

COLLECTIVE AGREEMENT

BETWEEN

**EXTENDICARE CANADA INC.
EXTENDICARE – CEDARS VILLA**

AND

**UNITED NURSES OF ALBERTA
LOCAL #422**

EXPIRY

JULY 31, 2019

NUMERICAL INDEX

Preamble	1
Article 1: Term Of Collective Agreement	1
Article 2: Definitions	2
Article 3: Recognition And Union Security	3
Article 4: Management Rights.....	5
Article 5: No Discrimination.....	5
Article 6: Discipline And Termination	5
Article 7: Grievance Procedure.....	6
Article 8: Arbitration	8
Article 9: Vacancies, Promotions And Transfers	9
Article 10: Layoff And Recall.....	10
Article 11: Seniority.....	12
Article 12: Recognition Of Previous Experience	14
Article 13: Probationary Period	15
Article 14: Hours Of Work	15
Article 15: Overtime	18
Article 16: Callback	19
Article 17: Vacations	19
Article 18: Named Holidays	21
Article 19: Sick Leave	23
Article 20: Workers' Compensation	25
Article 21: Liability Insurance	26
Article 22: Leaves Of Absence	26
Article 23: Union-Management Committee.....	30
Article 24: Bulletin Board	31
Article 25: No Strike Or Lockout	31
Article 26: Salaries.....	31
Article 27: Education Allowances.....	32
Article 28: Premiums.....	32
Article 29: Health Benefits	34
Article 30: Personnel File.....	35
Article 31: Part Time And Casual Employees.....	36
Article 32: Term Position.....	38
Article 33: Occupational Health And Safety.....	38
Article 34: Registered Retirement Savings Plan (RRSP)	39
Article 35: In-Service Programs	40
Article 36: Mileage	42
Article 37: Job Profiles	42
Legacy Salary Appendix.....	43
Initial Salary Appendix	44
Salary Appendix.....	45
Appendix "A" Employee Benefit Program	46
Letter Of Understanding Re: Group Registered Retirement Savings Plan.....	48
Letter Of Understanding Re: Severance.....	50
Letter Of Understanding Re: Retention Of Experienced Employees.....	52
Letter Of Understanding Re: "Red Circling" Employees Previously Assigned Charge Pay Days	54
Letter Of Understanding Re: Legacy Settlement Equalizations Lump Sums	55
Letter Of Understanding Re: Market Condition Lump Sum Payment	57

Letter Of Understanding Re: First Collective Agreement Implementation	59
Letter Of Understanding Re: Specialized Terms And Conditions	61
Letter Of Understanding Re: Decreasing Or Increasing Regular Hours Of Work.....	67
Letter Of Understanding Re: Changes To Collective Agreement During Its Term	71
Letter Of Understanding Re: Change To Daily Hours Of Work	72

ALPHABETICAL INDEX

Appendix "A" Employee Benefit Program	46
Arbitration (Article 8)	8
Bulletin Board (Article 24)	31
Call Back (Article 16)	19
Definitions (Article 2).....	2
Discipline And Termination (Article 6).....	5
Education Allowances (Article 27)	32
Grievance Procedure (Article 7)	6
Health Benefits (Article 29)	34
Hours Of Work (Article 14).....	15
Initial Salary Appendix	44
In-Service Programs (Article 35).....	40
Job Profiles (Article 37).....	42
Layoff And Recall (Article 10)	10
Leaves Of Absence (Article 22).....	26
Legacy Salary Appendix	43
Letter Of Understanding Re: Group Registered Retirement Savings Plan	48
Letter Of Understanding Re: Severance.....	50
Letter Of Understanding Re: Retention Of Experienced Employees.....	52
Letter Of Understanding Re: "Red Circling" Employees Previously Assigned Charge Pay Days	54
Letter Of Understanding Re: Legacy Settlement Equalizations Lump Sums	55
Letter Of Understanding Re: Market Condition Lump Sum Payment	57
Letter Of Understanding Re: First Collective Agreement Implementation	59
Letter Of Understanding Re: Specialized Terms And Conditions.....	61
Letter Of Understanding Re: Decreasing Or Increasing Regular Hours Of Work.....	67
Letter Of Understanding Re: Changes To Collective Agreement During Its Term	71
Letter Of Understanding Re: Change To Daily Hours Of Work	72
Liability Insurance (Article 21).....	26
Management Rights (Article 4)	5
Mileage (Article 36).....	42
Named Holidays (Article 18)	21
No Discrimination (Article 5)	5
No Strike Or Lockout (Article 25).....	31
Occupational Health And Safety (Article 33)	38
Overtime (Article 15).....	18
Part Time And Casual Employees (Article 31)	36
Personnel File (Article 30)	35
Premiums (Article 28)	32
Probationary Period (Article 13).....	15
Recognition And Union Security (Article 3).....	3
Recognition Of Previous Experience (Article 12).....	14
Registered Retirement Savings Plan (RRSP) (Article 34).....	39
Salaries (Article 26)	31
Salary Appendix.....	45
Seniority (Article 11)	12
Sick Leave (Article 19).....	23
Term Position (Article 32)	38
Union-Management Committee (Article 23)	30
Vacancies, Promotions And Transfers (Article 9).....	9

Vacations (Article 17).....	19
Workers' Compensation (Article 20).....	25

COLLECTIVE AGREEMENT

BETWEEN

**EXTENDICARE CANADA INC.
EXTENDICARE CEDARS VILLA
(HEREINAFTER REFERRED TO AS "THE EMPLOYER")**

OF THE FIRST PART

AND

**UNITED NURSES OF ALBERTA,
LOCAL #422
(HEREINAFTER REFERRED TO AS "THE UNION")**

OF THE SECOND PART

PREAMBLE

WHEREAS the parties to this Collective Agreement acknowledge that their respective goals can best be achieved if harmonious relationships exist between the Employer and the Employees.

AND WHEREAS the United Nurses of Alberta Local 422 has been authorized by the Employees and certified under the Labour Relations Code to act as bargaining agent.

AND WHEREAS the Employer and the United Nurses of Alberta Local 422 are desirous of concluding an Collective Agreement for the purpose of establishing rates of pay and other terms and conditions of employment for all Employees when employed in direct nursing care or instruction therein.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 This Collective Agreement shall be effective from November 28, 2017 until July 31, 2019 unless otherwise specified, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to change or amend this Collective Agreement.
- 1.02 This Collective Agreement shall remain in full force and effect until either party to this Collective Agreement is in a legal strike or lockout position or a new Collective Agreement has been executed, whichever is earlier.

ARTICLE 2: DEFINITIONS

- 2.01 “Local” shall mean the United Nurses of Alberta, Local 422.
- 2.02 “Employer” shall mean and include such persons as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of Extendicare Canada Inc.
- 2.03 “Employee” shall mean any person when employed by the Employer and covered by this Collective Agreement. At time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or term, and such assignment shall not be altered except in accordance with the provisions of the Collective Agreement.
- (a) “Regular Employee” is one who is hired to work on a full-time or part-time basis on regularly schedule shifts of a continuing nature;
 - (i) “Full-time Employee” shall mean an Employee who is scheduled to regularly work the full prescribed working hours exclusive of overtime.
 - (ii) “Part-time Employee” shall mean an Employee who is scheduled to regularly work weekly hours which are less than the hours of a Full-time Employee.
 - (b) “Casual Employee” is one who is:
 - (i) hired to work occasionally on a “call” basis and who is not scheduled; or
 - (ii) relieves for absences recognized by this Collective Agreement the duration of which are two (2) months or less.
 - (c) “Term Employee” is one who is hired on a temporary basis for a full-time or part-time position;
 - (i) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of two (2) months; or
 - (ii) 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 two (2) months; or
 - (iii) to carry out a Special Short Term Project.
- 2.04 The singular shall include the plural and vice versa as applicable.
- 2.05 (a) “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurse 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 who has graduated from an approved School of Nursing and completed a basic nursing education program or one who has satisfied the Nursing Education Program Advisory Board;

and who has been granted a Temporary Permit pursuant to the *Health Professions Act, R.S.A. 2000, c.H-7 and Regulations*.

- (c) “Graduate Psychiatric Nurse” means a person whose name is in the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act, R.S.A. 2000, c.H-7 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.
- 2.06 (a) “Registered Nurse” means a person who is issued a certificate of registration as a registered nurse under the *Health Professions Act, R.S.A. 2000, c.H-7* and holds an annual certificate.
- (b) “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, R.S.A. 2000, c.H-7* as amended, and whose name is entered on the membership register of the Psychiatric Nurses Association of Alberta and who is in good standing pursuant to the Psychiatric Regulation to the *Health Professions Act, R.S.A. 2000, c.H-7*.
- 2.07 “Basic Hourly Rate of Pay” is the rate of pay applicable to the Employee inclusive of education allowance and the Special Long Service Pay Adjustment but exclusive of all other allowances and premium payments.
- 2.08 “Union” shall mean the United Nurses of Alberta Local which is party to this Collective Agreement or its designate.
- 2.09 “Term Position” shall mean a position occupied by an Employee for a specified period of time, up to a maximum of one (1) year to replace another Employee who is on a leave of absence, sick leave for a period expected to exceed two (2) months or to carry out a special short term project.
- 2.10 “Shift” means a daily tour of duty exclusive of overtime hours.
- 2.11 “Gross Earnings” shall mean all monies earned by the Employee under the terms of the Collective Agreement.
- 2.12 “Annual” shall mean calendar year unless otherwise defined in the Collective Agreement.
- 2.13 “Shift Schedule Period” shall mean the period of time over which the shift schedule repeats. A shift schedule period shall not exceed twelve (12) weeks.

ARTICLE 3: RECOGNITION AND UNION SECURITY

- 3.01 The Employer recognizes the United Nurses of Alberta, Local 422 as the sole and exclusive bargaining agent on behalf of all Employees when employed in direct nursing care or instruction therein with respect to wages, hours of work, vacations, Named Holidays and all other terms and conditions of employment.

- 3.02 The Union shall exercise its rights pursuant to this Collective Agreement in a fair and reasonable manner.
- 3.03 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.04 Commencing the first month following November 28, 2017 and subject to receipt of written authorization from the Union, the Employer agrees to deduct from the earnings of each Employee covered by this Collective Agreement as a condition of employment monthly amounts equal to the monthly membership dues and Local levies as advised by the Local. Such deductions shall be forwarded to the Provincial Office of United Nurses of Alberta, not later than the fifteenth (15th) day of the month following and shall be accompanied by a list of names of the Employees from whom deductions have been taken and the amounts of the deductions and the gross earnings of each Employee.
- 3.05 The Local shall give the Employer thirty (30) days written notice of any change in the amount of Union dues deductions to be made by the Employer and the effective date of such change.
- 3.06 (a) A representative of the Union shall have the right to make a presentation of up to fifteen (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, and further provided that a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Local of the time, place, and the number of Employees expected at orientation.
- 3.07 The Union shall provide each Employee and all new Employees with a copy of the Collective Agreement.
- 3.08 The Employer shall show on the Employee's T-4 slip the total amount of Union dues deducted for the taxation year.
- 3.09 The Employer shall advise the Union of newly hired and terminated Employees in writing.
- 3.10 The Employer will prepare the Collective Agreement for the parties' signatures upon written notification of ratification and the Union shall subsequently arrange to photocopy/print the Collective Agreement. The cost of photocopying/printing the Collective Agreement shall be shared equally by the Union and the Employer.
- 3.11 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 provisions of such in an electronic form.
- 3.12 The Union shall notify the Employer in writing of the names of the UNA Labour Relations Officer and Local Executive within fourteen (14) calendar days of November 28, 2017.

The Union shall endeavor to notify the Employer in writing of the names of the UNA Labour Relations Officer and Local Executive within two (2) calendar weeks of any changes.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Local acknowledges that it shall be the right of the Employer to operate and manage the business of the Nursing Home 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 job classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or job 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 agrees that any exercise of these rights and powers shall not contravene the provisions of this Collective Agreement.
- 4.03 The Employer shall exercise its rights pursuant to this Collective Agreement in a fair and reasonable manner.

ARTICLE 5: NO DISCRIMINATION

- 5.01 There shall be no discrimination, restriction or coercion exercised or practices by either party in respect of any Employee by reason of race, colour, creed, ancestry, place of origin, source of income, political or religious affiliation, gender, age, physical disability, marital or family status, sexual orientation, mental disability nor by reason of membership or non membership or activity in this Union, nor in respect of an Employee or the Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

ARTICLE 6: DISCIPLINE AND TERMINATION

- 6.01 Written discipline shall be given to an Employee and a copy to the Union for unsatisfactory conduct or job performance. This written discipline shall be given within twelve (12) days, exclusive of Saturdays, Sundays and Named Holidays, of the date the Employer first became aware of the occurrence. Should written discipline be processed through the grievance procedure and found to be unjustified, the written discipline shall be removed from the Employee's personnel file. Any written discipline shall be removed from an Employee's personnel file after a period of eighteen (18) months in which he/she has not received any further written discipline.
- 6.02 The procedure stated in clause 6.01 does not prevent immediate suspension or dismissal for just cause.

- 6.03 An Employee absent for two (2) or more shifts without notifying the Employer shall be considered to have vacated his/her position unless a valid reason is provided for lack of notification.
- 6.04 There shall be no written discipline, suspension or termination of employment except for just cause.
- 6.05 An Employee who resigns his/her employment will endeavour to give fourteen (14) calendar days notice, exclusive of any vacation due, to the Employer.
- 6.06 (a) The Employer shall advise the Employee of their right to Union representation prior to the imposition of discipline. The Employer shall advise the Employee and the Local of the Union prior to the commencement of the meeting as to the nature of the discussion. If requested, the Union representative shall have time to meet with the Employee prior to the meeting with the Employer.
- (b) A Union representative shall be present when the Employer is imposing discipline.
- (c) Discipline shall only be imposed at a meeting held for such a purpose.
- 6.07 In the event that an Employee is reported to his/her licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Local.

