COLLECTIVE AGREEMENT

BETWEEN

TOUCHMARK AT WEDGEWOOD

- AND -

THE UNITED NURSES OF ALBERTA
LOCAL #118

FOR THE PERIOD

APRIL 1, 2017 – MARCH 31, 2020

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COLLECTIVE AGREEMENT MADE THIS 23RD DAY OF MARCH 2021.

BETWEEN

TOUCHMARK AT WEDGEWOOD

AND

UNITED NURSES OF ALBERTA
Local #118

PREAMBLE

WHEREAS the parties acknowledge that the primary purpose of the Employer and Employees is to work together 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 endeavour to find resolution to issues of mutual concern in a manner which is fair and reasonable and consistent with the terms of this Collective Agreement;

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from April 1, 2017 up to and including March 31, 2020, 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 concluded or until a strike or lockout commences.

ARTICLE 2: DEFINITIONS

2.01 "Arbitration" shall take meaning from the section of the *Labour Relations Code R.S.A. 2000, C. L-1 and Regulations* dealing with the resolution of a difference.

2.02 "Basic Rate of Pay" is the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.

2.03 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each Employee shall be assigned by the Employer to one of the following categories: regular, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.

(a) "Regular Employee" is one who is hired to work on a full-time or part-time basis on regularly scheduled Shifts of a continuing nature;

(i) "Full-time Employee" is one who is hired to work the full specified hours in Article 7: Hours of Work and Scheduling Provisions;

(ii) "Part-time Employee" is one who is hired to work for scheduled Shifts, whose hours of work are less than those specified in Article 7: Hours of Work and Scheduling Provisions.

(b) "Casual Employee" is one who:

(i) is hired to work on a call basis and who is not scheduled except in accordance with Article 28.03(a)(iii); or

(ii) is regularly scheduled for a period of three months or less for a specific job; or

(iii) relieves for absences recognized by this Collective Agreement the duration of which are three months or less.

(c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:

(i) for a specific job of more than three months but less than 12 months; or

(ii) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three months; or

(iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three months.

2.04 "Employer" shall mean and include such persons as may, from time to time, be appointed or designated to carry out administrative duties in respect of operations and management of Touchmark at Wedgewood.

2.05 (a) "Certified Graduate Nurse" means a person whose name is on the Certified Graduate Nurses Register and who holds an annual or temporary permit pursuant to the *Health Professions Act*, R.S.A. 2000, c. H-7 and Regulations.

(b) "Graduate Nurse – Temporary Permit Holder" means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the *Health Professions Act and Regulations*.

(c) "Graduate Psychiatric Nurse" means a person whose name is on the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act and Regulations*.

(d) "Undergraduate Nurse" means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse - Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.

2.06 "Registered Nurse" means a person who has been issued a certificate of registration as a Registered Nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.

2.07 "Registered Psychiatric Nurse" means a person who has been issued a certificate of registration as a Registered Psychiatric Nurse pursuant to the *Health Professions Act and Regulations*, and who holds an annual certificate.

2.08 "Shift" means a daily tour of duty of not less than three consecutive hours, exclusive of overtime hours.

2.09 "Union" shall mean the United Nurses of Alberta Local which is party to this Agreement.

2.10 The singular shall mean the plural and vice versa as applicable.

2.11 "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.

2.12 "Cycle of the Shift Schedule" means the period of time when the Shift schedule repeats itself and the cycle shall not exceed 12 weeks.

2.13 (a) "Union" means the United Nurses of Alberta.

(b) "Local" shall mean the Local #118 branch of the Union.

2.14 "FTE" means full-time equivalent.

ARTICLE 3: RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit of Employees described in the applicable Alberta Labour Relations Code Certificates as "All Employees when employed in Direct Nursing Care or Nursing Instruction." The Employer agrees to recognize the duly elected or appointed representatives of the Union.

3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.

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

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

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

ARTICLE 4: MANAGEMENT RIGHTS

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

(a) maintain order, discipline and efficiency;

(b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;

(c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;

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

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

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

5.01 (a) The Employer shall deduct the membership dues and Local levies as set by the Union and Local from each Employee's Gross Earnings, exclusive of disability benefits, on a semi-monthly basis. Those dues shall be remitted to the Union's Provincial Office, or other authorized representative in a timely manner.

(b) The remittance in (a) must be accompanied by a report listing Employees, their Union dues deducted, their Gross Earnings and whether they are newly hired or have been terminated. The remittance in (a) must be accompanied by a report in accordance with a UNA dues report template format that has been agreed to by both parties.

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

5.03 Union dues shall be deducted on a semi-monthly basis (occurring on the 10th and 25th) as per the pay system of the Employer and submitted to the Union in accordance with Article 5.01(a).

5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the use of the Local, and for the sole purpose of posting information related to Local activities. The Employer reserves the right to require that posted material damaging to the Employer or to any Employee be removed.

5.05 (a) A representative of the Local shall have the right to make a presentation of up to 30 minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation. Such attendance by the Employee shall be at no loss of regular earnings.

(b) The Employer shall advise the Local President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Local President or designate the number of new Employees expected at the orientation.

5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union or Local business or for time in lieu of Union or Local business. Requests for leaves of absence shall be made in writing and the Employer's reply shall be given in writing.

(b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be unreasonably denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.

(c) Excluding those Employees on a full-time Union leave, time off granted in accordance with Article 5.06(a) and (b) shall be with pay. The Union agrees to reimburse the Employer for the total cost of the absence, plus a fifteen percent administration fee. The Employer shall invoice the Union and the Union shall reimburse the Employer within 30 days of receipt of the Employer's invoice.

ARTICLE 6: NO DISCRIMINATION

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

6.02 Article 6.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

7.01 **Regular Hours of Work**

(a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

(i) 7.75 consecutive hours per day; and

(ii) an average of 77.5 hours in a 14 calendar day period.

(b) Regular hours of work shall be deemed to:

(i) include, as scheduled by the Employer, two rest periods of 15 minutes during each full working Shift of 7.75 hours; or

(ii) include, as scheduled by the Employer, one rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or

(iii) include, as scheduled by the Employer, one rest period of 15 minutes during each half Shift of not less than four hours; and

(iv) 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 hours.

(c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during their 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) If an Employee is recalled to duty during their meal period the Employee shall be given a full meal period later in the Employee's Shift, or, where that is not possible, be paid for the meal period as follows:

(i) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at the rate of pay referred to in Article 8.02; or

(ii) for a meal period for which the Employee is not otherwise entitled to be paid, at the rate of pay referred to in Article 8.02.

(e) 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 rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one hour in the Shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 **Shift Schedules**

(a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various Shifts throughout the 24 hour period of the day and the seven days of the week.

(b) "Days of Rest" for a Full-time Employee shall mean all days where an Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions.

(c) The Employer, in scheduling Shifts, shall take into consideration an Employee's request for certain Shift schedules, subject to the requirements of Article 7.02(a).

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

(i) permanent days;

(ii) permanent evenings;

(iii) permanent nights;

(iv) evening and days;

(v) nights and evenings-request of the Employee only;

(vi) nights and days.

(e) 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 consecutive days per two week period, and a total of eight days each four week period shall be scheduled as designated days of rest. "Week" shall mean seven consecutive days commencing at 0000h on a day determined by the Employer. The first day of the week shall be noted on the schedule and may be changed by providing 12 weeks' notice;

(iii) days of rest on 1/2 of the weekends averaged over one complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty. Notwithstanding the above, when an Employee works a Shift commencing at 2300 Sunday on their weekend off duty, the hour worked on Sunday between 2300 and 2400 will not be considered a violation of the scheduling provisions of this Article; and

(iv) not more than seven consecutive scheduled days of work.

(f) Violation of any provision of Article 7.02(e) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

7.03 **Schedule Posting**

(a) Shift schedules shall be posted eight 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 Local.

(c) A copy of the Shift schedule shall be provided to the Union, upon request.

7.04 **Schedule Changes**

(a) If in the course of a posted schedule the Employer changes an Employee's scheduled days off, the Employee shall be paid at the rate of 2X the Employee's Basic Rate of Pay for all hours worked on what would otherwise have been the Employee's off-duty days, unless 14 days' notice of such change has been

given. The Employee shall be notified of the change in the schedule and such change shall be recorded on the Shift schedule.

(b) If, in the course of a posted schedule, the Employer changes an Employee's scheduled Shift, but not the Employee's scheduled days off, the Employee shall be paid at the rate of 2X the Employee's Basic Rate of Pay for all hours worked during the first Shift of the changed schedule, unless 14 days' notice of such change has been given. The Employee shall be notified of the change in the schedule and such change shall be recorded on the Shift schedule.

(c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled Shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for 14 days' notice of change and the resultant penalty pay as described in Article 7.04(a)(b) shall not apply. Employees or the Employer should make such requests as far in advance as possible in order to maximize the ability to accommodate the request. Any Shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.

