

**COLLECTIVE AGREEMENT**

**BETWEEN**

**UNITED NURSES OF ALBERTA**

**LOCAL #234**

**AND**

**BENEVOLENCE CARE CENTRE**

**EXPIRY: DECEMBER 21, 2019**

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**COLLECTIVE AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 201\_\_

**BETWEEN**

**BENEVOLENCE CARE CENTRE LTD.**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #234**

**(on behalf of Employees employed in Direct Nursing Care and Instruction therein)**

**PREAMBLE**

WHEREAS the parties acknowledge that the primary purpose of the Employer and Employees is to provide and improve quality resident care and believe that this purpose can be achieved most readily if harmonious relationships exist between the Employer and the Employees;

AND WHEREAS the parties recognize that a positive work environment raises the level of job satisfaction for Employees which directly impacts the quality of resident care, the parties shall endeavor to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement;

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from June 22, 2018 to December, 21, 2019, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.

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

1.03 An Employee whose employment has terminated prior to the signing of this Collective

Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon the submission of a written application to the Employer within 90 calendar days of the signing of the Agreement.

## **ARTICLE 2: DEFINITIONS**

- 2.01 “Employer” shall mean “Benevolence Care Centre LTD”
- 2.02 (a) “Union” shall mean the “United Nurses of Alberta.”
- (b) “Local” shall mean the Local branch of the Union, Local **234**.
- 2.03 “Employee” shall mean a person covered by this Collective Agreement and who is employed as a Certified Graduate Nurse, Registered Nurse, Registered Psychiatric Nurse, Graduate Nurse-Temporary Permit Holder or Graduate Psychiatric Nurse and for whom the Union has, through the Labour Relations Board, obtained the status of bargaining agent, and whose employment is designated as:
- (a) “Full-time Employee”; An Employee regularly scheduled to work 77.5 hours every two (2) weeks and not more than seven (7) consecutive days.
- (b) “Part-time Employee”; An Employee who is scheduled to work a limited number of Shifts per week and or less than seven point seven five (7.75) hours per day.
- (c) “Casual Employee”; An Employee who is:
- (i) scheduled for absences of less than three (3) months and or;
- (ii) called in as needed.
- (d) “Temporary Employee”; Shall mean an Employee who is hired for a full-time or a part-time position for a fixed term of from three (3) to 12 months inclusive.
- 2.04 “Basic Rate of Pay” shall mean the step in the scale applicable to the Employee as set out in the Salaries Appendix exclusive of all allowances and premium payments.
- 2.05 “Shift” means a daily tour of duty of not less than three (3) consecutive hours exclusive of overtime hours.
- 2.06 “Unit”- A Unit is a nursing floor, namely level 1, 2 or 3.
- 2.07 “Cycle of the Shift Schedule” means the period of time when the Shift Schedule repeats itself. In those instances where the schedule does not repeat itself, the term “Cycle of the shift schedule” shall be understood to mean a period of time not exceeding 12 weeks.

**ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in Certificate No. 178-2018 of the Alberta Labour Relations Board and amendments thereto.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 The Union and the Local will exercise their rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

**ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. Without limiting the generality of the foregoing, the Employer may hire, classify, promote and, for just cause, discipline, demote for disciplinary reasons, suspend or discharge any Employee or Employees, unless specifically restricted or limited by the provisions of this Collective Agreement.

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

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

- 5.01 The Employer shall deduct from the earnings of each Employee covered by this Collective Agreement monthly amounts equal to the fixed monthly dues as specified by the Union. Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the 15<sup>th</sup> day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made specifying for the month, amounts of Union dues deducted and gross earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.
- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, Union dues.
- 5.03 The Employer shall 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 that posted material damaging to the Employer be removed.

- 5.04 A Representative of the Union may make a presentation, with respect to the Union, of up to 30 minutes, as part of the orientation of new Employees on the Unit. Attendance by Employees shall not be compulsory. The Union Representative shall make arrangements with the Unit Manager as to where or when this presentation shall take place. A Representative of the Employer may be present at such presentation.
- 5.05 The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing. All such leave shall be without pay.
- 5.06 Other than specified in Articles 5.04 and 24, any Union business shall be conducted outside of normal working hours.

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

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

#### **ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS**

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

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
- (i) seven point seven five (7.75) consecutive hours per day;
  - (ii) 77.5 hours in a 14 day calendar period.
- (b) Regular hours of work shall be deemed to:
- (i) include, as scheduled by the Employer, two (2) rest periods of 15 minutes during each full working Shift of seven point seven five (7.75) hours; or
  - (ii) include, as scheduled by the Employer, one (1) rest period of 15 minutes during each half Shift of not less than four (4) hours; and
  - (iii) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.

(c) Day, Evening and Weekend Day and Evening Shift

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 her meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.

(d) Night Shift and Weekend Night Shift

Recognizing that current staffing levels prohibit meal or rest period relief by another Registered Nurse during Night Shifts, for the duration of this Collective Agreement Night Shift Nurses are required to be readily available, and will receive the payment in (c) above.