ARTICLE 7: GRIEVANCE PROCEDURE

7.01 Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter shall be sufficient if delivered to the President or Secretary of the Local.
- (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 8 shall be sufficient if delivered to the Director, General Programs or Director, Dementia Programs, or Regional Manager of Programs.
- (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 providing the Employee does not leave the Employer's premises.

7.02 Time Periods

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

7.03 Steps of Grievance Procedure Involving Disputes Between the Employer and Employee

(a) *Step 1*

Subject to provisions of clause 13.02, 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 his/her immediate supervisor. During such discussion, another Employee or Union representative of the Employee's choice may be present. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

(b) *Step 2*

The grievance shall be submitted in writing to the Director, General Programs or Director, Dementia Programs as applicable within ten (10) days of the occurrence of the act causing the grievance. The party initiating the grievance shall specify in its grievance document the details of the dispute including the clause(s) and/or article(s) affected and the desired resolution. The decision of the applicable Director shall be communicated to the Local in writing within seven (7) days of receipt of the grievance. If the grievance is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) *Step 3*

The grievance, within seven (7) days of the decision of the applicable Director under Step 2 shall be submitted in writing to the Regional Manager of Programs. The party initiating the grievance shall specify in its grievance document the details of the dispute including the clause(s) and/or article(s) affected and the desired resolution. The decision of the Regional Manager of Programs shall be communicated, in writing, to the Local within seven (7) days of the submission.

(d) *Step 4*

If the decision of the Regional Manager of Programs 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 Regional Manager of Programs.

(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. Where a grievance meeting is held at Step 2 or Step 3, the timeframe for the Employer's response as set out at that step shall commence from the date of the grievance meeting.

7.04 (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 there from in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.

(b) A "Policy Grievance" is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be

initiated at Step 2, in writing, to the Regional Manager of Programs or equivalent or Local Union President, by a representative of the aggrieved party within ten (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.

7.05 Default

- (a) Should the Employee(s) or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limit.
- (b) Should the Employer fail to comply with any time limit in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.
- (c) 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 (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 forty-five (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.

7.06 Except in a case of suspension or dismissal, during any and all proceedings mentioned in this Article, the Employee shall continue to perform faithfully his/her duties.

ARTICLE 8: ARBITRATION

- 8.01 Either of the parties wishing to submit a grievance to either a Board of Arbitration or a single Arbitrator as may be mutually acceptable, shall notify the other party in writing of its intention to so do. The party giving notification shall include either the name of their nominee or a list of acceptable arbitrators as the case may be.
- 8.02 Within seven (7) days after receipt of notification as provided in clause 8.01 above, the party receiving notification shall advise the other party either of its acceptance of a single Arbitrator or its nominee to an Arbitration Board.
- 8.03 No person shall be appointed as an Arbitrator or as a member of an Arbitration Board if the person is directly affected by the difference or if the person has been involved in an attempt to negotiate or settle the difference.
- 8.04 The appointees nominated by the parties shall, within seven (7) days, endeavour to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour for the Province of Alberta to appoint a Chairperson.
- 8.05 After the Arbitration Board has been formed, or the single Arbitrator appointed, in accordance with the above procedure, a meeting shall be held as soon as reasonably possible to hear such evidence as both parties may desire to present to assure a full, fair hearing. A decision in writing to the parties shall be rendered within sixty (60) days after completion of the hearing.

- 8.06 The Chairperson shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered shall be final and binding on both parties. The decision of a single Arbitrator shall be final and binding on both parties.
- 8.07 The Arbitration Board or single Arbitrator in its decision shall not alter, amend or change the terms of this Collective Agreement.
- 8.08 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or of a single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- 8.09 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 8.10 For the purposes 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 the Named Holidays Article.

ARTICLE 9: VACANCIES, PROMOTIONS AND TRANSFERS

9.01 Job Postings

- (a) Vacant positions within the bargaining unit shall be posted for a minimum of ten (10) calendar days in advance of making an appointment.
- (b) The job posting shall include a description of the duties, shifts involved and all relevant qualifications of the position. The job posting will state the anticipated start date of the position and the expected term of a term position. A copy of the job posting shall be forwarded to the Union within five (5) days of the job posting.
- (c) All job postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.
- 9.02 All applications for a vacancy, transfer or promotion shall be submitted in writing to the Employer.
- 9.03 All applicants for a vacancy, transfer and/or promotion shall be informed in writing of the name of the successful applicant within five (5) working days of the date of the appointment and a copy provided to the Union.
- 9.04 If circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointment shall be made on a temporary or relief basis only.
- 9.05 All vacancies shall be filled whenever possible from within the bargaining unit.
- 9.06 In filling vacancies or making promotions and transfers, the determining factors shall be seniority, skill, training, knowledge, efficiency and other reasonable and relevant attributes.
- 9.07 All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a sixty (60) calendar day trial period in which to demonstrate his/her ability to perform the new position satisfactorily. Should either:

- (a) the Employer determine that the Employee is unable to fulfill the requirements of the position during the trial period, or
- (b) the Employee requests reinstatement to her/his former position during the trial period,

the Employer will reinstate the Employee in his/her former position or if such reinstatement is not possible, place the Employee in another suitable position at a basic hourly rate of pay equivalent to that of his/her former position.

9.08 In instances where a Full or Part-time Employee accepts a regular or term position which is outside of the scope of the bargaining unit, the resultant vacancy shall be posted as a term position, not exceeding six (6) months. During this six (6) month period, the former Employee may be reinstated into his/her former position.

9.09 At the time of hire or transfer, or change of hours in accordance with Letter of Understanding – Decreasing or Increasing Regular Hours of Work, or change in employment status in accordance with Article 31 or 32, all Employees shall receive a letter of employment which shall include the following:

- (a) the Employee's date of hire and transfer (if applicable);
- (b) the Employee's employment status (full-time, part-time, casual, or term);
- (c) the job classification;
- (d) basic hourly rate of pay and step on the Salary Appendix;
- (e) hours required until the next increment;
- (f) and for Full and Part-time Employees, the number of hours over the shift schedule period.

ARTICLE 10: LAYOFF AND RECALL

- 10.01
- (a) Should the Employer find it necessary to eliminate a position or to reduce the regular hours of an Employee due to a drop in the resident census, or as a result of a reduction in provincial or regional funding, or a change in government regulations, it will so notify the Union in writing as far in advance as possible. The Union and the Employer will meet within fourteen (14) calendar days of such notice to discuss the matter including the reasons for the intended changes, the feasibility of a severance package for Employees, and the anticipated changes to staffing.
 - (b) Should the Employer decide to proceed, an Employee whose position is eliminated or whose regular hours are reduced will be given twenty-eight (28) calendar days notice in writing. A copy will be supplied to the Union.
 - (c) An Employee whose position is eliminated or whose regular hours are reduced or who is displaced in accordance with this Article shall have the right to displace an Employee with less seniority in a position for which he/she has the ability to perform the work, or at his/her option, take a position which is vacant and for which he/she has the ability to perform the work.

- (d) An Employee exercising his/her right to displace another Employee or to take a vacant position pursuant to clause 10.01 (c) shall within forty-eight (48) hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of the information necessary to make a decision regarding vacancies or displacement, an Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 10.01(c) shall advise the Employer, in writing, of his/her decision, including the name of the Employee he/she wishes to displace or the vacant position he/she wishes to take. Where the Employee fails to exercise such right within the specified time limit, he/she shall be deemed to have waived his/her right to displace another Employee or take a vacant position and the Employer shall:
 - (i) place his/her in any available vacant position of the Employer's choice for which he/she has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with clause 10.02.
- (e) Notwithstanding clause 10.01 (c) and (d) an Employee may not displace an Employee, or take a vacant position, in a higher rated job classification (e.g. Staff Development Coordinator).

10.02 The following provisions shall apply in the event of a layoff:

- (a) Where possible, the Employer will give twenty-eight (28) calendar days notice of lay-off or shall make a payment at the Employee's basic hourly rate of pay for all of the Employee's scheduled hours of work for the twenty-one (21) calendar day period or portion thereof for which notice has not been given.
- (b)
 - (i) For Employees who have been given notice of lay-off, subject to the benefit plans, the Employer will continue to make payment of its share of the benefit premium cost referred to in Article 29 on behalf of the laid off Employee for the first three (3) months following the notice of layoff inclusive of the month the layoff notice is given in.
 - (ii) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements with the benefit plan carrier for payment of the full premium cost of any of the benefit plans referred to in Article 29. The Employee may continue to participate in the said benefit plan until he/she is laid off for greater than twelve (12) months without being recalled. The Employee must give notice of his/her decision to exercise this option no less than fourteen (14) calendar days prior to the end of the time period set out in clause 10.02(b)(i) in order that such payments commence the first of the month following the period of time set out in clause 10.02(b)(i).
- (c) Employees shall be laid off in the reverse order of their seniority.
- (d) Employees shall be recalled in the order of their seniority provided they are qualified to do the work.

- (e) No new Employee shall be hired until all Employees on layoff have been given the opportunity of recall.
- (f) The Employer shall recall the Employee from layoff by telephone and if such is not possible, by double registered letter sent to the Employee's last known home address. Telephone notifications shall be confirmed by a double registered letter.
- (g) The Employee so notified shall return to work as soon as possible but not later than seven (7) calendar days following the date of the delivery of the letter.
- (h) An Employee who fails to respond to the notice of recall as detailed above shall be deemed to have resigned from his/her position, however, the Employer will give consideration to unusual circumstances.
- (i) Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- (j) Notwithstanding clause 10.02 (g) and (h) and clause 11.02 (d) for recalls less than fourteen (14) calendar days duration, an Employee on layoff will be offered additional shifts until such time as the Employee's hours equal their pre-layoff hours of work in each bi-weekly period. An Employee on layoff shall have the right to refuse an offer of a work period of less than fourteen (14) calendar days without adversely affecting his/her recall status.

ARTICLE 11: SENIORITY

- 11.01 (a) An Employee's seniority date shall be the most recent date on which an Employee's continuous service commenced, including all periods of service as a Full-time, Part-time or Casual Employee contiguous to current employment.
- (b) Continuous service shall include:
- (i) service as a bargaining unit Employee in direct nursing or nursing instruction;
 - (ii) service with a UNA bargaining unit provided there was no break in the Employee's service for longer than six months;
 - (iii) service with another Extendicare Employer in direct care nursing or nursing instruction provided there was no break in the Employee's service for longer than six months.
- 11.02 Seniority shall be considered in determining:
- (a) preference of vacation time in accordance with the provisions of clause 17.04;
 - (b) layoffs and recalls in accordance with the provisions of clause 10.01;
 - (c) the filling of vacancies or making promotions and transfers within the bargaining unit in accordance with the provisions of clause 9.06;
 - (d) distribution of additional shifts to Part-time Employees.

11.03 An Employee shall lose all seniority if he/she terminated the employ with the Employer and is not reemployed within six months or is laid off for greater than twelve months without being recalled.

11.04 **Seniority Lists**

(a) Provision of Seniority Lists

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

- (i) in April and October of each calendar year, and
- (ii) when Employees have been served notice pursuant to the provisions of Article 10.

Transition:

The initial seniority list pursuant to Article 11.04 for the Parties' first Collective Agreement shall be provided within 90 days following November 28, 2017. Thereafter, these transition provisions are no longer applicable and null and void.

(b) Contents of Seniority Lists

The seniority list shall contain the name and seniority date of each Full-time, Part-time, Casual Employee in chronological order, along with each Employee's Full-time equivalents (FTE) and job classification.

(c) Correction of Seniority Lists

The Union may question or grieve any inaccuracies with thirty days of receiving the seniority list except for Employees on a previous seniority 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 clause 11.03;
- (ii) transfer to an excluded position and/or out of scope position.

(d) Where an Employee claims previous service under clause 11.01 (b) (ii), the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

(e) Where an Employee claims previous service under clause 11.01 (b) (iii), the Employer carries the responsibility for compiling the necessary proof and providing it to the Union.

(f) Seniority Tie-Breaking

- (i) Where two (2) or more Employees have the same seniority date the Union will determine individual ranking. An updated list shall be shared with the Employer at least every six 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.

- 11.05 In the case of an Employee entering the bargaining unit from an excluded position or out of scope position was contiguous with a previous period of employment within the bargaining unit (Full-time, Part-time, Casual), 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.
- 11.06 An Employee who has accrued seniority in accordance with 11.01 (b) shall upon termination of employment and rehire be entitled to maintain their previous seniority date provided that there has not been a break of six months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with clause 11.02, but shall have no impact upon the Employee, as an external candidate, obtaining employment.

ARTICLE 12: RECOGNITION OF PREVIOUS EXPERIENCE

- 12.01 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-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 twelve (12) months; the Employer will recognize experience that is more than five years old.
 - (d) Should the Employee fail to provide evidence of previous experience in a timely fashion, he/she will not be entitled to more than three (3) months retroactivity.
- 12.02 Additional time worked, measured in paid hourly units and not credited for the purposes of initial placement on the salary scale shall be applied towards the calculation of the next increment.
- 12.03 Part-time and Casual Employees shall be entitled to have their starting salary adjusted by the following formula:
- (a) the salary of an Employee with a minimum of two thousand and fifteen (2015) paid hours shall be advanced one increment on the salary scale.
 - (b) the salary of an Employee for each additional period of two thousand and fifteen (2015) paid hours shall be advanced by one additional increment.
 - (c) clause 12.02 shall apply to Part-time and Casual Employees.
- 12.04 Paid hours shall be defined in accordance with clause 26.03 (b).

