

COLLECTIVE AGREEMENT

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

**CLEARWATER CENTRE
STONY PLAIN CARE CENTRE
PEMBINA VILLAGE
SOUTH RIDGE VILLAGE
MILLWOODS CARE CENTRE
DR. GERALD ZETTER CARE CENTRE/CHOICE PROGRAMS
SOUTHGATE CENTRE**

AND

**THE UNITED NURSES OF ALBERTA
LOCALS #8, #212, #223 AND #316**

FOR THE PERIOD

APRIL 1, 2013 - MARCH 31, 2017

NUMERICAL INDEX

Article 1: Term Of Collective Agreement	1
Article 2: Definitions	2
Article 3: Recognition.....	4
Article 4: Management Rights.....	4
Article 5: Dues, Deductions And Union Business.....	5
Article 6: No Discrimination	6
Article 7: Hours Of Work And Scheduling Provisions	7
Article 8: Overtime	11
Article 9: On-Call Duty/Call Back	12
Article 10: Transportation.....	13
Article 11: Probationary Period And Orientation	14
Article 12: Seniority.....	14
Article 13: Evaluations and Personnel File.....	17
Article 14: Promotions, Transfers & Vacancies	17
Article 15: Layoff And Recall	24
Article 16: Charge Pay.....	28
Article 17: Vacations With Pay	28
Article 18: Named Holidays	31
Article 19: Sick Leave	33
Article 20: Workers' Compensation	36
Article 21: Prepaid Health Benefits	38
Article 22: Leaves Of Absence.....	39
Article 23: Discipline, Dismissal And Resignation	44
Article 24: No Strike Or Lockout	46
Article 25: Salaries.....	46
Article 26: Educational Allowances	47
Article 27: Recognition Of Previous Experience.....	48
Article 28: Shift Differential And Weekend Premium	49
Article 29: Pension Plan.....	50
Article 30: Part-Time, Temporary And Casual Employees.....	51
Article 31: Copies Of Collective Agreement.....	60
Article 32A: Grievance Procedure.....	60
Article 32B: Compensation Errors.....	63
Article 33: Arbitration.....	68
Article 34: Occupational Health & Safety.....	69
Article 35: In-Service, Education, Professional Development And Fees.....	71
Article 36: Professional Responsibility	72
Article 37: Extended Work Day	73
Article 38: Technological Change	81
Article 39: Job Description	81
Article 40: Committee Participation	81
Article 41: Employment Insurance Premium Reductions	81
Letter of Understanding 1 Re: Transfer Of Programs	82
Letter of Understanding 2 Re: Professional Responsibility.....	83

Letter of Understanding 3 Re: Severance	84
Letter of Understanding 4 Re: Pension	86
Letter of Understanding 5 Re: Extended Work Day	87
Letter of Understanding 6 Re: Merger Or Division Of Units	89
Letter of Understanding 7 Re: Scheduling.....	90
Letter of Understanding 8 Re: Retention Of Experienced Employees	91
Letter of Understanding 9 Re: Market Condition Lump Sum Payment	92
Letter of Understanding 10 Re: Cost Of Living Lump Sum	94
Letter of Understanding 11 Re: 2013-2016 Lump-Sum Payments	96
Letter of Understanding 12 Re: Dues Remittance Reporting And Seniority Lists Review.....	98
Salary Appendix.....	99

ALPHABETICAL INDEX

Arbitration (Article 33).....	68
Charge Pay (Article 16).....	28
Committee Participation (Article 40).....	81
Compensation Errors (Article 32B).....	63
Copies Of Collective Agreement (Article 31).....	60
Definitions (Article 2).....	2
Discipline, Dismissal And Resignation (Article 23).....	44
Dues, Deductions And Union Business (Article 5).....	5
Educational Allowances (Article 26).....	47
Employment Insurance Premium Reductions (Article 41).....	81
Evaluations and Personnel File (Article 13).....	17
Extended Work Day (Article 37).....	73
Grievance Procedure (Article 32A).....	60
Hours Of Work And Scheduling Provisions (Article 7).....	7
In-Service, Education, Professional Development And Fees (Article 35).....	71
Job Description (Article 39).....	81
Layoff And Recall (Article 15).....	24
Leaves Of Absence (Article 22).....	39
Letter of Understanding Re	
2013-2016 Lump-Sum Payments (11).....	96
Cost Of Living Lump Sum (10).....	94
Dues Remittance Reporting And Seniority Lists Review (12).....	98
Extended Work Day (5).....	87
Market Condition Lump Sum Payment (9).....	92
Merger Or Division Of Units (6).....	89
Pension (4).....	86
Professional Responsibility (2).....	83
Retention Of Experienced Employees (8).....	91
Scheduling (7).....	90
Severance (3).....	84
Transfer Of Programs (1).....	82
Management Rights (Article 4).....	4
Named Holidays (Article 18).....	31
No Discrimination (Article 6).....	6
No Strike Or Lockout (Article 24).....	46
Occupational Health & Safety (Article 34).....	69
On-Call Duty/Call Back (Article 9).....	12
Overtime (Article 8).....	11
Part-Time, Temporary And Casual Employees (Article 30).....	51
Pension Plan (Article 29).....	50
Prepaid Health Benefits (Article 21).....	38
Probationary Period And Orientation (Article 11).....	14
Professional Responsibility (Article 36).....	72
Promotions, Transfers & Vacancies (Article 14).....	17

Recognition (Article 3)	4
Recognition Of Previous Experience (Article 27)	48
Salaries (Article 25)	46
Salary Appendix.....	99
Seniority (Article 12)	14
Shift Differential And Weekend Premium (Article 28).....	49
Sick Leave (Article 19).....	33
Technological Change (Article 38).....	81
Term Of Collective Agreement (Article 1).....	1
Transportation (Article 10)	13
Vacations With Pay (Article 17).....	28
Workers' Compensation (Article 20).....	36

COLLECTIVE AGREEMENT MADE THIS _____ DAY OF _____, A.D., _____.

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

AND

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

PREAMBLE

WHEREAS the parties acknowledge that the primary purpose of the Employer and Employees is to work together to provide quality resident/client/patient care and to protect the interests of residents, Employees and the community. We believe that this purpose can be achieved most readily if harmonious relationships exist between the Employer and the Employees;

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after April 1, 2013 or the date upon which the United Nurses of Alberta and the Good Samaritan Society (A Lutheran Social Service Organization) exchange notice of ratification November 16, 2015, by their principals of the terms of this Collective Agreement, whichever is later, up to and including March 31, 2017, and from year to year thereafter unless notice, in writing, is given by either party to the other party not less than 60 days nor more than 120 days prior to the expiration date of its desire to amend this Collective Agreement.
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.
- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would have received but for the termination of employment, upon the submission of a written application to the Employer within 90 calendar days of the signing of the Agreement.

ARTICLE 2: DEFINITIONS

- 2.01 “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” shall mean the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances and the Long Service Pay Adjustment 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 30.03(a)(i); 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 “The Good Samaritan Society (A Lutheran Social Service Organization)” 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.
- 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 applicable Local of the United Nurses of Alberta.
- 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. In those instances where the schedule does not repeat itself, the term

“Cycle of the Shift Schedule” shall be understood to mean a period of time not exceeding 12 weeks.

2.13 “FTE” shall mean full-time equivalent.

ARTICLE 3: RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described in the certificate of the Labour Relations Board and amendments thereto. The Employer agrees to recognize the duly elected or appointed representatives of the Union.

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

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

3.04 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 monthly membership dues set by the Union from each Employee's Gross Earnings, exclusive of disability benefits. Those dues shall be remitted to the Union's Provincial Office or other authorized representative by the 15th day of the next month.
- (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.
- (c) The Employer shall provide to the Union every six months, a listing(s) of Employees specifying the following:
- (i) Name of Employee;
 - (ii) Classification;
 - (iii) Category (Regular, Temporary, Casual); including Employees on recall;
 - (iv) Full-time equivalency;
 - (v) For Regular and Temporary Employees, their seniority date, for Casual Employees, their date of hire within the bargaining unit.

This listing(s) shall be provided monthly if there are Employees on layoff.

The parties agree to discuss, during the life of this agreement, the possible inclusion of unit, site, address, basic rate of pay, unique identifier and long term absence status.

- (d) A separate listing of all Casual Employees including the name of the Employee and date of hire shall be provided together with the listing provided in Article 5.01(b).
- (e) Where the Employer maintains the information electronically, the lists referred to in (b) and (c), (individually or combined) shall be provided where possible in electronic format. The parties will meet to try to agree upon suitable electronic formats.
- 5.02 The Union shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership dues structure.

- 5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01(a) above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.
- 5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. Where an Employee has no access to a bulletin board during her or his regularly scheduled Shifts and there is considerable geographic separation between buildings, a separate bulletin board will be provided. In addition, and where mutually agreed, space will be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 5.05 (a) A representative of the Union shall have the right to make a presentation of up to 45 minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.
- (b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation. The Employer shall also endeavour to provide the Union 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 business. Where such request for leave of absence is made in writing the Employer's reply shall be given in writing.
- (b) For members of the United Nurses of Alberta Negotiating Committee, and the Executive Board of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied. Such members shall provide the Employer with such request in writing with as much advance notice as possible.
- (c) All such leave shall be with pay, 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 15% administration fee.

ARTICLE 6: NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction or coercion exercised or practised by either party in respect of any Employee by reason of age, race, colour, creed, ancestry, place of origin, source of income, political or religious belief, gender, sexual

orientation, family status, marital status, physical disability, mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

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

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

7.01 Regular Hours of Work

- (a) Regular hours of work for Full-time Employees, exclusive of meal periods shall be:
 - (i) 7.75 consecutive hours per day; and
 - (ii) 77.5 hours in a 14 day calendar period.
- (b) Regular hours of work shall:
 - (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.
 - (v) The meal and rest period commences when an Employee leaves her or his work activities and ceases when the Employee returns.
- (c) Although meal periods are excluded in the calculation of regular hours of work, Employees required by the Employer to be readily available for duty during their meal period, shall be so advised in advance and paid for those meal periods at their Basic Rate of Pay.
- (d) Employees recalled to duty by the Employer during their meal periods or rest periods, or Employees who with the Employers approval are unable to take a

rest period or meal period, shall be given a full meal period or rest period later in their Shift, or, where that is not possible, be paid as follows:

- (i) for a rest period, at 2X their Basic Rate of Pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid under Article 7.01(c), at 2X their Basic Rate of Pay rather than at straight time; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at 2X their Basic Rate of Pay.
- (e) On the proclaimed date of conversion to Mountain Standard Time, regular hours of work shall be extended to include the additional hour with payment due at the applicable overtime rate. On the proclaimed date when Daylight Saving Time resumes, the one hour reduction in the Shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 **Shift Schedules**

- (a) Employees in the course of their regular duties, may be required to work on various Shifts throughout the 24 hour period of the day and the seven days of the week. The Shift where the majority of hours worked fall between 2400 and 0800 hours is the first Shift of the working day.
- (b) “Days of Rest” for a Full-time Employee means all days where the Employee is not scheduled to work, pursuant to Article 7: Hours of Work and Scheduling Provisions or Article 37: Extended Work Day.