7.05 **Employee Shift Exchange**

(a) Employees may exchange Shifts among themselves, provided that:

(i) the exchange is agreed to, in writing, between the affected Employees; and

(ii) prior approval of such exchange has been given by the Employees' immediate supervisor; and

(iii) where a request for approval is made in writing, the Employer's reply shall also be in writing; and

(iv) such exchange must not result in additional costs for the Employer when compared to the Employees' pre-exchange schedules.

(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.

(d) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

7.06 **Reporting Pay**

In the event that an Employee reports for work as scheduled and is requested by the Employer to leave:

(a) the Employee shall be compensated for the inconvenience by a payment equal to four hours pay at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments.

(b) and fewer than four hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.

7.07 The Employer shall not unreasonably refuse to implement a contractually compliant Shift schedule developed by the Employee(s) and the Local which provides appropriate professional coverage as determined by the Employer.

7.08 This Article does not prevent the Employer and the Union from meeting to discuss implementation of alternate Shift schedules.

ARTICLE 8: OVERTIME

8.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of 7.75 hours per day or on scheduled days of rest.

(b) The Employer shall designate an individual at the site who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.

(c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by March 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to March 31, and shall not be unreasonably denied.

(d) The Employer shall provide overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee as soon as practicable.

8.02 The overtime rate of 2X the applicable Basic Rate of Pay shall be paid for overtime worked.

8.03 No Employee shall be requested or permitted to work more than a total of 16 hours (inclusive of regular and overtime hours) in a 24 hour period beginning at the first hour the Employee reports to work.

8.04 (a) The Employer shall endeavour to minimize the use of mandatory overtime.

(b) The Employer may request an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requesting the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.

(c) An emergency is a circumstance that calls for immediate action.

(d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.

8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).

8.06 Following working a Shift, an Employee who then works in excess of four hours overtime shall be provided with access to a meal and snacks at no cost.

ARTICLE 9: PROBATIONARY PERIOD AND ORIENTATION

9.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. Prior to the completion of the probationary period, the Employer shall provide at least one evaluation to an Employee meeting expectations, and at least two evaluations to an Employee not meeting expectations.

(b) During each evaluation the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.

9.02 Subject to Article 9.01, 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.

9.03 The Employer shall provide a paid orientation period for all new Employees. General orientation will be provided in addition to 23.25 hours of resident care under guidance and supervision. A request by an Employee for additional orientation shall not be unreasonably denied.

9.04 An Employee, absent for six months or more, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

ARTICLE 10: SENIORITY

10.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.

(b) Continuous service within the bargaining unit shall include:

(i) service as a bargaining unit Employee in direct nursing care or community health nursing, and

(ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause.

provided there was no break in the Employee's service for longer than six months.

10.02 Seniority shall be considered in determining:

(a) (i) selection of newly created Shift schedules of the same full-time equivalency, by Regular Employees, subject to Article 7: Hours of Work and Scheduling Provisions.

(ii) selection of vacant Shift schedules of the same full-time equivalency, by Regular Employees, subject to Article 7: Hours of Work and Scheduling Provisions.

(b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 12: Promotions, Transfers & Vacancies;

(c) layoff and recall subject to the provisions specified in Article 13: Layoff and Recall;

(d) approval of vacation times.

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

(a) when an Employee resigns;

(b) upon the expiry of 12 months following layoff during which time the Employee has not been recalled to work; or

(c) if, subject to the provisions of Article 13: Layoff and Recall, an Employee does not return to work on recall.

10.04 **Seniority Lists**

(a) The Employer shall provide to the Union on a monthly basis, an Employee listing in an electronic file in accordance with the UNA Report Template. There shall be one file per Bargaining Unit, and one row per Employee. Any changes to the Template Report must be mutually agreed.

(b) The Union shall be responsible for creating seniority lists and providing such lists to the Employer and Locals.

(c) *Correction of Seniority Lists*

The Union or Local may question or grieve any inaccuracy in the seniority information provided under Article 10.04(a).

(d) Where an Employee claims previous service under Article 10.01(b)(ii), the Local carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

(e) *Seniority Tie-Breaking*

(i) Where two (2) or more Employees have the same seniority date the Union will conduct a random ordering to produce individual ranking. An updated list shall be shared with the Employer at least every six (6) months.

(ii) Where a new Employee hired into the bargaining unit brings the same seniority date as other Employees already in the bargaining unit, they will be placed as the least senior of those Employees sharing the same seniority date.

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

10.06 An Employee who has accrued seniority with this Employer or another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain their previous seniority date provided that there has not been a break of six months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 10.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 12: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 25: Recognition of Previous Experience, vacation entitlement

subject to Article 15: Vacations with Pay, sick leave accrual subject to Article 17: Sick Leave or Severance.

ARTICLE 11: EVALUATIONS AND PERSONNEL FILE

11.01 (a) The Employer shall strive to provide each Employee a yearly evaluation. The absence of an evaluation shall mean the Employee meets expectations.

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

(c) An Employee who has not received an evaluation in the last twelve months may request one. Such request shall be granted in a timely manner.

11.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor in an excluded management position.

(b) Meetings for the purpose of the evaluation shall be scheduled by the Employer 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. At the Employee's request, the contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign their 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 days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.

11.03 (a) By appointment made at least two working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view their personnel file on request, on-site and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union or Local 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 their personnel file at the time the Employee views the file, pursuant to Article 11.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.

11.04 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 12: PROMOTIONS, TRANSFERS AND VACANCIES

12.01 (a) The Employer shall post notices of vacancies within the bargaining unit not less than seven calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five calendar days of the posting.

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

(c) Vacancies shall be filled through a single competition, whenever possible from within the bargaining unit.

(d) A notice of vacancy shall include a general description of the work and shall specify the number of hours per Shift, Shifts per Shift cycle, and current Shift pattern (for informational purposes only) which shall constitute the regular hours of work for the position. In addition, the notice shall also include the commencement date, which may be altered by mutual agreement between the Employee and the Employer. For Temporary positions, the notice of vacancy shall also indicate the expected term.

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

12.02 (a) A vacancy resulting from either:

(i) the creation of a specific job of limited term exceeding three months' duration; or

(ii) a leave of absence granted for a period known to be longer than three months;

shall be posted in accordance with Article 12.01.

(b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where either, at the completion of the term expressed in Article 12.02(a), or the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated to their former position, or, if such reinstatement is not possible, place the Employee in another suitable position. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.

(c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 12.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 28.03(a)(ii) shall no longer apply. A Casual Employee achieving a

temporary position pursuant to this provision shall maintain their status as a Casual Employee.

(d) During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:

(i) Such Employee shall be eligible to apply on postings of vacancies pursuant to Article 12.01(a).

(ii) For temporary positions such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 12.02(a), unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.

(e) Temporary positions may be extended by mutual agreement between the Employer and the Local. Such agreement shall not be unreasonably withheld.

12.03 Applications pursuant to Article 12.01(a) and Article 12.02 shall be made to the Employer in writing and shall specify the posting number.

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

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

12.05 The Union and all other applicants for the transfer, promotion and/or vacancy shall be informed in writing or by electronic copy of the name of the successful applicant within five working days of the appointment.

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

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

12.08 At time of hire or transfer, or change of hours in accordance with Article 12.11, or change of category in accordance with Article 28.02 or 28.03, all Employees shall receive a letter which shall include the following:

(a) category (Regular, Temporary or Casual);

(b) classification;

(c) number of hours per Shift and Shifts per Shift cycle;

(d) date of hire and transfer (if applicable); and

(e) increment level.

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

12.09 **Decreasing or Increasing Regular Hours of Work**

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

(a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:

(i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.

(B) Requests for a temporary reduction in regular hours of work shall indicate the period of time that the temporary reduction would apply. The maximum time for such temporary reduction is 12 months.

(C) The Employer shall have the right to accept or reject any request for alteration of the Employee's full-time equivalent (FTE) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within 14 days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.

(ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.

(iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant Article 12.09 equals or exceeds .4 FTE, they shall be posted as a vacancy.

(iv) If the number of hours vacated as a result of Article 12.09 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees, in order of seniority, or may be posted as a vacancy.

(v) A Regular Full-time or Regular Part-time Employee cannot decrease their FTE to less than a .4 FTE pursuant to Article 12.09, unless otherwise agreed between the Employer and the Union.

(vi) Where the number of Employees making such requests in the 14 day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend their request.

(b) Increasing regular hours of work for Regular Part-time Employees:

(i) (A) If regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available such hours may be offered to Regular Part-time Employees, or may be posted in accordance with this Article for members of the bargaining unit only.

(B) Such hours are to be offered to Regular Part-time Employees, in order of seniority. Subject to Article 12.09(b)(iii), (iv) and (vi) below, Employees may select all or a portion of the additional hours being offered.

(ii) If the number of hours available equals or exceeds .4 FTE, these shall be posted in accordance with this Article.

(iii) If there are no qualified applicants for a vacancy that has been posted in accordance with this Article, such hours may be offered to Regular Part-time Employees in accordance with Article 12.09(b)(i)(B) above.

(iv) A request to increase regular hours of work shall indicate the requested number of Shifts per Shift cycle.

