employee who has completed her probationary period shall, upon written request, be granted leave without pay and benefits for up to 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 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 the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence paternity leave with one (1) days notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.
- (d) 75%:25% premium cost sharing will continue for twelve full weeks of adoption/paternity leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the commencement of the adoption/paternity leave.

22.05 Educational Leave

- (a) Only education which is directly relevant to the Employee's duties will be considered for approval as educational leave. For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first 24 months of such period of leave.
- (b) During an Employee's educational leave, the Employee may work as a casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (c) (i) A regular Employee registered at a university or college pursuing a nursing degree on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted three (3) working days leave at their Basic Rate of Pay per contract year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements. Upon request, the Employee shall be required to provide proof of registration.

- (ii) A regular Employee registered to write a Gerontological Certification exam may be granted a maximum of two (2) working days leave at their Basic Rate of Pay for the purpose of preparing for and writing the certification exam.

22.06 **Court Appearance**

An Employee required by law to appear before a court of law as a member of a jury, or as a witness in any matter arising out of the Employee's employment with the Employer, shall be paid the difference between the pay received from such court service and pay the Employee would have normally received if she had been working, based on her Basic Rate of Pay. The Employee will report to work during those hours that she is not required to attend court, if it is reasonable to do so.

22.07 **Personal Leave**

- (a) Each Employee shall be entitled to three (3) personal leave days each year, from April 1st through March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal and family responsibilities that require the Employees attention, which may include attending appointment with family members. Requests for personal leave shall not be unreasonably denied.
- (b) If Employment commences on or after August 1st of the year, personal leave days will be prorated for the remainder of the year as follows:
 - (i) August 1st – November 30th: two (2) personal leave days
 - (ii) December 1st – March 31st: one (1) personal leave day.

22.08 (a) **Terminal Care Leave**

An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period up to eight (8) weeks. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.

- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

22.09 **Statement of Policy**

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

22.10 **General Policies Governing Leaves of Absence**

- (a) Requests for a leave of absence without pay will, where possible, be made in writing to the Department Manager four (4) weeks in advance except that in extenuating circumstances the time factor may be waived or reduced. Except in exceptional circumstances the Department Manager will reply in writing to a request for leave of absence within five (5) days of receipt of the request.
- (b) Except as provided in Article 22.08(c), 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, in the case of a leave of absence in excess of 30 days, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds 30 days. 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 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.

22.11 **Leave for Public Affairs**

- (a) The Employer recognizes the right of a regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a regular Employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

22.12 **Military Leave**

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

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 15 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within 15 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within 15 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.
- 23.04 An Employee who has been subject to disciplinary action may, after one (1) year of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of related disciplinary action during the one (1) year period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union.

- 23.07 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 23.08 28 calendar days notice in writing, shall be given by an Employee who resigns.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 For the purpose of Article 23.01, 23.02 and 23.03, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

- 25.01 (a) 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) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:
- (a) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing her or 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 on her or his date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.
- (B) Upon becoming registered by the College and Association of Registered Nurses of Alberta (CARNA), a Temporary Permit Holder (TPH):
- (a) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB), or one who has satisfied CARNA that the Employee has completed a training program substantially equivalent to a NEPAB-approved nursing education program, shall be paid the rate applicable to a Registered

Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and

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

- 25.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.
- 25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made in the account of the Employee's choice no later than noon on the designated pay day.
- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06 (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.
- (b) Employees shall receive notification of sick leave credits and vacation credits, upon request. The format of this information may vary depending on the Employer's accounting system.
- 25.07 Employer caused Payroll errors greater than \$50.00 shall be rectified by the Employer as promptly as possible by direct deposit, no later than two business days from the date the Employer received notification of the error.

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 Registered Nursing or Registered Psychiatric Nursing practice offered by bona fide post secondary educational institutions.

Educational allowances shall be:

Course	Hourly Allowance
Clinical Course (including mid-wife course)	50¢
Active registration in the AARN plus Diploma or Degree in Psychiatric Nursing (<i>a Diploma or Degree in Nursing plus active registration in CRPNA</i>)	50¢
Course in Nursing Unit Administration	50¢
One (1) Year Diploma	50¢
Gerontology Course	70¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

- (b) An educational allowance for Baccalaureate Degree pursuant to Article 26.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:
- (i) a Nursing Baccalaureate Degree program recognized by Nursing Education Program Advisory Board (NEPAB), College and Association of Registered Nurses (CARNA) or International Qualifications Assessment Service (IQAS); or
 - (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the IQAS.
- 26.02 The allowances for a clinical course and for the course in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.
- 26.03 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained.
- 26.04 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification or from the date of hire, or from the effective date of this collective agreement, whichever is later to a maximum of 12 months.