(e) All Shifts

In addition to (c) above, an Employee recalled to duty during her meal or rest period shall, if possible, be provided with a full meal period or rest period later in her Shift. In the event that this is not possible or where the later period cannot be provided, she shall be paid for such at overtime rates.

(f) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the Shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 **Shift Schedules**

(a) The Shift patterns which may be available are:

- (i) permanent days
- (ii) permanent evenings
- (iii) permanent nights

(b) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:

- (i) at least 15.5 hours off duty between Shifts;
- (ii) at least two (2) consecutive days of rest. Part-time Employees may agree to exchange their scheduled days of rest to other non-scheduled days. When they do agree to do so, no overtime penalty is required.

- (iii) days of rest on one-half (1/2) of the weekends averaged over one (1) complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two (2) consecutive weekends. "Weekend" means a Saturday and the following Sunday assuring a minimum of 56 hours off duty;
  - (iv) not more than seven (7) consecutive scheduled days of work.
- (c) Violation of any provision of Article 7.02(b) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8 for all regular hours worked during the period of violation.

**7.03 Schedule Posting**

- (a) Shift schedules shall be posted eight (8) weeks in advance.
- (b) Notwithstanding Article 7.03(a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Union.

**7.04 Employee Shift Exchange**

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

**7.05 Reporting Pay**

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

**7.06** Attendance at mandatory meetings shall be compensated as time worked.

**ARTICLE 8: OVERTIME**

- 8.01 (a) Overtime must be approved in advance by the Employer, except in an emergency situation. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization. The Employer shall be advised within one (1) business day after the Shift.
- (b) Hours which constitute overtime shall be all hours worked:
- (i) in excess of seven point seven five (7.75) hours per day; or
  - (ii) in excess of 77.5 hours in a two (2) week period; or
  - (iii) on a day of rest as per Article 7.02(b)(ii).
- 8.02 All overtime shall be paid at the rate of two times (2X) the Basic Rate of Pay.
- 8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.

**ARTICLE 9: DECREASING AND INCREASING FULL TIME EQUIVALENCIES (FTE'S)**

- 9.01 Where there is mutual agreement between the Employer and Employee, an Employees' FTE may be increased or decreased. An Employee's request to increase or decrease their FTE will not be unreasonably denied.

**ARTICLE 10: TRANSPORTATION**

- 10.01 An Employee who normally travels from the facility to the Employee's place of residence by means of public transportation following the completion of the Employee's Shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular Shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable taxi fare from the facility to the Employee's place of residence.

**ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION**

- 11.01 A new Employee shall serve a probationary period of 503.75 hours worked. If a new Employee is unsuitable, in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without notice and without recourse to the grievance procedure.

- 11.02 The Employer shall provide an evaluation of each Probationary Employee prior to the completion of her or his probationary period. During this evaluation, the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first three (3) Shifts of resident care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned three (3) Shifts. Where the Employee works on different Shifts and or floors, the first day Shift, the first evening Shift and the first night Shift shall be under guidance or supervision.
- 11.04 An Employee, absent for more than six (6) months, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

## **ARTICLE 12: SENIORITY**

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee provided there was no break in the Employee's service for longer than six (6) months.
- (b) Seniority in the bargaining unit shall include seniority with any Employer with a bargaining relationship with the United Nurses of Alberta provided:
- (i) The Collective Agreement with that Employer contains a reciprocal clause; and
- (ii) There was no break in the Employee's service for longer than six (6) months.
- 12.02 Seniority shall be considered in determining:
- (a) filling vacancies as per Article 14;
- (b) approval of vacation times;
- (c) layoff and recall as per Article 15.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee resigns;

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

12.04 Within three (3) months of the date of signing of this Collective Agreement, annually thereafter, and when an Employee has been served a notice pursuant to Article 15, the Employer shall provide the Union with a seniority list containing the name and seniority date of each Employee, in chronological order. The Union may question or grieve any inaccuracy within three (3) months of receiving the list. Thereafter the date shall be considered as being established.

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

- 13.01 (a) Each Employee shall receive an evaluation every two (2) years. Employees not meeting expectations will receive an annual 12 month evaluation.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employees.
- 13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor.
- (b) Meetings for the purpose of the evaluation shall be scheduled with reasonable advance notice which shall not be less than 24 hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03 (a) By appointment made at least one (1) working day in advance, and during regular business hours and outside of the Employee's paid hours of work, an Employee may view her or his personnel file on request and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 13.03(a). The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; such fee shall be established by the Employer.

13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the Employee.

#### **ARTICLE 14: VACANCIES**

14.01 (a) The Employer shall post notices of vacancies for all regular and temporary positions within the bargaining unit not less than 10 calendar days in advance of filling the vacancy. A copy of such notice shall be forwarded to the Local Union within five (5) calendar days of the posting.