For Dr. Gerald Zetter, CHOICE Programs, Southgate and Clearwater:

- (c) 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) in a 14 day period, four days of rest, two of which must be consecutive and two may be single days of rest;
 - (iii) days of rest on alternating weekends. “Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty;
 - (iv) not more than six consecutive scheduled days of work.

For Stony Plain and Millwoods:

- (c) 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 of rest;
 - (iii) days of rest on two weekends in a four week period. “Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty;
 - (iv) not more than six consecutive scheduled days of work.

For South Ridge Village and Pembina Village:

- (c) 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 of rest;
 - (iii) days of rest on alternating weekends. “Weekend” shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty;
 - (iv) not more than six consecutive scheduled days of work.
- (d) Violation of any provision of Article 7.02(c) 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.
- (e) Self Scheduling may be mutually agreed upon between the Union and the Employer.

7.03 Schedule Posting

- (a) Shift schedules shall be posted 12 weeks in advance.
- (b) In the event of unusual circumstances, the Employer and the Union may agree in writing on a shorter time period than 12 weeks.
- (c) The Employer shall provide the Union with a copy of each Shift schedule upon request.

7.04 **Schedule Changes**

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

7.05 **Employee Shift Exchange**

- (a) Employees may exchange Shifts, or portion of Shifts, among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees;
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor;
 - (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) Shift exchanges shall not be permitted unless the Employees have been provided appropriate orientation.
- (e) 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. Such Employee shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses for a round trip between the place of employment and their home.
- (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.
- (c) No Employee shall receive payment for Article 7.06(a) and Article 7.06(b) concurrently.

7.07 The Employer shall not unreasonably refuse to implement a contractually compliant Shift schedule developed by the Employee(s) and the Union.

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 Where an Employee is requested to work in excess of four hours of overtime following their shift, the Employer will attempt to provide a meal or snack at no cost.
- 8.07
- (a) Where an Employee works overtime immediately following her or his Shift and there is not a minimum of eight consecutive hours off duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight consecutive hours of rest before commencing his or her next Shift, without loss of earnings.
 - (b) The Employee in the above situation will advise the Employer's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

ARTICLE 9: ON-CALL DUTY/CALL BACK

- 9.01 On-call duty shall mean any period during which a Regular Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- 9.02 For each assigned hour of authorized on-call duty, a Regular Employee shall be paid:

- (i) on regularly scheduled days of work, the sum of \$3.30 per hour; and
 - (ii) on scheduled days off and Named Holidays, the sum of \$4.50 per hour. A Named Holiday or scheduled day off shall run from 0001 hours on the Named Holiday or scheduled day off to 2400 hours of the same day.
- 9.03 When an Employee is supplied a pocket pager by the Employer for the purpose of on-call duty, there shall be no cost to the Employee for the use of the pocket pager.
- 9.04 When an Employee who has not been assigned on-call duty is called and required to report for work, he or she shall be deemed to be working overtime and shall be paid for all hours worked or for three hours, whichever is the longer, at the overtime rate.
- 9.05 **Telephone Consultation**

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

ARTICLE 10: TRANSPORTATION

- 10.01 An Employee who is called back to the facility shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the rate of 44¢ per kilometre from the Employee's residence to the facility and return (or Government of Alberta rates, whichever is greater).
- 10.02 An Employee who normally travels from the facility to the Employee's place of residence by means of public transportation following the completion of the Employee's Shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular Shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the facility to the Employee's place of residence.
- 10.03 When an Employee is assigned duties necessitating the use of the Employee's private automobile she or he shall be reimbursed at the rate of 44¢ per kilometer (or Government of Alberta rates, whichever is greater).

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

- 11.01 (a) A new Employee shall serve a probationary period of 503.75 hours worked. The Employer shall provide written performance feedback at a meeting intended for that purpose to each probationary Employee at least once during the Employee's probationary period and again prior to the completion of her or his probationary period.
- (b) During these performance feedback meeting(s), the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 11.02 Subject to Article 11.01, 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 recourse to the grievance procedure.
- 11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first seven Shifts of patient/resident/client care shall be under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned seven Shifts. Where the Employee will be on rotating Shifts, the first four Shifts shall be day Shifts and the Employee's first two Shifts on evenings and nights shall be under guidance or supervision. The broader orientation to the organization may be provided beyond the aforementioned seven Shifts as determined by the Employer. Additional orientation will be provided upon request.
- 11.04 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 12: SENIORITY

- 12.01 (a) An Employee's "Seniority Date" shall be the date on which a Regular or Temporary Employee's continuous service within the bargaining unit commenced, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular or temporary employment.
- (b) Continuous service within the bargaining unit shall include:
- (i) service as a bargaining unit Employee in direct nursing care or community health nursing, and
- (ii) service with any Employer with a bargaining relationship with the UNA provided that the Collective Agreement with that Employer contains a reciprocal clause.

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

- (c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 12.01(a).

12.02 Seniority shall be considered in determining:

- (a)
 - (i) selection of newly created Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions, selection to occur within the unit. This provision shall not be used to change from the standard workday to the extended workday (or *vice versa*); and
 - (ii) selection of vacant Shift schedules of the same FTE, subject to Article 7: Hours of Work and Scheduling Provisions, selection to occur within the unit. For Employees in temporary positions, this provision shall not be used to change from the standard workday to the extended workday (or *vice versa*);
- (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14: Promotions, Transfers & Vacancies;
- (c) layoff and recall subject to the provisions specified in Article 15: Layoff and Recall; and
- (d) approval of vacation times.

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

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

12.04 **Seniority Lists**

- (a) *Provision of Seniority Lists*

The seniority lists shall be provided by the Employer to the Union:

- (i) within three months of date of signing of this Collective Agreement, and

- (ii) every six months thereafter, and
 - (iii) when Employees have been served a notice pursuant to the provisions of Article 15: Layoff and Recall.
- (b) *Contents of Seniority Lists*
- Two separate lists shall be provided to the Union. The seniority list shall contain the name and seniority date of each Regular and Temporary Employee in chronological order along with each Employee's FTE and classification. A secondary list shall identify the name and seniority date of each Regular and Temporary Employee, grouped according to their ward or unit, if the Employer has more than one ward or unit.
- (c) *Correction of Seniority Lists*
- The Union may question or grieve any inaccuracy within three months of receiving the list. Thereafter the date shall be considered as being established except for those names which shall be deemed to be deleted by:
- (i) application of Article 12.03;
 - (ii) transfer to an excluded position; or
 - (iii) transfer to the status of a Casual Employee.
- (d) Where an Employee claims previous service under Article 12.01(b)(ii), the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.

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

12.06 An Employee who has accrued seniority with the 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 12.02, but shall have no impact upon the Employee, as an external candidate, obtaining an initial position subject to Article 14: Promotions, Transfers & Vacancies, the Employee's initial Basic Rate of Pay subject to Article 27: Recognition of Previous Experience, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave, or severance.

ARTICLE 13: EVALUATIONS AND PERSONNEL FILE

- 13.01 (a) Each Employee shall receive a yearly evaluation.
- (b) Evaluations shall be for the purpose of constructive review of the performance of the Employee.
- 13.02 (a) All evaluations shall be in writing and shall be done by the most immediate supervisor 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. The contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03 (a) By appointment made at least two working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view her or his 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 Representative when viewing the Employee's personnel file.
- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 13.03(a). An Employee may also request such copies on other occasions provided the Employee's request is reasonable in the circumstances and the Employee makes an appointment for such purpose. The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.
- 13.04 An Employee's evaluation shall not be released by the Employer to any person except to a Board of Arbitration or as required by law without the written consent of the Employee.

ARTICLE 14: PROMOTIONS, TRANSFERS & VACANCIES

- 14.01 (a) The Employer shall post notices of vacancies in the bargaining unit not less than ten 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 ten calendar days, the appointment shall be made on a temporary or casual basis only.
- (c) Vacancies shall be filled whenever possible from within the bargaining unit. If a vacancy remains, it shall be filled whenever possible from within bargaining units of The Good Samaritan Society. Should the successful candidate be from another bargaining unit of the Good Samaritan Society, the successful candidate shall be entitled to transfer her or his seniority.

For Dr. Gerald Zetter, CHOICE Programs and Southgate:

- (d) A notice of vacancy shall include a general description of the work, the unit (if applicable), site or program, the regular hours of work, the number of hours per Shift for the position and the commencement date. Shift pattern and Shifts per Shift cycle shall be available to Employees upon request.

These may only be altered through the operation of the Collective Agreement.

For Stony Plain, South Ridge Village, Pembina Village, Clearwater Centre and Millwoods:

- (d) A notice of vacancy shall include a general description of the work and shall specify the regular hours of work and the number of hours per Shift for the position and the commencement date. Shift pattern and Shifts per Shift cycle shall be available to Employees upon request.

These may only be altered through the operation of the Collective Agreement.

- (e) All postings shall have a closing time and date, which shall not be a Saturday, Sunday or Named Holiday. For information purposes, postings for Temporary positions shall state the expected term.

- 14.02 (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 14.01.
- (b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), or the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated

or placed in accordance with the terms of Article 14.07. A Regular Employee achieving a temporary position shall maintain 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 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 30.03(a)(ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain 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 14.01(a).
 - (ii) For temporary positions in another facility, such Employee shall not be eligible to apply on postings of vacancies pursuant to Article 14.02(a) unless the position posted commences after the expiry of the term for which the Employee was hired, except by mutual agreement between the Employee and the immediate supervisor.
 - (iii) For temporary positions in the same facility, such Employee shall be eligible to apply for a temporary vacancy at the same facility pursuant to Article 14.02(a) and will be considered if no other Employee is awarded the position or the parties mutually agree that the temporary Employee may apply for the positing.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

14.03 Applications pursuant to Article 14.01(a) and Article 14.02 shall be made in accordance with the process specified in the postings.

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

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

- 14.05 The Union and all other applicants for the transfer, promotion and/or vacancy shall be informed in writing within five calendar days of the appointment that the process has been completed. The Union shall be advised in writing of the successful candidate.
- 14.06 When an Employee is promoted from one classification to another, the salary of such promoted Employee shall be advanced to that step in the salary scale which will grant the Employee a minimum hourly increase in the amount of the differential between the beginning rate of the Employee's present classification and the beginning rate of the classification to which she or he has been promoted.
- 14.07
- (a) The transferred or promoted Employee will be given a trial period of 325.5 hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
 - (b) The Employer shall provide written performance feedback to the Employee prior to the completion of the trial period.
 - (c) Should either:
 - (i) the Employer determine that the Employee fails to succeed during the trial period, or
 - (ii) the Employee request reinstatement to their former position,the Employer shall reinstate the Employee in their former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to which the Employee would be entitled had the Employee remained in their former position.
 - (d) When the Employer reinstates an Employee in the Employee's former position or places the Employee in another suitable position, the vacancy in which the Employee is being placed shall not be subject to the provisions of Articles 14.01 to 14.05 inclusive.
 - (e) A reinstatement or placement of an Employee in accordance with Article 14.07(c) shall not be construed as a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.
 - (f) A transferred Employee shall be entitled to orientation, the form and duration shall be determined in consultation between the Employee and the Employer.
- 14.08 An Employee's anniversary date, for the purpose of an annual increment, shall not be changed as a result of promotion.
- 14.09 When, because of inability to perform the functions of a position, or because of ill health or by the Employee's request, an Employee is transferred to a lower rated

classification, the Employee's rate will be adjusted immediately to that step in the scale where the Employee would have been positioned had the Employee been retained in the lower rated classification from commencement of employment.