ARTICLE 13: PROBATIONARY PERIOD

- 13.01 (a) A new Employee shall serve a probationary period of three hundred and eighty-seven point five (387.5) hours worked. The Employer shall provide an evaluation of each probationary Employee at least once prior to the completion of his/her probationary period. This does not preclude the Employer from terminating an Employee for cause during his/her probationary period without an evaluation.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 13.02 Article 4 and clause 6.04 notwithstanding, an Employee may be discharged during his/her probationary period without recourse to the grievance and arbitration provisions of this Collective Agreement. At the request of the Union, a meeting will be held to discuss the reasons for the discharge of a probationary Employee.
- 13.03 An Employee shall receive a performance evaluation at the midway point of his/her probationary period and again prior to the completion of his/her probationary period.
- 13.04 The Employer shall provide a paid orientation program of thirty-eight point seven five (38.75) hours for all new Employees during the probationary period. Where an Employee informs the Director, General Programs or Director, Dementia Programs as applicable, that his/her orientation was not sufficient, the Employer will provide additional orientation. Where the Employee will be on rotating shifts, the first three (3) shifts shall be day shift and the Employee's first two (2) shifts on evenings and/or nights shall be under guidance or supervision.

ARTICLE 14: HOURS OF WORK

- 14.01 (a) Regular hours of work for Full-time Employees shall be:
- (i) seven point seven five (7.75) consecutive hours per day;
- (ii) seventy-seven point five hours (77.5) bi-weekly;
- and shall exclude a one-half (1/2) hour lunch period but include two (2) fifteen (15) minute coffee breaks per day.
- (b) An Employee recalled to duty during his/her meal period or rest period shall, if possible, be provided with a full meal period or rest period, as the case may be, later in his/her shift. In the event that this is not possible, he/she shall be paid for such at two times (2X) his/her basic hourly rate of pay. Meal periods or rest periods shall not occur within the first or last hour of the shift.
- (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during his/her meal period, he/she shall be so advised in advance and paid for that meal period at his/her basic hourly rate of pay.
- (d) Rest periods and meal periods shall be scheduled at reasonable intervals. Where mutually agreeable, the breaks may be combined.

- 14.02 (a) Shift schedules shall be posted six (6) weeks in advance.
- Effective the first schedule 3 months following November 28, 2017:
- Shift schedules shall be posted twelve (12) weeks in advance.
- (b) Notwithstanding clause 14.02(a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Union.
- 14.03 (a) Employees may exchange shifts or days off among themselves, provided that:
- (i) the exchange is agreed in writing between the affected Employees; and
 - (ii) prior approval, which shall not unreasonably be withheld, of such exchange has been given by the Employer; and
 - (iii) such exchanges be recorded on the shift schedule by the Employer.
- (b) The Employer shall not be responsible or liable for overtime rate claims and non-compliance with the terms of this Collective Agreement that might arise or accrue as a result of such exchange between Employees.
- 14.04 Requests for permanent shifts shall be considered on an individual basis and may be approved by the Director, General Programs or Director, Dementia Programs as applicable.
- 14.05 Except in cases of emergency or by mutual agreement between an Employee and the Employer, shift schedules shall provide for:
- (a) at least fifteen and three-quarter hours (15 3/4) off duty between shifts;
 - (b) at least two (2) consecutive days off per week averaged over the shift schedule period;
 - (c) no less than two (2) weekends off in any four (4) week period. "Weekend" shall mean Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty;
 - (d) not more than seven (7) consecutive days of work.
 - (e) If an Employee is required to change shifts without receiving fifteen and three-quarter hours (15 3/4) off duty, he/she shall be entitled to pay at two times (2X) his/her basic hourly rate of pay for his/her first (1st) tour of duty on the new shift.
 - (f) An Employee scheduled to work any three (3) consecutive weekends shall be entitled to pay at two times (2X) his/her basic hourly rate of pay for all shifts worked during the third (3rd) weekend.
 - (g) Where possible there shall be forty-seven point seven five (47.75) hours off duty when changing from night shift to day shift.

14.06 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and any of the seven (7) days of the week. The first (1st) shift of the working day shall be the one where the majority of hours worked are between 2400 and 0800 hours.

14.07 Effective forty-five (45) calendar days following November 28, 2017:

Schedule Changes

- (a) If, in the course of a posted schedule, the Employer:
 - (i) changes Employees' scheduled days off without giving fourteen (14) days notice of the change, they shall be paid two times (2X) their Basic Hourly Rate of Pay for all hours worked on what would otherwise have been their off-duty days.
 - (ii) changes an Employees' scheduled Shift, but not their scheduled days off, without giving fourteen (14) days notice of the change, they shall be paid two times (2X) their Basic Hourly Rate of Pay for all hours worked during the first Shift of the changed schedule.
- (b) Employees shall be notified of such changes in their schedule and such changes shall be recorded on the Shift Schedule.

14.08 Employees who are required to rotate shifts shall be assigned day duty approximately one-third (1/3) of the time unless otherwise mutually agreed by the Employee and the Employer, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift(s) as may be necessary. 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. 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.

14.09 Effective forty-five (45) calendar days following November 28, 2017:

- (a) In the event that an Employee reports for work as scheduled and is then requested by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equivalent to four (4) hours pay at the Employee's applicable rate of pay.
- (b) In the event that an Employee is called and required to work, he/she shall be paid at two (2X) times the basic hourly rate of pay for all hours worked or four (4) hours, whichever is greater.

14.10 Effective forty-five (45) calendar days following November 28, 2017:

- (a) In the event that an Employee commences work as scheduled and is requested by the Employer to leave and then return for a later shift, the Employee shall be paid for four (4) hours or for the actual hours worked at the rate of two (2X) times his/her basic hourly rate of pay, whichever is greater.

- 14.11 (a) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time (MST), hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate.
- (b) On the date fixed by said Act for the conversion to Mountain Daylight Time (MDT), the resultant reduction of one hour in the shift involved shall be effected with the appropriate reduction in earnings.
- 14.12 There shall be no shifts of less than four (4) hours in length.

ARTICLE 15: OVERTIME

- 15.01 Overtime at the rate of two times (2X) the Employee's basic hourly rate of pay shall be paid to all Employees for:
- (a) all hours worked in excess of seven point seven five (7.75) consecutive hours;
- (b) all hours worked in excess of seventy-seven point five (77.5) hours bi-weekly;
- (c) any hours worked on an eighth (8th) and any subsequent consecutive day;
- (d) all hours worked on unscheduled shifts unless written notice of any change or alteration of his/her shift schedule has been given to the Employee seven (7) calendar days prior to the changed or altered shift.
- Effective forty-five (45) calendar days following November 28, 2017, replace (d) with the following:
- all hours worked on unscheduled shifts unless written notice of any change or alteration of his/her shift schedule has been given to the Employee fourteen (14) calendar days prior to the changed or altered shift.
- 15.02 All overtime shall be subject to authorization by the Regional Manager, Programs or designate, however, in unforeseen circumstances or if the Employee cannot contact the Regional Manager, Programs or designate or in the case of the demand of the present workload, the Employee is to be paid at the overtime rate for overtime hours worked and he/she may be required to justify such overtime to the Regional Manager, Programs or designate.
- 15.03 Overtime may be taken in time off at a mutually acceptable time at the applicable overtime rate. Accumulated overtime credit not taken by March 1st in any given year shall be paid out at the applicable rate at the time it is being paid out. A written request to carry over lieu time for 30 days following March 1 shall not be unreasonably denied.
- 15.04 Upon written request an Employee will be provided with the total of his/her accumulated overtime credits. Such requirement is satisfied by the provision of such in an electronic form.
- 15.05 In the event an Employee works a double shift, he/she shall be provided with a meal and snacks during the second shift at no cost, or if a meal cannot be provided, the Employee may order in a meal to a maximum cost of ten dollars (\$10.00).

- 15.06 The Employer shall make available overtime forms which are to be signed with a copy given to the Employee.
- 15.07 The Employer shall endeavour to minimize the use of compulsory overtime.
- 15.08 Rest periods and meal periods shall be scheduled in accordance with clause 14.01.

ARTICLE 16: CALL BACK

- 16.01 If an Employee is called to work within fifteen and three quarters (15 $\frac{3}{4}$) hours of completing a shift, he/she shall be paid for two (2) hours or the actual time worked, whichever is greater at two times (2X) his/her basic hourly rate of pay.

ARTICLE 17: VACATIONS

- 17.01 For the purpose of this Article:
- (a) “vacation” means annual vacation with pay;
 - (b) “vacation year” means the twelve (12) month period commencing on June 1 in each calendar year and concluding on May 31 in the following calendar year.
- 17.02
- (a) All vacation earned during one vacation year shall be taken during the next following vacation year at a mutually agreeable time.
 - (b) Clause 17.02 (a) notwithstanding, an Employee will be allowed, upon written request and by mutual agreement, to carry over one (1) week of earned vacation into the next vacation year. Such requests for carrying over of vacation shall be submitted not less than sixty (60) days prior to June 30th. Such week of earned vacation carried over may not be utilized during the months of July or August nor during the period December 15 to the next following January.
 - (i) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits in writing his/her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during the period, seniority shall be the deciding factor. Vacation requests submitted within the period of March 15th to April 30th will not supercede those received prior to March 15th regardless of seniority.
 - (ii) When an Employee submits a request for vacation in writing after April 30th, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.
 - (c) When an Employee has requested and vacation has been approved in accordance with clause 17.02 (b) (i), and where vacation is cancelled by the Employer with less than thirty days notice, the Employee shall be paid 2X her or his basic hourly 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, upon the Employee providing copies of receipts.

- (d) Notwithstanding clause 17.02(a), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay for that portion of the Employee's vacation entitlement that exceeds four (4) weeks.

17.03 Employees shall not waive their vacation and draw double pay.

17.04 In the selection of vacation period, every effort will be made consistent with the necessities of the operations of the Nursing Home to allow Employees to exercise their choice in accordance with their seniority status.

17.05 An Employee may, with the approval of the Employer, split his/her vacation, provided at least one (1) portion is taken during a month other than June, July or August.

17.06 **Vacation Entitlement**

Full-time Employees shall be entitled to paid vacation as set out below, however, subject to clause 17.09 and clause 22.01(d).

Vacation Entitlement will be as follows:

- (a) During the first (1st) year of employment, an Employee earns a vacation of fifteen (15) working days with pay.
- (b) During each of the second (2nd) to ninth (9th) years of employment, an Employee earns a vacation of twenty (20) working days with pay.
- (c) During each of the tenth (10th) to nineteenth (19th) years of employment, an Employee earns a vacation of twenty-five (25) working days with pay.
- (d) During each of the twentieth (20th) and subsequent years of employment, an Employee earns a vacation of thirty (30) working days with pay.
- (e) *Supplementary Vacation*

Upon reaching an employment anniversary of twenty-five years, thirty years, thirty-five years, forty years, and forty-five years of continuous service, Employees shall be credited with an additional five (5) days of vacation with pay to be taken at a time that's mutually agreeable between the Employee and the Employer, within the five (5) year period following date earned.

17.07 **Vacation Pay on Termination**

- (a) Employees who resign their employment shall be paid, within the ten (10) days after expiration of the next regular pay period. The amount to be paid shall be six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) whichever is applicable of the total gross basic hourly earnings on which vacation pay has not previously been paid.

- (b) Any provisions of this Collective Agreement notwithstanding, if employment is terminated by an Employee without giving proper notice as provided in clause 6.05, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code. The Employer may waive this clause if termination is due to illness or to other causes acceptable to the Employer.

17.08 Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to a collective agreement containing this provision, such Employee shall, after one (1) year of service, receive vacation entitlement as though his/her employment had been continuous. The Employer shall provide the Employee with a written statement of his/her vacation entitlement upon termination.

17.09 An Employee who is absent from work due to illness or injury shall accrue vacation pay or entitlements in accordance with clause 17.06 for:

- (a) periods during which the Employee is in receipt of sick leave pursuant to clause 19.03;
- (b) periods during which the Employee is in receipt of Workers' Compensation benefits for the first 24 months of such absence.

ARTICLE 18: NAMED HOLIDAYS

18.01 Full-time Employees shall be entitled to a day off with pay on or within thirty (30) days of the following Named Holidays:

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

and any day proclaimed to be a holiday by:

- (a) the Government of the Province of Alberta, or
- (b) the Government of Canada, or
- (c) the respective municipal government,

shall be recognized.

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) Except as specified in clause 18.03 (b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and a half times (1 1/2X) the Employee's basic hourly rate of pay plus:
- (i) an alternate day off scheduled by the Employer.
- (b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic hourly rate of pay plus:
- (i) an alternate day off scheduled by the Employer.

Effective the first day of the first pay period 120 days following November 28, 2017, replace 18.03 (a) and (b) with the following:

- (a) Except as specified in clause 18.03 (b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and a half times (1 1/2X) the Employee's basic hourly rate of pay plus:
- (i) an alternate day off at a mutually agreed time; or
 - (ii) by mutual agreement, a day added to his/her next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at his/her basic hourly rate of pay.
- (b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic hourly rate of pay plus:
- (i) an alternate day off at a mutually agreed time;
 - (ii) by mutual agreement, a day added to his/her next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic hourly rate of pay.
- (c) The Employer shall not schedule the alternate day off with pay as provided in clause 18.03 (a), (b), (i) and (ii) until such time as the Employee and the Employer have endeavored to agree on the date of the alternate day off. Failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- (d) In addition to an alternate day off, 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.

- (ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their basic rate of pay.

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

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

18.06 (a) Unless requested by the Employee, an Employee shall be scheduled to have either Christmas Day off or New Year's Day off. When an Employee is scheduled to have Christmas Day off, and/or New Year's Day off, he/she shall not be scheduled to work the evening shift of the day prior.