(v) Any unassigned hours following the completion of Article 12.09(b) above will not remain subject to the provisions of Article 12.09.

(vi) A Regular Part-time Employee may add to their regular hours of work, only those hours from the vacant position(s) that can be accommodated in their schedule without violating the scheduling provisions of the Collective Agreement.

(vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 12.09.

(viii) No Regular Part-time Employee shall be permitted to increase their regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.

(c) No Employee may decrease or increase their regular hours of work pursuant to Article 12.09 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.

(d) Any redistribution of hours as a result of the operation of Article 12.09 shall not be considered a violation of the Letter of Understanding Re: Severance.

(e) Where any request pursuant to Article 12.09 has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement or, if applicable, the temporary period that the amended hours of work shall apply.

(f) Copies of all requests and responses to requests pursuant to Article 12.09 shall be provided to the Local forthwith.

(g) An Employee whose regular hours of work are altered through the operation of Article 12.09 shall not be required to serve a trial period.

(h) Agreement to alter an Employee's regular hours of work in accordance with Article 12.09 shall not be considered a violation of Article 12: Promotions, Transfers & Vacancies; Article 13: Layoff and Recall; or Article 28: Part-time, Temporary and Casual Employees.

(i) This provision is not intended to circumvent the posting and recall provisions of Article 12: Promotions, Transfers & Vacancies and Article 13: Layoff and Recall in circumstances where a position of greater than .4 FTE has become vacant. In such a case, the Employer shall first attempt to fill the vacancy in accordance with Article 12: Promotions, Transfers & Vacancies and Article 13: Layoff and Recall of the Collective Agreement. Only after the position has been posted and there have been no qualified candidates may the provisions of Article 12.09(b)(iii) apply.

12.10 In instances where a Regular Employee accepts a regular or temporary position which is outside the scope of this bargaining unit the resultant vacancy shall be posted as a temporary position, not to exceed seven (7) months. During this period, the former Employee may be reinstated into their former position. The Local shall be notified whenever this clause is applied.

12.11 A request to transfer to Casual Status shall not be unreasonably denied.

ARTICLE 13: LAYOFF AND RECALL

13.01 (a) For the purposes of Article 13: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.

(b) The Employer and the Union shall meet prior to a planned reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations and how the reduction or position elimination will take place, review the current seniority list, and the manner in which information will be provided to affected Employees, and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

13.02 **Notice**

(a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier to the last known home address who are laid off at least 21 calendar days prior to the layoff, and shall forward to the Union and Local a copy of the notice of layoff forthwith, except that the 21 calendar days' notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

(b) Where the layoff results from an Act of God, fire or flood, 21 calendar days notice is not required but up to three (3) weeks pay in lieu thereof shall be paid to affected Employees.

13.03 (a) Subject to the provisions of Article 13.03(b) and 13.04(a)(iii), layoff shall occur in reverse order of seniority.

(b) Notwithstanding the provisions of Article 13.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 13.03(a) would result in retaining Employees who do not have the ability to perform the work.

13.04 **Displacement**

(a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 24 months of seniority:

(i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work;

(ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or

(iii) at the Employee's option, accept layoff with the right of recall.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within ten consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 16: Named Holidays, of the Employee making such selection.

(b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 13.04(a) 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 their decision, including the name of the Employee they wish to displace or the vacant position they wish to take. Where there is more than one Employee with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:

(i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or

(ii) in the absence of such a vacancy effect a layoff in accordance with Article 13.03 by serving notice pursuant to Article 13.02.

(c) Where an Employee with less than 24 months of seniority has their position eliminated or is displaced in accordance with this Article, the Employer shall:

(i) assign the Employee to any available position which is vacant and for which the Employee has the ability to perform the work; or

(ii) in the absence of such a vacancy effect a layoff in accordance with Article 13.03 by serving notice pursuant to Article 13.02.

(d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which the Employee is employed exceeds that of the Employee.

(e) An Employee shall not be entitled to displace an Employee in a higher rated classification.

13.05 **Recalls**

(a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than 14 calendar days duration.

(b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.

(c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five days following the date of the telephone call or the date the letter was registered or the date it was sent by courier.

(d) Employees shall have the right to refuse recall to a position of greater full-time equivalency than the Employee's previous position without adversely affecting their recall rights, provided that there is another Employee on the recall list who accepts the recall to the vacancy.

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

13.07 **Benefits**

(a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 19.01 on behalf of a laid off Employee for the balance of the month to a maximum 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 19.01.

13.08 **Application of Collective Agreement**

(a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 12: Promotions, Transfers & Vacancies.

(b) Where an Employee works while on layoff in accordance with Article 13.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.

(c) Should an Employee be affected pursuant to Article 13.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 13.02 after the Employee has advised the Employer of their 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.

13.09 (a) Prior to recalling laid off Employees pursuant to Article 13.05, the Employer shall post notices of vacancies for regular full-time and regular part-time positions within the bargaining unit not less than seven calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five calendar days of posting. Employment competitions posted pursuant to Article 13.09(a) shall be limited to Regular Employees.

(b) When circumstances require the Employer to fill a vacancy before the expiration of seven calendar days, the Employer will attempt to temporarily fill the vacancy in accordance with Article 13.05. If unable to temporarily fill the vacancy in accordance with Article 13.05, the Employer may temporarily fill the vacancy in accordance with Article 12.01(b).

(c) A notice of vacancy shall indicate the position is posted pursuant to Article 13.09.

(d) Applications pursuant to Article 13.09(a) shall be made to the Employer in writing.

(e) In making promotions and transfers pursuant to Article 13.09(a), such positions shall be awarded to the most senior applicant who has the ability to do the work. In no case will a position be awarded to an Employee with less seniority than a laid off Employee who also has the ability to perform the work. This process does not constitute precedent for the interpretation and application of the Collective Agreement as it applies to Article 12: Promotions, Transfers and Vacancies.

(f) Where there are:

(i) vacancies resulting from appointments under 13.09(a), and

(ii) when there are no suitable applicants for vacancies posted under Article 13.09(a), recalls shall be carried out in accordance with Article 13.05.

(g) The names of the Employees appointed pursuant to Article 13.09(e) shall be posted for not less than seven calendar days. All other applicants and the Union shall be informed in writing of the names of the successful applicants within five working days of the appointments.

13.10 The Employer will work with Employees who have received layoff notice to make reasonable effort to allow schedule changes to accommodate interviews.

ARTICLE 14: CHARGE AND PRECEPTOR PAY

14.01 **Charge Pay**

(a) The Employer shall designate a Registered Nurse or Registered Psychiatric Nurse to be in charge. Where such person is absent for a consecutive time period of two hours or more, an alternate Registered Nurse or Registered Psychiatric Nurse will be designated in charge.

(b) When an Employee who holds the position of a Staff Nurse is designated in charge, such Employee shall be paid an additional $2.00 per hour.

(c) The Employer shall prepare a document specifying the roles and responsibilities of a Registered Nurse or Registered Psychiatric Nurse designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be available to each Employee upon request.

14.02 **Preceptor Pay**

(a) The Employer shall establish a roster on which Employees may indicate their interest in performing preceptor duties. In assigning preceptor duties, the Employer shall first consider the Employees on the roster.

(b) A Registered Nurse or Registered Psychiatric Nurse assigned by the Employer as a preceptor shall receive an additional 65¢ per hour.

(c) "Preceptor" shall mean a Registered Nurse or Registered Psychiatric Nurse who is assigned to supervise, educate or evaluate students.

ARTICLE 15: VACATIONS WITH PAY

15.01 **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 1st day of April in each calendar year and concluding on the last day of March of the following calendar year;

(c) "date of employment" means:

(i) in the case of an Employee whose employment commenced between the 1st and 15th days inclusive of any month, the 1st day of that calendar month; or

(ii) in the case of an Employee whose employment commenced between the 16th and last days inclusive of any month, the 1st day of the following calendar month.

15.02 **Vacation Entitlement**

(a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:

(i) during each of the 1st year to 3rd years of such employment, an Employee earns a vacation of 15 working days;

(ii) during each of the 4th to 12th years of employment, an Employee earns a vacation of 20 working days;

(iii) during each of the 13th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;

(iv) during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.

15.03 **Time of Vacation**

(a) (i) The Employer shall post the vacation schedule planner by February 1st of each year. At this time, the Employer shall provide guidance as to the reasonable number of Employees who can be granted vacation at the same time. Where an Employee submits their vacation preference by March 31st of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by May 1st 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 1, the request will not supersede those received prior to April 1, regardless of seniority. The Employer shall indicate approval or disapproval in writing by May 15 for requests received between April 1 and May 1.

The Employer shall indicate approval or disapproval in writing of vacation requests received after May 1 within 14 days of the request.

(b) All vacation earned during one vacation year shall be taken during the next following vacation year at a mutually agreeable time.