14.10 At time of hire or transfer, or change of hours in accordance with Article 12.02(a)(ii) or Article 14.14, or change of category in accordance with Article 30.02 or 30.03, all Employees shall receive a letter which shall include the following:

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

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

14.11 In instances where a Regular Employee accepts a regular or temporary managerial position which is outside the scope of this agreement, the resultant vacancy shall be posted as a temporary position, not exceeding 12 months. During this 12 month period, the former Employee may be reinstated into their former position. The Union shall be notified whenever this clause is applied.

14.12 Each Employee shall have only one employment relationship within the bargaining unit with the Employer.

14.13 Employees are not permitted to apply for vacancies to add to their existing position.

14.14 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 FTE based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within 14 days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
 - (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
 - (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 14.14 equals or exceeds .4 FTE, they shall be posted as a vacancy.
 - (iv) If the number of hours vacated as a result of Article 14.14 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, or may be posted as a vacancy.
 - (v) A Regular Full-time or Regular Part-time Employee cannot decrease her or his FTE to less than a .4 FTE pursuant to this Article, 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 her or his request.
 - (vii) Where a regular extended Shift Employee decreases her or his regular hours of work, the agreement referred to in the Letter of Understanding Re: Extended Work Day of the Collective Agreement, if required, shall be altered to reflect that change.
- (b) Increasing regular hours of work for Regular Part-time Employees:
- (i) (A) If regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available on the unit 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 working on the unit, in order of seniority. Subject to Article 14.14(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 14.14(b)(i)(B) above.
 - (iv) A request to increase 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.
 - (v) Any unassigned hours following the completion of Article 14.14(b) above will not remain subject to the provisions of Article 14.14.
 - (vi) A Regular Part-time Employee may add to her or his regular hours of work, only those hours from the vacant position(s) that can be accommodated in her or his schedule without violating the scheduling provisions of the Collective Agreement.
 - (vii) A Regular Part-time Employee may become a Regular Full-time Employee through the operation of Article 14.14.
 - (viii) No Regular Part-time Employee shall be permitted to increase her or his regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
 - (ix) Where a Regular Part-time extended Shift Employee increases her or his regular hours of work, the agreement referred to in the Letter of Understanding Re: Extended Work Day of the Collective Agreement, if required, shall be altered to reflect that change.
- (c) No Employee may decrease or increase her or his regular hours of work pursuant to Article 14.14 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 14.14 shall not be considered a violation of the Letter of Understanding Re: Severance.

- (e) Where any request pursuant to Article 14.14 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 14.14 shall be provided to the Union forthwith.
- (g) An Employee whose regular hours of work are altered through the operation of Article 14.14 shall not be required to serve a trial period.
- (h) Agreement to alter an Employee's regular hours of work in accordance with Article 14.14 shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; 30: Part-time, Temporary and Casual Employees; or 37: Extended Work Day.
- (i) This provision is not intended to circumvent the posting and recall provisions of Articles 14: Promotions, Transfers & Vacancies and 15: 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 14: Promotions, Transfers & Vacancies and 15: 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 14.14 (b)(iii) apply.

ARTICLE 15: LAYOFF AND RECALL

- 15.01
- (a) For the purposes of Article 15: Layoff and Recall, "ability to perform the work" shall be assessed by the Employer recognizing the need to provide a reasonable period of familiarization and orientation.
 - (b) The Employer will notify the Union of a possible reduction in the workforce or the elimination of a position. At the Union's request, the parties will meet to discuss the date for these to occur, the extent of these changes and possible alternatives. These discussions will not delay the reduction in the workforce or the elimination of the position.
- 15.02 **Notice**
- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off 28 calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the 28 calendar days notice shall not apply where layoff results from an Act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.

- (b) Where the layoff results from an Act of God, fire or flood, 28 calendar days notice is not required but up to four weeks pay in lieu thereof shall be paid to affected Employees.

15.03 Order of Layoff

- (a) Subject to the provisions of Article 15.03(b) and 15.04(a)(iii), layoff shall occur in reverse order of seniority.
- (b) Notwithstanding the provisions of Article 15.03(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 15.03(a) would result in retaining Employees who do not have the ability to perform the work.

15.04 Displacement

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall, provided the Employee has not less than 24 months of seniority:
 - (i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work;
 - (ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or
 - (iii) at the Employee's option, accept layoff with the right of recall.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within 10 consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18: Named Holidays, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.04.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.04(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 on that unit with an equivalent full-time equivalency, Shift pattern, and length of Shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time

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

- (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or
 - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.03 by serving notice pursuant to Article 15.02.
- (c) Where an Employee with less than 24 months of seniority has 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 15.03 by serving notice pursuant to Article 15.02.
- (d) Where an Employee's position is eliminated, and where an Employee is displaced as a result of a procedure under this Article, such Employee's rate of pay shall not be reduced until such time as the rate for the classification in which she or he is employed exceeds that of the Employee.
- (e) An Employee shall not be entitled to displace an Employee in a higher rated classification

15.05 **Recalls**

- (a) When increasing the work force, recalls shall be carried out in order of seniority provided the Employee can perform the required work satisfactorily. Such recall shall apply only to work periods of longer than 14 calendar days duration.
- (b) When the work period is for a shorter duration, the Employer shall endeavour to offer such work to laid off Employees in order of their seniority provided the Employee can perform the required work satisfactorily before offering the work to a Casual Employee. An Employee on layoff shall have the right to refuse an offer of a work period of 14 calendar days or less without adversely affecting the Employee's recall status.
- (c) The method of recall shall be by telephone and, if such is not possible, by registered letter or courier sent to the Employee's last known place of residence. The Employee so notified shall return to work as soon as possible but not later than five 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.

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

15.07 **Benefits**

- (a) The Employer shall make payment for its share of the full premium of the benefits referred to in Article 21.01 on behalf of the laid off Employee for the duration of the layoff to a maximum of three months premium.
- (b) Employees laid off for more than three months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premiums of the benefits referred to in Article 21.01.

15.08 **Application of Collective Agreement**

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions, 9: On-Call/Call Back, 14: Promotions, Transfers, & Vacancies and 37: Extended Work Day.
- (b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a Casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02 after the Employee has advised the Employer of 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.

15.09 Subject to operational requirements, Full-time Employees who have received layoff notice shall be allowed up to 15.5 hours off without a loss of earnings for the purpose of attending job interviews during the layoff notice period. The Employer will work with Part-time Employees who have received layoff notice to make reasonable effort to allow work assignments to change to accommodate interviews.

ARTICLE 16: CHARGE PAY

16.01 Charge Pay

- (a) When an Employee is designated in charge of a unit, such Employee shall be paid an additional \$2.00 per hour.
- (b) The Employer shall prepare a document specifying the roles and responsibilities of a person designated in charge, including the authority or process for augmenting staff. Copies of such documents shall be on hand at each nursing unit and shall be available to each Employee upon request.

ARTICLE 17: VACATIONS WITH PAY

17.01 Definitions

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

17.02 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:
 - (i) during the 1st year of such employment, an Employee earns a vacation of 15 working days;
 - (ii) during each of the 2nd to 9th years of employment, an Employee earns a vacation of 20 working days;
 - (iii) during each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 25 working days per year;
 - (iv) during each of the 20th and subsequent years of employment, an Employee commences to earn vacation with pay at the rate of 30 working days per year.
- (b) Where a new Employee has voluntarily terminated her or his previous employment and the Employee commences employment with the Good Samaritan Society within six months of the date of termination of employment with another Employer, the Employee shall accrue vacation entitlement as though her or his employment had been continuous, provided the Employee’s former Employer provides the Employee with a written statement of the Employee’s vacation entitlement.

(c) *Supplementary Vacation*

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

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional five work days vacation with pay.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional five work days vacation with pay.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional five work days vacation with pay.
- (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional five work days vacation with pay.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional five work days vacation with pay.

17.03 **Time of Vacation**

- (a) (i) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits her or his vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
- (ii) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within seven days of the request.
- (b) The Employer may establish a limit to the amount of vacation accrual an Employee is entitled to maintain on an ongoing basis. The limit on vacation accrual shall be one year's entitlement as specified in Article 17.02, which

may be carried forward into the Employer's next fiscal year. Where unusual circumstances exist, an Employee may request to accumulate vacation over the established limit. Such request shall not be unreasonably denied.

- (c) Notwithstanding Article 17.03(a) a Full-time or Part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:
 - (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (ii) such vacation can be taken at a mutually agreeable time.
- (d)
 - (i) Subject to Article 17.03(e) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one unbroken period.
 - (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
 - (iii) An Employee who chooses to take her or his vacation in broken periods shall be allowed to exercise her or his 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.
- (e) Notwithstanding Article 17.03(a), at the written request of the Employee, the Employer shall provide the Employee with vacation pay rather than vacation time with pay, for that portion of the Employee's vacation entitlement that exceeds four weeks.
- (f) No Employee shall have her or his vacation cancelled or rescheduled by the Employer unless it has been assessed to be a recognized critical unforeseen emergency and it can be demonstrated that a *bona fide* attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has her or his vacation cancelled by the Employer shall be paid 2X her or his Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation.

17.04 **Vacation Pay on Termination**

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of:

- (i) the unused period of vacation entitlement at the Employee's Basic Rate of Pay.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice for resignation, such Employee shall receive vacation pay at the rate prescribed in the *Employment Standards Code 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 18: NAMED HOLIDAYS

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

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

and any day proclaimed to be a holiday by:

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

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

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

- (b) work on the holiday when scheduled or required to do so.
- 18.03
- (a) Except as specified in Article 18.03(b) and Article 18.03(d)(i), 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 plus:
 - (i) an alternate day off at a mutually agreed time;
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.
 - (b) Except as specified in Article 18.03(d)(ii), 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 plus:
 - (i) an alternate day off at a mutually agreed time;
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay
 - (c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a) and (b) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within 30 calendar days following the Named Holiday of the option to be applied, the Employee shall have a day off with pay scheduled adjacent to a scheduled day of rest.
 - (d) In addition to an alternate day off, an Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
 - (i) Except as specified in Article 18.03(d)(ii) for all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.
 - (ii) For all overtime hours worked on August Civic Holiday and Christmas Day 3X their Basic Rate of Pay.
- 18.04
- When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Article 18.03 above.

- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06 (a) An Employee shall be so scheduled as to provide the Employee with days off on at least four of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two consecutive days where she or he will not be obliged to work (i.e. December 24 and 25; or December 25 and 26).
- (ii) An Employee granted New Year's Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two consecutive days where she or he shall not be obliged to work (i.e. December 31 and January 1; or January 1 and 2).
- (c) Where a Named Holiday falls on a Friday or a Monday, an Employee scheduled for days of rest on the adjacent weekend shall, where possible, be granted the Named Holiday off duty.