(b) Unless otherwise requested by the Employee, the Employer will endeavour that no Employee shall be scheduled to work Christmas Day for two (2) consecutive years.

Effective the first day of the first pay period 120 days following November 28, 2017, replace 18.06 with the following:

18.06 (a) Unless requested by the Employee, an Employee shall be scheduled to have either Christmas Day off or New Year's Day off. When an Employee is scheduled to have Christmas Day off, and/or New Year's Day off, he/she shall not be scheduled to work the evening shift of the day prior.

(b) (i) An Employee granted Christmas Day off in accordance with clause 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where he/she will not be obliged to work (i.e., December 24 and 25, or December 25-26).

(ii) An Employee granted New Year's Day off in accordance with clause 18.06(a) shall be scheduled such that the Employee shall have two (2) consecutive days where he/she will not be obliged to work (i.e., December 31 and January 1, or January 1-2).

(c) Unless otherwise requested by the Employee, the Employer will endeavour that no Employee shall be scheduled to work Christmas Day for two (2) consecutive years.

ARTICLE 19: SICK LEAVE

19.01 (a) Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable

under the Workers' Compensation Act. Illness included by this Article includes the health related portion of maternity leave which must be validated with a medical doctor's certificate.

- (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 Full-time Employees shall be allowed a credit for sick leave computed from the date of employment at the rate of one (1) day of each fourteen (14) shifts worked up to maximum sick leave credits of one hundred and seventy (170) working days. For purposes of accumulating sick leave credits, vacation days and Named Holidays shall be considered as shifts worked.
- 19.03 An Employee on sick leave shall be paid for the period of such leave at his/her basic hourly rate of pay and the number of days thus paid shall be deducted from his/her accumulated sick leave credits up to the total amount accumulated.
- 19.04 An Employee may be required to submit satisfactory proof to the Employer or its agents of any illness, non-occupational accident or quarantine. Failure to provide satisfactory proof may, at the Employer's discretion, result in non-payment of sick leave. Where the Employee is required by the Employer to submit a proof of illness and the Employee is required to pay for such proof, the Employer will be reimbursed in full by the Employer.
- 19.05 (a) No sick leave shall be granted for any illness or injury which is incurred by an Employee during his/her vacation, however, sick leave shall be granted after the expiry of the Employee's vacation and provided the illness continues beyond the vacation. Sick leave shall be granted for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the vacation. If the Employee so wishes the number of sick days paid for within the vacation shall be considered as vacation not taken and may be taken later.
- (b) Notwithstanding Article 19.05(a), should an Employee be admitted to hospital during the course of her vacation, she shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- 19.06 If an Employee exhausts his/her sick leave credits during the course of an illness and the illness continues he/she shall be considered as remaining on sick leave without pay for the duration of the illness or up to eighteen (18) months whichever is lesser. Upon the Employee's readiness to return to work following sick leave he/she shall notify the Employer of his/her availability to work. The Employer shall reinstate his/her in the same job classification which he/she held immediately prior to the absence, subject to the layoff and recall provisions of this Collective Agreement at the earliest opportunity but in no case longer than four (4) weeks following notification of availability.
- 19.07 An Employee absenting herself by reason of illness or injury shall give the Employer as much notice as possible to enable a replacement to be found or the duties to be redistributed.

- 19.08 Sick leave credits shall not accumulate during periods of illness, injury, quarantine and unpaid leaves of absence.
- 19.09 A Full-time or Part-time Employee who reverts to casual employment status shall have accrued income protection credits frozen and unavailable for utilization. He/she shall be re-credited with his/her accrued credits at such time as he/she is awarded a Full-time, Part-time or term position provided that there has been no interruption in employment.
- 19.10 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefore.
- 19.11 An Employee who has been receiving sick leave for a period in excess of six (6) months shall provide the Employer with two (2) weeks notice of readiness to return to work.
- 19.12 Where a new Employee commences employment within six (6) months of the date of termination of employment with another UNA-certified Extendicare facility, that Employee shall retain his/her unused sick leave credits as though his/her or his employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's unused sick leave upon termination.
- 19.13 Effective forty five (45) days following November 28, 2017:
- 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 hours during one work day. If the absence is longer than two hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

ARTICLE 20: WORKERS' COMPENSATION

- 20.01 All Employees shall be covered by Workers' Compensation.
- 20.02 It is the responsibility of Employees to immediately report to their supervisor any injuries sustained while on duty. As directed by the Employer, all such accidents and injuries shall be recorded in the "First Aid Record Binder" or the Employer database.
- 20.03 An Employee unable to report for duty as a result of an injury sustained while on duty is responsible for advising the Employer. Failure to do so will result in the Employee being considered absent without permission.
- 20.04 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 continue to receive full net salary provided he/she assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that one-tenth (1/10) day can be deducted from sick leave credits.

20.05 An Employee who has been receiving Workers' Compensation for a period in excess of six (6) months shall provide the Employer with two (2) weeks notice of readiness to return to work.

ARTICLE 21: LIABILITY INSURANCE

21.01 The Employer will provide adequate liability insurance for all Employees covered by this Collective Agreement.

ARTICLE 22: LEAVES OF ABSENCE

22.01 General Policies Governing Leaves of Absence

- (a) All applications for leave of absence shall be made in writing to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave of absence and the date of return.
- (b) An Employee who has been granted leave of absence of any kind and who overstays his/her leave without permission of the Employer may be considered to have terminated his/her employment.
- (c) Except as provided in Articles 22.03 and 22.04, in the case of a leave of absence of more than thirty (30) calendar days' duration, an Employee shall make prior arrangements for the payment of the full premium of any contributory benefit plans.
- (d) In the case of a leave of absence in excess of thirty (30) calendar days, an Employee shall cease to accrue sick leave and earned vacation. An exception will be an unpaid leave of absence for Union business, but does not apply to nurses on temporary or long term work assignments with the Union or other labour organizations. The Employee's increment date shall also be adjusted by the same amount of time as the leave of absence exceeds thirty (30) calendar days and the new increment date shall prevail thereafter.
- (e) Employees shall not be entitled to Named Holidays with pay which may fall during an unpaid leave of absence.
- (f) 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.
- (g) Any request for a leave of absence shall be responded to within a reasonable amount of time, and in any event, within fourteen (14) days.
- (h) Permission for a leave of absence will not be unfairly withheld and where permission is denied, reasons shall be given.

22.02 Union Business

The Employer shall not unreasonably withhold approval for leave of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars, negotiations or for Union or Local business. Such requests for leave of

absence without pay may be submitted in writing to the Employer. For the purposes of leaves of absences covered by clause 22.02, Employees shall continue to accrue sick leave, earned vacation and time towards increments.

22.03 Maternity Leave

- (a) The Employer shall grant a leave of absence without pay of up to twelve (12) months, upon written request. An Employee shall endeavour to provide written request for such leave at least two (2) weeks prior to the proposed starting date of the leave. The written request for such leave shall stipulate the intended date of return to work. Unless otherwise provided by law, maternity leave shall be provided for reasons of pregnancy.
- (b) An Employee on maternity leave shall give the Employer four (4) weeks written notice as to whether or not he/she intends to return to work. Upon his/her return, he/she shall be reinstated in the same position held by his/her immediately prior to taking leave and at the same step in the pay scale, or if such is not possible, the Employer shall provide his/her with alternate work of a comparable nature at not less than the same rate in the pay scale and other benefits that accrued to his/her up to the date he/she commenced leave.
- (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 accumulated sick leave credits or on unpaid sick leave as the case may be, 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 accumulated sick leave credits or unpaid sick leave as the case may be, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) The benefit premium cost sharing will continue for twelve (12) full weeks following the conclusion of the health-related period of Maternity Leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the conclusion of the health-related portion of maternity leave.

22.04 Adoption/Paternity Leave

- (a) An Employee shall, upon his/her written request, be granted adoption leave for the purpose of adopting a child or paternity leave for parenting duties following the birth of a child. Such leave shall be without pay, benefits and accrual of benefit credits. Such leave will not exceed twelve (12) months following the date of adoption or birth of a child.
- (b) An Employee on adoption or paternity leave shall give the Employer four (4) weeks written notice as to whether or not he/she intends to return to work. Upon his/her return to work, he/she shall be reinstated in the same position held by his/her immediately prior to taking leave and at the same step in the pay scale, if such is not possible, provide his/her with alternate work of a comparable nature at not less than the same rate in the pay scale and other benefits that accrued to his/her up to the date he/she commenced leave.

- (c) 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 meetings.
- (d) The Employee may commence paternity leave upon one (1) days notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.
- (e) The benefit premium cost sharing will continue for twelve (12) 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 **Bereavement Leave**

- (a) 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) Immediate family shall include, children, parents, grandparents, spouse, (spouse to include common-law and/or same sex partner), grandchildren, guardian, fiancée, aunt, uncle, niece, nephew, sisters, brothers, and mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law of the Employee or of the Employee's spouse and step relatives.
- (c) In the event of another relative or close friend, the Employer may grant an Employee one (1) scheduled day off with pay to attend the funeral.

22.06 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) full calendar months of such period of leave.
- (b) If requested by the Employer, an Employee shall be allowed leave with pay to attend nursing conferences, seminars and workshops.
- (c) Employees who are requested by the Employer to attend conferences, seminars and workshops shall be reimbursed for transportation, subsistence and registration fees.

22.07 **Terminal Care Leave**

An Employee with an immediate family member in the end-stage of life shall be entitled to leave of absence without pay but with benefit premiums at the normal cost sharing, for a period of up to six months. Immediate family members will be as defined in clause 22.05 (b). Employees may be required to submit to the Employer satisfactory proof demonstrating the need for Terminal Care Leave.

22.08 Court Appearance

An Employee required by law to appear as a member of a jury or as a witness shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if he/she had been working based on the basic hourly rate of pay.

22.09 General Leave

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

22.10 If an Employee is unable to work as the result of illness in the immediate family requiring the Employee's personal attention, the Employee shall inform the Employer of such and shall use a vacation day, unpaid leave of absence or banked overtime for the hours not worked. Such absence from work shall not exceed four (4) calendar days per year. The Employee may be required to submit satisfactory proof of illness.

22.10 Effective 45 days following November 28, 2017, replace 22.10 with the following:

Personal Leave

(a) Each Employee employed as of November 28, 2017 shall be entitled to one (1) personal leave day from the date of implementation to March 31st. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including attending appointments with family members. While the use of personal leave days is not restricted from being combined with vacation or long weekends where applicable and appropriate, personal leave days are not intended for the purposes of extending time off from work. Requests for personal leave shall not be unreasonably denied.

Effective April 1, 2018:

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 matters and family responsibilities, including attending appointments with family members. While the use of personal leave is not restricted from being combined with vacation or long weekends where applicable and appropriate, personal leave days are not intended for the purposes of extending time off from work. Requests for personal leave shall not be unreasonably denied.

(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.

22.11 **Military Leave**

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

22.12 **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 election.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four (4) years.

ARTICLE 23: UNION-MANAGEMENT COMMITTEE

Effective 30 days following November 28, 2017:

23.01 (a) **Composition**

The Committee shall be composed of two (2) representatives and an alternate from each of the parties hereto.

(b) **Objectives**

- (i) To improve the working environment through an exchange of knowledge and information.
- (ii) To provide a method by which to resolve matters of mutual concern.
- (iii) To examine and make recommendations regarding the concerns of Employees relative to resident care.

(c) **Jurisdiction**

The Committee will not have the power to bind the parties to this Collective Agreement to any decision or conclusion reached in discussion, nor will it have the jurisdiction over any matter contained in this Collective Agreement including its administration or re-negotiation.

- (d) At either parties request in writing, this Committee shall meet within seven (7) working days of such request being given to discuss matters of concern to either party. An agenda for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes will be approved by both parties and then posted on the U.N.A. bulletin board. Unresolved items from previous meeting will be highlighted.

When an item is unresolved for more than three (3) regular meetings, the Union may request and shall have the right to present their concerns to the Regional

Director of Extendicare Canada Inc. The Regional Director shall meet with the Union and reply to the Union within thirty (30) days.

- (e) An Employee representative shall not suffer any loss of pay while attending a Union-Management Committee meeting.

ARTICLE 24: BULLETIN BOARD

24.01 The Employer shall continue to provide a bulletin board in a reasonably accessible location for the exclusive use of the Union and for the sole purpose of posting information related to the Union's activities. The Employer reserves the right to require posted material damaging to the Employer be removed.

ARTICLE 25: NO STRIKE OR LOCKOUT

25.01 There shall be no strike, lockout or slowdown for the duration of this Collective Agreement.

ARTICLE 26: SALARIES

26.01 Basic hourly rates of pay and increments as set out in the Salary Appendix shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified therein.

26.02 Where the Employer establishes a new job 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, all compensation matters shall be subject to negotiation between the parties including the rates of pay, overtime, vacations, Named Holidays, premiums, pension plan/group RRSPs, and all letters of understanding. Where mutual agreement is not obtained concerning any of the compensation matters, the matter(s) will be referred to Arbitration as provided in this Collective Agreement within sixty (60) days of the date the new classification was created or placed into the bargaining unit. An Arbitration Board in such a case shall have the power to determine compensation for the job classification or position in question. In the case where the Employer establishes a new job classification within the scope of the Collective Agreement, the compensation items for the new job classification may be effective no earlier than the date the Employer established the new job classification. In the case where a position or job classification is placed within the scope of the bargaining unit by a decision of the Labour Relations Board the compensation item may be effective no earlier than the date of release of the decision by the Labour Relations Board to place the position or job classification in the bargaining unit.