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 will recognize experience that is more than five (5) years old.
- 27.02 Additional time worked, measured in hourly 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 salary of all current Employees shall be adjusted in accordance with Article 27.01 and 27.02.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

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

(ii) to Employees for each regularly scheduled hour worked between 2300 hours to 0700 hours provided that greater than one (1) hour is worked between 2300 hours and 0700 hours.

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

Effective July 1, 2015 - \$3.00 per hour

Effective July 1, 2016 - \$4.00 per hour

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

28.02 Weekend Premium

Effective the date of ratification a weekend premium of \$2.75 per hour shall be paid to Employees for all hours worked between 2300 hours on Friday and 2300 hours on Sunday.

Effective July 1, 2015 - \$3.00 per hour

Effective July 1, 2016 – \$3.25 per hour

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

ARTICLE 29: PENSION PLAN

29.01 Twice per month the Employee and Employer shall make matching contributions of three percent (3%) of the Employee's Basic Rate of Pay to a Registered Retirement Savings Plan of the Employee's choice; these contributions shall also be remitted twice per month.

29.02 Such Pension Plan shall be provided to all Regular Full-Time Employees and Part-Time Employees with a full-time equivalency of point four (0.4) or more after the completion of the probationary period.

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 seven five (7.75) hours per day and in any event, shall be less than 36.81 hours per week averaged over one (1) complete cycle of the shift schedule.
- (ii) Notwithstanding the foregoing, where mutually agreed, a part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A part-time Employee may work shifts in addition to those specified in Article 30.01(a).

(b) Increment Accrual

- (i) Part-time Employees and casual Employees shall be entitled to an increment on the completion of 1,920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1765.75 regular hours actually worked to the maximum increment granted full-time Employees.

(c) Vacation 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 seven five (7.75) 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. The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:

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

$$\begin{array}{l} \text{Hours specified in} \\ \text{Article 30.01(c):} \\ \text{(17.02(a))} \end{array} \quad \times \quad \begin{array}{l} \text{The applicable} \\ \text{\% outlined} \\ \text{below} \end{array} \quad = \quad \begin{array}{l} \text{Number of hours} \\ \text{of paid vacation} \\ \text{time to be taken} \end{array}$$

- (i) six percent (6%) during the first (1st) employment year;
- (ii) eight percent (8%) during each of the second (2nd) to ninth (9th) employment years;
- (iii) 10% during each of the 10th to 19th employment years;
- (iv) 12% during each of the 20th and subsequent employment years.

(c) Supplementary Vacation

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

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

Hours specified in Article 30.01(c) (i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid supplementary vacation
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- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional two percent (2%).
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional two percent (2%).
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional two percent (2%).

(d) Where an Employee commences employment within six (6) months of date of termination of employment with either the same Employer or another Employer

signatory to an agreement containing this provision, such Employee shall, accrue vacation entitlement as though his or her employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination."

(ii) Amend Article 17.04(a) to read:

"17.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 30.01(c) will be paid in compliance with Article 17.04(c)."

(d) Sick Leave

Amend Article 19.02 to read:

19.02 (a) A Part-time Employee shall accumulate sick leave benefits on the basis of 1 1/2 days per month, prorated on the basis of the hours worked by the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee.

(b) For Part-time Employees, sick leave accrual shall be based upon regularly scheduled hours of work and any additional Shifts worked, to a maximum of full-time hours.

Sick leave shall only be paid for regularly scheduled Shifts missed due to illness or injury.

(e) Named Holidays

Amend Article 18 to read:

18.01 (i) 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 all hours worked on such named holiday. A part-time Employee who is off on a named holiday shall be paid for such named holiday in accordance with the Employment Standards Code.

(ii) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid for all overtime hours worked on a Named Holiday at 2.5X their Basic Rate of Pay.

(f) The Employer shall have a policy of equitably distributing available shifts. The determining factor in allocating these shifts shall be time spent within the scope of the bargaining unit.

30.02 **Temporary Employees**

- (a) A temporary Employee shall be covered by the terms of this Collective Agreement, except that a temporary Employee shall have no rights under Article 15: Layoff and Recall.
- (b) Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 14.10 shall also specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.02, if so eligible, or termination of employment pursuant to Article 30.02(b).