ARTICLE 19: SICK LEAVE

- 19.01 (a) Sick leave is provided by the Employer for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act R.S.A. 2000, c. W-15 and Regulations*.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from work due to such therapy shall be considered sick leave.
- 19.02 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 days.
- 19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 19.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when 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.

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

19.06 Sick leave shall be granted:

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

(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 19.06(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.

19.07 (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 her or his 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; or

(ii) incapable of performing the duties of her or his 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 and reinstate the Employee.

(b) An Employee who does not qualify for LTD benefits and who exhausts her or his sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay 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 her or his intention to return to work. The Employer shall then reinstate the Employee in the same classification which the Employee held immediately prior to the absence, subject to the Lay-off and Recall provisions of this Collective Agreement.

19.08 Upon request of an Employee, the Employer shall advise an Employee of her or his accrued sick leave credits.

19.09 (a) An Employee who has accrued sick leave entitlement under the terms of this Collective Agreement shall, upon the voluntary termination of employment with the Employer, be entitled to retain such entitlement provided the Employee enters into employment with an Employer who is also party to an agreement with an identical sick leave provision, within six months of the date of termination of employment. Otherwise, sick leave credits shall be cancelled and no payment shall be due therefore. The Employee shall be provided with a written statement of such entitlement upon termination.

(b) (i) 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 30.03, the Casual Employee shall not have access to the frozen sick leave bank.

(ii) Where a Casual Employee in Article 30.03 subsequently transfers to a regular or temporary position with the same Employer, such Employee shall have his or her frozen sick leave bank reinstated, and shall be eligible to access such sick leave pursuant to Article 19: Sick Leave.

(iii) Where an Employee terminates their employment with the Employer, and within six months of termination, obtains a casual position with an employer who is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port their sick leave bank to the new employer. The Employee's sick leave bank

shall be frozen. Pursuant to Article 30.03, the Casual Employee shall not have access to the frozen sick leave bank.

- (iv) Where an Employee terminates their employment with the Employer, and within six months of termination, obtains a regular or temporary position with an employer which is also party to an agreement with an identical sick leave provision, such Employee shall be entitled to port and activate the sick leave bank from their previous employer.

19.10 The Employer shall recognize sick leave credits accrued within other sites of the Good Samaritan Society when an Employee transfers across sites. Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefore.

19.11 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two hours during one work day. If the absence is longer than two hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

19.12 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, 14: Promotions, Transfers & Vacancies Extended Work Day.

19.13 Sick leave credits shall not accrue during any period of sick leave in excess of one month.

ARTICLE 20: WORKERS' COMPENSATION

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

20.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of 30 calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.

20.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

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

- (a) capable of performing the duties of her or his 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 classification and FTE 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 her or his former position, but is capable of performing the duties of her or his 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; or
- (c) incapable of performing the duties of her or his former classification, shall be entitled to benefits that the Employee is eligible for under Sick Leave or Long-term Disability, in accordance with Articles 19: Sick Leave or 21: 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.

20.05 An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act* shall receive 90% of net salary, as defined by the Workers' Compensation Board provided she or he assigns over to the Employer on proper forms the monies due to her or him from the Workers' Compensation Board for time lost due to accident.

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

20.07 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, 14: Promotions, Transfers & Vacancies and Extended Work Day.

20.08 In reinstating an Employee under Article 20.02(b), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee.

ARTICLE 21: PREPAID HEALTH BENEFITS

21.01 When the enrollment and other requirements of the benefit carriers have been met, the Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:

- (a) Alberta Health Care Insurance Plan;
- (b) An Extended Health Plan which provides benefits at no less than those in place on October 1, 2007; inclusive of:
 - (i) Vision care coverage providing for eye exams 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.
 - (ii) 80% direct payment provision for all medication prescribed by a qualified practitioner. (Subject to criteria that medication must be prescribed to correct or treat a medical condition based on a diagnosis made by a physician, dentist or nurse practitioner.)
- (c) Alberta Blue Cross current Usual and Customary Dental Plan or equivalent, which provides for the reimbursement of 80% of eligible Basic Services; 50% of eligible Extensive Services [including implants and appliances (appliances to include mouth guards for therapeutic use)], and 50% of eligible Orthodontic Services (including coverage for adults), in accordance with the current Alberta Blue Cross Usual and Customary Fee Guide. A maximum annual reimbursement of \$3000 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$3000 per insured person.
- (d) At the Employers' option, a "Supplementary Unemployment Benefit (SUB) Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- (e) A Group Insurance Plan, inclusive of:
 - (i) Basic Life Insurance;
 - (ii) Basic Accidental Death and Dismemberment Insurance;
 - (iii) Long Term Disability Insurance (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings at the Basic Rate of Pay to the established maximum following a 120 working day elimination period).

- 21.02 Where the benefits specified in Article 21.01 are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plan.
- 21.03 The premium costs shall be shared 75% by the Employer and 25% by the Employee.
- 21.04 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans.
- 21.05 (a) The Employer shall provide one copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- (b) The Employer shall advise the Provincial Office of the United Nurses of Alberta of all premium rate changes pursuant to Article 21.01(a) and (c).
- 21.06 Such coverage shall be provided to regular and Temporary Employees except for:
- (a) Part-time Employees whose regularly scheduled hours of work are fewer than 15 hours per week averaged over one complete Cycle of the Shift Schedule; and
- (b) Temporary Employees who are hired to work for a position of less than six months;
- which Employees are eligible to participate only in Articles 21.01(a), 21.01(b), (c) and (d) above.

ARTICLE 22: LEAVES OF ABSENCE

22.01 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 Articles 22.04 and 22.05, where an Employee is granted a leave of absence of more than a months duration, and that Employee is covered by any or all of the plans specified in Article 21: 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.
- (e) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (f) In reinstating an Employee under Articles 22.04(c) or 22.05(a), the Employer will consult with the Employee and the Union over possible suitable placements and reinstate the Employee.

22.02 **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.

22.03 **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 five calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement leave may be extended by up to two 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 with pay to attend the funeral services.

22.04 **Maternity Leave**

- (a) An Employee who has completed her probationary period shall, upon her 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 she commences maternity leave no later than the date of delivery.

- (b) Maternity leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, or LTD. Maternity leave shall not exceed 12 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan Benefits 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 her share of the benefit plan premium prior to the conclusion of the health-related period of maternity leave.
- (f) An Employee on such leave shall provide the Employer with at least two weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the Employee commenced leave.

22.05 **Adoption/Paternity Leave**

- (a) An Employee who has completed the probationary period shall, upon written request, be granted leave without pay and benefits for up to 12 months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least two weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by the Employee immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.

- (b) The Employee may commence adoption leave upon one days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) The Employee may commence paternity leave with one days notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.
- (d) 75%:25% premium cost sharing will continue for 12 full weeks of adoption/paternity leave provided that the Employee makes arrangements to prepay their share of the benefit plan premium prior to the commencement of the adoption/paternity leave or prior to the conclusion of the health-related period of maternity leave.

22.06 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first 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 three days leave without loss of regular earnings 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. Upon request, the Employee shall be required to provide proof of registration.
- (c) A Regular Employee registered to write the Gerontological Certification exam may be granted a maximum of two working days leave at their Basic Rate of Pay for the purposes of preparing for and writing the certification exam.

22.07 **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 matters arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled Shift(s) so missed.
- (b) An Employee required by law to appear in Court as a member of a jury or a witness shall be allowed time off without loss of regular earnings which the Employee would have normally received based on her or his regular hours of work. Any fee received as such juror or witness shall be paid to the Employer. An Employee acting as a voluntary witness shall not be paid for such absence.

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

22.08 **Special Leave**

- (a) Each calendar year, each Regular and Temporary Employee shall be entitled to up to four special leave days without loss of pay, 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 22.03. 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, or to arrange in advance time off work when needed through other means such as Shift trades, time off in lieu, or vacation. Employees are required to provide the Employer with notification of leave requirements as early as possible after determining the need. Employers 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. This may include sudden or unusual circumstances involving a need to attend to members of their immediate family.

- (b) *Terminal Care Leave*

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

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave in accordance with Article 22.08(a) and (b) when circumstances make it reasonable to do so.

22.09 Military Leave

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

22.10 Leave for Public Affairs

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

22.11 Statement of Policy

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

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

23.01 Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union. The Employer shall try to provide such written warning within 10 days, but in any event no later than 12 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

23.02 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a written warning to the Employee and a copy to the Union. The Employer shall try to provide such written warning within 10 days, but in any event no later than 12 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not act to restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

- 23.03 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five days of the action being taken. The Employer shall try to take the action of suspension or dismissal within 10 days but in any event no later than 12 days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When the action involves a suspension the notice shall specify the time period of the suspension.
- 23.04 An Employee who has been subject to disciplinary action may, after one year of continuous service, exclusive of absences of 30 consecutive days or more, or in any event, 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 above period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.05 The procedures stated in Articles 23.01, 23.02 and 23.03 do not prevent immediate suspension or dismissal for just cause.
- 23.06 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion an Employee may be accompanied by a representative of the Union. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 23.07 In the event that an Employee is reported to her or his licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested a written copy shall be forwarded to the Union forthwith.
- 23.08 An Employee absent without good and proper reason and without notifying the Employer shall be considered to have terminated her or his services with the Employer.
- 23.09 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 23.10 Twenty-eight calendar days notice in writing, shall be given by an Employee who resigns.
- 23.11 For the purpose of Article 23.01, 23.02, 23.03 and 23.06, periods of time referred to in "days" shall mean consecutive calendar days excluding Saturdays, Sundays, and Named Holidays and such timelines may be extended by mutual agreement of the Employer and the Union and such agreement shall not be unreasonably denied.

ARTICLE 24: NO STRIKE OR LOCKOUT

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

ARTICLE 25: SALARIES

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

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

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

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

- (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 CARNA that the Employee has completed a training program substantially equivalent to a NEPAB approved nursing education program, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration - examination or the Employee's most recent date of employment, whichever is later; and
- (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 her or his name entered into the register of Registered Nurses, shall be paid, for time worked after their most recent date of employment, at the rate applicable to a Registered Nurse. Such payment will be retroactive to the date the temporary permit was issued unless they had to write the examination more than once, in which case it will only be retroactive to the date the examination was successfully written.

- 25.03 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, the rates of pay applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay, this matter shall be referred to Arbitration as provided within this Collective Agreement. An Arbitration Board in such a case shall have the power to establish a rate of pay for the classification in question. The basic hourly salary scales for the classification shall be retroactive to the date the new classification was implemented.
- 25.04 Where the Employer has in place a system of depositing pay cheques in a bank on behalf of Employees, all Employees shall participate, providing that the deposit shall be made to the financial institution of the Employee's choice no later than 0800 hours on the designated pay day.
- 25.05 Except where payroll cheques or slips are distributed directly to the Employee by the payroll office, the Employer shall issue such cheques or slips in a manner which holds private information on such documents.
- 25.06 (a) The Employee's payroll cheque stub shall display the purpose and amount of each item of income. 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, overtime accumulation, and days in lieu of Named Holidays, at least semi-annually and 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 26: EDUCATIONAL ALLOWANCES

- 26.01 (a) For the purpose of establishing an Employee's Basic Rate of Pay, the Employer will recognize courses, diplomas and degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice offered by *bona fide* post secondary educational institutions.