(c) Notwithstanding Article 15.03(b), an Employee may be allowed, upon written request and by mutual agreement to carry forward up to one week of their year's vacation entitlement to the next vacation year. Such request for carrying over of vacation shall be submitted not later than January 31st. Such week of earned vacation carried over may not be utilized during the months of July or August nor during the period December 15 to the next following January, unless mutually agreed between the Employer and the Employee.

(d) Notwithstanding Article 15.03(b), a Full-time or Part-time Employee shall have the right to utilize vacation credit during the vacation year in which they are earned provide 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 15.03(e)(ii), the Employer shall grant the annual vacation to which the Employee is entitled in one unbroken period, except during the period June 1 to August 31 inclusive, during which Employees may request a maximum of three weeks, unless mutually agreed between the Employer and the Employee.

(ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.

(iii) An Employee who chooses to take their vacation in broken periods shall be allowed to exercise their preference as to choice of vacation dates for only one vacation period which falls in whole or in part during the period June 1 to August 31 inclusive, except where such vacation periods are not requested by other Employees.

(f) No Employee shall have 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 vacation cancelled by the Employer shall be paid 2X (two) their 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.

(g) **Vacation Payout**

(i) For Employees with an annual vacation entitlement of four weeks: provided a minimum of three weeks vacation has been taken, the Employee may request, in writing, payout of vacation pay for the unused week.

(ii) For Employees with an annual vacation entitlement of five weeks: provided a minimum of four weeks vacation has been taken, the Employee may request, in writing, payout of vacation for the unused week.

(iii) Payouts pursuant to (i) and (ii) will occur on the pay period ending on March 31 at the end of the year in which the vacation should have been used.

15.04 **Vacation Pay on Termination**

(a) If an Employee is terminated or resigns and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the Employee's Basic Rate of Pay.

(b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code R.S.A. 2000 c. E-9* 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 16: NAMED HOLIDAYS

16.01 (a) Full-time Employees shall be eligible to receive a holiday benefit on or for the following Named Holidays:

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

and any day proclaimed to be a holiday by:

(i) The Government of the Province of Alberta; or

(ii) The Government of Canada.

Further, any one day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the site is located.

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

(a) work their scheduled Shift immediately prior to and immediately following the holiday except where the Employee is absent due to reasons acceptable to the Employer;

(b) work on the holiday when scheduled or required to do so.

16.03 (a) Except as specified in Article 16.03(b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at 1 1/2X the Employee's Basic Rate of Pay and shall receive payment for their regularly scheduled Shift at the Employee's Basic Rate of Pay.

(b) An Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay and shall receive payment for their regularly scheduled Shift at the Employee's Basic Rate of Pay.

(c) In addition, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:

(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

(ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

16.04 When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall be paid at the Basic Rate of Pay.

16.05 When a Named Holiday falls during an Employee's annual vacation, such holiday shall be paid at the Basic Rate of Pay and no deduction shall be taken from the vacation entitlement for that day.

16.06 (a) Unless otherwise requested by the Employee the Employer shall endeavour to schedule the Employee for either Christmas or New Year's Day.

(b) (i) Unless otherwise mutually agreed an Employee granted Christmas Day off in accordance with Article 16.06(a) shall be scheduled such that the Employee shall have two consecutive days where the Employee will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).

(ii) Unless otherwise mutually agreed an Employee granted New Year's Day off in accordance with Article 16.06(a) shall be scheduled such that the Employee shall have two consecutive days where the Employee shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

(c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

16.07 Payment of a Named Holiday pursuant to 16.04 and 16.05 shall not be considered hours worked for purposes of calculating overtime entitlement.

ARTICLE 17: SICK LEAVE

17.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act R.S.A. 2000, c. W-15 and Regulations.*

(b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.

17.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 1 1/2 working days for each full month of employment up to a maximum credit of 120 working days.

17.03 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.

17.04 Employees may be required to submit satisfactory proof to the Employer or its agent of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so. Where the Employee must pay a fee for such proof, the full fee shall be reimbursed by the Employer.

17.05 When an Employee has accrued the maximum sick leave credits of 120 working days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.

17.06 Sick leave shall be granted:

(a) if an Employee becomes ill during their vacation period, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;

(b) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes, the number of sick days paid within the scheduled vacation shall be considered as vacation days not taken and may be rescheduled to a later date.

(c) Notwithstanding Article 17.06(a), 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 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 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.

17.07 (a) An Employee who has been receiving Long-Term Disability (LTD) benefits and who is able to return to work and who is:

(i) capable of performing the duties of their former position, shall provide the Employer with two weeks written notice of readiness to return to work. The Employer shall then reinstate 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;

(ii) incapable of performing the duties of their former position, but is capable of performing the duties of the Employee's former classification, shall provide the Employer with 28 days written notice of the Employee's readiness to return to work and the Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, at not less than the same step in the pay scale and other benefits that accrued to the Employee prior to disability.

(iii) In reinstating an Employee under (ii), the Employer will consult with the Employee and the Union over possible suitable placements.

(b) An Employee who does not qualify for LTD benefits and who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay or benefits for the duration of the illness or up to 18 months, whichever is the lesser. Upon the Employee's readiness to return to work following such leave the Employee shall provide the Employer

with one months' notice of their 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 Layoff and Recall provisions of this Collective Agreement.

17.08 Upon request of an Employee but not more frequently than quarterly, the Employer shall advise an Employee of their accrued sick leave credits.

17.09 Sick leave credits shall not accumulate during periods of illness or injury.

17.10 When an Employee is required to travel for the purposes of medical referral and/or treatment, the Employee shall have the right to utilize accumulated sick leave credits for such absence, provided the Employee has been given prior authorization by the Employer. The Employee may be required to submit satisfactory proof of such appointment.

17.11 The reinstatement 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: Hours of Work and Scheduling Provisions and 12: Promotions, Transfers and Vacancies.

17.12 (a) Where a Regular or Temporary Employee has accumulated a sick leave bank and such Employee subsequently transfers to a casual position, the Employee's sick leave bank shall be frozen as at the time of transfer to the casual position. Pursuant to Article 28.03, the Casual Employee shall not have access to the frozen sick leave bank.

(b) Where a Casual Employee in Article 28.03 subsequently transfers to a regular or temporary position with the same Employer, such Employee shall have their frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 17: Sick Leave.

ARTICLE 18: WORKERS' COMPENSATION

18.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net salary provided 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 shall be charged against sick leave credits in the amount equal to the difference between the moneys received from the Workers' Compensation Board and the Employee's regular earnings for each day an Employee is off work. Employees shall only receive full net salary to the extent that sick leave credits are available from which to draw, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 17.07(b).

18.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

(a) capable of performing the duties of their former position, shall provide the Employer with two weeks written notice of readiness to return to work. The Employer shall then reinstate the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability;

(b) incapable of performing the duties of their former position, but is capable of performing the duties of their former classification, shall provide the Employer with 28 days' written notice of the Employee's readiness to return to work. The Employer shall then reinstate the Employee to an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability;

(c) incapable of performing the duties of their former classification, shall be entitled to benefits that the Employee is eligible for under Sick Leave or Long-Term Disability, in accordance with Articles 17: Sick Leave or 19: Prepaid Health Benefits.

(d) For the purpose of determining salary increments, an Employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.

18.03 The reinstatement 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: Hours of Work and Scheduling Provisions and 12: Promotions, Transfers and Vacancies.

18.04 In reinstating an Employee under Article 18.02(b), the Employer will consult with the Employee and the Union over possible suitable placements.

ARTICLE 19: PREPAID HEALTH BENEFITS

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

(a) Alberta Health Care Insurance Plan

(b) A benefits plan inclusive of;

(i) Vision care coverage providing for an eye exam every 24 months and up to $600 every two calendar years per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and

(ii) Prescription drug coverage as per the current plan.

(iii) Long-Term Disability as per the current plan;

(iv) Group Life Insurance as per the current plan;

(v) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to the next highest $1000) as per the current plan;

(vi) The Employer's current dental plan, which provides for:

(A) the reimbursement of 80% of eligible Basic Services and 50% of major Dental Services up to a maximum annual reimbursement of $3000 per insured person per benefit year; and

(B) 50% of eligible Orthodontic Services up to maximum reimbursement of $3000 per insured person per lifetime.

19.02 (a) Where the benefits specified in Article 19.01 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.

(b) The parties agree that there shall be no substantive change to any benefits provided by the plan, without agreement between the Employer and the Union, unless such changes are required by legislation.

19.03 The premium costs shall be shared 75% by the Employer and 25% by the Employee, except that:

(a) For Part-time or Temporary Employees whose regularly scheduled hours of work are at least 15.5 hours and less than 25 hours per week averaged over one Cycle of the Shift Schedule, the premium costs shall be shared 50% by the Employer and 50% by the Employee.

(b) A Temporary Employee who is hired to work for a position of more than six months, the premium cost shall be shared pursuant to Article 19.03.

19.04 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.

19.05 (a) The Employer shall provide one 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 19.01.

19.06 Such coverage shall be provided to Regular and Temporary Employees except for:

(a) a Part-time Employee whose regularly scheduled hours of work are fewer than 15.5 hours per week averaged over one complete Cycle of the Shift Schedule; and

(b) a Temporary Employee who is hired to work for a position of less than six months.