30.03 **Casual Employees**

Except as modified in this Article, all provisions of this Collective Agreement shall apply to casual Employees except that Articles 7.01(a), 7.02, 7.03, 7.04, 12, 15, 17, 18, 19, 20, 21, 22 and 29 shall have no application to casual Employees.

- (a) **Hours of Work**
 - (i) No casual Employee shall be scheduled except with the Employee's consent. Except where a casual Employee is scheduled for a specific job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
 - (ii) Where a casual Employee is transferred to a position pursuant to Article 14.02, the Employee shall receive the benefits of a temporary Employee while filling that position.
 - (iii) Where a casual Employee is regularly scheduled under the provisions of Article 2.04(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 1,920.75 regular hours of work and thereafter a further increment upon the completion of each period of 1765.75 regular hours actually worked to the maximum increment granted full-time Employees.

(c) Vacation

Amend Article 17 to read:

- “17.01 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:
- (i) six percent (6%) of their regular earnings during the first (1st) employment year;
 - (ii) eight percent (8%) of their regular earnings during the second (2nd) to ninth (9th) employment years;
 - (iii) 10% of their regular earnings during the 10th to 19th employment years;
 - (iv) 12% of their regular earnings during the 20th and subsequent employment years; in lieu of vacations with pay;
 - (v) 12.4% of their regular earnings during the 25th and subsequent employment years; in lieu of vacations with pay.
- (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:

- 18.01 (i) A casual Employee required to work on a named holiday shall be paid at one and one half times (1-1/2X) the Employee's basic rate of pay for all hours worked on such named holiday. A casual Employee who is off on a named holiday shall be paid for such named holiday in accordance with the Employment Standards Code.
- (ii) A casual Employee who is obliged to work overtime on a Named Holiday shall be paid for all overtime hours worked on a Named Holiday at 2.5X their Basic Rate of Pay.
- (e) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
- (f) The Employer shall have a policy of equitably distributing available shifts. The determining factor in allocating these shifts shall be time spent within the scope of the bargaining unit.

- (g) When a Casual Employee has not been available for four consecutive call outs within a six month period, the Casual Employee can be considered as vacated her Casual position and then be removed from the Casual List. This would then be followed up by a letter from her immediate supervisor.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

- 31.01 Following the signing of the Collective Agreement, each Employee affected shall be provided with a copy by the Employer within seven (7) days of receipt of the copies by the Employer. 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.
- 31.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon hiring.

ARTICLE 32A: GRIEVANCE PROCEDURE

32.01A 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 33 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 33 shall be sufficient if delivered to the General Manager or her or 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.

32.02A 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.

32.03A **Dispute Between the Employer and the Employee(s)**

(a) **Step 1 (Department Manager & Employee – 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 Department Manager. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

(b) **Step 2 (General Manager- Submission of Grievance)**

The grievance shall be submitted in writing to the General Manager or equivalent, with a copy of the grievance sent to the Department Manager, within 10 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)*

The Parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted at Step 2. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. If the grievance is not resolved at the Step 3 meeting, the Employer shall communicate its final decision, in writing to the Union within seven (7) days of the meeting. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two (2) working days of the meeting.

(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 decision from the Employer.

(e) If a meeting is held at Step 1, Step 2 or Step 3, an Employee shall have the right to be accompanied by a representative of the Union.

32.04A **Disputes Between the Parties**

(a) 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 therefrom 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) 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 by the Union or the Employer, in writing, to the General manager or Local Union President, by a representative of the aggrieved party within 10 days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

32.05A **Default**

- (a) Should the Employer or the Union or the Employee fail to comply with any time limit in the grievance procedure, following the filing of the grievance at Step 2, 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 limit.
- (b) Prior to the grievance being advanced to arbitration in accordance with Step 4 of the Grievance Procedure due to time limits being missed, there shall be at least one (1) meeting held to try and resolve the issues in dispute. The party wishing to advance the grievance to arbitration shall do so in writing within 45 days of the date of the filing of the grievance at Step 2, unless the parties have mutually agreed to extend the time frames.

32.06A **Mediation**

- (a) Following attempts to resolve the dispute at Steps 1, 2 or 3, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.
 - (i) The mediator shall, within 10 calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
 - (iii) The purpose of the mediator’s involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
 - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.

- (b) The timelines specified at each step of the grievance and arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
- (c) The expenses of the mediator shall be borne equally by both parties.