Educational allowances shall be:

Course	Hourly Allowance
Clinical Course (including mid-wife course)	50¢
Active registration in CARNA plus diploma in Psychiatric Nursing (or vice versa)	50¢
Course in Nursing Unit Administration	50¢
One Year Diploma	50¢

CNA Certificate in Gerontology	70¢
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50
Doctorate	\$1.75

(b) An educational allowance for Baccalaureate Degree pursuant to Article 26.01(a) shall be payable only upon the Employee providing the Employer with satisfactory proof that the Baccalaureate Degree is:

(i) a Nursing Baccalaureate Degree program recognized:

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

(B) by CARNA as being a training program substantially equivalent to a NEPAB-approved Baccalaureate 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.

26.02 The allowances for a clinical course and for the course in Nursing Unit Administration are payable only when the course is applicable to the position held by the Employee.

26.03 Allowances for education are not cumulative and an Employee shall be paid only for the highest qualification attained, provided that, a Care Coordinator, subject to the limitation in Article 26.02 above, shall be paid for both a clinical course and the course in Nursing Unit Administration.

26.04 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

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

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

(b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top increment in the salary scale.

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

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

27.03 Subject to Article 27.01, an Employee's starting salary shall be adjusted effective the date the Employee submits proof to the Employer of previous experience, retroactive to 12 months or the Employee's date of hire, whichever is later. Where the Employee demonstrates to the Employer exceptional circumstances exist that prevented the provision of proof within 12 months, the Employer may agree to additional retroactivity.

ARTICLE 28: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

28.01 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.

28.02 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 64 hour period commencing at 1500 hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after 1500 hours on a Friday provided that greater than one hour is worked within a 64 hour period commencing at 1500 hours on a Friday.
- (c) to Employees working all overtime hours which fall within the 64 hour period commencing at 1500 hours on a Friday.
- (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.

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

ARTICLE 29: PENSION PLAN

Stony Plain, Southgate, Dr. Gerald Zetter (except those Employees participating in LAPP below), CHOICE Programs, Clearwater Centre South Ridge Village and Pembina Village only:

- 29.01
- (a) The Employer shall continue to provide the Defined Contribution Pension Plan and Employees covered by that plan shall continue to be covered by that Plan.
 - (b) The Employee and the Employer shall make matching biweekly contributions of 4% of her or his Basic Rate of Pay.
 - (c) The operation of the Defined Contribution Pension Plan referred to above, shall, at all times, be subject to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts entered into with the pension carrier. The Employer shall make available to all Employees participating in these plans, copies of information brochures.

Dr. Gerald Zetter only:

- 29.01
- (a) Employees working in regular positions at the Dr. Gerald Zetter Care Centre and participating in the Local Authorities Pension Plan may, subject to legal and other plan requirements, continue to participate in the Local Authorities Pension Plan.

- (b) For Employees hired at the Dr. Gerald Zetter Care Centre, the following provisions shall apply:
 - (i) The Employer shall contribute to the Local Authorities Pension Plan, as applicable, to provide benefits for participating Employees, provided they are scheduled to work at least 15 hours per week as averaged over one complete Cycle of the Shift Schedule, in accordance with the terms and conditions of the Plan.
 - (ii) Where an eligible Part-time Employee requests enrollment in a pension plan, the Employer shall facilitate such enrollment by providing the Employee with the necessary forms and submitting such forms as may be necessary to the applicable plan forthwith.
 - (iii) The Employer shall distribute to all Employees brochures and other relevant material outlining the pension plan upon hiring and when there are changes to the Plan.

Stony Plain, Millwoods, Southgate, Dr. Gerald Zetter, CHOICE Programs, Clearwater Centre South Ridge Village and Pembina Village only.

29.02 The Employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP). Effective on the Employee's date of enrollment, a Regular Employee shall have the right to contribute up to 2% of his or her regular earnings into the RRSP until December 31st of the year the Employee turns 71. The Employer shall match the Employee's contributions into the RRSP. An Employee who, by virtue of his or her age, no longer qualifies under this clause shall receive an additional 2% of her or his regular earnings.

ARTICLE 30: PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

30.01 Part-Time Employees

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

(a) *Hours of Work*

Amend Article 7.01(a) to read:

- 7.01 (a) (i) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than those for Full-time Employees. They may be less than 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 30.01(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, the Employee shall be paid the Employee's basic rate for hours worked up to 7.75 hours in a day and at 2X the applicable basic hourly 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.

Dr. Gerald Zetter, CHOICE Programs, Southgate and Clearwater:

- (b) (i) Amend Article 7.02(c) to read:

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

- (a) at least 15.5 hours off duty between Shifts;
 - (b) in a 14 day period, four days of rest, two of which must be consecutive and two may be single days of rest;
 - (c) days of rest on alternating weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty;
 - (d) not more than six consecutive scheduled days of work.
- (ii) Violation of any provision of Article 30.01(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.

Millwoods and Stony Plain:

- (b) (i) Amend Article 7.02(c) to read:

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

- (a) at least 15.5 hours off duty between Shifts;
 - (b) at least two consecutive days of rest;
 - (c) days of rest on two weekends in a four week period. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty;
 - (d) not more than six consecutive scheduled days of work.
- (ii) Violation of any provision of Article 30.01(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 2022.25 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.

(d) *Vacation with Pay*

- (i) Amend Article 17.02 to read:

- 17.02 (a) Only those hours of work paid at the Basic Rate of Pay, hours worked on a Named Holiday to a maximum of 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 30.01(d): (17.02(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 employment year;
- (ii) 8% during each of the 2nd to 9th employment years;
- (iii) 10% during each of the 10th to 19th employment years;
- (iv) 12% during each of the 20th and subsequent employment years.

(c) *Supplementary Vacation*

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

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

Hours specified in Article 30.01(d) (i): (17.02(a))	X	The applicable % outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation year.
--	---	--	---	--

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 2%.

- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 2%.
 - (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 2%.
 - (iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 2%.
 - (v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 2%.
- (d) Where a voluntarily terminated Employee commences employment within six months of date of termination of employment with either the same Employer or another Employer signatory to an agreement containing this provision, such Employee shall, accrue vacation entitlement as though his or her employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.
- (ii) Amend Article 17.04(a) to read:
- 17.04 (a) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 30.01(d) will be paid in compliance with Article 17.04(c).
- (e) *Named Holidays*
- Amend Article 18 to read:
- 18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays inclusive of the "Floater" holiday.
- 18.02 (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. 2X the Employee's Basic Rate of Pay shall be paid for work in excess of 7.75 hours on such day.

- (b) A Part-time Employee required to work Christmas Day or August Civic Holiday shall be paid at 2X the Employee's Basic Rate of Pay. 2 1/2X the Employee's Basic Rate of Pay shall be paid for work in excess of 7.75 hours on such day.
- 18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three Named Holidays shall be either Christmas or New Year's Day.
 - (b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, 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) An Employee granted New Year's Day off in accordance with Article 18.03(a) above, 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 Part-time Employee is not scheduled to work on what would otherwise be a regular work day directly as a result of a Named Holiday, those hours may, at the request of the Employee, be rescheduled in the Cycle of the Shift Schedule.
- (d) A Part-time Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
 - (i) Except as specified in Article 18.03(d)(ii), 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.
- (f) *Sick Leave*

Amend Article 19.02 to read:

- 19.02 (a) A Part-time Employee shall accumulate sick leave benefits on the basis of 1 1/2 days per month, 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. Such

Employee shall not be entitled to apply sick leave credits prior to the completion of the probationary period with the Employer.

- (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.

30.02 **Temporary Employees**

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

30.03 **Casual Employees**

Except as modified in this Article, all provisions of this Collective Agreement shall apply to Casual Employees except that 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 12: Seniority

Article 15: Layoff and Recall

Article 17: Vacations with Pay

Article 18: Named Holidays

Article 19: Sick Leave, except Article 19.10(b)

Article 20: Workers' Compensation

Article 21: Prepaid Health Benefits, and

Article 22: 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 14.02, the Employee shall receive the benefits of a Temporary Employee while filling that position.
 - (iii) Where a Casual Employee is regularly scheduled under the provisions of Article 2.03(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 four hours pay at the Employee's Basic Rate of Pay.

(B) If fewer than four hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Basic Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.
 - (v) A Casual Employee shall be entitled to overtime worked in excess of 155.0 hours averaged over a four week period (with a starting point established as the first day of the first pay period following 90 days from the date of ratification of this Collective Agreement).
- (b) *Increment Accrual*

Casual Employees shall be entitled to an increment on the completion of 2022.25 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 17 to read:

- 17.00 (a) Casual Employees shall be paid, in addition to their basic rate of pay, a sum equal to:
- (i) 6% of their regular earnings during the 1st employment year;
 - (ii) 8% of their regular earnings during the 2nd to 9th employment years;

- (iii) 10% of their regular earnings during the 10th to 19th employment years;
 - (iv) 12% of their regular earnings during the 20th and subsequent employment years; in lieu of vacations with pay;
 - (v) 12.4% of their regular earnings during the 25th and subsequent employment years; in lieu of vacations with pay.
- (b) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(d) *Named Holidays*

Amend Article 18 to read:

18.01 Casual Employees shall be paid in addition to their basic rate of pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.02 (a) A Casual Employee required to work on Named Holidays shall be paid at 1 1/2X the Employee’s basic rate of pay for work performed up to 7.75 hours. 2X the Employee’s basic rate of pay shall be paid for work in excess of 7.75 hours on such day.

(b) A Casual Employee scheduled to work on Christmas Day or August Civic Holiday shall be paid at 2X the Employee’s Basic Rate of Pay for work performed up to 7.75 hours. 2 1/2X the Employee’s Basic Rate of Pay shall be paid for work in excess of 7.75 hours on such day.

18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three Named Holidays shall be either Christmas or New Year’s Day.

(b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, 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) An Employee granted New Year’s Day off in accordance with Article 18.03(a) above, 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) A Casual Employee who is obliged to work overtime on a Named Holiday shall be paid as follows:
 - (i) Except as specified in Article 18.03(d)(ii), 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.
- (e) Casual Employees shall be eligible for Workers’ Compensation benefits in accordance with the laws of Alberta.
- (f) In the event an Employee is required to serve as a witness, in a court of law, in matters arising out of her or his employment, the Employee shall be granted leave of absence at her or his regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

ARTICLE 31: COPIES OF COLLECTIVE AGREEMENT

- 31.01 Following the signing of the Collective Agreement, each Employee affected shall be provided with a copy by the Employer within seven days of receipt of the copies by the Employer. The Collective Agreement shall be printed in booklet form by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.
- 31.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon hiring.

ARTICLE 32A: GRIEVANCE PROCEDURE

32.01A Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article and Article 33: Arbitration shall be sufficient if sent by registered mail or delivered to the President or Secretary of the Union except where an alternate person is specified in advance by the Union in writing.

- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 33: Arbitration shall be sufficient if delivered to the Chief Executive Officer or her or his designate.
- (c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer's premises.

32.02A Definition of Time Periods

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

32.03A 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 (Site Manager)*

The grievance shall be submitted in writing to the Site Manager, or designate, within ten (10) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance. The grievance shall state the clause(s) and/or Article(s) claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Site Manager, or designate, shall be communicated, in writing, to the Union within seven (7) days of the receipt of the grievance at Step 2. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

If the management person at Step 1 and Step 2 are the same person, the Union may advance the grievance from Step 1 to Step 3.

(c) *Step 3 (Director of Operations)*

If the decision of the Employer at Step 2 is not acceptable to the Union or the grievance can be advanced from Step 1 to Step 3 pursuant to clause 32.03A(b), the grievance shall be submitted in writing to the Director of Operations, or designate, within seven (7) days of the outcome of Step 1 or Step 2, whichever applies. The parties shall meet for the purpose of resolving the grievance within twenty (20) days of the receipt of the grievance at Step 3. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. If the grievance is not resolved at the Step 3 meeting, the Employer shall communicate its final decision, in writing to the Union within seven (7) days of the meeting. The representatives of the parties at the meeting shall have the authority to resolve the grievance, and the ability to obtain any necessary additional authority and communicate their position within two working days of the meeting.

(d) *Step 4 (Arbitration)*

If the decision of the Employer at Step 3 is not acceptable to the Union, it may submit the grievance to Arbitration as hereinafter provided within seven (7) days of receipt of the decision from the Employer.

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

32.04A Disputes Between the Parties: Group, Policy and Employer Grievances

(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 by the Union or the Employer, in writing, to the Director of the Department or equivalent or Local Union President, by a representative of the aggrieved party within ten days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

32.05A Default

(a) Should the Employer or the Union or the Employee fail to comply with any time limit in the grievance procedure, following the filing of the grievance at

Step 2, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limit.

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

32.06A **Mediation**

- (a) Following attempts to resolve the dispute at Steps 1, 2 or 3, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.
 - (i) The mediator shall, within 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.
- (b) The timelines specified at each step of the grievance and Arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
- (c) The expenses of the mediator shall be borne equally by both parties.

ARTICLE 32B: COMPENSATION ERRORS

- 32.01B A compensation error is an overpayment or underpayment to Employees which can be quantified in a dollar value including but not limited to wages, benefits, accruals and underpayment of premiums which arise as a result of administrative, process or system error.

32.02B Employers are entitled to recover overpayments from Employees' earnings according to the following procedures:

- (a) When an Employer discovers a compensation overpayment has been made that it wishes to recover it must advise the Employee of the cause and amount of the overpayment and provide an explanation of how the amount was calculated.
- (b) If the amount involved is less than \$200, the advice in (a) may be oral and, provided the Employee gives, and the Employer records the fact of, their oral agreement, the Employer may recover the overpayment in any way the Employee agrees is appropriate. A copy of the Employer's note of the oral agreement will be sent to the Union and the Employee.
- (c) If the amount involved exceeds \$200 or, following oral advice, the Employees' consent has not been obtained, the advice given under (a) shall be set out in writing in the form attached as Appendix A, with a copy to the Union and the Employee.
- (d) An Employee receiving an Overpayment Recovery Notice must reply to that notice as soon as possible and in any event within 25 days.
- (e) The Employer may recover overpayments by deductions from an Employees' earnings:
 - (i) in any way agreed to by the Employee orally under (b) or in writing;
 - (ii) if the Employee fails to reply after 25 days of receiving an overpayment recovery notice or the parties cannot agree on a repayment schedule, then starting with the Employee's next pay cheque, at a rate not to exceed \$25 per \$200 of Gross Earnings;
 - (iii) if the Employee resigns or is terminated for cause, from their final pay cheque or other funds due on termination.
- (f) If the Employee still disputes the validity or the amount of the overpayment, the parties will, within 20 days meet and attempt to resolve the issue. If it remains unresolved, they will set out, in writing:
 - (i) the facts said to give rise to the overpayment;
 - (ii) the conflicting versions of the facts on the points of disagreement;
 - (iii) if liability is disputed, the basis of that dispute.
- (g) The statement in (f) will be forwarded to an arbitrator for summary adjudication. If the parties are unable to agree upon the choice of an

arbitrator, they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint an arbitrator. The arbitrator may, in addition to exercising an arbitrator's customary powers, and without limiting those powers:

- (i) resolve the matter based on written submission alone;
- (ii) use a conference call hearing in lieu of an in-person hearing.

The fees and expenses of the arbitrator shall be borne equally by the two parties to the dispute.

- (h) In any adjudication the onus of proving the overpayment is upon the Employer.
 - (i) Disputes over overpayment liability involving similar facts shall be consolidated into a single hearing wherever possible.
- 32.03B The above process is not intended to affect other payroll adjustments/deductions that occur as a result of informal discussions between the Employee and their Manager(s)/Time Keeper that result from errors in time entries and that are agreed upon by the Employee through these informal discussions. The above process will only apply if an error and resulting adjustment/deduction cannot be resolved through submission of a time sheet correction.

ATTACHMENT A

Overpayment Recovery Notice

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

Name:	
Employee Number:	Date:

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

If there has been an overpayment it must be repaid. Fill in your choice of repayment method in box 2.

If you believe there has not been an overpayment, fill in box 3 and explain why.

If you agree there has been an overpayment but dispute the amount fill in box 2 for the amount overpaid and box 3 explaining why and how the amount is wrong.

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

Collect the entire amount from my next cheque.

Collect \$ _____ dollars over the next _____ pay periods.

Attached is a personal cheque for the entire amount.

Attached are __ post-dated cheques for \$ _____ each to address the amount in full.

Please collect the amount of recovery required from one or more of the following:

Overtime Bank
Statutory Holiday Bank
Vacation Bank

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

Repayment/Preference Agreed:

Employer Signature

Date

Employee Signature

Date

Please direct replies to:

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

cc: UNA

ARTICLE 33: ARBITRATION

- 33.01 Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing to its intention to do so; and
- (a) name its appointee to the Arbitration Board; or
 - (b) state its desire to meet to consider the appointment of a single arbitrator.
- 33.02 Within seven days after receipt of notification provided for in Article 33.01 above, the party receiving such notice shall:
- (a) inform the other party of the name of its appointee to an Arbitration Board; or
 - (b) arrange to meet with the other party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.
- 33.03 Where appointees to a Board have been named by the parties, they shall, within seven days, endeavour to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.
- 33.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within 21 days and hear such evidence as the parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the parties within 14 days after the completion of the hearing.
- 33.05 The decision of a majority of a Board of Arbitration, or if there is no majority the decision of the chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the parties.
- 33.06 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the arbitrator or Board may substitute any penalty for the discharge or discipline that to the arbitrator or Board seems just and reasonable in all the circumstances.
- 33.07 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two parties to the dispute.

- 33.08 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 33.09 For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18: Named Holidays.

ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY

- 34.01 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.
- 34.02
- (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 representing recognized functional bargaining units. This Committee shall meet once a month, 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 Basic Rate of Pay for attendance at Committee meetings. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied.
 - (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union, and other bargaining groups, referred to in (a), prior to circulation.
 - (c) The purpose of the Committee is to consider such matters as occupational health and safety and the Union may make recommendations to the Employer in that regard.
 - (d) If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor in an excluded management position. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.
 - (e) The Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
 - (f) (i) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or his or her designate(s), shall take

place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Union within seven calendar days of the resolution meeting.

- (ii) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within 14 calendar days of the presentation by the Union.

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

- 34.04
- (a) No Employee shall be assigned to work alone in a facility or on a unit.
 - (b) Where an Employee is assigned to work alone in other than a unit, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee.

34.05 Where an Employee requires specific immunization and titre, as a result of or related to the Employee's work, it shall be provided at no cost.

- 34.06
- (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.

34.07 The Employer shall:

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

34.08 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 Union.

ARTICLE 35: IN-SERVICE, EDUCATION, PROFESSIONAL DEVELOPMENT AND FEES

- 35.01 (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.

35.02 Professional Development Days

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

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

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

35.03 Travel

Employees who are required by the Employer to attend staff development activities shall be reimbursed for required transportation, course material and registration fees and shall be paid at the applicable rate of pay.

- 35.04 (a) The Employer will reimburse Employees (who at the beginning of their next registration year have active registration in their Professional College) \$100 for their dues if they have accumulated 684.6 or more regular hours actually worked in the previous fiscal year.

Effective January 1, 2016:

- (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 business;
 - (ii) Other leaves of absence of one 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 College and Association of Registered Nurses of Alberta;
 - (ii) The College of Registered Psychiatric Nurses of Alberta; or
 - (iii) Any alternative Professional College acceptable to the Employer.

ARTICLE 36: PROFESSIONAL RESPONSIBILITY

- 36.01
- (a) In each site, a Professional Responsibility Committee (Committee) shall be established with up to three Employees elected by the Union and up to three representatives of the Employer. A Chair shall be elected from amongst the Committee. The Committee shall meet at least once a month at a regularly appointed time, and within ten days of receiving a written complaint regarding patient/resident/client care.
 - (b) Alternate representatives may be designated from the same group.
 - (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the 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 patient/resident/client care including staffing issues.

- (e) Where an issue is specific to one unit the Union shall discuss the issue with the most immediate supervisor in an excluded management position before the matter is discussed at the Committee.
- (f) The parties will provide available relevant information to allow for meaningful discussion of 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).
- (g) Should an issue not be resolved by the Committee, the issue shall be referred to the Chief Executive Officer (CEO). A resolution meeting between the Union and the CEO, or his or her designate(s), shall take place within 21 calendar days of the issue being referred to the CEO. The CEO or designate(s) shall reply in writing to the Union within seven calendar days of the resolution meeting.
- (h) Should the issue remain unresolved following the CEO's written response, the Union may request and shall have the right to present its recommendation(s) to the governing Board. The governing Board shall reply in writing to the Union within 14 calendar days of the presentation by the Union.
- (i) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.

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

ARTICLE 37: EXTENDED WORK DAY

37.01 At the request of either party, the parties will meet to discuss the possible implementation of an extended work day and resultant compressed work week. Extended work day provisions will only be implemented by mutual agreement between the Employer and the Union.

For Clearwater Centre only:

37.01 The parties agree that the following extended workday provisions shall apply to employees at Clearwater Centre. The extended workday provisions may be cancelled by mutual agreement between the parties.

The parties acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, all other Articles of this Collective Agreement shall remain in full force and effect as between the parties.

37.02 (A) Amend Article 7.01(a) in its entirety to read:

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

- (i) be a consecutive time period of 11.08 hours per day;
- (ii) be 77.56 hours bi-weekly
- (iii) not exceed 12 hours per day maximum in-house hours, as determined by the start and finish times of the Shift, except where overtime is necessitated.

(B) Amend Article 7.01(b) in its entirety to read:

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

- (i) include as scheduled by the Employer, three rest periods of 15 minutes during each full working Shift; and
- (ii) exclude, as scheduled by the Employer, two meal periods of 30 minutes each. Two or more meal periods or rest periods may be combined by agreement between the Employee and the Employer.