(b) When circumstances require the Employer to fill a vacancy before the expiration of 10 calendar days, the appointment shall be made on a temporary or relief basis only.

(c) Vacancies shall be filled whenever possible from within the bargaining unit.

(d) Only temporary positions of greater than three (3) months need to be posted.

(e) Applications for vacancies shall be made to the Director of Care in writing.

14.02 When filling vacancies, the determining factors shall be skill, knowledge, experience, and where these factors are relatively equal, seniority shall be the deciding factor. If all applicants are casuals, and the above factors are considered relatively equal, the position shall be awarded to the one who has been in the scope of the bargaining unit the longest.

14.03 The name of the Employee who is appointed to fill the vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight (8) calendar days. The Local Union shall be informed in writing of the name of the successful applicant within five (5) calendar days of the appointment.

14.04 (a) The successful applicant will be given a trial period of 325 ½ hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.

(b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.

(c) At the completion of a temporary position, should the Employee fail to succeed during the trial period, or if the Employee requests reinstatement to her or his former position, the Employer shall reinstate the Regular Employee in her or his former position.

- (d) A Casual Employee shall resume casual status. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in her or his former position.
- 14.05 An Employee's anniversary date, for the purpose of scheduled increments, shall not be changed as a result of being the successful applicant to a vacancy.
- 14.06 At the time of hire or upon being the successful applicant to a vacancy, all Employees shall receive a letter which shall include the following:
- (a) category (Regular, Temporary or Casual);
  - (b) classification;
  - (c) number of hours per Shift and Shifts per Shift Cycle;
  - (d) date of hire; and
  - (e) salary step.

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

- 15.01 In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify, in writing, Employees who are laid off 28 calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith. The 28 calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- 15.02 Layoff shall occur in reverse order of seniority.
- 15.03 **Displacement**
- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall:
    - (i) have the right to displace an Employee with less seniority; or
    - (ii) at the Employee's option, take a position which is vacant; or
    - (iii) at the Employee's option, accept layoff with the right of recall.
  - (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.03(a)(ii) shall within 72 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of her or his decision, including the name of the Employee she or he wishes to displace or the vacant position she or he wishes to take. Where the Employee fails to exercise such right within the specified

time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:

- (i) place the Employee in any available vacant position of the Employer's choice; or
- (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.

**15.04 Recalls**

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

15.05 No new Employees shall be hired while there are other Employees on layoff except where the Employees have refused the recall as per Article 15.04(d) above.

**15.06 Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7 and 14.
- (b) Where an Employee works while on layoff in accordance with Article 15.04, the provisions of the Collective Agreement applicable to Casual Employees shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02 while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.01 after the Employee has advised the Employer of her or his readiness to return to work.

- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.
- 15.07
- (a) The premium costs of benefits referred to in Article 21.01 shall be shared 50% by the Employer and 50% by the Employee for the duration of the layoff to a maximum of three (3) months.
  - (b) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

#### **ARTICLE 16: RESPONSIBILITY PAY**

- 16.01
- (a) The Employer shall designate a Night Shift Registered Nurse to receive Responsibility Pay of three dollars (\$3.00) per hour.
  - (b) The Employer shall prepare a document specifying the roles and responsibilities of a person designated to receive Responsibility Pay. The document shall be reviewed by the Joint Committee prior to implementation. A copy shall be available at each Nursing Unit and shall be provided to each Employee upon request.
  - (c) A Manager-On-Call will be available 24 hours a day, seven (7) days a week.

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

##### **17.01 Definitions**

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the 12 month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.

##### **17.02 Vacation Entitlement**

During each year of continuous service in the employ of the Employer, an Employee shall earn vacation with pay as follows:

- (a) for 1-3 years of service, three (3) weeks or six percent (6%) of gross earnings;
- (b) for 4-12 years of service, four (4) weeks or eight percent (8%) of gross earnings;
- (c) for 13-19 years of service five (5) weeks or 10% of gross earnings;

- (d) for 20 or more years of service, six (6) weeks or 12% of gross earnings.

17.03 **Time of Vacation**

- (a) All vacation earned during one (1) vacation year shall be taken during the next vacation year at a time which is mutually agreeable between the Employee and the Employer.
- (b)
  - (i) The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Where an Employee submits her or his vacation preference by March 15th of that year, the Employer shall indicate in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
  - (ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within seven (7) days of the request.
- (c) Notwithstanding Article 17.03(a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03 (a), a Full-time or Part-time Employee shall have the right to utilize earned vacation during the vacation year in which they are earned provided the following conditions are met:
  - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
  - (ii) such vacation can be taken at a mutually agreeable time.
- (e)
  - (i) Subject to Article 17.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
  - (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f) No Employee shall have her or his vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a *bona fide* attempt was made to mobilize the appropriate, available resources to address and resolve the issues

before activating these provisions. An Employee who has her or his vacation cancelled by the Employer shall be paid two times (2X) her or his Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

**17.04 Vacation Pay on Termination**

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the Employee's Basic Rate of Pay.
- (b) Except in the instance of release of a Probationary Employee, notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice for resignation, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.
- (c) For an Employee who gives at least 28 calendar days' notice of resignation or who is dismissed, all monies due shall be paid on the last day of employment.

