

LETTER OF UNDERSTANDING

Between

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

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

**BENEVOLENCE CARE CENTRE LTD.
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

AND

**THE UNITED NURSES OF ALBERTA, LOCAL #234
(HEREINAFTER REFERRED TO AS THE “UNION”)**

RE: COLLECTIVE AGREEMENT TRANSITION

1. APPLICATION

- A. Effective the Date of Ratification of this Letter of Understanding (LOU) and Local Conditions (Appendix A): Applicable to Hardisty Care Centre Partnership, Devonshire Care Centre Partnership and Benevolence Care Centre Ltd. Local #234 the Employer's listed above and the United Nurses of Alberta (UNA), Local #234 will transition into and become part of the Collective Agreement between River Ridge Seniors Village Partnership and the UNA Local #402, expiry June 30, 2024 (*“the Collective Agreement”*). There will no longer be three separate Collective Agreements to cover Hardisty Care Centre Partnership, Devonshire Care Centre Partnership and Benevolence Care Centre Ltd. Local #234. Hardisty Care Centre Partnership, Devonshire Care Centre Partnership, Benevolence Care Centre Ltd. Local #234 and River Ridge Seniors Village Partnership Local #402 will all be covered under the same Collective Agreement.
- B. Except as provided below, all terms and conditions of the River Ridge Seniors Village Partnership and the UNA Local #402 Collective Agreement (expiry June 30, 2024) shall apply to Hardisty Care Centre Partnership, Devonshire Care Centre Partnership, and Benevolence Care Centre Ltd. Local #234 effective on the Date of Ratification of this LOU unless otherwise stated.

2. RATIFICATION DATE

In this LOU, the term “Date of Ratification” shall mean the date the Parties ratify

this LOU. The Date of Ratification will be the date upon which the terms and conditions of the River Ridge Seniors Village Partnership and the UNA Local #402 apply to Hardisty Care Centre Partnership, Devonshire Care Centre Partnership, and Benevolence Care Centre Ltd. Local #234.

3. ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT

As per the Date of Ratification amend Article 1: Term of the Collective Agreement to add (NEW): “1.03 This Collective Agreement applies to the following bargaining units: River Ridge Seniors Village Partnership Local #402 (certificate No. C-140-2018), Hardisty Care Centre Partnership Local #234 (certificate No. C-59-2009), Devonshire Care Centre Partnership (certificate No. C-121-2011), and Benevolence Care Centre Ltd. Local #234 (certificate No. C-178-2018). The Employer and the Union agree and acknowledge that either party, by serving Notice to Bargain accordingly may elect to negotiate any one or any combination of these bargaining units separate and apart from the others.”

4. ARTICLE 2: DEFINITIONS

Article 2.05 – amend to add: “Hardisty Care Centre Partnership, Devonshire Care Centre Partnership, and Benevolence Care Centre Ltd.”

5. ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

- A. The provisions of Article 5.08 are applicable to Employees as of the Date of Ratification on a go forward bases.
- B. Dues deduction will not change as per this LOU.

6. ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

- A. Article 7.02(d) – amend to add: “An application in response to a position posted with Shift patterns (iii) or (iv) constitutes an Employee request for the purposes of this section.”
- B. Article 7.03 – effective the Date of Ratification Shift Schedules shall be posted 12 weeks in advance.
- C. Article 7.08 – amend to read: “The Employer shall continue to provide meals to all Employees for each working day. **This provision only applies to River Ridge Seniors Village Partnership Employees.**”

7. ARTICLE 11: PROBATIONARY PERIOD

An Employee with less than 503.75 hours worked at the Date of Ratification will only be required to work 503.75 hours to successfully conclude the probationary period. No new probationary period will be required as a result of this LOU for any current Employee.

8. ARTICLE 12: SENIORITY

An Employee's seniority date will remain the same and will not change as a direct result of this LOU. Article 12: Seniority will apply on the Date of Ratification.

9. ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

Effective the Date of Ratification Full-time Employee's at Devonshire Care Centre Partnership will have their anniversary date used for the purpose of an annual increment. Devonshire Care Centre Partnership Full-time Employee's anniversary date for the purposes of salary increments will be established based on their date of hire with the Devonshire Care Centre Partnership and will be effective the Date of Ratification.

10. ARTICLE 16: CHARGE PAY

Article 16.01(a) amend: "When the Director of Care, **Site Leader or designate** is absent or unavailable, the Employer shall designate an Employee to be in charge of the building, and such Employee shall be paid an additional **three dollars (\$3.00)** per hour."

The above amendment to Article 16.01(a) is effective the Date of Ratification and applies to River Ridge Seniors Village Partnership Employees as of the Date of Ratification of this LOU as well.