(C) Amend Article 7.02,(c) to read:

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

- (i) at least 12 hours off duty between Shifts;
- (ii) at least two consecutive days of rest per week;
- (iii) two weekends off duty in each four week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 72 hours.
- (iv) not more than three consecutive extended Shifts nor more than five extended Shifts per week.

(D) Amend Article 30.01(a) to read:

30.01(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 11.08 hours per day and in any event, shall be less than 77.56 hours bi-weekly.
- (ii) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- (iii) A Part-time Employee may work Shifts in addition to those specified in Article 30.01(a).
- (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, the Employee shall be paid the Employee's basic rate for hours worked up to 11.08 hours in a day and at 2X the applicable basic hourly rate for those hours worked in excess of 11.08 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.

(E) Amend Article 30.01(b) to read:

30.01(b) Amend Article 7.02 (c) to read:

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

- (i) at least 12 hours off duty between Shifts;
- (ii) at least two consecutive days of rest per week;
- (iii) two weekends off duty in each four week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least 72 hours;
- (iv) not more than three consecutive extended Shifts nor more than five extended Shifts per week.

37.03 Amend Article 8.01(a) to read:

8.01 (a) Overtime is all time authorized by the Employer and worked by the Employee in excess of 11.08 hours per day or on scheduled days of rest.

37.04 Amend Article 11.03 to read:

11.03 The Employer shall provide a paid orientation period for all new Employees. The Employee's first seven Shifts of patient/resident/client care shall be under guidance or supervision. By mutual agreement, the number of orientation shifts may be adjusted. Orientation to the site shall be provided prior to the conclusion of the aforementioned seven Shifts. Where the Employee will be on rotating Shifts, the first four Shifts shall be day Shifts and the Employee's first two Shifts on evenings and nights shall be under guidance or supervision. The broader orientation to the organization may be provided beyond the aforementioned seven Shifts as determined by the Employer. Additional orientation will be provided upon request.

37.05 Amend Article 17.02(a) to read:

17.02 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following year. The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:
- (i) During the 1st year of such employment, an Employee earns a vacation of 116.25 working hours per year;
 - (ii) During each of the 2nd to 9th years of employment, an Employee earns vacation of 155 working hours per year;
 - (iii) During each of the 10th to 19th years of employment, an Employee commences to earn vacation with pay at the rate of 193.75 working hours 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 232.5 working hours per year.

37.06 Amend Article 17.02 (c) to read:

17.02 (d) Supplementary Vacation

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

- (i) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional 38.75 hours.
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional 38.75 hours.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional 38.75 hours.

(iv) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional 38.75 hours.

(v) Upon reaching the employment anniversary of 45 years of continuous service, Employees shall have earned an additional 38.75 hours.

37.07 Amend Article 18.01 by adding (c) to read:

18.01 (c) It is agreed that a Full-time Employee covered by this Article shall be entitled to 11 Named Holidays and one Floater Holiday as specified, and shall be paid for same at the Employee's Basic Rate of Pay for 7.75 hours to a maximum of 93 hours per annum.

37.08 Amend Article 18.03 by adding (e) to read:

18.03 (e) pay for the day referred to in (a), (b) and (c) shall be for 7.75 hours.

37.09 Amend Article 19.02 to read:

19.02 An Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of 11.625 hours for each full month of employment to a maximum credit of 930 hours.

37.10 Amend Article 19.03 to read:

19.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of hours thus paid shall be deducted from the Employee's accumulated sick leave credit to the total number of the Employee's accumulated credit at the time sick leave commenced.

37.11 Amend Article 19.05 to read:

19.05 When an Employee has accrued the maximum sick leave credit of 930 hours, 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.

37.12 Amend Article 28 to add:

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

37.13 Amend Article 30.01(e) to read:

18.01 Part-time Employees shall be paid in addition to their Basic Rate of Pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays, inclusive of the “Floater” holiday.

18.02 (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 11.08 hours.

(b) A Part-time Employee required to work Christmas Day or August Civic Holiday shall be paid at 2X the Employee’s Basic Rate of Pay.

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

(i) Except as specified in Article 37.14 [18.02(c)(ii)] for all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

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

18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three of the actual Named Holidays. Unless otherwise requested by the Employee one of these three Named Holidays shall be either Christmas or New Year’s Day.

(b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, 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) An Employee granted New Year’s Day off in accordance with Article 18.03(a) above, 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).

37.14 Amend Article 30.01(f) to read:

(a) Part-time Employees shall accumulate sick leave benefits on the basis of 11.625 hours per month pro-rated on the basis of the hours worked by the

Part-time Employee in relation to the regularly scheduled hours for Full-time Employees.

- (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.

37.15 Amend Article 30.03(d) to read:

18.01 Casual Employees shall be paid in addition to their basic rate of pay a sum equal to 4.8% of their regular earnings in lieu of Named Holidays inclusive of the “Floater” holiday.

18.02 (a) A Casual Employee required to work on Named Holidays shall be paid at 1 1/2X the Employee’s basic rate of pay for work performed up to 11.08 hours.

(b) A Casual Employee scheduled to work on Christmas Day or August Civic Holiday shall be paid at 2X the Employee’s Basic Rate of Pay for work performed up to 11.08 hours.

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

(i) Except as specified in Article 37.16 [18.02(c)(ii)] for all overtime hours worked on a Named Holiday 2.5X their Basic Rate of Pay.

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

18.03 (a) An Employee shall be scheduled so as to provide the Employee with days off on at least three of the actual Named Holidays. Unless otherwise requested by the Employee, one of these three Named Holidays shall be either Christmas or New Year’s Day.

(b) (i) An Employee granted Christmas Day off in accordance with Article 18.03(a) above, 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) An Employee granted New Year’s Day off in accordance with Article 18.03(a) above, 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)

ARTICLE 38: TECHNOLOGICAL CHANGE

38.01 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 39: JOB DESCRIPTION

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

ARTICLE 40: COMMITTEE PARTICIPATION

40.01 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.

ARTICLE 41: EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

41.01 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

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

AND

**THE UNITED NURSES OF ALBERTA,
LOCALS #212, #223 AND #316**

RE: TRANSFER OF PROGRAMS

1. The parties agree that where services or programs are moved between different bargaining units of an Employer(s), which are both represented by a Local of the United Nurses of Alberta and signatory to an agreement containing this provision, or individually by a United Nurses of Alberta Local and a non-United Nurses of Alberta bargaining unit signatory to a Collective Agreement with an identical program transfer provision, the parties will meet to discuss implications for Employees working in those services or programs.
2. In the event that a program or service has been transferred pursuant to #1 Employees affected directly shall have, in addition to rights specified in Article 15: Layoff and Recall, the right to transfer to the newly created positions within the other bargaining unit, to the extent that such positions are available, and to the extent that the affected Employees have the ability to perform the work. If there are remaining vacant newly created positions within the receiving bargaining unit, these positions shall be filled in accordance with the Layoff and Recall provisions in the receiving bargaining unit. If there are remaining vacant newly created positions following this, those Employees indirectly affected by the program or service transfer shall have, in addition to the rights specified in Article 15: Layoff and Recall, the right to transfer to the newly created positions, to the extent that the positions are available and to the extent that the Employees have the ability to perform the work, for up to 30 days from the date of the transfer.
3. An Employee who transfers pursuant to #2 shall be subject to the terms and conditions of the applicable Collective Agreement of the receiving bargaining unit, maintain seniority provisions and shall not be required to serve a probationary period or a trial period.
4. The parties may enter into individual, specific transfer agreements consistent with the principles, terms and conditions contained in this Letter of Understanding, however, it is expressly agreed that in the absence of any transfer agreement, general or specific between the individual parties, the terms and conditions expressed within this Letter of Understanding shall apply in full.

LETTER OF UNDERSTANDING 2

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

AND

**THE UNITED NURSES OF ALBERTA,
LOCALS #212, #223 AND #316**

RE: PROFESSIONAL RESPONSIBILITY

The Employer recognizes its' obligation to create and maintain a work environment that allows Registered Nurses to practice in accordance with the CNA Code of Ethics and AARN Practice Standards, including those related to Accountability, Autonomy and Advocacy.

The terms of reference for the Professional Responsibility Committee will include these principles.

LETTER OF UNDERSTANDING 3

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

AND

**THE UNITED NURSES OF ALBERTA,
LOCALS #212, #223 AND #316**

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 3 of this Letter of Understanding:
 - (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two week's full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of 40 weeks pay.
 - (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two week's full-time pay at their Basic Rate of Pay for each full period of 1711.5 hours worked at the Basic Rate of Pay to a maximum of 40 weeks pay.
 - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has received layoff notice in accordance with Article 15: 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 15: 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. A Regular Employee who receives notice of layoff shall have 14 calendar days from the date the notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the Severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 15: Layoff and Recall of this Collective Agreement.
7.
 - (a) Employees who select severance will not be eligible for rehire by any Employer who is a party to a Collective Agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending March 31, 2017 or upon the date of ratification of the next Collective Agreement, whichever is later.

LETTER OF UNDERSTANDING 4

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

AND

**THE UNITED NURSES OF ALBERTA,
LOCALS #212, #223 AND #316**

RE: PENSION

The parties agree that:

The percentage rates of the Employer and Employee contributions to the Defined Contribution Pension Plan will match the percentage rates of the Employer and Employee contributions to the Local Authorities Pension Plan applicable to Employees in Local #314 at the Dr. Gerald Zetter Care Centre. In the event the percentage rates of the Employer and Employee contributions to the Local Authorities Pension Plan changes following November 16, 2015, the percentage rates of the Employer and Employee contributions to the Defined Contribution Pension Plan will be adjusted to match them.

LETTER OF UNDERSTANDING 5

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

AND

**THE UNITED NURSES OF ALBERTA,
MEDICINE HAT AND PEMBINA VILLAGE**

RE: EXTENDED WORK DAY

WHEREAS the parties agree as follows:

1. The Union and the Employer have agreed to implement a system employing a modified work day. The list of area and positions affected may be amended from time to time by agreement of the parties.
2. The Employer agrees to provide the Union with a list of Employees who were working a modified work day on the date this Collective Agreement begins to operate.
3. Any agreement made pursuant to (1) above, may be terminated by either party to this Collective Agreement providing to the other party 18 weeks notice in writing of such intent.
4. The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when an extended work day is implemented, all other Articles of this Collective Agreement shall remain in full force and effect as agreed to between the parties.
5. Part-time Employees may work a combination of regular Shifts and extended Shifts.
6. Regular hours of work for an extended Shift shall be 11.08 consecutive hours per day.
7. Regular hours of work shall be deemed to:
 - (a) include, as scheduled by the Employer, three rest periods of 15 minutes during each working Shift of not less than 11 hours and five minutes; and
 - (b) exclude, as scheduled by the Employer, two meal periods of 30 minutes during each working Shift of not less than 11 hours and five minutes;

8. Except in cases of emergency or by mutual agreement between an Employee and the Employer, Shift schedules shall provide for:
 - (a) at least 11 hours and 55 minutes off duty between Shifts;
 - (b) not more than four consecutive scheduled days of work.
9. Overtime is all time authorized by the Employer and worked by an Employee in excess of the regular daily specified in 6 and 7 above, or on scheduled days of rest.
10.
 - (a) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer required an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay.
 - (b) If an Employee is recalled to duty during her meal period or rest period, she shall be given a full meal period or rest period later in her Shift, or where that is not possible, be paid for the meal period or rest period at 2X her Basic Rate of Pay rather than at straight time.
11. Employees working modified hours of work will have all benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been modified. This will result in no loss or gain in Employee benefits and entitlements.
12. Employees working the extended workday shall be entitled to the higher of Article 28.01(a) or Article 28.01 (b).