19.07 The Employer shall advise the Employees covered by benefits of all premium rate changes. This shall be provided in writing as soon as practicable after the Employer is notified of it.

19.08 Eligible Employees may decline extended health and or extended dental provided that they can provide proof of comparable coverage. Eligible Employees may also decline joining the Alberta Health Care Insurance Plan.

ARTICLE 20: LEAVES OF ABSENCE

20.01 **General Policies Governing Leaves of Absence**

(a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.

(b) Except as provided in Article 20.01(c), where an Employee is granted a leave of absence of more than a month's duration, and that Employee is covered by any or all of the plans specified in Article 19: Prepaid Health Benefits, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.

(c) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of one month, Employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds one month. The Employee's increment date shall also be adjusted by the same amount of time.

(d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence in excess of 30 days.

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

20.02 **General Leave**

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

absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.

20.03 **Bereavement Leave**

(a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé(e), niece, nephew, aunt, uncle). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. For the first three calendar days of such leave of absence, the Employee shall be paid at the Basic Rate of Pay for each regularly scheduled Shift that is missed. Bereavement leave may be extended by up to two 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 working day off without pay or the Employee may utilize their vacation entitlement pay to attend the funeral services.

20.04 **Maternity Leave**

(a) An Employee who has completed 90 days of employment shall, upon their written request providing at least two weeks advance notice where possible, be granted maternity leave to become effective 12 weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the Employee, provided that the Employee commences maternity leave no later than the date of delivery.

(b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits or LTD. Maternity leave shall not exceed 18 months unless mutually agreed otherwise between the Employee and the Employer.

(c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits or LTD; benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

(d) Vacation accrual and time counted towards achieving another increment for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits or LTD, shall be administered in accordance with the applicable provisions of the Collective Agreement.

(e) 75%:25% premium cost sharing will continue for 12 full weeks following the conclusion of the health-related period of maternity leave, provided that the Employee makes arrangements to prepay their share of the premium prior to the conclusion of the health-related period of maternity leave.

(f) An Employee on such leave shall provide the Employer with at least three weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position they held immediately prior to taking leave, at not less than the same step in the pay scale and other benefits that the Employee accrued up to the date they commenced leave.

(g) An Employee whose pregnancy ends other than as a result of a live birth within 16 weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 20.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end 16 weeks after the commencement of the leave.

20.05 **Adoption/Paternity Leave**

(a) An Employee who has completed 90 days of employment, upon written request, be granted leave without pay and benefits for up to 18 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least three weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by them immediately prior to taking leave 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 day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

(c) The Employee may commence paternity leave with one day's notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.

(d) 75%:25% premium cost sharing will continue for 12 full weeks of adoption/ parental leave provided that the Employee makes arrangements to prepay their share of the premium prior to commencement of the adoption/parental leave.

20.06 **Educational Leave**

(a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes related to the pursuit of a degree relevant to nursing shall be deemed to remain in the continuous service of the Employer for the first 24 months of such period of leave.

(b) An Employee registered at a university or college pursuing a degree relevant to nursing on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted up to five (5) days leave per year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of such program requirements.

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

20.07 **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:

(i) suffer no loss of regular earnings for the scheduled Shift(s) so missed;

(ii) be paid an amount equal to the Employee's average daily earnings at the Basic Rate of Pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.

(b) In the event an Employee is scheduled to work on the evening or night Shift(s) on the day(s) or the night Shift commencing on the day(s) on which the Employee is called as a juror or witness in matters arising out of the Employee's employment with the Employer, the Employee shall be granted a leave of absence.

(c) Where an Employee is required by law to appear before a court of law or for reasons other than those stated in (a) above, the Employee shall be granted a leave of absence without pay.

20.08 **Special Leave**

(a) Each Employee shall be entitled to four days of special leave days per calendar year as either family leave or pressing necessity leave.

(i) *Family Leave*

Family leave is intended to provide Employees with a way of attending to the health needs of members of their immediate family as defined in Article 20.03. It is for use when the Employee's attendance is necessary and they are unable, through other means, to change the time when they

need to be in attendance. The Employee must first arrange in advance for time off work when needed through a Shift trade. If that is not possible the Employee may choose to either use vacation or sick leave credits. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need. The Employer will not unreasonably deny other forms of leave when it is asked for to allow the Employee to attend to the health needs of members of their immediate family.

(ii) *Pressing Necessity Leave*

A pressing necessity is a sudden or unusual circumstance that could not, by the exercise of reasonable judgment, have been foreseen by the Employee and which requires the Employee's immediate attention or makes the Employee's attendance at work impossible. The Employee may use vacation entitlement or take a leave without pay.

(b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave in accordance with Article 20.08(a) when circumstances make it reasonable to do so.

20.09 **Caregiver Leaves**

(a) Compassionate/Terminal Care Leave

(i) An Employee who has completed at least 90 days of employment shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of 27 weeks to care for a qualified relative with a serious medical condition with a significant risk of death within 26 weeks from the commencement of the leave.

(ii) "Qualified relative" for compassionate/terminal care leave means a person in a relationship to the Employee as defined in the Alberta *Employment Standards Code* and regulations.

(iii) At the request of the Employee, compassionate/terminal care leave may be taken in one (1) week increments.

(iv) Notwithstanding Article 20.01(a), an Employee shall apply for compassionate/terminal care leave at least two (2) weeks (or as soon as reasonably possible) in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.

(b) **Critical Illness Leave**

(i) An Employee who has completed at least 90 days of employment, and is a family member of a critically ill child or a critically ill qualified

adult relative, is entitled to a leave of absence without pay but with benefits at the normal cost sharing:

- for a period of up to 36 weeks to care for their critically ill child;
- for a period of up to 16 weeks to care for a critically ill qualified adult relative.

(ii) "Critically ill child" means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age for whom the Employee would be eligible for parents of critically ill child leave under the Alberta *Employment Standards Code* and regulations.

(iii) "Critically ill qualified adult relative" means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the Alberta *Employment Standards Code* and regulations.

(iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.

(v) Notwithstanding Article 20.01(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave (or as soon as reasonably possible) and shall advise the Employer if they want to take the leave in weekly increments.

(vi) An Employee on leave of absence under Article 20.04 or 20.05 may request extension of such leave of absence, if the newborn is hospitalized and the Employee qualifies for critical illness of a child leave. Such extension shall equal the duration in which the Employee is on critical illness of a child leave.

(c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

20.10 **Military Leave**

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

20.11 **Leave for Public Affairs**

(a) The Employer recognizes the right of a Regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a Regular Employee may be a candidate in federal, provincial or municipal elections.

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

20.12 **Death or Disappearance of a Child Leave**

(a) An Employee who has completed at least 90 days of employment who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 52 weeks.

(b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay or benefits for a period of up to 104 weeks.

(c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.

(d) The period during which the Employee may take death or disappearance of a child leave:

(i) begins on the day on which the death or disappearance occurs, and

(ii) ends on the earliest of:

- the length of the leave specified in article 20.12(a) or (b), or
- in the case of a child who disappears and is subsequently found alive, 14 days after the day on which the child is found, but no later than the end of the 52 week period, or
- on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.

(iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is reasonable in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.

(iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is reasonable in the circumstances.

20.13 **Domestic Violence Leave**

(a) An Employee who has completed 90 days of employment and who has been subjected to domestic violence may require time off from work to address the

situation and shall be entitled to leave of absence without pay for a period of up to 10 days in a calendar year.

(b) An Employee may access applicable leaves of absence or banks such as sick leave, personal leave, court appearance leave, vacation, named holidays, time off in lieu of overtime, and general leave without pay.

(c) Personal information concerning domestic violence will be kept confidential by the Employer.

(d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

(e) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.

20.14 **Citizenship Ceremony Leave**

An Employee who has completed 90 days of employment is entitled to 1/2 day of leave without pay to attend a Citizenship Ceremony to receive a Certificate of Citizenship, as provided for under the *Citizenship Act (Canada).*

ARTICLE 21: DISCIPLINE, DISMISSAL AND RESIGNATION

21.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union within 10 days of the date the Employer first became aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

21.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union within 10 days of the date the Employer first became aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

21.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five days of the action being taken. The action of suspension or dismissal shall be within 10 days of the date the Employer first became 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.

21.04 (a) An Employee who has been subject to disciplinary action may, after two years of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two year period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

(b) Once a disciplinary record is eligible for removal per Article 23.04(a), the Employer shall not rely on, nor refer to such discipline in responding to new misconduct or performance issues.

21.05 The procedures stated in Articles 21.01, 21.02 and 21.03 do not prevent immediate suspension or dismissal for just cause.

21.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union and/or Local. The Employee shall be advised of this right at the time of the scheduling of the meeting. Upon request, the Employer will disclose the particulars of the concern or complaint against the Employee, including the identity of the person(s) bringing the complaint forward if known; unless the Employer believes that there is a significant safety risk to patient(s), public or staff that prevents the disclosure of the identity of the complainant(s). When circumstances permit, the Employer will provide the disclosure in advance of the disciplinary discussion.