**ARTICLE 18: NAMED HOLIDAYS**

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

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

and any other Holiday proclaimed by the Parliament of Canada or Province of Alberta.

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

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

- 18.03 (a) An Employee obliged to work on a Named Holiday shall be paid for the first seven point seven five (7.75) hours worked on the Named Holiday at one and a half times (1½X) the Employee's Basic Rate of Pay, any additional hours worked shall be paid at two times (2X) Basic Rate of Pay, plus:
- (i) an alternate day off at a mutually agreed time; or
  - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
  - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
- (b) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a)(i) and (ii) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
- 18.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.

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

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one and one-quarter (1¼) working days for each full month of employment up to a maximum credit of 60 days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 19.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when the Employer can reasonably establish a legitimate reason for the requirement. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

- 19.05 When an Employee has accrued the maximum sick leave credits of 60 working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.
- 19.06 Should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period that exceeds the three (3) working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.
- 19.07 (a) An Employee who has been receiving Disability benefits and who is able to return to work and who is capable of performing the duties of her or his former position, shall provide the Employer with two (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the Employee's disability at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability;
- (b) An Employee who does not qualify for LTDI benefits and who exhausts her or his sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay for the duration of the illness or up to 24 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer with one (1) months' notice of her or his intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.
- 19.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of her or his accrued sick leave credits.
- 19.09 The placement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7 and 14.
- 19.10 Sick leave credits shall not accrue during any period of sick leave in excess of one (1) month.

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

- 20.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee.

- 20.02 Employees shall not be paid by the Employer when they are absent from work and drawing Workers' Compensation.
- 20.03 An Employee who is incapacitated and unable to work as the result of an accident or an occupational disease while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall receive full net salary provided the Employee 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, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b).

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

21.01 The Employer shall provide the following health benefits for which participation is compulsory for all Regular Employees:

- (a) Alberta Health Care Insurance Plan (single or family)
- (b) Extended Health Care
  - (i) 100% of prescription drugs, subject to a dispensing fee maximum and a deductible for each prescription.
  - (ii) Paramedical services up to a maximum per year per practitioner.
  - (iii) Pay direct drug card.
  - (iv) Semi-private hospital rooms.
  - (v) Dental plan providing coverage of 80% of basic dental services with no maximum limit.

In the event the Employer, during the life of the Collective Agreement, provides an improved dental plan to any of its other Employees, the Employer will provide the same improvements to the Employees under this Collective Agreement.

- (c) Basic Life Insurance
  - (i) One times (1X) the Employee's annual earnings.
  - (ii) Dependent Life Insurance amounting to \$5000.00 for the spouse and \$2500.00 for a dependent child of the Employee.

(d) Accidental Death and Dismemberment

- (i) Similar provisions to Basic Life Insurance in Article 21.01(b).

(e) Short Term Disability

- (i) 66 2/3% of the Employees' weekly earnings up to a maximum of 17 weeks. Short Term Disability is effective on the first day of accident or hospitalization but on the 15<sup>th</sup> day of illness.

(f) Long Term Disability

- (i) 66 2/3% of the Employee's weekly earnings for the first \$3500.00 and 50% of the remainder per month to a maximum of \$5000.00 per month following an elimination period of 119 days.

- (g) The Employer agrees to match, up to a maximum of regular gross salary indicated below, an Employee's contribution to a voluntary registered retirement savings plan owned by the Employee. The Employer will make the Employee's and Employer's payments payable to the RRSP in the Employee's name. Where possible, the RRSP contributions will be made by direct deposit.

Upon request of the Employee:

- (i) the Employer will deduct and remit a voluntary RRSP contribution in the amount requested by the Employee.
- (ii) The Employer will match Employee contributions to the following extent:
- a. Date of Ratification – three percent (3%)
  - b. December 20, 2019 - four percent (4%)

21.02 Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.

21.03 The premium costs shall be shared 50% by the Employer and 50% by the Employee.

21.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.

21.05 (a) The Employer shall provide one (1) copy of each of the plans to the Provincial Office of the United Nurses of Alberta.

- (b) The Employer shall advise the United Nurses of Alberta of all premium rate changes pursuant to Article 21.03.

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

### **22.01 General Leave**

- (a) Leave of absence without pay may be granted to an Employee on request. Such request shall not be unreasonably denied. Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (b) Requests for a leave of absence must be submitted in writing to the Director of Care at least two (2) weeks in advance or such shorter period as may be mutually agreed between the Employee and the Employer.
- (c) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

### **22.02 Bereavement Leave**

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian, fiancé(e)). Spouse shall include common-law and/or same sex relationship. For the first three (3) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended two (2) additional calendar days as may be necessitated by reason of travel to the funeral.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services. When the death is of a niece, nephew, aunt, or uncle, additional days without pay shall be granted.