ARTICLE 32B: COMPENSATION ERROR

- 32.01B A compensation overpayment is an overpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error.
- 32.02B Employers are entitled to recover overpayments from Employees' earnings according to the following procedures:
- (a) When an Employer discovers a compensation overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated.
 - (b) If the amount involved is less than \$200.00, the advice in (a) may be oral and, provided the Employee gives, and the Employer records the fact of, their oral agreement, the Employer may recover the overpayment in any way the Employee agrees is appropriate. A copy of the Employer's note of the oral agreement will be sent to the Union and the Employee.
 - (c) If the amount involved exceeds \$200.00 or, following oral advice, the Employees' consent has not been obtained, the advice given under (a) shall be set out in writing in the form attached as Appendix A, with a copy to the Union and the Employee.
 - (d) An Employee receiving an Overpayment Recovery Notice must reply to that notice as soon as possible and in any event within 25 days.
 - (e) The Employer may recover overpayments by deductions from an Employees' earnings:
 - (i) in any way agreed to by the Employee orally under (b) or in writing;
 - (ii) if the Employee fails to reply after 25 days of receiving an overpayment recovery notice or the parties cannot agree on a repayment schedule, then starting with the Employee's next pay cheque, at a rate not to exceed \$25.00 per \$200.00 of gross earnings;
 - (iii) if the Employee resigns or is terminated for cause, from their final pay cheque or other funds due on termination.

- (f) If the Employee still disputes the validity or the amount of the overpayment, the parties will, within 20 days meet and attempt to resolve the issue. If it remains unresolved, they will set out, in writing:
 - (i) the facts said to give rise to the overpayment;
 - (ii) the conflicting versions of the facts on the points of disagreement;
 - (iii) if liability is disputed, the basis of that dispute.
- (g) The statement in (f) will be forwarded to an arbitrator for summary adjudication. If the parties are unable to agree upon the choice of an arbitrator, they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The arbitrator may, in addition to exercising an arbitrator's customary powers, and without limiting those powers:
 - (i) resolve the matter based on written submission alone;
 - (ii) use a conference call hearing in lieu of an in-person hearing.

The fees and expenses of the arbitrator shall be borne equally by the two (2) parties to the dispute.
- (h) In any adjudication the onus of proving the overpayment is upon the Employer.
- (i) Disputes over overpayment liability involving similar facts shall be consolidated into a single hearing wherever possible.

32.03B Employer caused payroll errors greater than \$200 shall be rectified by the Employer as promptly as possible by direct deposit, no later than five (5) business days from the date the Employer received notification of the error.

32.04B The above process is not intended to affect other payroll adjustments/deductions that occur as a result of informal discussions between the Employee and their Manager(s)/Time Keeper that result from errors in time entries and that are agreed upon by the Employee through these informal discussions. The above process will only apply if an error and resulting adjustment/deduction cannot be resolved through submission of a time sheet correction.

ATTACHMENT A: OVERPAYMENT RECOVERY NOTICE

You must reply to this notice as soon as possible and in any event within 25 days – See Article 32-B of the Collective Agreement

Name:	
Employee Number:	Date:

BOX 1. An overpayment in the amount of \$_____ has been identified as a result of the following circumstances:

- If there has been an overpayment it must be repaid. Fill in your choice of repayment method in box 2.
- If you believe there has not been an overpayment, fill in box 3 and explain why.
- If you agree there has been an overpayment but dispute the amount fill in box 2 for the amount overpaid and box 3 explaining why and how the amount is wrong.

BOX 2. Please indicate your overpayment preference and request by completing one (1) of the following:

- Collect the entire amount from my next cheque.
- Collect \$_____ dollars over the next _____ pay periods.
- Attached is a personal cheque for the entire amount.
- Attached are ___ post-dated cheques for \$_____ each to address the amount in full.
- Please collect the amount of recovery required from my Vacation Bank

BOX 3. If you dispute that there has been an overpayment or the accuracy of the amount involved – explain why:

Repayment/Preference Agreed:

Employer Signature **Date**

Please direct replies to:

Notes of Oral Discussion with Employee: **Date:** _____

cc: UNA

ARTICLE 33: ARBITRATION

- 33.01 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.
- 33.02 Within seven (7) days after receipt of notification provided for in Article 33.01 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.
- 33.03 Where appointees to a Board have been named by the parties, they shall, within seven (7) days, endeavour 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.
- 33.04 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 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 14 days after the completion of the hearing.
- 33.05 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.
- 33.06 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.
- 33.07 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.