21.07 In the event that an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.

21.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated their services with the Employer.

21.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.

21.10 Twenty-eight calendar days' notice in writing, shall be given by an Employee who resigns.

ARTICLE 22: NO STRIKE OR LOCKOUT

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

ARTICLE 23: SALARIES

23.01 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.

23.02 (a) Upon obtaining designation as an Alberta Registered Psychiatric Nurse:

(i) a newly graduated nurse shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of successfully writing their registration examinations or the Employee's most recent date of employment, whichever is later; and

(ii) in all other cases, a nurse who is not registered on their date of employment and who subsequently is successful in obtaining registration shall be paid the rate applicable to a Registered Psychiatric Nurse, retroactive to the date of filing proof of application for Alberta Registration with the Employer or the Employee's most recent date of employment, whichever is later.

(b) Upon becoming registered by the College and Association of Registered Nurses of Alberta, a Temporary Permit Holder:

(i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB), or one who has satisfied the College and Association of Registered Nurses of Alberta that the Employee has completed a training program substantially equivalent to a NEPAB-approved nursing education program, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and

(ii) in all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions Act and Regulations*, and who subsequently qualifies to have their name entered into the register of Registered Nurses, shall be paid, for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the temporary permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

23.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.

23.04 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.

23.05 (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. The Employee's payroll cheque stub shall display the purpose and amount of each deduction.

(b) Employees shall receive notification of sick leave credits, vacation credits, and overtime accumulation, upon request. Where an Employee submits a request, the Employer will provide the requested information within five working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's accounting system.

ARTICLE 24: EDUCATIONAL ALLOWANCES

24.01 (a) For the purpose of establishing an Employee's Basic Rate of Pay, the Employer will recognize courses, diplomas and degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice offered by *bona fide* post-secondary educational institutions. With respect to Gerontological certification, the certification must be provided by the Canadian Nurses Association.

Educational allowances shall be:

Course	**Hourly Allowance**
Gerontological Certificate	70¢
C.N.A. Certification (applicable to position)	50¢
Baccalaureate Degree (applicable to position)	$1.25

(b) An educational allowance for Baccalaureate Degree pursuant to Article 24.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:

(i) a Nursing Baccalaureate Degree program recognized:

(A) by the Nursing Education Program Advisory Board (NEPAB); or

(B) by CARNA as being equivalent to a NEPAB-approved Baccalaureate Degree program; or

(ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the International Qualifications Assessment Service.

24.02 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained.

24.03 Allowances for education shall be paid from the date the Employee provides satisfactory proof of qualifications to the Employer or from the date of hire, whichever is the later.

ARTICLE 25: RECOGNITION OF PREVIOUS EXPERIENCE

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

(a) Experience prior to a five year lapse will not be recognized.

(b) Advance starting rate to the next appropriate salary step for each 2022.75 hours completed up to the top increment in the salary scale.

(c) If a Registered Nurse or Registered Psychiatric Nurse has completed a nursing refresher course within the past 12 months, the Employer will recognize experience that is more than five years old.

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

ARTICLE 26: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

26.01 **Shift Differential**

(a) A Shift differential of $2.75 per hour shall be paid:

(i) to Employees working a Shift where the majority of such Shift falls within the period of 1500 hours to 2300 hours; or

(ii) to Employees for each regularly scheduled hour worked between 1500 hours to 2300 hours provided that greater than one hour is worked between 1500 hours and 2300 hours.

(iii) to Employees for all overtime hours worked which fall within the period of 1500 hours to 2300 hours.

(iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift differential will be paid.

(b) A Shift differential of $5.00 per hour shall be paid:

(i) to Employees working a Shift where the majority of such Shift falls within the period of 2300 hours to 0700 hours; or

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

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

(c) No Employee shall receive payment under 26.01(a) and 26.01(b) concurrently.

26.02 **Weekend Premium**

A weekend premium of $3.25 per hour shall be paid:

(a) to Employees working a Shift wherein the majority of such Shift falls within a 56 hour period commencing at 2300 hours on a Friday;

(b) to Employees working each regularly scheduled hour worked after 2300 hours on a Friday provided that greater than one hour is worked within a 56 hour period commencing at 2300 hours on a Friday;

(c) to Employees working all overtime hours which fall within the 56 hour period commencing at 2300 hours on a Friday; or

(d) Notwithstanding (b) above, for Employees working a regular Shift that concludes between 1500 hours and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

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

ARTICLE 27: RETIREMENT PLAN

27.01 The Employer shall offer a pension plan in the form of a Registered Retirement Saving Plan to all Regular Employees whose contribution will be on a voluntary basis, provided they are scheduled to work at least 15.5 hours per week as averaged over one (1) complete Cycle of the Shift Schedule.

The Employer shall match contributions made by eligible Employees in accordance with the following schedule:

- up to 4% after one year of service
- up to 5.5% after three years of service

27.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the Plan.

ARTICLE 28: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

28.01 **Part-Time Employees**

Except as modified in Article 28.01, 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 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.

(iii) A Part-time Employee may work Shifts in addition to those specified in Article 28.01(a).

(iv) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, or to work beyond the Employee's regularly scheduled daily hours or pre-agreed length of Shift, the Employee

shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day and at the applicable rate for those hours worked in excess of 7.75 hours in a day.

(v) Where the Employer requires a Part-time Employee to work without having volunteered or agreed to do so or on the Employee's scheduled day of rest, the Employee shall be paid 2X the applicable basic hourly rate for work performed.

(vi) Employees may agree to exchange their designated days of rest to other nonscheduled days. When they agree to do so, no overtime or penalty payment is required for work performed up to 7.75 hours on the former designated day of rest.

(b) Shift Schedules

(i) Amend Article 7.02(e) to read:

7.02 (e) 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 consecutive days per two week period, and a total of eight days each four week period shall be scheduled as designated days of rest. "Week" shall mean seven consecutive days commencing at 0000h on a day determined by the Employer. The first day of the week shall be noted on the schedule and may be changed by providing 12 weeks' notice;

(iii) not more than seven consecutive scheduled days of work;

(iv) days of rest on 1/2 of the weekends averaged over one complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty. Notwithstanding the above, when an Employee works a Shift commencing at 2300 Sunday on their weekend off duty, the hour

worked on Sunday between 2300 and 2400 will not be considered a violation of Article 7.02(e).

(v) Violation of any provision of Article 28.01(b) shall result in payment to each affected Employee at 2X the Employee's Basic Rate of Pay for all regular hours worked during the period of violation.

(c) Increment Accrual

(i) Part-time Employees shall be entitled to an increment on the completion of 2022.75 hours of work and thereafter a further increment upon the completion of each period of 1929.75 hours actually worked to the maximum increment granted Full-time Employees.

(ii) For Part-time Employees, leave of absence for Union business, other leaves of absence not exceeding one month, periods of sick leave with pay and while in receipt of Workers' Compensation benefits shall be considered as hours worked for the purpose of calculating increments in accordance with Article 28.01(c)(i).

(iii) For Part-time Employees, up to 24 months of educational leave as per Article 20.06(a) shall be considered as hours worked for the purpose of calculating increments in accordance with Article 28.01(c)(i).

(d) Vacation with Pay

(i) Amend Article 15.02 to read:

15.02 (a) Only those hours of work paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of 7.75 hours, and periods of sick leave with pay will be recognized for the purpose of determining vacation pay or entitlement.

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

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

Hours specified in Article 28.01(d): (15.02(a))	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year

(i) 6% during the 1st to 3rd employment years;

(ii) 8% during each of the 4th to 12th employment years;

(iii) 10% during each of the 13th to 19th and subsequent employment years;

(iv) 12% during each of the 20th and subsequent employment years.

(ii) Amend Article 15.04(a) to read:

15.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 28.01(d) will be paid in compliance with Article 15.04(c).

(e) Named Holidays

Amend Article 16: Named Holidays to read:

16.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.0% of their regular earnings in lieu of Named Holidays

16.02 (a) A Part-time Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

(b) Notwithstanding Article 16.03(a), a Part-time Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

(c) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:

(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

(ii) For all overtime worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

16.03 (a) Unless otherwise requested by the Employee, the Employer shall endeavour to schedule the Employee for either Christmas or New Year's Day.

(b) (i) Unless otherwise mutually agreed an Employee granted Christmas Day off in accordance with Article 16.03(a) above shall be scheduled such that the Employee shall have two consecutive days where they will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).

(ii) Unless otherwise mutually agreed an Employee granted New Year's Day off in accordance with Article 16.03(a) above shall be scheduled such that the Employee shall have two consecutive days where they shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

(f) Sick Leave

Amend Article 17.02 to read:

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

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

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

28.02 **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 13: Layoff and Recall.

(b) Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 12.10 shall also specify the expected term of the temporary position.

(c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 12.02, if so eligible, or termination of employment pursuant to Article 28.02(b).