### **22.03 Maternity Leave**

- (a) An Employee who has been employed for at least 90 days shall, upon her written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective up to 13 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave no later than the date of delivery.

- (b) Maternity leave shall not exceed 53 weeks, unless mutually agreed otherwise, between the Employee and the Employer.
- (c) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work during which she will be treated as being on sick leave.
- (d) An Employee must give at least four (4) weeks written notice of the date on which she intends to resume work. The Employer shall reinstate her in the same position held by her immediately prior to taking leave, or if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.

**22.04 Parental Leave**

- (a) An Employee, who has been employed for at least 90 days shall, upon written request, be granted leave without pay and benefits for up to 62 weeks that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by her or him immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence parental leave with one (1) days notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.
- (d) If Employees are parents of the same child, the Employer is not required to grant parental leave to more than one (1) Employee at a time, up to a maximum of 53 weeks for maternity leave and 62 weeks for parental leave. Employees who intend to share parental leave must advise their respective immediate supervisor of their intention to do so.

**22.05 Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the

continuous service of the Employer for the first 24 months of such period of leave.

- (b) During an Employee's educational leave, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

**22.06 Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled Shift(s) missed. The Employee shall remit to the Employer any monies received for such appearance less the cost of meals.
- (b) Where an Employee is required by law to appear before a court of law for reasons other than those stated in Article 22.06(a) above, the Employee shall be granted a leave of absence without pay.

**22.07 Unpaid Leaves**

Employees shall be entitled to any additional leaves of absences in accordance with the Employment Standards Code.

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

23.01 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a written warning to the Employee, within 10 days, exclusive of Saturdays, Sundays and Named Holidays, of the date the Employer first became aware of the occurrence of the unsatisfactory conduct or performance. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The assignment of an improvement or correction period shall not restrict the Employer's right to take further action during said period, should the Employee's performance or conduct so warrant. A written warning that is grieved and determined to be unjust shall be removed from the Employee's record.

23.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within 10 days, exclusive of Saturdays, Sundays and Named Holidays, of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension, the notice shall specify the time period of the suspension.

- 23.03 The procedures stated in Article 23.01 and 23.02 do not prevent immediate suspension or dismissal for just cause.
- 23.04 All notices of discipline shall be in writing, with a copy to the Union forthwith. If a disciplinary meeting is to be held, the Employee shall receive reasonable advance notice which shall not be less than 24 hours, and shall have the right to be represented by a Representative of the Union.
- 23.05 An Employee who has been subject to disciplinary action may, after 18 months of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the 18 month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.06 An Employee absent without good and proper reason, for three (3) consecutive Shifts and without notifying the Employer, shall be considered to have terminated his or her services with the Employer.
- 23.07 28 calendar days' notice in writing, shall be given by an Employee who resigns.
- 23.08 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Local forthwith.
- 23.09 Except for the dismissal of a Probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.

#### **ARTICLE 24: GRIEVANCE PROCEDURE**

- 24.01 A Grievance shall be defined as a difference between the Employer and either the Employee or the Union as to the interpretation, application, operation or any contravention or alleged contravention of this Collective Agreement.
- 24.02 **Definition of Time Periods**
- (a) For the purpose of this Article, periods of time shall mean consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays named in this Collective Agreement.
  - (b) Should the Employer or the Union 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.

24.03 An Employee, at any time, may have the assistance of a Union Representative relating to a current filed grievance.

24.04 Except for Step 1, replies to grievances shall be in writing at all stages. The Employer shall supply the necessary meeting rooms for grievance meetings.

24.05 **Policy Grievance**

(a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed with a policy grievance provided the Union initiates the policy grievance within 10 days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

(b) A policy grievance may be submitted at Step II.

24.06 The Employer may bring a grievance to the Union with respect to alleged interpretation, application, operation or contravention of this Collective Agreement and in such event Step I consists of Unit Manager discussions with the Employee, Step II will consist of Employee and Union Representative discussions with the Director of Care, Step III the same Employee and Union Representative with the Administrator and Step IV Arbitration.

24.07 **Grievance Procedure**

Step I

(a) An Employee who believes that she or he has a grievance arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with her or his Unit Manager or designate within 10 days of the date she or he first became aware of, or reasonably should have become aware of the occurrence. A sincere attempt shall be made by both parties through discussion to resolve the issue at this level. A Unit Manager or designate shall advise the Employee of her or his decision within 10 days of the date the matter was first discussed.

(b) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step II 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.

(c) In the event an Employee alleges that she or he has been dismissed or suspended without just cause, she or he may commence her or his grievance at Step II, within 10 days of the occurrence.