- 33.08 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 33.09 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 34: OCCUPATIONAL HEALTH & SAFETY

- 34.01 An Occupational Health and Safety Committee, will be established, consisting of a maximum of 12 members, with at least 50% of those being Employee members selected by the collective Unions in the facility. At least one (1) UNA representative shall attend each meeting. The committee shall meet once per month. An Employee shall be paid at her Basic Rate of Pay for attendance at these committee meetings. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Basic Rate of Pay.
- 34.02 The purpose of the committee is to consider health and safety matters, policy and legislation, identify problem areas, hazards and unsafe work practices, carry out workplace inspections, review accident and incident statistics, make recommendations to management and to follow up on actions required. The best committees work as a collaborative group of employees and managers, who carry out timely and full 2-way communications, between the employees in each department, management and the members of the committee.
- There shall be two (2) co-chairpersons, one (1) of which shall be selected by the collective unions in the facility, and a secretary agreed by the membership of the Committee. The meetings will be run as business meetings, with agendas and notes of each meeting distributed in a timely manner by the secretary. The notes of each meeting shall be made available to all staff, with a copy sent to the Vice President Operations.
- 34.03 The Employer will co-operate with the Committee by providing:
- (a) materials and equipment necessary to carry out its functions in accordance with its terms of reference;
 - (b) data pertaining to workplace health and safety conditions;
 - (c) access to information pertaining to accidents, incidents, or occupational diseases that occur at the worksite.
- 34.04 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;

- (b) in the development and promotion of measures to protect the safety and health of Employees in the facility and to check the effectiveness of such measures.
- 34.05 The Employer shall not unreasonably deny Committee Members access to the workplace to conduct safety inspections, including monitoring.
- 34.06 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.
- 34.07 The Health and Safety Committee may also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Committee may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to present the recommendations in writing to the General Manager. The General Manager will reply in writing to the Health and safety Committee within thirty (30) days of the presentation by the Committee. Should the issue remain unresolved following the General Managers written response, the Local may request and shall have the right to have the matter decided by way of Arbitration in accordance with the process outlined in Article 33: Arbitration.
- 34.08 The Occupational Health and Safety Committee will make recommendations to the Employer regarding possible strategies and processes in order to accommodate and promote early return to work of Employees who are recovering from illness or injury. In the event that the Union has recommendations that are different from the Occupational health and Safety Committee, the Union shall have the right to submit such recommendations to the Employer.
- 34.09 Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Basic Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.
- 34.10 **Duty to Accommodate**
- The Employer and the Union recognize that there exists a duty to accommodate Employees with disabilities. Therefore, the Parties agree to meet and discuss the situation of any Employee with a disability to explore what steps may reasonably be taken in the workplace to accommodate the Employee's disability. These steps will be implemented provided it does not cause undue hardship to the Company.
- 34.11 No Employee shall be assigned to work alone.
- 34.12 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

- 34.13 The Employer may require the Employees to have annual influenza immunization, subject to the following:
- (a) an Employee provides the Employer with a signed certificate from the Employee's physician that she/he has had the immunization or should not take it for medical reasons;
 - (b) the Employer may request additional medical information, in which case the Employee may be required to remain on leave of absence without pay, in accordance with Article 22, for the duration of the influenza outbreak or until she/he can provide the necessary documentation;
 - (c) an Employee who does not take the influenza immunization will be given the option to remain off work without pay for the duration of an influenza outbreak, or taking a prophylactic course of anti-viral medication if deemed appropriate by Public Health.
- 34.14 (a) The Employer shall have in place a harassment policy.
- (b) There shall be a policy supporting zero tolerance of harassment.
- 34.15 In the event of an outbreak, the Employer shall take all necessary steps to safeguard Employees health and safety.

ARTICLE 35: IN-SERVICE PROGRAMS

- 35.01 (a) The Employer shall provide inservice education and ensure that each Employee has the opportunity to attend the required sessions for the facility. Employees required to attend compulsory inservices shall be paid at the applicable rate of pay for attendance.
- (b) Employees may attend inservice programs which are not identified as compulsory by the Employer with the Employer's permission. Employees attending non-compulsory inservices shall suffer no loss of regular earnings for attending such programs.
- (c) In addition to any inservice the Employer may identify as compulsory, the following inservice programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) Cardio-Pulmonary Resuscitation
 - (ii) Fire, Evacuation, Disaster Review
 - (iii) Back Care
 - (iv) Blood Glucose monitoring

(v) Protection For Persons in Care Act.