28.03 **Casual Employees**

Except as modified in this Article, all provisions of this Collective Agreement shall apply to Casual Employees except that the following Articles shall have no application to Casual Employees:

- Article 7: Hours of Work and Scheduling Provisions - 7.01(a), 7.02, 7.03, 7.04
- Article 10: Seniority
- Article 13: Layoff and Recall
- Article 15: Vacations with Pay
- Article 16: Named Holidays
- Article 17: Sick Leave
- Article 18: Workers' Compensation
- Article 19: Prepaid Health Benefits, and
- Article 20: Leaves of Absence.

(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 months or less, advance notice of scheduling shall not exceed seven calendar days.

(ii) Where a Casual Employee is transferred to a position pursuant to Article 12.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.

(iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.04(b)(ii) and (iii) the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions shall apply.

(iv) (A) In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels the Employee's Shift, the Employee shall be paid three hours pay at the Employee's Basic Rate of Pay.

(B) If fewer than three hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.

(C) No Employee shall receive payment for Article 28.03(a) (iv)(A) plus 28.03(a) (iv)(B) concurrently.

(v) A Casual Employee shall be entitled to overtime worked in excess of 77.5 hours averaged over a two week period.

(b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of 2022.75 regular hours of work and thereafter a further increment upon the completion of each period of 1929.75 regular hours actually worked to the maximum increment granted Full-time Employees.

(c) Vacation

Amend Article 15: Vacations with Pay to read:

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

(i) 6% during the 1st to 3rd employment years;

(ii) 8% during each of the 4th to 12th employment years;

(iii) 10% during each of the 13th to 19th and subsequent employment years;

(iv) 12% during each of the 20th and subsequent employment years.

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

(d) Named Holidays

Amend Article 16: Named Holidays to read:

16.01 Casual Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 5.0% of their regular earnings in lieu of Named Holidays

16.02 (a) A Casual Employee required to work on a Named Holiday shall be paid at 1 1/2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

(b) Notwithstanding Article 16.03(a), an Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours.

(c) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:

(i) For all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

(ii) For all overtime worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.

16.03 (a) Unless otherwise requested by the Employee the Employer shall endeavour to schedule the Employee for either Christmas or New Year's Day.

(b) (i) Unless otherwise mutually agreed an Employee granted Christmas Day off in accordance with Article 16.03(a) above shall be scheduled such that the Employee shall have two consecutive days where they will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).

(ii) Unless otherwise mutually agreed an Employee granted New Year's Day off in accordance with Article 16.03(a) above shall be scheduled such that the Employee shall have two consecutive days where they shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).

(c) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.

(d) In the event an Employee is required to serve as a witness in matters arising out of their employment, the Employee shall be granted leave of absence at their regular rate of pay for any scheduled Shifts missed, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 29: COPIES OF THE COLLECTIVE AGREEMENT

29.01 Following the signing of the Collective Agreement, each Employee affected shall be provided with a copy by the Employer within seven days of receipt of the copies by the Employer. The size, format and number of copies of this Collective Agreement will be mutually decided upon. The costs of printing shall be shared equally between the parties.

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

ARTICLE 30: GRIEVANCE PROCEDURE

30.01 **Communication**

(a) Any notice or advice which the Employer or members of its administrative staff are required to give the Local in respect of any matter referred to in this Article and Article 31: Arbitration shall be sufficient if sent by registered mail or delivered to the President or Secretary of the Local except where an alternate person is specified in advance by the Local in writing.

(b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 31: Arbitration shall be sufficient if delivered to the Executive Director or designate.

30.02 **Definition of Time Periods**

(a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 16: Named Holidays.

(b) Time limits may be extended by mutual agreement in writing.

30.03 **Dispute Between the Employer and the Employee(s)**

(a) Step 1 (Immediate Supervisor)

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

(b) Step 2 (Director of Nursing Care or Designate)

The grievance shall be submitted in writing to the Director of Nursing Care or designate within ten days of the date the Employee, the Employer, or the Union or Local first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Director of Nursing Care shall be communicated, in writing, to the Local within seven days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) Step 3 (Executive Director or Designate)

The written grievance, within seven days of receipt of the decision of the Director under Step 2, may be advanced to the Executive Director. The decision of the Executive Director shall be communicated, in writing, to the Local within seven days of the submission.

(d) Mediation - Following attempts to resolve the dispute at Steps 1, 2 or 3, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Local, Union and the Employer.

(i) The mediator shall, within ten calendar days, meet with the parties, investigate the dispute and define the issues in dispute.

(ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.

(iii) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.

(iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.

(v) The timelines specified at each step of the grievance and Arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.

(vi) The expenses of the mediator shall be borne equally by both parties.

(e) Step 4 (Arbitration)

If the decision of the Executive Director or designate is not acceptable to the Local, it may submit the grievance to Arbitration as hereinafter provided within seven days of receipt of the decision from the Executive Director or designate.

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

30.04 **Disputes Between the Parties**

(a) If a dispute directly affects two or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees

affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance.

(b) A "Policy Grievance" is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the Director of Care or designate or Local President, by a representative of the aggrieved party within ten days of the date the aggrieved party first became aware of the event leading to the grievance.

30.05 **Default**

(a) Should the aggrieved party fail to comply with any time limit in the grievance procedure, the grievance shall be abandoned, unless the parties have mutually agreed, in writing, to extend the time limit.

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

(c) Prior to the grievance being advanced to Arbitration in accordance with Step 4 of the Grievance Procedure due to time limits being missed, there shall be at least one meeting held to try and resolve the issues in dispute. The party wishing to advance the grievance to Arbitration shall do so in writing within 45 days of the date of the filing of the grievance at Step 2, unless the parties have mutually agreed to extend the time frames.

30.06 **Meetings**

(a) An Employee shall have the right to be accompanied by a Union or Local representative at any meeting described in this Article.

(b) For purposes of this Article, meetings can be held face-to-face, via telephone or videoconference. Efforts to meet in-person will be made by both parties to the greatest extent possible.

(c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer's premises.

ARTICLE 31: ARBITRATION

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

(a) name its appointee to the Arbitration Board; or

(b) state its desire to meet to consider the appointment of a single arbitrator.

31.02 Within seven days after receipt of notification provided for in Article 31.01 above, the party receiving such notice shall:

(a) inform the other party of the name of its appointee to an Arbitration Board; or

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

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

31.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within 21 days and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 14 days after the completion of the hearing.

31.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.

31.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator or Board may substitute any penalty for the discharge or discipline that to the arbitrator or Board seems just and reasonable in all the circumstances.

31.07 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two parties to the dispute.

31.08 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

31.09 For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 16: Named Holidays.

ARTICLE 32: OCCUPATIONAL HEALTH & SAFETY

32.01 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. Occupational health and safety education, training and instruction provided by the Employer, shall be paid at the Applicable Rate of Pay, to fulfill the requirements for training, instruction or education set out in the *Occupational Health and Safety Act, Regulation or Code*.

32.02 (a) There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Union and may include others whether or not they represent recognized functional bargaining units. This Committee shall meet at least quarterly, and in addition shall meet within ten days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Applicable Rate of Pay for attendance at Committee meetings. The Employer shall provide training at no cost to all Employees on the Committee to assist them in performing their duties on the Committee. Training shall be paid at the Employee's Applicable Rate of Pay.

(b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Local, and other bargaining groups, referred to in (a), prior to circulation.

(c) The purpose of the Committee is to consider such matters as Occupational Health and Safety and the Local may make recommendations to the Employer in that regard.

(d) If an issue arises regarding occupational health or safety, the Employee or the Local shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded to the Committee in writing.

(e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Local may make recommendations to the Employer in that regard.

(f) Should an issue not be resolved by the Committee, the issue shall be referred to the Executive Director. A resolution meeting between the Local and the Executive Director, or designate(s), shall take place within 21 calendar days of the issue being referred to the Executive Director. The Executive Director or designate(s) shall reply in writing to the Local within seven calendar days of the resolution meeting.

(g) The parties will provide available relevant information in a timely fashion to allow for meaningful discussion of the issue(s).

32.03 No Employee shall be assigned to work alone.

32.04 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.

32.05 (a) The Employer shall have in place a harassment policy which shall be reviewed annually, and revised as deemed appropriate, by the Committee.

(b) There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Committee. Signs shall be posted in public areas to give notification of this.

32.06 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.

32.07 The Employer shall:

(a) conduct ongoing hazard assessments, including those for a pandemic, disaster or emergency response. Such assessments shall include but are not limited to:

(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.

32.08 Prior to introducing a regularly scheduled Shift that begins or ends between the hours of 2400 and 0600 hours, the Employer will consult with the Local.

ARTICLE 33: PROFESSIONAL FEES AND DEVELOPMENT

33.01 (a) The parties to this Collective Agreement recognize the value of continuing professional development for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "professional development" includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered or approved by the Employer.

33.02 (a) The Employer shall provide in-service education and ensure that each Employee has the opportunity to attend the required sessions for the facility. Employees required to attend compulsory in-services shall be paid at the applicable rate of pay for attendance.