Step II

If the grievance is not resolved under Step I above, the Union shall, within seven (7) days of the receipt of the decision of the Unit Manager or designate, submit the grievance in writing to the Director of Care or designate, who shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within seven (7) days of the submission of the grievance at Step II.

Step III

If the grievance is not resolved under Step II above, the Union shall, within seven (7) days of the receipt of the decision of the Director of Care or designate, submit the grievance in writing to the Site Leader or designate, who shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within seven (7) days of the submission of the grievance at Step III.

Step IV

If the decision of the Employer is not acceptable to the Union, it may submit the grievance to Arbitration as per Article 25, provided it does so within seven (7) days of receipt of the decision of the Employer at Step III. The Employer may submit the grievance to Arbitration within seven (7) days of the date of its reply at Step III.

**ARTICLE 25: ARBITRATION**

- 25.01 (a) Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing of its intention to do so as per the time limits in 24.07 and;
- (i) name its appointee to the Arbitration Board; or
  - (ii) state its desire to meet to consider the appointment of a single arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in Article 25.01 above, the party receiving such notice shall:
- (i) inform the other party of the name of its appointee to an Arbitration Board; or
  - (ii) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.
- (c) Where the appointees to an Arbitration Board have been named by the parties, they shall, within seven (7) days of their appointment, endeavour to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to

agree on the choice of a Chairman they shall immediately request the Labour Relations Board to appoint a Chairman.

- (d) After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within four (4) weeks of appointment and hear such evidence as the parties may desire to present, ensure a full, fair hearing, and shall render the decision, in writing, to the parties within 14 days after the completion of the hearing.
- (e) The decision of a majority of the Arbitration Board or if there is no majority the decision of the Chairman, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties and on any Employee affected by it. The decision of the Board is subject at any time to judicial review in accordance with the Labour Relations Code provisions.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, if a single arbitrator or an Arbitration Board, by its award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the single arbitrator or the Arbitration Board may substitute such other penalty for the discharge or discipline considered just and reasonable in all the circumstances.
- (g) The parties agree to split the costs of the arbitrator.
- (h) Any of the time limits herein contained in these Arbitration proceedings, may be extended if mutually agreed to in writing by the parties.

#### 25.02 **Mediation**

- (a) At any time subsequent to the receipt of notice by one (1) party to take a grievance to Arbitration, and up to the time of the Arbitration hearing, the parties may, if mutually agreeable, use a mediator, agreed to by both parties to the grievance, to assist them at reaching a resolution to the dispute.
- (b) The costs of the mediator shall be split equally between the Union and the Employer.

#### **ARTICLE 26: SALARIES**

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

26.02 A newly hired Graduate Nurse or a Graduate Psychiatric Nurse shall be paid at their applicable rate as per Salary Appendix, until such time as they qualify for their registration/license. Upon obtaining registration/license, the nurse shall be paid at the rate applicable to a Registered Nurse or a Registered Psychiatric Nurse effective the date she or he obtained registration/license. Proof shall be provided to the Employer by the Employee.

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

27.01 When an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

- (a) Experience prior to a five (5) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top step in the salary scale.
- (c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past 12 months the Employer will recognize experience that is more than five (5) years old.

27.02 Additional time worked, measured in hourly units and not credited for purposes of initial placement on the salary scale, shall be applied towards calculation of the next increment.

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

##### **28.01 Shift Differential**

- (a) A Shift differential of \$2.75 per hour will be paid to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours.
- (b) A Shift differential of \$5.00 per hour will be paid to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours.

##### **28.02 Weekend Premium**

A weekend premium of \$3.25 per hour shall be paid to Employees working a Shift commencing at 2300 hours on a Friday, and any Shift thereafter until 0715 Monday.

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

**ARTICLE 29: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

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

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

30.01 **Part-time Employees**

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

(a) Hours of Work

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than seven point seven five (7.75) hours per day and in any event, shall be less than 77.5 hours in a 14 calendar day period.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.

(b) Increment Accrual

- (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) Named Holidays

Amend Article 18 to read:

- 18.01 Part-time Employees shall receive, in addition to their Basic Rate of Pay, a sum equivalent to the salary portion

of the value of Clause 18.01, pro-rated to actual hours worked.

18.02 A Part-time Employee required to work on a Named Holiday shall be paid at one and a half times (1 ½ X) the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours. Two times (2X) the Employee's Basic Rate of Pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

(d) Sick Leave

Amend Article 19.02 to read:

19.02 (a) A Part-time Employee shall accumulate sick leave benefits on the basis of one and one-quarter (1 1/4) days per month, pro-rated on the basis of the regularly scheduled hours of the Part-time Employee in relation to the regularly scheduled hours for a Full-time Employee. Such Employee shall not be entitled to apply sick leave credits prior to the completion of the probationary period with the Employer.