26.03 (a) A salary increment shall be granted to an Employee following a period of two thousand and fifteen (2015) paid hours, exclusive of overtime, and for each successive period of two thousand and fifteen (2015) paid hours thereafter, to the maximum level provided in the Salary Appendix.

- (b) For the purposes of calculation of the salary increment, paid hours shall include sick time, vacation time, paid leaves of absence and any other hours paid by the Employer but not necessarily worked by the Employee. Paid hours shall include unpaid leave of absence for Union business, but does not apply to nurses on temporary or long term work assignments with the Union or other labour organizations.

- 26.04 Employee's pay will be deposited into the Employee's account at a ~~major bank~~ **financial** institution of the Employee's choice.
- 26.05 Employees shall receive notification of vacation credits, sick leave credits, overtime accumulation and days in lieu of Named Holidays, at least quarterly and upon request.

ARTICLE 27: EDUCATION ALLOWANCES

- 27.01 For the purpose of establishing an Employee's basic hourly rate of pay, the Employer will recognize a Nursing Baccalaureate or Masters Degree program recognized:
- (a) by the Nursing Education Program Advisory Board (NEPAB); or
 - (b) by CARNA as being a training program substantially equivalent to a NEPAB-approved Baccalaureate/Masters Degree program or the International Qualification Assessment Service.

Course/Certificate	Hourly
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50

Effective July 30, 2018: add: Gerontology \$0.70; add Doctorate \$1.75

- 27.02 Education allowances are not cumulative and an Employee shall be paid only for the highest qualification attained.
- 27.03 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification or from the date of hire, whichever is later.

ARTICLE 28: PREMIUMS

28.01 Charge Pay:

- (a) The Employer shall prepare a document specifying the roles and responsibilities of a person assigned the responsibility of overseeing the entire facility. The roles and responsibilities document will identify the authority or process for augmenting staff.
- (b) The Employer shall designate a person responsible for overseeing the entire facility.
- (c) When an Employee is assigned the responsibility of overseeing the entire facility (i.e. evening shift, night shift, and any weekend shift) he/she shall be paid an additional two dollars (\$2.00) per hour.

28.02 Replacement Pay:

When an Employee is assigned to replace another person in an out of scope position, for one full shift or longer, he/she shall be paid an additional two dollars (\$2.00) per hour.

28.03 Where there is not an out of scope management person reasonably available, an Employee may be assigned responsibility for the administrative operations of the facility. The Employee assigned responsibility under this clause shall be paid three dollars (\$3.00) per hour in lieu of the premium outlined in Article 28.01.

28.04 No nurse shall be paid the premiums set out under clauses 28.01, 28.02 and 28.03 concurrently.

28.05 **Weekend Premium:**

When an Employee works any hours within the 64 hour period over Saturday and Sunday, designated by the facility as the weekend, he/she has to be paid an additional three dollars and twenty-five cents (\$3.25) per hour for all hours worked within the designated period.

28.06 **Shift Premium:**

- (a) A shift premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees working a shift where the majority of the hours of such shifts falls within the period of 1500 hours and 2300 hours.
- (b) Notwithstanding (a) above, for Employees working a shift that concludes between 1500 and 1700, no shift premium will be paid.
- (c) A shift premium of four dollars and seventy-five cents (\$4.75) per hour shall be paid to Employees working a shift where the majority of the hours of such shifts falls within the period of 2300 hours and 0700 hours.

Effective the first day of the month 90 days following November 28, 2017:

A shift premium of five dollars (\$5.00) per hour shall be paid to Employees working a shift where the majority of the hours of such shifts falls within the period of 2300 hours and 0700 hours.

- (d) None of the above shall prevent the Employer from changing shift times.

28.07 No Employee shall receive payment under Clause 28.06 (a) and 28.06 (c) concurrently.

28.08 **Preceptor/Orientation Pay**

- (a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.
- (b) A Registered Nurses or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional sixty-five (65¢) per hour.
- (c) "Preceptor" shall mean Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate Registered Nursing students or Registered Psychiatric Nurse students as the case may be.

ARTICLE 29: HEALTH BENEFITS

29.01 The Employer shall provide the following benefits for which participation is voluntary:

- (a) Alberta Blue Cross Supplementary Benefits Plan or equivalent inclusive of:
 - (i) Effective the first day of the month 90 days following November 28, 2017: providing a minimum of \$50.00 per visit for physiotherapist and massage therapist subject to the Plan maximum.
 - (ii) 80% direct payment for all medications prescribed by a qualified medical practitioner.
- (b) Alberta Health Care Insurance Plan;
- (c) Group Life Insurance: one times (1X) basic annual earnings rounded to next highest one thousand dollars (\$1,000);
- (d) Accidental Death and Dismemberment (basic): one times (1X) basic annual earnings rounded to next highest one thousand dollars (\$1,000);
- (e) Alberta Blue Cross Dental Plan or equivalent, including services which include basic, major and orthodontic services; which plan provides one hundred percent/fifty percent/fifty percent (100%/50%/50%) reimbursement of eligible dental expenses;

A maximum annual reimbursement of \$1500 per insured person per benefit year shall apply to basic services. A maximum annual reimbursement of \$1500 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$1500 per insured person.

Effective the first day of the month 90 days following November 28, 2017:

A maximum annual reimbursement of \$2000 per insured person per benefit year shall apply to basic services. A maximum annual reimbursement of \$2000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$2000 per insured person.

- (f) A vision care plan providing six hundred dollars (\$600.00) reimbursement per family member every two (2) years.

29.02 **Premium cost sharing shall be as follows for single or family coverage benefit premiums as applicable.**

% of premium cost paid by the Company		# of shifts worked bi-weekly
100%	Employee regularly scheduled more than	9 shifts
90%	Employee regularly scheduled more than	8 shifts
80%	Employee regularly scheduled more than	7 shifts

70%	Employee regularly scheduled more than	6 shifts
60%	Employee regularly scheduled more than	5 shifts
50%	Employee regularly scheduled more than	4 shifts
40%	Employee regularly scheduled	4 shifts

In the case of the dental plan, the Employer shall pay fifty percent (50%) of the single or family premium.

Effective the first day of the month 90 days following November 28, 2017: In the case of the dental plan, the Employer shall pay seventy five percent (75%) of the single or family premium.

- 29.03 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring to all Employees and the Union when there are changes to the plans. The Employer shall advise all new Employees of the available benefit plans.
- 29.04 The Employer shall provide one copy of each of the plans to the Provincial Office of the United Nurses of Alberta within 90 days of November 28, 2017.
- 29.05 Such coverage shall be provided to all regular and term Employees regularly scheduled for four (4) shifts bi-weekly. Where the benefits specified above 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 plans.

ARTICLE 30: PERSONNEL FILE

- 30.01 The Employer agrees to advise and discuss with the Employee in question any report concerning the Employee's performance or conduct while employed by the Employer prior to such being filed in the Employee's personnel file. While the Employee's signature on a report may be regarded as evidence of his/her being made aware of such a report, such is not indicative of the Employee's acceptance of it. An Employee shall have the right to respond in writing within fourteen (14) calendar days of having discussed the report with the Employer and that reply shall be placed in his/her personnel file.
- 30.02 (a) The Employer shall endeavour to provide each Employee with an annual written evaluation done by the most immediate supervisor in an excluded management position. A meeting for the purpose of this clause will be scheduled by the Employer with a minimum of twenty-four (24) hours notice to the Employee.
- (b) An Employee shall receive a copy of any written evaluation and shall have the right to respond in writing to any evaluation. Such response shall be attached to and become part of the evaluation.
- 30.03 (a) By appointment made at least two (2) working day in advance exclusive of Saturdays, Sundays and Named Holidays, an Employee may view his/her personnel file on site and in the presence of a person authorized by the Employer. An Employee, at his/her request, may be accompanied by a Union representative when viewing his/her 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 clause 30.03(a). The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying which fee shall be established by the Employer.

30.04 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.

ARTICLE 31: PART TIME AND CASUAL EMPLOYEES

31.01 Except as specifically provided by this Article, the provisions of this Collective Agreement shall apply to Part-time and Casual Employees except that Articles 10, 11.02 (a) and (b), 14.01, 14.03, 14.05, 14.07, 14.09 (b), 16.01, 17, 18, 19, (except 19.10), 22, 29, and 35.03 shall have no application to Casual Employees.

31.02 (a) Part-time Employees shall be entitled to receive vacation time provisions (with pay) on the same basis as Full-time Employees subject to (c) and (d) below.

(b) Amend clause 17.06 to read.

17.06 (a) The following hours will be recognized for the purposes of determining vacation pay or entitlement:

- (i) hours paid at the basic hourly rate of pay, inclusive of periods of sick leave with pay;
- (ii) hours worked and paid in accordance with clause 15.01(d); and,
- (iii) hours worked on a Named Holiday to a maximum of seven point seven five (7.75) hours;
- (iv) unpaid leave of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars, negotiation or for Union or Local business, but does not apply to nurses on temporary or long term work assignments with the Union or other labour organizations.

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

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

$$\begin{array}{l} \text{Hours specified in} \\ \text{clause 31.02(c)} \end{array} \times \begin{array}{l} \text{The applicable} \\ \text{\% outlined in} \\ \text{below} \end{array} = \begin{array}{l} \text{Number of hours of} \\ \text{paid vacation to be} \\ \text{taken in the next} \\ \text{following vacation year} \end{array}$$

- (i) six percent (6%) during the first (1st) employment year;
- (ii) eight percent (8%) during the second (2nd) to ninth (9th) employment years;
- (iii) ten percent (10%) during the tenth (10th) to nineteenth (19th) employment years; and
- (iv) twelve percent (12%) during the twentieth (20th) employment years.
- (v) Upon reaching an employment anniversary of twenty-five (25), thirty (30), thirty-five (35), forty (40), or forty-five (45) years, Part-time Employees shall be credited with an additional 2% vacation pay to be taken at a time that's mutually agreeable between the Employee and the Employer, within the five (5) year period following the date earned.

31.03 Casual Employees shall be paid on each pay cheque, in addition to their basic hourly rate of pay, a sum equal to:

- (a) six percent (6%) of their regular earnings during the first (1st) employment year;
- (b) eight percent (8%) of their regular earnings during each of the second (2nd) to ninth (9th) employment years;
- (c) ten percent (10%) of their regular earnings during each of the tenth (10th) to nineteenth (19th) employment years; and
- (d) twelve percent (12%) of their regular earnings during each of the twentieth (20th) to twenty-fourth (24th) employment years;
- (e) twelve point-four percent (12.4%) of their regular earnings during the twenty-fifth (25th) and subsequent employment years.

31.04 In lieu of Named Holidays, Part-time and Casual Employees will be paid four point six percent (4.6%) of Employer paid hours in each bi-weekly period.

31.05 For Part-time Employees, at least two (2) days per week shall be designated as scheduled days of rest.

31.06 When a Part-time Employee volunteers or agrees when requested to work an additional shift which is not designated as his/her scheduled day of rest, he/she shall be paid at his/her basic hourly rate for such hours and, if applicable, at the overtime rate of two times (2X) for any hours worked in excess of seven-point-seven-five (7.75) hours.

31.07 Clause 31.05 notwithstanding, when the Employer requires a Part-time Employee to work without his/her having volunteered or agreed to do so or on his/her scheduled day of rest, he/she shall be paid at the rate of two times (2X) his/her basic hourly rate of pay for all hours worked.

31.08 Part-time and Casual Employees shall be entitled to the basic hourly rates of pay and increments as specified in clauses 26.01 and 26.03.

- 31.09 Subject to the efficient operations of the facility, the Employer shall endeavor to equitably distribute shifts available to Casual Employees.
- 31.10 Part-time Employees shall receive one (1) day of sick leave credit for each one hundred and eight point five (108.5) hours of work. Part-time Employees may accumulate sick leave credits to the maximum allowed Full-time Employees.

ARTICLE 32: TERM POSITION

- 32.01 Term positions shall be posted in accordance with Article 9: Vacancies, Promotions and Transfers. The Employer will post the expected start and expiry dates of the term position and confirm such dates in writing prior to the Employee's commencement in the position.
- 32.02 All terms of the Collective Agreement shall be applicable to the Employee in the term position except as set out in this Article.
- 32.03 On expiry of the term position, the Employee who was:
- (a) newly hired from outside the facility specifically for the term position will be offered casual status; or
 - (b) employed by the Employer prior to accepting the term position shall be returned to his/her former position.
- 32.04 For Term positions which are special projects the operation of the provisions of this Article shall not be construed as a violation of Articles 9, 10.01(a), 14.03, 14.06, or 15.01(d).
- For Term positions which are for the replacement of another Employee, the provisions of this Article shall not be construed as a violation of clause 10.01(a).
- 32.05 A Casual Employee awarded a term position will become either a Full-time or Part-time Employee as determined by the hours of work of the term position for the duration of the term position.
- 32.06 An Employee occupying a term position who reverts to casual employment status shall have accrued income protection credits frozen and unavailable for utilization. He/she shall be re-credited with his/her accrued credits at such time as he/she is awarded a Full-time, Part-time or another term position and provided that there has been no interruption in employment.
- 32.07 Term positions may be extended by mutual agreement in writing between the Union and the Employer.

ARTICLE 33: OCCUPATIONAL HEALTH AND SAFETY

- 33.01 (a) There shall be an Occupational Health and Safety Committee which shall be composed of representatives of the Employer and representatives of the Union and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within ten (10) days of receiving a written complaint regarding occupational health or safety. An

Employee shall be paid the Employees basic rate of pay for attendance at Committee meetings.

- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union and other bargaining groups referred to in (a), prior to circulation.
- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (d) The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
- (e) Should the recommendations not be implemented and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Union may request and shall have the right to present its recommendation(s) to the Regional Director of Extencare Canada Inc. The Regional Director shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.