11. ARTICLE 17: VACATIONS WITH PAY

- A. Employees shall have their vacation entitlement date prior to the Date of Ratification remain the same and recognized for the purpose of establishing entitlements for annual vacation.
- B. Vacation accrual and entitlements pursuant to Article 17: Vacations With Pay shall commence on the Date of Ratification. Employees that will be earning a greater vacation entitlement on the Date of Ratification as a result of Article 17: Vacations With Pay will do so effective the Date of Ratification but will keep their vacation entitlement date that was held prior to the Date of Ratification as per 11.A. above.
- C. Any unused vacation accumulated prior to the Date of Ratification shall be maintained. Approved vacation prior to the Date of Ratification will be upheld.
- D. Supplementary Vacation

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

thirty-fifth (35th) vacation employment anniversary date will result in further supplementary vacation entitlement.

12. EMPLOYEES ABSENT DUE TO ILLNESSS, WCB, STD, LTD, OR LEAVE OF ABSENCE

Employees who are absent due to sick leave, Workers Compensation, Short Term Disability, Long Term Disability or approved Leave of Absence shall continue under the previous disability plans and terms and conditions until such time as they return to work from such absence. Effective the date of return to work, the terms and conditions of the Collective Agreement and the transition provisions of this LOU shall apply.

13. ARTICLE 18: NAMED HOLIDAYS

Named Holidays pursuant to Article 18: Named Holidays shall commence as of the Date of Ratification. The "Floater" holiday as per Article 18.01(b) in the Collective Agreement will be granted to applicable Employees as per the Date of Ratification.

14. ARTICLE 19: SICK LEAVE

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

15. ARTICLE 21: PREPAID HEALTH BENEFITS

- A. The provisions of Article 21: Prepaid Health Benefits shall commence as of the Date of Ratification. This includes drug coverage (100% to 80%) and premium cost sharing from 50% Employer/50% Employee to 75% Employer/ 25% Employee.

16. ARTICLE 22: LEAVES OF ABSENCE

- A. The provisions of Article 22: Leaves of Absence shall commence as of the Date of Ratification.
- B. Each Employee will be entitled to personal leave days as per Article 22.08 and they will be prorated as per Article 22.08(b) effective the Date of Ratification.

17. ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

- A. The provisions of Article 23: Discipline, Dismissal And Resignation shall commence as of the Date of Ratification.
- B. The timelines identified in Article 23: Discipline, Dismissal And Resignation will commence the Date of Ratification and the timelines specified are applicable to Employees who have been subject to disciplinary action prior to the Date of Ratification.

18. ARTICLE 25: SALARIES

- A. Employee's receiving Special Long Service Pay Adjustment will continue and as per the Date of Ratification of this LOU and the Letter of Understanding #3 RE: Retention of Experienced Employees applies.
- B. Hardisty Care Centre Partnership and Benevolence Care Centre Ltd. Full-time Employee's anniversary date used for the purpose of an annual increment will remain the same as they were prior to the Date of Ratification.
- C. For Part-time and Casual Employees all hours worked towards their next increment prior to the Date of Ratification shall be maintained.

19. ARTICLE 26: EDUCATIONAL ALLOWANCES

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

20. ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

Employees at Hardisty Care Centre Partnership, Devonshire Care Centre Partnership, and Benevolence Care Centre Ltd. are currently aligned to the Collective Agreement pertaining to Shift Differential And Weekend Premium amounts. Shift Differential And Weekend Premium pursuant to Article 28: Shift Differential And Weekend Premium shall commence as of the Date of Ratification.

21. ARTICLE 29: PENSION PLAN

Pension Plan pursuant to Article 29: Pension Plan shall commence on the Date of Ratification. All Employee and Employer participation and contributions to a Group RRSP prior to the Date of Ratification will be maintained. Employee and Employer contributions will change to 3% as applicable on the Date of Ratification.

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

- A. Part-time Employees will increase to 5.2% of their regular earnings in lieu of Named Holidays as per the Letter of Understanding #4 RE: National Day For Truth And Reconciliation and Article 30.01(e) 18.01 of the Collective Agreement effective the Date of Ratification.

- B. As per the Letter of Understanding #4 RE: National Day For Truth And Reconciliation in the Collective Agreement Article 30.03(d) 18.01 was amended to read:

18.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to five point two percent (5.2%) of their regular earnings in lieu of Named Holidays, retroactive to September 30, 2021.

Casual Employees will increase to 5.2% of their regular earnings in lieu of Named Holidays as per the Letter of Understanding #4 RE: National Day For Truth And Reconciliation and Article 30.03(d) 18.01 of the Collective Agreement effective the Date of Ratification.

23. ARTICLE 32A: DISPUTE RESOLUTION PROCESS

The process and timelines identified in Article 32A: Dispute Resolution Process commence the Date of Ratification and the timelines specified are applicable to grievances filed after the Date of Ratification. Grievances filed before the Date of Ratification of this LOU will be subject to the timelines identified in the previous provisions.