30.02 **Temporary Employees**

- (a) A Temporary Employee shall be covered by the terms of this Collective Agreement, except that a Temporary Employee shall have no rights under Article 15: Layoff and Recall, nor be eligible for prepaid health benefits under Clause 21.
- (b) Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 14.06 shall also specify the expected term of the temporary position.

30.03 **Casual Employees**

Except as modified in this Article, all provisions of this Collective Agreement shall apply to Casual Employees except that Articles 7.01(a), 7.02, 7.03, 7.04, 9, 12, 15, 17, 18, 19, 21 and 22 shall have no application to Casual Employees.

(a) Hours of Work

- (i) No Casual Employee shall be scheduled except with the Employee's consent. Except where a Casual Employee is scheduled for a specific

job or relieves for absences, the duration of which is three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.

- (ii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.03(c)(i) the scheduling provisions of Article 7 shall apply.

(b) Increment Accrual

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) Vacation

Amend Article 17 to read:

17.00 (a) Casual Employees shall be paid, in addition to their Basic Rate of Pay, a sum equal to:

- (i) for 1-3 years of service, six percent (6%) of gross earnings;
- (ii) for 4-12 years of service, eight percent (8%) of gross earnings;
- (iii) for 13-19 years of service, 10% of gross earnings;
- (iv) for 20 or more years of service, 12% of gross earnings.

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

(d) Named Holidays

Amend Article 18 to read:

18.01 Casual Employees shall receive, in addition to their Basic Rate of Pay, a sum equivalent to the salary portion of the value of Clause 18.01, prorated to actual hours worked.

18.02 A Casual Employee required to work on Named Holidays shall be paid at one and a half times (1½ X) the Employee's Basic Rate of Pay for work performed up to seven point seven five (7.75) hours. Two times (2 X) the Employee's Basic Rate of Pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

**ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT**

31.01 Copies of this Collective Agreement shall be made available to each Employee as soon as possible after ratification and signing.

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

31.03 Recognizing the availability of the Collective Agreement via the UNA app, and otherwise online, the Employer shall provide public accessible WiFi as available.

### **ARTICLE 32: NO STRIKE OR LOCKOUT**

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

### **ARTICLE 33: JOB DESCRIPTION**

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

### **ARTICLE 34: JOINT COMMITTEE**

- 34.01 (a) The parties agree to establish a Joint Committee. The purpose of the Joint Committee is:
- i) Labour Management – to promote and to provide for effective and meaningful communication of information and ideas and to make recommendations on matters of mutual concern.
  - ii) Professional Responsibility – to examine and make recommendations regarding the concerns of Employees or the Employer relative to patient/resident/client care issues. Discussions shall include continued compliance with Employee’s Professional body requirements.
  - iii) Occupational Health and Safety – to review, discuss and make recommendations regarding health and safety. By mutual agreement of the Local and Employer, Occupational Health and Safety may become part of a multi-party Occupational Health and Safety Committee. Agreement may be rescinded by either party by written notice.
- (b) The Committee shall be composed of two (2) Representatives of the Union Local and two (2) Representatives of the Employer. A Chair shall be selected from amongst the Committee.
- (c) The Committee shall meet at mutually satisfactory times and as required by legislation and regulations. Committee meetings shall occur at least once every three (3) months. In addition, the Committee shall meet within 10 working days

of the receipt of a written request advanced by either party. An agenda outlining the items to be discussed shall be circulated prior to the meeting.

(d) It is understood that there shall be no discussion of grievances at these meetings.

34.02 Each party may have alternates to replace a member.

34.03 Minutes of each meeting shall be taken and shall be approved by the members prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.

34.04 Should either party find that an item discussed by the Committee has not been satisfactorily resolved within two (2) months of the initial discussion, the party may request and shall have the right to present its concerns to the Site Administrator of Benevolence Care Centre. The Administrator, or designate, shall reply in writing within 30 days of the presentation.

34.05 (a) Where an issue is specific to one (1) unit or program, the Employee or Local shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.

(b) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavor to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issue(s).

(c) During problem solving discussions, Committee members will collaborate on:

(i) defining the issue(s);

(ii) identifying root cause(s) of the issue(s);

(iii) gathering and reviewing relevant information;

(iv) generating potential options for resolution of the issue(s);

(v) resolving the issue(s), where possible.

(d) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.

(e) The Joint Committee may engage the support of additional subject matter experts to assist with the above discussions.

(f) The Joint Committee shall discuss unresolved issues with the applicable senior leader before the matter is referred to the Vice-President Quality Assurance/Chief Nursing Officer as provided for in (h) below.

- (g) The Joint Committee has the option of participating in voluntary mediation of the dispute with the assistance of Representatives from within the Union and the Employer. Discussions at this stage are conducted on a without prejudice basis.
- (h) Should an issue not be resolved by the Joint Committee, the issue shall be referred to the Vice-President Quality Assurance/Chief Nursing Officer. A resolution meeting between the Local and the Vice-President Quality Assurance/Chief Nursing Officer, or designate(s), shall take place within 28 calendar days of the issue being referred to the Vice-President. The Vice-President or designate(s) shall reply in writing to the Local within 14 calendar days of the resolution meeting.
- (i) Where the parties succeed in reaching a resolution of the issue(s), the agreement shall be confirmed in writing by the parties. If either party fails to implement or adhere to said resolution, the failure to adhere or implement shall be subject to the provisions of Article 32: Dispute Resolution Process.