33.02 The Employer shall have in place a harassment policy and a policy dealing with aggression towards staff. The Occupational Health and Safety Committee may, if it deems appropriate, make recommendation(s) for revision to these policies.

The Employer shall design and post appropriate signage in support of zero tolerance of staff abuse.

33.03 The Employer shall not unreasonable deny Committee Members access to the workplace to conduct safety inspections.

33.04 The Employer shall:

- (a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessment shall review:
 - (i) engineering controls,
 - (ii) administrative policies, procedures and compliance; and
 - (iii) appropriate personal protective devices and other equipment.
- (b) share information with and obtain input from the Occupational Health and Safety Committee pertaining to all hazard assessments.

ARTICLE 34: REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

34.01 (a) **Eligibility**

All full-time, part-time and casual employees are eligible to participate as of their date of hire. If an employee decides not to enter the Plan on their original eligibility date, the employee may enter the Plan on July 1st of any year following. Further an

Employee may opt out of the RRSP annually on July 1 starting November 28, 2017.

- (b) For each nurse participating in the RRSP (on basic hourly rate of pay per hour worked) the specific employee deduction options (on basic hourly rate of pay per hour worked) and Employer contribution options are as follows:

Employee Deduction	Employer Contribution
0%	0%
2%	2%
3%	3%
4%	4%
5%	5%
5.5%	6.5%
Effective 90 days following November 28, 2017: 6.0%	Effective 90 days following November 28, 2017: 7.0%

34.02 **Withdrawals**

A fee set by the Plan Custodian shall apply to all withdrawals.

ARTICLE 35: IN-SERVICE PROGRAMS

- 35.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the Nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at her applicable basic hourly rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) Fire (hands on experience with equipment except where not required by the Institution’s established written fire procedures);
 - (ii) Emergency response procedures;
 - (iii) Proper lifting and prevention of back injuries;
 - (iv) Workplace Hazardous Materials Information Systems (WHMIS)
- (c) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend no less than twenty-three (23) hours per year.
- (d) The Employer shall make available in each Institution no fewer than four (4) current nursing journals.

35.02 Professional Development

The parties recognize the value of continuing professional development.

- 35.03
- (a) Upon providing the Employer with satisfactory confirmation that the Employee has attended professional development, the Employee shall be granted at least three (3) professional development day(s) annually paid at the Employee's basic hourly rate of pay.
 - (b) The Employer's approval of professional development days shall be subject to the Employer meeting operational requirements.
 - (c) An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.
 - (d) Professional development days not used in one fiscal year shall not be carried forward into the subsequent fiscal years.
 - (e) Applications for paid professional development days shall be made in writing, to the Employer as early as possible. The Employer shall respond to such applications in a timely manner and in any event, within fourteen (14) calendar days of receipt of the request from the Employee.

35.04 When the Employer requires an Employee to complete a course, attend a seminar or conference outside of the facility, the Employer will pay the tuition fees and approved expenses including travel and regular pay while in attendance.

35.05 Effective November 28, 2017:

For the 2017/2018 and for subsequent registration years:

- (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in the Professional College) \$250 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous calendar year.
- (b) Regular hours actually worked in clause (a) includes:
 - (i) Leaves of absence for Union or Local business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Worker's Compensation; and
 - (v) Educational leave up to twenty-four (24) months.
- (c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:

- (i) The CARNA,
- (ii) The College of Registered Psychiatric Nurses of Alberta; or
- (iii) Any alternative Professional College acceptable to the Employer.

ARTICLE 36: MILEAGE

36.01 When the Employer assigns duties to an Employee necessitating the use of the Employee's personal automobile, he/she shall be reimbursed at the rate of forty-four cents (44¢) per kilometer.

ARTICLE 37: JOB PROFILES

37.01 For each nursing position in the bargaining unit, the Employer shall have a job profile. Copies of such profiles shall be on hand 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.

LEGACY SALARY APPENDIX

CLASSIFICATION	STEP	Aug 1/12	Baccalaureate Degree Aug 1/12	Masters Degree Aug 1/12
Registered Nurse Registered Psychiatric Nurse	Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7 Year 8 Year 9	33.23 34.52 35.80 37.06 38.36 39.61 40.91 42.11 43.62	34.48 35.77 37.05 38.31 39.61 40.86 42.16 43.36 44.87	34.73 36.02 37.30 38.56 39.86 41.11 42.41 43.61 45.12
Certified Graduate Nurse Graduate Psychiatric Nurse	Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7 Year 8 Year 9	30.42 31.36 32.01 32.59 33.11 33.80 34.88 35.89 37.14	31.67 32.61 33.26 33.84 34.36 35.05 36.13 37.14 38.39	31.92 32.86 33.51 34.09 34.61 35.30 36.38 37.39 38.64
Undergraduate Student	Start	24.96		

INITIAL SALARY APPENDIX

CLASSIFICATION	STEP	Aug 1/13	Legacy Settlement Equalization Increase Aug 1/14	Legacy Settlement Equalization Increase Aug 1/15	Legacy Settlement Equalization Increase Aug 1/16
Registered Nurse Registered Psychiatric Nurse	Year 1	\$33.23	\$33.89	\$34.66	\$35.70
	Year 2	\$34.52	\$35.21	\$36.00	\$37.08
	Year 3	\$35.80	\$36.52	\$37.34	\$38.46
	Year 4	\$37.06	\$37.80	\$38.65	\$39.81
	Year 5	\$38.36	\$39.13	\$40.01	\$41.21
	Year 6	\$39.61	\$40.40	\$41.31	\$42.55
	Year 7	\$40.91	\$41.73	\$42.67	\$43.95
	Year 8	\$42.11	\$42.95	\$43.92	\$45.24
	Year 9	\$43.62	\$44.49	\$45.49	\$46.86
	Certified Graduate Nurse Graduate Psychiatric Nurse	Year 1	\$30.42	\$31.03	\$31.73
Year 2		\$31.36	\$31.99	\$32.71	\$33.69
Year 3		\$32.01	\$32.65	\$33.38	\$34.39
Year 4		\$32.59	\$33.24	\$33.99	\$35.01
Year 5		\$33.11	\$33.77	\$34.53	\$35.57
Year 6		\$33.80	\$34.48	\$35.25	\$36.31
Year 7		\$34.88	\$35.58	\$36.38	\$37.47
Year 8		\$35.89	\$36.61	\$37.43	\$38.55
Year 9		\$37.14	\$37.88	\$38.74	\$39.90
Undergraduate Student		Start	\$24.96	\$25.46	\$26.03

SALARY APPENDIX

Effective the first day of the first pay period ninety (90) days following November 28, 2017:

Registered Nurse

Registered Psychiatric Nurse

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37

Certified Graduate Nurse

Graduate Nurse - Temporary Permit Holder

Graduate Psychiatric Nurse

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19

Undergraduate Nurse

\$27.68

Staff Development Coordinator – Educator

Staff Development Coordinator – Infection Control

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
\$37.76	\$39.18	\$40.60	\$42.00	\$43.43	\$44.83	\$46.27	\$47.61	\$49.29

Effective August 1, 2017: See Letter of Understanding re: Changes to Collective Agreement during its Term

Effective August 1, 2018: See Letter of Understanding re: Changes to Collective Agreement during its Term

APPENDIX “A”

EMPLOYEE BENEFIT PROGRAM

**BASIC GROUP LIFE INSURANCE AND ACCIDENTAL DEATH
AND DISMEMBERMENT**

Employee Group Term Life Insurance and Accidental Death and Dismemberment Benefits.

Classification	Amount
All Eligible Employees under age 65	1X Annual Earnings to a maximum of \$200,000
All Eligible Employees age 65 or older	\$3,000.00

The Employer shall pay the full premium cost of the Basic Group Life Insurance for full time employees. Premium sharing shall be pro-rated for part time employees. Eligibility for Basic Group Life Insurance shall be subject to the terms and conditions of the insurance carrier.

Effective 90 days following November 28, 2017: delete part-time premium sharing pro-rating.

OPTIONAL BENEFITS

Optional Life Insurance and Accidental Death and Dismemberment (If Elected)

Life Insurance Benefits

Classification	Amount
All Eligible Employees	1X, 2X or 3X Annual Earnings to a maximum of \$200,000. (Subject to submission of evidence of insurability satisfactory of Canada Life.)

Terminates at the Employee's attainment of age 65.

Classification	Amount
Dependent Group Life Insurance Benefits (If Elected) All Eligible Employees Spouse	\$5,000
Children, whose ages are: - 14 days to 21 (25 if still in college)	\$1,000

Spousal coverage reduces to \$1,500 upon the Employee's attainment of age 65. Children's benefits terminate upon the Employee's attainment of age 65.

Dependent Accidental Death and Dismemberment (If Elected)

	Percentage of the Employee's Amount of Optional Accidental Death and Dismemberment Benefit
For a Spouse, if there are Dependent Children	48%
For a Spouse, if there are no Dependent Children	50%
For each Dependent Child if there is a Spouse	5%
For each Dependent Child if there is no Spouse	10%

Terminates at the Employee's attainment of age 65

The Employee shall pay the full premium cost of any optional benefits elected. Eligibility for Optional Benefits shall be subject to the terms and conditions of the insurance carrier.

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

EMPLOYER

UNION

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extendicare Canada Inc – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, Local 422
(Hereinafter Referred To As The “Union”)**

RE: GROUP REGISTERED RETIREMENT SAVINGS PLAN

WHEREAS Extendicare Canada Inc. (hereinafter referred to as “the Employer”) and the United Nurses of Alberta (hereinafter referred to as “the Union”) are parties to a collective bargaining relationship in respect of Employees employed by Extendicare Canada Inc. – Cedars Villa site;

WHEREAS the Employer and Union have entered into a Collective Agreement;

AND WHEREAS prior to the date of certification a Group Registered Retirement Savings Plan was in effect;

NOW THEREFORE this Collective Agreement witnesseth as follows:

1. It is agreed that a Group Registered Retirement Savings Plan in effect on May 9, 2016, will be continued for the exclusive benefit of the said Employees (hereinafter referred to as “Employee Participants”) and the parties hereto adopt the Group Registered Retirement Savings Plan as described herein. In consideration of “for the exclusive benefit of the said Employees”, it is further agreed that the Participants may direct their contributions to a spousal RRSP.
2. The Employer hereby agrees to continue a Group Registered Retirement Savings Plan Agreement with Great West Life Group Retirement Services (GWL-GRS) (hereinafter referred to as “the Plan Agreement”) the provisions of which Plan Agreement are as follows.
3. left blank for numbering
4. The parties hereto agree that no changes to the Group Registered Retirement Savings Plan or to the Plan Agreement will be made unless agreed upon by the parties hereto and approved in writing by them.
5. Contribution rates shall be in accordance with Article 34.01.
6. It is agreed by the parties hereto that the said Group Registered Retirement Savings Plan and the Plan Agreement may only be terminated upon by mutual agreement of the parties hereto.

7. New Employee Participants shall provide the Employer with written authorization to make deduction in the amount specified by the Employee Participant.
8. It is agreed by the parties hereto that Employee Participants shall retain investment control in respect of both Employee and Employer contributions to the Group Registered Retirement Savings Plan.
9. It is agreed by the parties hereto that all administrative costs of payroll deductions and remittance of the said Group Registered Retirement Savings Plan contributions shall be borne by the Employer.
10. It is agreed by the parties hereto that the said Group Registered Retirement Savings Plan shall be registered in accordance with the provisions of the Income Tax Act (Canada) and any applicable provincial income tax legislation.
11. It is agreed by the parties hereto that the Union shall be provided with annual statements showing the fund assets, the contributions made by Employees and by the Employer and earnings of the fund.
12. It is agreed by the parties hereto that participation in the Group Registered Retirement Savings Plan shall be at the discretion of the Employee and where an Employee Participant chooses to participate in the Group Registered Retirement Savings Plan the Employer and Employee contributions shall begin pursuant to #13 below with the said Employee payroll deduction authorization to the Employer.
13. It is agreed by the parties hereto that Employees may opt in or out of the Group Registered Retirement Savings Plan annually on July 1st commencing November 28, 2017.
14. Each new Employee at the time of hire following November 28, 2017 will be advised by the Employer of her eligibility to participate in the Group Registered Retirement Savings Plan with GWL-GRS. GWL-GRS is responsible for enrolling Employees who elect to participate on hire, annual “opt-in” or “opt-out” elections and contribution changes and planned terminations.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extendicare Canada Inc – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, Local 422
(Hereinafter Referred To As The “Union”)**

RE: SEVERANCE

For the duration of the Collective Agreement expiring July 31, 2019, the Union and the Employer agree to the following severance provisions.

In the event one (1) or more Employees is to be fully laid off, the Employer agrees to the following.

1. The Employer will provide working notice to the affected Employee(s) on the basis of one (1) week of working notice for each full year of service to a maximum of twenty (20) weeks working notice, but in any case, the minimum working notice shall be no less than four (4) weeks. Employees shall be laid off in the reverse order of their seniority.
2. An Employee who has received layoff notice in accordance with Article 10 and for whom no alternate vacant position is available shall elect one (1) of the following twenty eight (28) calendar days prior to their effective date of layoff.
 - (a) Where an Employee is without new employment as a Registered Nurse or Registered Psychiatric Nurse following the working notice above, then she or he shall continue to receive his/her or his basic hourly rate of pay for the hours of his/her permanent position (i.e., salary continuance) for a period equal two (2) weeks for each full year of service (pro-rated for part years of service) to a maximum of thirty (30) weeks payable until (a) he/she achieves employment elsewhere upon which fifty percent (50%) of the balance of the unpaid salary continuance will be paid out, or (b) his/her entitlement is paid out in full, whichever occurs first. Continuation of the Employer share of benefit premiums in the event salary continuance is paid shall be subject to clause 10.02(b).
 - (b) Layoff with the right to recall as per Article 10.