35.02 Professional Development Days

Upon request, each Employee shall be granted at least three (3) professional development days annually, at the Basic Rate of Pay. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

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

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

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01 (a) In each site, a Professional Responsibility Committee shall be established with up to three (3) Employees elected by the Union and up to three (3) representatives of the Employer. A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within 10 days of receiving a written complaint regarding patient/resident/client care.
- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Professional Responsibility Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees relative to patient/resident/client care.
- (e) The Union shall discuss the complaint with the most immediate supervisor in an excluded management position before the matter is discussed at the Professional Responsibility Committee.
- (f) The parties will provide available relevant information to allow for meaningful discussion of staffing issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular staffing issue(s).
- (g) When an item is unresolved for more than 45 calendar days, that is, not having received a satisfactory answer from the party or parties concerned, either parties' representative(s) on the Professional Responsibility Committee may request and shall have the right to present their complaint to the President of

the Company. The President of the Company will then give their reply to the Professional Responsibility Committee within 14 calendar days.

- (h) To prevent misunderstandings and to assure all problems are dealt with, answers must be communicated, in writing, to the Professional Responsibility Committee.

36.02 An Employee attending Professional Responsibility Committee meetings shall be paid her or his Basic Rate of Pay for such attendance.

ARTICLE 37: TECHNOLOGICAL CHANGE

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

ARTICLE 38: JOB DESCRIPTION

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

ARTICLE 39: COMMITTEE PARTICIPATION

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

ARTICLE 40: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

40.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations. Upon request, a summary of the purposes for which these funds are utilized shall be provided to the Union.

LETTER OF UNDERSTANDING**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 pay (based on the Employee's full-time equivalency) at their Basic Rate of Pay for each full period of 1765.75 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 and for whom no alternate vacant position is available, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 15 of the Collective Agreement; or
 - (b) Severance in accordance with this Letter of Understanding.
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 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 July 1, 2017 or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING**RE: 2014-2016 LUMP SUM PAYMENTS**

1. 2014 Lump Sum
 - (a) The \$1,000 amount of the lump sum is for Regular and Temporary Full-Time Employees.
 - (b) For Part-Time and Casual Employees, the \$1,000 amount is to be prorated based on the proportion of their regular hours actually worked between July 1, 2014 and June 30, 2015 to the full-time hours of work at their home site, to a maximum of \$1,000.
 - (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. 2015-16 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 July 1, 2015 and June 30, 2016 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 pro-rated.
- (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.

LETTER OF UNDERSTANDING**RE: LUMP SUM PAYMENT**

The parties agree that:

1. An Employee shall receive a lump sum payment of up to \$1000, to be paid semi-annually, as follows:
 - (a) Full-time Employees shall receive:
 - (i) \$500 on the first pay day following the pay period which includes September 30; and
 - (ii) \$500 on the first pay day following the pay period which includes March 31.
 - (b) Part-time and Casual Employees shall receive:
 - (i) \$500 on the first pay day following the pay period which includes September 30, pro-rated to their regular hours actually worked between April 1 and September 30; and
 - (ii) \$500 on the first pay day following the pay period which includes March 31, pro-rated to their regular hours actually worked between October 1, and March 31.
2. For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
 - (a) Leaves of absence for Union and Local business;
 - (b) Other leaves of absence of one (1) month or less;
 - (c) Time on sick leave with pay;
 - (d) Absences while receiving Workers’ Compensation; and
 - (e) Educational leave up to 24 months.
3. Employees who commence employment or change her or his employment category within one (1) of the defined qualifying periods shall have their entitlement pro-rated.
4. Employees terminating employment shall be entitled to the lump sum payment pro-rated for the period up to and including the date of termination.
5. This Letter of Understanding shall not apply to Undergraduate Nurses.

LETTER OF UNDERSTANDING

RE: WAGE RE-OPENER

The parties have agreed to a Collective Agreement Term of July 1, 2014 to June 30, 2017.

The parties agree that for the July 1, 2016 to June 30, 2017 year of the Collective Agreement, there will be a wage re-opener.

The parties agree the only items open for negotiations shall be a general salary adjustment to the salary rates in the Salary Appendix in the Collective Agreement.

The parties shall commence negotiations for the re-opener within 30 days of receipt of the AHS funding advice letter and in any event no later than June 1, 2016.

If the Employer and the Union are unable to agree upon the salary adjustment and lump sum payment, either party may give written notice to the other Party of its desire to submit resolution of the adjustment to mediation/interest arbitration. The terms of Article 32: Dispute Resolution Process of the Collective Agreement will apply to the arbitration process and award.

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

(Employer)

(Union)

Date: _____

Date: _____