34.06 An Employee attending Committee meetings shall be paid the Basic Rate of Pay for such attendance.

#### **ARTICLE 35: OCCUPATIONAL HEALTH & SAFETY**

- 35.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards.
- 35.02 The Employer shall not unreasonably deny Joint Committee members access to the workplace to conduct safety inspections.
- 35.03
- (a) No Employees shall be assigned to work alone in a facility.
  - (b) The Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Joint Committee.
- 35.04 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.
- 35.05
- (a) The Employer shall have in place a Workplace Violence Policy which shall be reviewed annually by the Committee, and any revisions recommended will be forwarded to the Vice-President.
  - (b) Signs shall be posted in public areas to give notification that staff abuse will not be tolerated.

35.06 The Employer shall:

- (a) Conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments 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 Committee pertaining to all hazard assessments.

### **ARTICLE 36: IN-SERVICE PROGRAMS**

36.01 For the purpose of this Article, the term “in-service” includes; orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.

36.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for the Employees and those required to attend such sessions shall be paid at the applicable rate of pay for such attendance.

36.03 Employees granted permission to attend non-compulsory in-service programs at work will suffer no loss of regular earnings for attending such programs.

36.04 The Employer shall make available in each Facility no fewer than two (2) current nursing journals.

### **ARTICLE 37: COMMITTEE PARTICIPATION**

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

### **ARTICLE 38: PROFESSIONAL DEVELOPMENT**

38.01 Upon request, each Employee shall be granted two (2) professional development days annually for professional development, at the Basic Rate of Pay.

An Employee shall be advised, prior to taking any professional development days, of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer. Professional development time not used in each fiscal year shall not

be carried forward into subsequent years. An Employee will, as early as possible, apply in writing to the Employer for paid professional development opportunities.

**BENEVOLENCE CARE CENTRE LTD  
(EMPLOYER )**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL 234  
(UNION )**

**RE: SHIFT SCHEDULES**

Regular hours of work, in accordance with Article 7 of this Collective Agreement, are based on seven point seven five (7.75) daily and 77.5 bi-weekly.

The parties recognize that alternate Hours of Work may be mutually desirable.

The Committee will:

- Review this issue
- Determine the wishes of those affected
- Prepare alternate schedules

Unless the Joint Committee unanimously agrees to proceed further, the Collective Agreement shall remain unchanged; all affected will be notified; and no further action shall be taken in respect of this Letter of Understanding.

If the Joint Committee unanimously agrees that alternate Hours of Work are deemed potentially mutually desirable, revisions to Article 7 and all associated required revisions of the Collective Agreement shall be prepared by the parties. Once all proposed revisions are agreed by both parties, the Employees shall vote by secret ballot to accept all revisions or remain with the existing provisions of the Collective Agreement.

Should 80% of Employees endorse the alternate Hours of Work, the parties shall amend the Collective Agreement accordingly. The parties will determine the effective date through mutual agreement.

In the event that less than 80% of Employee's approve, the provisions of this Collective Agreement shall remain in full force and effect for the life of this Collective Agreement and this Letter of Understanding shall have no further application.

**BENEVOLENCE CARE CENTRE LTD  
(EMPLOYER)**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL 234  
(UNION)**

**RE: RETENTION RECOGNITION**

1. In addition to the rates of pay specified in the Salary Appendix, Employees with 20 or more calendar years of nursing service shall receive a two percent (2%) Special Long Service Pay Adjustment. This adjustment shall form part of the Employee's Basic Rate of Pay.
2. 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 licensed body.
3. Within 90 days of:
  - (a) ratification of the Collective Agreement, or
  - (b) date of employment, or
  - (c) achieving 20 calendar years of nursing service, an Employee eligible for a Special Long Service Pay Adjustment shall provide the Employer with reasonable proof of the Employee's calendar years of nursing service. An Employee who requires further time to obtain reasonable proof shall, within the 90 days above, provide the Employer with written notice of her or his efforts, in which case, the Employer shall provide a reasonable extension of time for providing such proof.

**SALARIES**

			Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
Occupation	Postion Code		0- 2022.75	2022.75- 4045.50	4045.50- 6068.25	6068.25- 8091	8091.00- 10113.75	10113.75- 12136.50	12136.50- 14159.25	14159.25- 16182.00	16182.00 - 18204.75
Registered Nurse	RN										
			\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.96	\$45.37	\$46.71	\$48.37

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

\_\_\_\_\_  
On Behalf of Benevolence Care Centre

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On Behalf of United Nurses of Alberta

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