3. Any Employee who does not advise the Employer, in writing, of the Employee's decision to accept salary continuance shall be deemed to have selected layoff in accordance with Article 10 of this Collective Agreement.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extencicare Canada Inc – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, Local 422
(Hereinafter Referred To As The “Union”)**

RE: RETENTION OF EXPERIENCED EMPLOYEES

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

Retention Recognition

- (a) In addition to the basic rates of pay specified in the Salary Appendix, Employees with twenty (20) or more calendar years of nursing service shall receive a two percent (2%) Special Long Service Pay Adjustment. This adjustment shall form part of the Employee’s basic hourly rate of pay.
- (b) Calendar years of nursing service to determine eligibility for the Special Long Service Pay Adjustment will be based upon the calendar years registered with any nursing licensing body.
- (c) Within 90 days of:
 - (i) November 28, 2017;
 - (ii) date of employment;
 - (iii) achieving 20 calendar years of nursing service;

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

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extendicare Canada Inc – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, Local 422
(Hereinafter Referred To As The “Union”)**

RE: “RED CIRCLING” EMPLOYEES PREVIOUSLY ASSIGNED CHARGE PAY DAYS

WHEREAS it is the desire of the parties to maintain the previous compensation for current Employees who previously received charge pay during day shifts, but may not receive charge pay.

NOW THEREFORE the parties agree as follows:

1. Within 60 days of November 28, 2017, the Employer shall provide to the Union a list of all Employees who are employed by the Employer and who would have been eligible to receive charge pay.
2. The Employer agrees to continue the proactive and payment of day shift charge pay for current registered Employees at a rate of one dollar and fifty cents per hour (\$1.50 per hour). This payment will only apply to the day shifts that are currently assigned charge pay. If an Employee listed in item 1 is assigned charge pay, they will be paid in accordance with Article 28.
3. The parties agree that this will not apply to any new Employees who are hired after November 28, 2017. If the Employer assigns a new Employee charge responsibilities they will be paid in accordance with Article 28.
4. The parties also agree that an Employee shall not receive a premium in accordance with clause 28.01, clause 28.02, or clause 28.03 concurrent with receiving this “red circling” provision.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extendicare Canada Inc – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, Local 422
(Hereinafter Referred To As The “Union”)**

RE: LEGACY SETTLEMENT EQUALIZATIONS LUMP SUMS

The parties agree that:

1. 2013 Lump Sum
 - (a) The two thousand dollars (\$2,000) amount of the lump sum is for Regular and Temporary Full-Time Employees.
 - (b) For Part-time and Casual Employees, the two thousand dollars (\$2,000) amount is to be prorated based on the proportion of their regular hours actually worked between August 1, 2013 and July 31, 2014 to the full-time hours of work, to a maximum of two thousand dollars (\$2,000).
 - (c) For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
 - (i) Leaves of Absence for Union and Local business;
 - (ii) Other leave of absence for one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Workers’ Compensation; and
 - (v) Educational leave up to twenty-four (24) months.
 - (d) The Employee’s status shall be based on their status on November 28, 2017.
 - (e) All amounts are subject to applicable deductions.
 - (f) Such lump sum payments shall not be RRSP eligible.
2. 2014-2015 and the 2015-2016 Lump Sum payments
 - (a) The seven hundred and fifty dollars (\$750) amount of the lump sum is for Regular and Temporary Full-Time Employees.
 - (b) For Part-Time and Casual Employees, the seven hundred and fifty dollars (\$750) amount is to be prorated based on the proportion of their regular hours actually worked between August 1, 2014 and July 31, 2015 (or August 1, 2015 and July 31, 2016, as the case may be) to full-time hours of work, to a maximum of seven hundred and fifty dollars (\$750).

- (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 leave of absence for one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Workers’ Compensation; and
 - (v) Educational leave up to twenty-four (24) months.
- (d) left blank for numbering
- (e) Employees who commence employment or change her or his employment category within one (1) of the defined qualifying periods shall have their entitlement prorated.
- (f) Employees terminating employment shall be entitled to the lump sum payment prorated for the period up to and including the date of termination.
- (g) All amounts are subject to applicable deductions.
- (h) Such lump sum payments shall not be RRSP eligible.
- (i) Any retroactive lump sums payable for the 2013-2014, 2014-2015, and 2015-2016 periods shall be paid in the first pay period following 90 days following November 28, 2017.
- (j) The Employee’s status shall be based on their status on November 28, 2017.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extendicare Canada Inc – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, local 422
(Hereinafter Referred To As The “Union”)**

RE: MARKET CONDITION LUMP SUM PAYMENT

Effective November 28, 2017:

1. An Employee shall receive a market condition lump sum payment of up to \$1750, to be paid semi-annually as follows:
 - (a) Full-time Employees shall receive:
 - (i) \$875 on the first pay day following the pay period which includes January 31; and
 - (ii) \$875 on the first pay day following the pay period which includes July 31.
 - (b) Part-time and Casual Employees shall receive:
 - (i) \$875 on the first pay day following the pay period which includes January 31, pro-rated to their regular hours actually worked between August 1 and January 31; and
 - (ii) \$875 on the first pay day following the pay period which includes July 31, prorated to their regular hours actually worked between February 1 and July 31.
2. For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
 - (a) Leaves of absence for Union business;
 - (b) Other leaves of absence of one month or less;
 - (c) Time on sick leave with pay;
 - (c.1) Time on vacation with pay.
 - (d) Absence 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 of the defined qualifying periods shall have their entitlement pro-rated.
4. Employees terminating employment after the effective date of this Letter of Understanding 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.
6. The Letter of Understanding shall expire on the expiration of the Collective Agreement.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extendicare Canada Inc. – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, Local 422
(Hereinafter Referred To As The “Union”)**

RE: FIRST COLLECTIVE AGREEMENT IMPLEMENTATION

Except as provided below, all terms and conditions of this Collective Agreement (expiring July 31, 2019) shall apply effective November 28, 2017 unless otherwise stated

1. **ARTICLE 9: VACANCIES, PROMOTIONS, TRANSFERS**

- A. Within 60 days of November 28, 2017, each Employee shall receive a letter of hire from the Employer which will include.
- (a) the items listed under Article 9.09; and
 - (b) increment anniversary date, hours toward the next increment and Basic Rate of Pay (inclusive of Educational Allowances and Long Service Pay Adjustment); and,
 - (c) seniority date; and
 - (d) vacation anniversary date; and
 - (e) vacation and sick leave entitlement level.
- B. For the purposes of 1A(a) through 1A(e) above, each Employee shall have 30 consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement the Employee shall the right to grieve in accordance with the Collective Agreement.

2. **ARTICLE 13: PROBATIONARY PERIOD**

An Employee with less than 400 hours worked at November 28, 2017 will only be required to work 400 hours to successfully conclude the probationary period.

3. **ARTICLE 19: SICK LEAVE TRANSITIONAL PROVISION**

- (a) Any unused sick leave credits accumulated prior to November 28, 2017 shall be maintained.

- (b) Sick leave accumulation pursuant to Article 19 shall commence as of November 28, 2017.
- (c) Employees who are receiving sick leave pay as at November 28, 2017 will continue to be compensated in accordance with the previous sick leave provisions until their return to work.

4.

- (a) Following implementation of the “Legacy Settlement Equalization Increases” of August 1, 2014, August 1, 2015 and August 1, 2016, each Employee will be placed on the same step in the Salary Appendix
- (b) Employees whose rate of pay exceeds the end rate for their classification shall be red-circled until such time as the Salary Appendix equals or exceeds their rate of pay.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extencare Canada Inc. – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, Local 422
(Hereinafter Referred To As The “Union”)**

RE: SPECIALIZED TERMS AND CONDITIONS

Whereas before May 9, 2016 certain employment terms and conditions for two incumbents working in specialized work classifications were categorized differently than those employees working as Registered Nurses, Registered Psychiatric Nurses, and Graduate Nurses;

Whereas such specialized work classifications were known as Educator and Infection Control Coordinator, respectively;

Whereas the Parties recognize that there is an important labour relations and human resources necessity for maintaining such terms and conditions; and

Whereas the Parties mutually desire to confirm the disposition of such terms and conditions flowing from their first contract negotiations, the Parties hereby agree as follows:

1A. Unless modified below, all provisions of the Collective Agreement and Letters of Understanding shall apply to the aforementioned two incumbents effective November 28, 2017.

1B. This Letter of Understanding shall apply to the applicable incumbents for as long as they occupy their present position. This Letter of Understanding shall cease to apply when the applicable incumbents voluntarily vacate such position or such position ceases to exist through the operation of the Collective Agreement.

2.

Amend clause 18.01 to read:

Employees to whom this Letter of Understanding applies shall be entitled to a day off with pay on or within thirty (30) days of 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

and any day proclaimed to be a holiday by:

- (a) the Government of the Province of Alberta, or
- (b) the Government of Canada, or
- (c) the respective municipal government,

shall be recognized.

Employees to whom this Letter of Understanding applies are eligible for three (3) additional Float Holidays per calendar year and without carryover of unused Float Holidays to a future year. The taking of such Float Holidays is subject to mutual agreement with the Employer.

Effective December 31, 2017, the foregoing exceptions cease to apply. Effective January 1, 2018, clause 18.01 shall begin to apply to the incumbents covered by this Letter of Understanding.

Amend Article 19 to read:

Short Term Disability

- 19.01 Short term disability is provided by the Employer for any illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers’ Compensation Act. Illness included by this Article includes the health related portion of maternity leave which must be validated with a medical doctor’s certificate.
- 19.01.5 An Employee on sick leave shall be paid for the period of such leave at his/her basic hourly rate of pay in accordance with the following schedule:

SHORT TERM DISABILITY SCHEDULE		
Length of Service	F/T Entitlement at Full Salary	F/T Entitlement at 2/3 Salary
4 years to less than 6 years	8 calendar weeks	7 calendar weeks
6 years to less than 8 years	10 calendar weeks	5 calendar weeks
8 years to less than 10 years	12 calendar weeks	3 calendar weeks
10 years or more	15 calendar weeks	0

An Employee may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine. Failure to provide satisfactory proof may, at the Employer’s discretion, result in non-payment of sick leave. Where the Employee is required by the Employer to submit a proof of illness and the Employee is required to pay for such proof, the Employee will be reimbursed in full by the Employer.

An Employee absenting herself by reason of illness or injury shall give the Employer as much notice as possible to enable a replacement to be found or the duties to be redistributed.

An Employee who has been receiving short term disability shall provide the Employer with two (2) weeks notice of readiness to return to work.

Amend clause 26.03 to read:

26.03 (a) Effective until the first day of the first pay period ninety (90) days following November 28, 2017, a salary increment shall be granted to an Employee following a period of two thousand and eighty (2080) paid hours, exclusive of overtime, and for each successive period of two thousand and eighty (2080) paid hours thereafter, to the maximum level provided in the Salary Appendix.

Effective the first pay period ninety (90) days following November 28, 2017, a salary increment shall be granted to an Employee following a period of two thousand and fifteen (2015) paid hours, exclusive of overtime, and for each successive period of two thousand and fifteen (2015) paid hours thereafter, to the maximum level provided in the Salary Appendix.

(b) For the purposes of calculation of the salary increment, paid hours shall include sick time, vacation time, paid leaves of absence and any other hours paid by the Employer but not necessarily worked by the Employee. Paid hours shall include unpaid leave of absence for Union business, but does not apply to nurses on temporary or long term work assignments with the Union or other labour organizations.

(c) Clauses 26.03 (a) and (b) shall begin to apply to incumbents covered by this Letter of Understanding effective November 28, 2017.

Article 27 shall apply to incumbents covered by this Letter of Understanding effective November 28, 2017.

Amend clauses 29.01 and 29.02 to read:

29.01A The Employer shall continue to provide the following benefits for which participation is voluntary:

Benefit	Summary	Waiting Period	Cost Sharing (Permanent, Full-time)
Extended Health Care (including vision care and semi-private hospital coverage)	<ul style="list-style-type: none"> • Offered through Green Shield Canada • \$10/\$20 Deductible • 100% Coinsurance • Unlimited maximum • Paramedicals \$500 per year - Require prescription • Semi-Private & Convalescent Hospital • Private Duty Nursing \$10,000 per year • Out of Province/Country Emergency • Orthotics - 1/year to \$300 max • Aids & Appliances • Accidental Dental • Hearing aids maximum \$500 per 5 consecutive years <p>Drugs</p> <ul style="list-style-type: none"> • \$10/\$20 Deductible • 100% Coinsurance • Direct payment card 	None	Employer paid

	<ul style="list-style-type: none"> • Drugs legally requiring a prescription • Infertility drugs \$2,400 lifetime maximum • Smoking cessation - \$350 lifetime maximum <p>Vision</p> <ul style="list-style-type: none"> • \$500 per 24 months (12 months for child <18) 		
Dental Plan	<ul style="list-style-type: none"> • Offered through Green Shield Canada • Nil deductible • 100% coinsurance preventive, minor restorative, endodontics and periodontics \$1,500 per calendar year maximum • 6 Month recall under age 18 and 9 month recall age 18 and over • Fluoride under 18 • One complete exam, one set of full mouth x-rays and one panoramic film every 36 months • Major Restorative (crowns, dentures) 60% coinsurance, \$2,500 per calendar year maximum • Dependent child orthodontia, maximum age 19, 50% coinsurance, \$1,500 lifetime maximum • Current Fee Guide 	None	Premiums are 50% employer - 50% employee paid
Life Insurance	<ul style="list-style-type: none"> • Offered through Desjardins • 1 X annual earnings to \$400,000 maximum • Reduces 50% at age 65 • Terminates at earlier of termination or retirement 	None	Employer paid
Accidental Death and Dismemberment	<ul style="list-style-type: none"> • Offered through Desjardins • 4 X annual earnings to \$800,000 maximum • Terminates at earlier of termination or retirement 	None	Employer paid

29.01B The Employer shall provide the following benefits for which participation is compulsory:

Short Term Disability Plan	<ul style="list-style-type: none"> • Self-funded – benefits received through the regular pay process • Benefits continue for a maximum of 15 calendar weeks • Must sign Release to access benefits • Amount of benefit dependent on years of service in Short Term Disability Schedule • Eligibility subject to satisfactory proof of disability (adjudication by third party disability Manager) 	Three (3) months of employment	Employer paid
Long Term Disability Plan. Mandatory enrolment in two plans	<ul style="list-style-type: none"> • Offered through Desjardins, Policy 541541 - Taxable (Employer paid); Policy 541515– Non-Taxable (Employee Paid) <p>Each policy pays:</p> <ul style="list-style-type: none"> • 30% of monthly earnings to \$3,750 maximum • 2 year “own occupation” definition of disability • Direct & indirect offsets • 15 week elimination period • Payable to age 65 	Three (3) months of employment.	Premiums for Policy 541541 are 100% employer paid and premiums for Policy 541515 are 100% employee paid

29.02 The premium cost-sharing shall be as outlined in clauses 29.01A and 29.01B for the single and/or family premium rates.