(b) Employees may attend in-service programs which are not identified as compulsory by the Employer with the Employer's permission. Employees attending non-compulsory in-services shall suffer no loss of regular earnings for attending such programs.

(c) In addition to any in-service the Employer may identify as compulsory, the following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:

(i) Cardio-Pulmonary Resuscitation;

(ii) Fire, Evacuation, Disaster Review; and

(iii) Back Care.

33.03 **Professional Development Days**

Each Regular and Temporary Employee may request in writing at least three professional development days each fiscal year. The request must be made as far in advance as possible, should include any foreseeable costs being requested for reimbursement, and is subject to approval. The Employee shall be paid at the Basic Rate of Pay for each professional development day.

Unused days shall not be carried forward into subsequent years.

33.04 **Nursing Journals**

The Employer shall make available at each site no fewer than five current nursing journals or an electronic equivalent.

33.05 **Professional Registration**

(a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) $250 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.

(b) Regular hours actually worked in clause (a) includes:

(i) Leaves of absence for Union or Local business;

(ii) Other leaves of absence of one (1) month or less;

(iii) Time on sick leave with pay;

(iv) Absences while receiving Worker's Compensation; and

(v) Educational leave up to 24 months.

(c) Professional College dues means dues paid to those who, at the beginning of the next registration year, have active registration with either:

(i) The CARNA,

(ii) The College of Registered Psychiatric Nurses of Alberta; or

(iii) Any alternative Professional College acceptable to the Employer.

ARTICLE 34: PROFESSIONAL RESPONSIBILITY

34.01 (a) A Professional Responsibility Committee (Committee) shall be established with up to two Employees elected by the Union and up to two representatives of the Employer. A Chair shall be elected from amongst the Committee. The Committee shall meet at least quarterly at a regularly appointed time, and within ten days of receiving a written description of an issue regarding resident care.

(b) Alternate representatives may be designated from the same group.

(c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.

(d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to resident care including staffing issues.

(e) The Employee or Union shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.

(f) Should an issue not be resolved by the Committee, the issue shall be referred to the Executive Director. A resolution meeting between the Union and the Executive Director, or designate(s), shall take place within 21 calendar days of the issue being referred to the Executive Director. The Executive Director or designate(s) shall reply in writing to the Local within seven calendar days of the resolution meeting.

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

(h) Should an issue remain unresolved following the written response from the Executive Director, the Local may refer the issue to mediation as per (i) below.

(i) The parties will agree on a mediator who is knowledgeable about health care and familiar with current nursing practice. Should the parties not be able to agree on a mediator, either party may request the Director of Mediation for the Province of Alberta to appoint a mediator. The mediator shall, within 60 days, meet with the parties, and investigate the dispute. The issue may be resolved by mutual agreement between the parties. If it is not, either or both parties may request the mediator issue a report including non-binding recommendations.

(j) The parties agree that the mediation process is the final step to this Professional Responsibility Clause.

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

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

ARTICLE 35: TECHNOLOGICAL CHANGE

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

ARTICLE 36: JOB DESCRIPTION

36.01 For each nursing position in the bargaining unit, the Employer shall prepare a job description. Copies of such descriptions shall be available to each Employee upon request and in the main floor filing cabinet. Copies of all such documents shall be provided to the Local upon request, and whenever changes are made.

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 applicable rate of pay for attendance at such meetings. Such participation shall be voluntary.

ARTICLE 38: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

38.01 The Employee's portion of all monies from Employment Insurance Commission Premium Reductions shall be administered for the benefit of Employees by the Employer in accordance with the Employment Insurance Commission's regulations.

Upon request, a summary of the purposes for which these funds are utilized shall be provided to the Union.

LETTER OF UNDERSTANDING #1

BETWEEN

TOUCHMARK AT WEDGEWOOD

-AND-

UNITED NURSES OF ALBERTA, LOCAL 118

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit. Severance is intended to provide financial assistance to the Employee until they secure employment.

2. The Employer will offer the following severance in the form of salary continuance to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:

   (a) A Regular Employee shall be eligible for salary continuance in the amount of one pay period of regular pay at their Basic Rate of Pay for the first 1898.75 hours actually worked as a Regular Employee, and one pay period of 50% of their Basic Rate of Pay for each subsequent period of 1898.75 hours actually worked to a maximum of five pay periods, or until the Employee secures employment, whichever is earlier. Pay periods are semi-monthly.

   (b) For purposes of severance, employment must be continuous. Any severance will be calculated only from the last date of hire recognized with the Employer.

3. A Regular Employee who has received layoff notice in accordance with Article 13: Layoff and Recall and for whom no alternate vacant position is available, shall have the option to select either of:

   (a) Layoff with recall rights as specified in Article 13: Layoff and Recall of the Collective Agreement; or

   (b) Severance in accordance with this Letter of Understanding.

4. A Regular Employee who accepts severance pay as described above, shall have terminated their employment, with no further rights to recall.

5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.

6. Severance will not be offered when a layoff results from an act of God, fire or flood.

7. A Regular Employee who receives notice of layoff shall have 14 calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 13: Layoff and Recall of this Collective Agreement.

8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

LETTER OF UNDERSTANDING #2

BETWEEN

TOUCHMARK AT WEDGEWOOD

- AND -

UNITED NURSES OF ALBERTA, LOCAL 118

RE: LUMP SUM PAYMENT

The parties agree that:

1. An Employee shall receive a market condition lump sum payment of up to $1750, to be paid semi-annually, as follows:

   (a) Full-time Employees shall receive:

      (i) $875 on the first pay day following the pay period which includes September 30; and

      (ii) $875 on the first pay day following the pay period which includes March 31.

   (b) Part-time and Casual Employees shall receive:

      (i) $875 on the first pay day following the pay period which includes September 30, pro-rated to their regular hours actually worked between April 1, and September 30; and

      (ii) $875 on the first pay day following the pay period which includes March 31, pro-rated to their regular hours actually worked between October 1 and March 31.

2. For the purposes of this Letter of Understanding, "regular hours actually worked" includes:

   (a) Leaves of absence for Union business;

   (b) Other leaves of absence of one month or less;

   (c) Time on sick leave with pay;

   (d) Absences while receiving Workers' Compensation;

(e) Educational leave up to 24 months;

(f) Vacation with pay; and

(g) Compassionate/Terminal Care, parents of Critically Ill Child and Death or Disappearance of Child Leaves.

3. Employees who commence employment or change their employment category within one of the defined qualifying periods shall have their entitlement pro-rated.

4. Employees terminating employment shall be entitled to the lump sum payment pro-rated for the period up to and including the date of termination.

5. This Letter of Understanding shall not apply to Undergraduate Nurses.

6. The first lump sum payment as per this Letter of Understanding will be effective in the lump sum period after the date of ratification of this Collective Agreement.

LETTER OF UNDERSTANDING #3

BETWEEN

TOUCHMARK AT WEDGEWOOD

-AND-

UNITED NURSES OF ALBERTA, LOCAL 118

RE: JOB SECURITY

Whereas the employer needs to operate within available resource allocation while maintaining resident care.

Whereas the outcome of such efforts could lead to organizational changes that may result in adjustments within the UNA bargaining unit.

The parties agree to the following:

1. Without restricting its right to determine the number of Employees needed in any work unit or classifications and to determine whether or not a position will be continued or declared redundant, the Employer and the Union will meet annually to discuss any potential FTE changes due to funding changes; unless it is not possible, no Employee shall experience an involuntary reduction in full-time equivalency (FTE).

2. To achieve the preceding the parties recognize that:

   (a) Adjustments in the workforce may occur through attrition;

   (b) In addition to Article 13 (Layoff and Recall), all retention options will be explored; and

   (c) The parties agree to share all relevant information in a timely manner.

3. This Letter of Understanding shall expire on the later of March 31, 2020 or upon ratification of a new Collective Agreement.

SALARY APPENDIX

Registered Nurse
Registered Psychiatric Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2017	$36.86	$38.28	$39.69	$41.11	$42.54	$43.94	$45.37	$46.71	$48.37
April 1, 2018	$36.86	$38.28	$39.69	$41.11	$42.54	$43.94	$45.37	$46.71	$48.37
April 1, 2019	$36.86	$38.28	$39.69	$41.11	$42.54	$43.94	$45.37	$46.71	$48.37

Certified Graduate Nurse
Graduate Nurse - Temporary Permit Holder
Graduate Psychiatric Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
April 1, 2017	$33.72	$34.76	$35.49	$36.14	$36.71	$37.48	$38.67	$39.79	$41.19
April 1, 2018	$33.72	$34.76	$35.49	$36.14	$36.71	$37.48	$38.67	$39.79	$41.19
April 1, 2019	$33.72	$34.76	$35.49	$36.14	$36.71	$37.48	$38.67	$39.79	$41.19

Undergraduate Nurse

April 1, 2017	$27.68
April 1, 2018	$27.68
April 1, 2019	$27.68

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

(Employer)	(Union)
Date: Feb 9 / 2022	Date: Jan. 13/22