24. ARTICLE 35: IN-SERVICE PROGRAMS

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

25. ARTICLE 36: PROFESSIONAL RESPONSIBILITY

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

26. LETTERS OF UNDERSTANDING (LOU)

- A. All identified LOU's listed below apply effective the Date of Ratification unless otherwise stated.
 - (a) Severance #1
 - (b) Lump Sum Payment – Recognition For Services Rendered During The COVID-19 Response #2
 - (c) Retention of Experienced Employees #3 – Amend the Letter of Understanding #3 RE: Retention of Experienced Employees to delete: "This Letter of Understanding comes into effect June 30, 2024." This

amendment will be effective on the Date of Ratification and apply to all applicable Employees at Hardisty Care Centre Partnership, Devonshire Care Centre Partnership, Benevolence Care Centre Ltd. and River Ridge Seniors Village Partnership.

The LOU would commence for Hardisty Care Centre Partnership, Devonshire Care Centre Partnership, Benevolence Care Centre Ltd. Local #234 and River Ridge Seniors Village Partnership Local #402 effective the Date of Ratification of this LOU.

There will be no retro to be paid by the Employer to applicable River Ridge Seniors Village Partnership Employees for the 2% Special Long Service Pay Adjustment prior to the Date of Ratification.

(d) National Day For Truth And Reconciliation #4

27. SALARY APPENDIX

- **November 1, 2022 – 4.25%**
- **April 1, 2023 – 2%**

As it is related to the parties, as per the Date of Ratification (DOR) of this LOU the Salary Appendix shall read as follows:

Registered Nurse

Registered Psychiatric Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Nov. 1, 2022	\$38.44	\$39.92	\$41.40	\$42.88	\$44.38	\$45.84	\$47.32	\$48.72	\$50.45
(2% LSPA Rate)	\$39.21	\$40.72	\$42.23	\$43.74	\$45.27	\$46.76	\$48.27	\$49.69	\$51.46
Apr. 1, 2023	\$39.21	\$40.72	\$42.23	\$43.74	\$45.27	\$46.76	\$48.27	\$49.69	\$51.46
(2% LSPA Rate)	\$39.99	\$41.53	\$43.07	\$44.61	\$46.18	\$47.70	\$49.24	\$50.68	\$52.49

Certified Graduate Nurse

Graduate Nurse - Temporary Permit Holder

Graduate Psychiatric Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Nov. 1, 2022	\$35.17	\$36.26	\$37.02	\$37.70	\$38.29	\$39.09	\$40.34	\$41.50	\$42.96
(2% LSPA Rate)	\$35.87	\$36.99	\$37.76	\$38.45	\$39.06	\$39.87	\$41.15	\$42.33	\$43.82
Apr. 1, 2023	\$35.87	\$36.99	\$37.76	\$38.45	\$39.06	\$39.87	\$41.15	\$42.33	\$43.82
(2% LSPA Rate)	\$36.59	\$37.73	\$38.52	\$39.22	\$39.84	\$40.67	\$41.97	\$43.18	\$44.70

Undergraduate Nurse

	Step 1
Nov. 1, 2022	\$28.31
Apr. 1, 2023	\$28.88

ON BEHALF OF THE EMPLOYER

Keith Dwyer

DATE: 18 Dec. 2023

ON BEHALF OF THE UNION

Blair Burgess

DATE: December 14, 2023

Appendix A

Local Condition #1: Applicable to Hardisty Care Centre Partnership, Devonshire Care Centre Partnership and Benevolence Care Centre Ltd. and the United Nurses of Alberta, Local #234

1. HOURS OF WORK AND SCHEDULING PROVISIONS

The provisions of Article 7 shall be amended as follows:

Amend Article 7.01(a) to read:

- 7.01 (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (i) seven point seven five (7.75) consecutive hours per day; and
 - (ii) seventy-seven point five (77.5) hours in a fourteen (14) day calendar period averaged over one (1) complete Cycle of the Shift Schedule.
 - (iii) 2022.75 hours per year.

Amend Article 7.02(g)(iv) to read:

- 7.02(g)(iv) not more than seven (7) consecutive scheduled days of work.

2. PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

The provisions of Article 30 shall be amended as follows:

(A) Amend Article 30.01(a): 7.01(a)(i) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than seven point seven five (7.75) hours per day, and in any event, shall be less than seventy-seven point five (77.5) hours in a fourteen (14) calendar day period, averaged over one (1) complete Cycle of the Shift Schedule.

(B) Amend Article 30.01(b)(i) to read:

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30.01 (c) (i) Part-time Employees and Casual Employees shall be entitled to an increment on the completion of 2015 regular hours of work and thereafter a further increment upon the completion of each period of 1821 regular hours actually worked to the maximum increment granted Full-time Employees.

(C) Amend Article 30.03(b) to read:

30.03 (b) Casual Employees shall be entitled to an increment on the completion of 2015 regular hours of work and thereafter a further increment upon the completion of each period of 1821 regular hours actually worked to the maximum increment granted Full-time Employees.

3. VACATION

Vacation entitlement shall be determined in accordance with Article 17: Vacations with Pay and Article 30: Part-Time, Temporary And Casual Employees.

4. SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

Shift Differential and Weekend Premium shall only be paid for hours actually worked and shall be paid at the rates specified in Article 28: Shift Differential and Weekend Premium.