Amend clause 34.01 to read:

34.01

(a) Participation in a group RRSP as provided in this Letter of Understanding shall be at the discretion of the Employee. Further an Employee may opt in or out of the group RRSP annually on July 1.

(b) Employer and Employee contributions for participating employees shall be as follows:

Employee Contribution	2%	3%	4%	5%
Employer Contribution – Service calculated as at April 1st of a year.				
3 or more years	2.4%	3.6%	4.8%	6%

Amend the Salary Appendix by adding the following classifications and pay range:

Staff Development Coordinator - Educator
 Staff Development Coordinator - Infection Control

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
\$36.58	\$37.96	\$39.33	\$40.69	\$42.07	\$43.43	\$44.82	\$46.12	\$47.75

The current Staff Development Coordinator-Educator incumbent shall remain at her current basic hourly rate of pay of \$42.35 until accumulating sufficient hours to progress to the next highest step on her pay range in accordance with clause 26.03. Thereafter, further increment progression shall be in accordance with clause 26.03.

The current Staff Development Coordinator - Infection Control incumbent shall remain at her current basic hourly rate of pay of \$47.91 until such a time that it no longer exceeds the end rate of the pay range for the Staff Development Coordinator-Infection Control. At such time, such incumbent shall be placed at such end rate for her classification.

In consideration of wage increases received by incumbents covered by this Letter of Understanding before May 9, 2016 and wage increases negotiated by the Parties for all other classifications, both incumbents shall receive a lump sum payment in lieu of any Legacy Settlement Equalization Increases applicable to the years 2014, 2015, and 2016 inclusive. Such payment shall be calculated by applying one point two five percent (1.25%) to their gross earnings in the twenty six (26) pay periods preceding August 1, 2016.

Amend Letter of Understanding re: RRSP as follows:

- Delete paragraph #5 (contribution rates);
- Delete paragraph #7 (new participants);
- Delete paragraph #14 (new hire advice).

**Amend Items #1A and #1B of the Letter of Understanding re: First Collective Agreement
Implementation as follows:**

- A. Within 60 days of November 28, 2017, each Employee shall receive a letter of hire from the Employer which will include.
 - (a) the items listed under Article 9.09; and
 - (b) Basic Rate of Pay (inclusive of Educational Allowances and Long Service Pay Adjustment); and,
 - (c) seniority date; and
 - (d) vacation anniversary date; and
 - (e) vacation entitlement level.

- B. For the purposes of 1A(a) through 1A(e) above, each Employee shall have 30 consecutive calendar days from the date of the respective letters to advise the Employer, in writing, if the Employee believes the information is incorrect. If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. In the absence of such agreement the Employee shall the right to grieve in accordance with the Collective Agreement.

3. Appendix A shall not apply to the incumbents covered by this Letter of Understanding.

4. The Letter of Understanding re: Market Condition Lump Sum shall not apply to the incumbents covered by this Letter of Understanding.

5. The Letter of Understanding re: Legacy Settlement Equalizations Lump Sums shall not apply to the incumbents covered by this Letter of Understanding.

6. The Letter of Understanding re: Retroactive Pay for Terminated employees shall not apply to the incumbents covered by this Letter of Understanding.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extendicare Canada Inc. – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, Local 422
(Hereinafter Referred To As The “Union”)**

RE: DECREASING OR INCREASING REGULAR HOURS OF WORK

WHEREAS it is the desire of the parties to replace, substitute or otherwise amend certain terms and conditions contained in the core of this Collective Agreement; and

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

NOW THEREFORE the parties agree as follows:

Effective November 28, 2017

1. Decreasing regular hours of work for Full-time and Part-time Employees:
 - (a) Requests to decrease regular hours of work, from Full-time or 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 fourteen (14) days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
 - (b) 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.
 - (c) 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 Full-time equivalent (.4 FTE), they shall be posted as a vacancy.

- (d) If the number of hours vacated as a result of this Letter of Understanding is less than point four Full-time equivalent (.4 FTE) the additional shifts may be offered to regular Part-time Employees, in order of seniority, working in the facility, or may be posted as a vacancy.
- (e) Upon agreement of the Employer and the Union, this process may be used to achieve reductions in Full-time equivalent (FTE) due to case mix index funding fluctuations. This may occur only once per year and only where Employee requests for a decrease in regular hours will help accomplish the needed FTE reduction.
- (f) A regular Full-time or regular Part-time Employee can not decrease his/her Full-time equivalent FTE to less than a point four Full-time equivalent (.4 FTE) pursuant to this Letter of Understanding, unless otherwise agreed between the Employer and the Union.
- (g) 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 his/her or his request.
- (h) Requests for a temporary reduction in regular hours of work shall indicate the period of time that the temporary reduction would apply. The maximum time for such temporary reduction is 12 months.

2. Increasing regular hours of work for Part-time Employees:

- (a) If newly funded additional regular Full-time equivalents of less than point four (.4) become available in the facility or if the number of hours vacated by an Employee as a result of this Letter of Understanding is less than point four Full-time equivalent (.4 FTE) or temporary FTEs of less than twelve (12) months and less than 0.4 FTEs becomes available in the facility such additional or residual hours may be offered, in whole or in part, to regular Part-time Employees in order of seniority, working in the facility or may be posted for members of the bargaining unit only.
- (b) If the number of hours available or vacated equals or exceeds point four Full-time equivalent (.4 FTE), these shall be posted in accordance with Article 9.
- (c) 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 in the facility, in order of seniority.
- (d) Any unassigned hours following the completion of 2(c) above will not remain subject to the provisions of this Letter of Understanding.

- (e) A regular Part-time Employee may add to his/her regular hours of work only those hours from the vacant position(s) that can be accommodated in his/her schedule without violating the scheduling provisions of the Collective Agreement.
 - (f) A Part-time Employee may become a Full-time Employee through the operation of this Letter of Understanding.
 - (g) No Part-time Employee shall be permitted to increase his/her or his regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
3. No Employee may decrease or increase his/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.
 4. 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.
 5. 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.
 6. Copies of all requests and responses to requests pursuant to this Letter of Understanding shall be provided to the Union forthwith.
 7. 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.
 8. 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 9 or 10.
 9. This provision is not intended to circumvent the posting and recall provisions of Articles 9 and 10 in circumstances where a position has become vacant. In such a case(s), the vacancy(s) shall be filled in accordance with Article 9 and 10 of the Collective Agreement and not by transferring an Employee who has made a request under this provision to transfer into the vacancy(s).
 10. This Letter of Understanding shall expire on July 31, 2019, or on November 28, 2017 of the next Collective Agreement, whichever is later.
 11. Either party may withdraw from this Letter of Understanding with eight (8) weeks written notice to the other party at which time the Letter of Understanding shall cease to be in effect.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extendicare Canada Inc. – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, Local 422
(Hereinafter Referred To As The “Union”)**

RE: CHANGES TO COLLECTIVE AGREEMENT DURING ITS TERM

Whereas the Parties have negotiated a first Collective Agreement with an expiry date of July 31, 2019;

Whereas Extendicare Canada Inc and the United Nurses of Alberta have previously negotiated at a common bargaining table respecting nine other Extendicare Homes and UNA Locals; and

Whereas the Parties to this first Collective Agreement discussed future bargaining processes during first contract negotiations, the Parties hereby agree as follows:

1. Notwithstanding the expiry date of the Parties’ first Collective Agreement, changes to compensation items, inclusive of amendments to Article 29 such as LTD and STD and SALARY APPENDIX amendments, negotiated at the Extendicare and UNA common table shall be applied to The Extendicare – Cedars Villa and UNA Local 422 Collective Agreement during its term; such changes shall be applied on the same effective dates and to the same classifications as applicable.
2. This Letter of Understanding will expire on July 31, 2019.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____

LETTER OF UNDERSTANDING

Between

**Extendicare Canada Inc. – Cedars Villa
(Hereinafter Referred To As The “Employer”)**

And

**The United Nurses Of Alberta, Local 422
(Hereinafter Referred To As The “Union”)**

RE: CHANGE TO DAILY HOURS OF WORK

1. Effective until the first day of the first pay period ninety (90) days following November 28, 2017, the following provisions of the Collective Agreement are amended as follows:

1. Amend clause 14.01(a) to read:

14.01 (a) Regular hours of work for Full-time Employees shall be:

- (i) eight (8) consecutive hours per day;
- (ii) eighty (80) hours bi-weekly;

and shall exclude a one-half (1/2) hour lunch period but include two (2) fifteen (15) minute coffee breaks per day.

2. Amend clauses 13.01(a) and 13.04 to read:

13.01 (a) A new Employee shall serve a probationary period of four hundred (400) hours worked. The Employer shall provide an evaluation of each probationary Employee at least once prior to the completion of his/her probationary period. This does not preclude the Employer from terminating an Employee for cause during his/her probationary period without an evaluation.

13.04 The Employer shall provide a paid orientation program of forty (40) hours for all new Employees during the probationary period. Where an Employee informs the Director, General Programs or Director, Dementia Programs as applicable, that his/her orientation was not sufficient, the Employer will provide additional orientation. Where the Employee will be on rotating shifts, the first three (3) shifts shall be day shift and the Employee's first two (2) shifts on evenings and/or nights shall be under guidance or supervision.

3. Amend clauses 15.01 (a) and (b) to read:

15.01 Overtime at the rate of two times (2X) the Employee's basic hourly rate of pay shall be paid to all Employees for:

- (a) all hours worked in excess of eight (8) consecutive hours;

(b) all hours worked in excess of eighty (80) hours bi-weekly;

4. Amend clause 26.03 (a) to read:

26.03 (a) A salary increment shall be granted to an Employee following a period of two thousand and eighty (2080) paid hours, exclusive of overtime, and for each successive period of two thousand and eighty (2080) paid hours thereafter, to the maximum level provided in the Salary Appendix.

5. Amend clause 31.02 (b) to read:

Amend clause 17.06 to read:

- 17.06 (a) The following hours will be recognized for the purposes of determining vacation pay or entitlement:
- (i) hours paid at the basic hourly rate of pay, inclusive of periods of sick leave with pay;
 - (ii) hours worked and paid in accordance with clause 15.01(d); and,
 - (iii) hours worked on a Named Holiday to a maximum of eight (8) hours;
 - (iv) unpaid leave of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars, negotiation or for Union or Local business, but does not apply to nurses on temporary or long term work assignments with the Union or other labour organizations.

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

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

Hours specified in clause 31.02(b)	X	The applicable % outlined below	=	Number of hours of paid vacation to be taken in the next following vacation year
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- (i) six percent (6%) during the first (1st) employment year;
- (ii) eight percent (8%) during the second (2nd) to ninth (9th) employment years;

- (iii) ten percent (10%) during the tenth (10th) to nineteenth (19th) employment years; and
- (iv) twelve percent (12%) during the twentieth (20th) employment years.
- (v) Upon reaching an employment anniversary of twenty-five (25), thirty (30), thirty-five (35), forty (40), or forty-five (45) years, Part-time Employees shall be credited with an additional two percent (2%) vacation pay to be taken at a time that's mutually agreeable between the Employee and the Employer, within the five (5) year period following the date earned.

6. Amend clause 31.06 to read:

31.06 When a Part-time Employee volunteers or agrees when requested to work an additional shift which is not designated as his/her scheduled day of rest, he/she shall be paid at his/her basic hourly rate for such hours and, if applicable, at the overtime rate of two times (2X) for any hours worked in excess of eight (8) hours.

7. Notwithstanding the above implementation wording, effective the first day of the first pay period ninety (90) days following November 28, 2017 amend the initial Salary Appendix initially reflecting implementation of "Legacy Settlement Equalization Increases" to read:

SALARY APPENDIX

Registered Nurse

Registered Psychiatric Nurse

Effective	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
As noted above	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37

Certified Graduate Nurse

Graduate Nurse - Temporary Permit Holder

Graduate Psychiatric Nurse

Effective	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
As noted above	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19

Undergraduate Nurse

Effective

As noted above \$27.68

Staff Development Coordinator – Educator

Staff Development Coordinator – Infection Control

Effective	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
As noted above	\$37.76	\$39.18	\$40.60	\$42.00	\$43.43	\$44.83	\$46.27	\$47.61	\$49.29

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE
UNITED NURSES OF ALBERTA

Date: _____

Date: _____