LETTER OF UNDERSTANDING 6

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

- AND -

**UNITED NURSES OF ALBERTA
DR. GERALD ZETTER, CHOICE AND SOUTHGATE**

RE: MERGER OR DIVISION OF UNITS

The parties agree the Employer retains the right to create positions that entail regularly working on more than one unit, and when such positions are created, the posting will clearly indicate this. Although the Employer retains the right to create multi-unit positions and float positions, the norm will be that Employees will continue to be employed in a single unit. The parties further agree that notwithstanding any provision of this Collective Agreement, in the event that the Employer combines multiple units on the same site into a single unit or divides a single unit into multiple units, no notice of position elimination shall be required, provided that there is no other substantial change to the Employee's position. This does not preclude the Employer from requiring an Employee to "float" to another unit on an exceptional basis in order to meet operational requirements; or preclude an Employee from agreeing to work additional Shifts on other units.

LETTER OF UNDERSTANDING 7

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

- AND -

**UNITED NURSES OF ALBERTA
LOCALS # 212, #223 AND #316**

RE: SCHEDULING

For the purposes of Article 7: Hours of Work and Scheduling Provisions, the parties agree to the following:

1. Article 7.02(a) shall apply as written, but does not obligate the Employer to any specific labeling system. However, for Employees working night Shifts, at no time shall an Employee be scheduled to work more than one hour on a day considered to be a scheduled day of rest.
2. For the purposes of Article 7.02(g)(ii) “two consecutive days of rest” the parties shall meet within 90 days following ratification of the collective agreement to discuss and attempt to mutually agree to interpretation guidelines.
3. “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.

LETTER OF UNDERSTANDING 8

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

- AND -

**UNITED NURSES OF ALBERTA
LOCALS # 212, #223 AND #316**

RE: RETENTION OF EXPERIENCED EMPLOYEES

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

1. Retention Recognition

- (a) In addition to the rates of pay specified in the Salary Appendix, Employees with 20 or more calendar years of nursing service shall receive a 2% Special Long Service Pay Adjustment. This adjustment shall form part of the Employee's Basic Rate of Pay.
- (b) Calendar years of nursing service to determine eligibility for the Special Long Service Pay Adjustment will be based upon the calendar years registered with any nursing licensing body.
- (c) Within 90 days of:
 - (i) ratification of the Collective Agreement, or
 - (ii) date of employment, or
 - (iii) achieving 20 calendar years of nursing service,

an Employee eligible for a pay adjustment in paragraph 1(a) above shall provide the Employer with reasonable proof of the Employee's calendar years of nursing service, as described in paragraph 1(b) above. An Employee who requires further time to obtain reasonable proof shall, within the 90 days above, provide the Employer with written notice of their efforts, in which case, the Employer shall provide a reasonable extension of time for providing such proof.

LETTER OF UNDERSTANDING 9

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

- AND -

**UNITED NURSES OF ALBERTA
LOCALS # 212, #223 AND #316**

RE: MARKET CONDITION LUMP SUM PAYMENT

The parties agree that effective the date of ratification:

1. Employees shall receive a lump sum payment, as follows:
 - (a) Full-time Employees shall receive:
 - (i) \$875 in the first pay period following September 30; and
 - (ii) \$875 in the first pay period following March 31.
 - (b) Part-time and Casual Employees shall receive:
 - (i) \$875 in the first pay period following September 30, pro-rated to their regular hours actually worked between between April 1, and September 30; and
 - (ii) \$875 in the first pay period following 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, and

- (f) Time on vacation with pay.
3. Employees who commence employment or change her or his employment category within one of the defined qualifying periods shall have their entitlement pro-rated.
 4. Employees terminating employment 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. This Letter of Understanding shall be subject to if the Good Samaritan has the ability to make a payment provided that:
 - (a) the Employer provides notice to the Union 60 days prior to the payment; and
 - (b) the Employer provides the Union their updated financial information when notice is given; and
 - (c) if the Union disagrees that the Employer has an inability to pay, the issue will be advanced to Arbitration, with a sole Arbitrator, as per Article 33: Arbitration forthwith.

LETTER OF UNDERSTANDING 10

BETWEEN

**THE GOOD SAMARITAN SOCIETY
 (A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

- AND -

**UNITED NURSES OF ALBERTA
 LOCALS # 212, #223 AND #316**

RE: COST OF LIVING LUMP SUM

The parties agree that:

- For the April 1, 2016 wage increases in the Salary Appendix, if the Consumer Price Index (CPI), based on the Statistics Canada Annual Alberta CPI figure for 2015, is above 5%, then an Employee shall receive a Cost of Living Lump Sum payment, paid semi-annually, calculated as follows:

(a)

Change in Alberta 2015 CPI	-	5%	=	Cost of Living Protection (%)
----------------------------	---	----	---	-------------------------------

(b)

Cost of Living Protection (%)	X	Regular hours actually worked between April 1, 2016 - September 30, 2016	X	Basic Rate of Pay on March 31, 2016	=	September 30, 2016 Cost of Living Lump Sum Payment*
-------------------------------	---	--	---	-------------------------------------	---	---

(c)

Cost of Living Protection (%)	X	Regular hours actually worked between October 1, 2016 - March 31, 2017	X	Basic Rate of Pay on March 31, 2016	=	March 31, 2017 Cost of Living Lump Sum Payment**
-------------------------------	---	--	---	-------------------------------------	---	--

- * Cost of Living Lump Sum Payment to be paid on the first pay day following the pay period which includes September 30, 2016.
 - ** Cost of Living Lump Sum Payment to be paid on the first pay day following the pay period which includes March 31, 2017.
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 (1) month or less,
 - (c) Time on sick leave with pay,
 - (d) Absences while receiving Workers’ Compensation,
 - (e) Educational leave up to 24 months, and
 - (f) Time on vacation with pay.

LETTER OF UNDERSTANDING 11

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

- AND -

**UNITED NURSES OF ALBERTA
LOCALS #8, # 212, #223 AND #316**

RE: 2013-2016 LUMP-SUM PAYMENTS

The Union and Employer agree to the following lump sum payment provisions:

1. Lump Sum #1 – For Hours Actually Worked Between April 1, 2013 and March 31, 2014
 - (a) The \$1,500 amount of the lump sum is for Regular and Temporary Full-Time Employees.
 - (b) For Part-Time and Casual Employees, the \$1,500 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2013 and March 31, 2014 to the full-time hours of work at their site, to a maximum of \$1,500.
 - (c) The Employee's status shall be based on their status on the date of ratification.
 - (d) The Employer shall pay the lump sum within 90 days from the date of ratification of the Collective Agreement.
2. Lump Sum #2 - For Hours Actually Worked Between April 1, 2014 and March 31, 2015
 - (a) The \$1,000 amount of the lump sum is for Regular and Temporary Full-Time Employees.
 - (b) For Part-Time and Casual Employees, the \$1,000 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2014 and March 31, 2015 to full-time hours of work at their home site, to a maximum of \$1,000.
 - (c) The Employee's status shall be based on their status on the date of ratification.

- (d) The Employer shall pay the lump sum within 90 days from the date of ratification of the Collective Agreement.
- 3. Lump Sum #3 - For Hours Actually Worked Between April 1, 2015 and March 31, 2016
 - (a) The \$1,000 amount of the lump sum is for Regular and Temporary Full-Time Employees.
 - (b) For Part-Time and Casual Employees, the \$1,000 amount is to be prorated based on the proportion of their regular hours actually worked between April 1, 2015 and March 31, 2016 to full-time hours of work at their home site, to a maximum of \$1,000.
 - (c) The Employee's status shall be based on their status on March 31, 2016.
 - (d) The Employer shall pay the lump sum by June 30, 2016.
- 4. For the purposes of this Letter of Understanding,
 - (a) "Regular hours actually worked" includes:
 - (i) Leaves of absence for Union and Local business;
 - (ii) Other leaves of absence of one (1) month or less;
 - (iii) Time on sick leave with pay;
 - (iv) Absences while receiving Workers' Compensation; and
 - (v) Educational leave up to 24 months.
 - (b) All amounts are subject to applicable deductions.
 - (c) Such lump sum payments shall not be pensionable.

LETTER OF UNDERSTANDING 12

BETWEEN

**THE GOOD SAMARITAN SOCIETY
(A LUTHERAN SOCIAL SERVICE ORGANIZATION)**

- AND -

**UNITED NURSES OF ALBERTA
LOCAL #8, #212, #223 & 316**

RE: DUES REMITTANCE REPORTING AND SENIORITY LISTS REVIEW

Within ninety (90) calendar days of the signing of the new Collective Agreements, the Union and the Employer will meet to discuss the following:

1. Article 5 - Dues Remittance Reporting

Dues Remittance reporting including a review of the content of and submission of the report by the Employer to the Union via electronic means.

2. Article 12 – Seniority Lists

Who shall prepare the seniority lists, the contents of the seniority lists and the seniority tie-breaking mechanism.

SALARY APPENDIX

Registered Nurse

Registered Psychiatric Nurse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
April 1, 2012	\$34.31	\$35.63	\$36.95	\$38.27	\$39.60	\$40.90	\$42.23	\$43.48	\$45.03
2% LSPA	\$35.00	\$36.34	\$37.69	\$39.04	\$40.39	\$41.72	\$43.08	\$44.35	\$45.93
April 1, 2013	\$34.31	\$35.63	\$36.95	\$38.27	\$39.60	\$40.90	\$42.23	\$43.48	\$45.03
2% LSPA	\$35.00	\$36.34	\$37.69	\$39.04	\$40.39	\$41.72	\$43.08	\$44.35	\$45.93
April 1, 2014	\$35.00	\$36.34	\$37.69	\$39.04	\$40.39	\$41.72	\$43.07	\$44.35	\$45.93
2% LSPA	\$35.70	\$37.07	\$38.44	\$39.82	\$41.20	\$42.55	\$43.93	\$45.24	\$46.85
April 1, 2015	\$35.78	\$37.16	\$38.54	\$39.91	\$41.30	\$42.66	\$44.04	\$45.35	\$46.96
2% LSPA	\$36.50	\$37.90	\$39.31	\$40.71	\$42.13	\$43.51	\$44.92	\$46.26	\$47.90
April 1, 2016	\$36.86	\$38.28	\$39.69	\$41.11	\$42.54	\$43.94	\$45.37	\$46.71	\$48.37
2% LSPA	\$37.60	\$39.05	\$40.48	\$41.93	\$43.39	\$44.82	\$46.28	\$47.64	\$49.34

Certified Graduate Nurse

Graduate Nurse - Temporary Permit Holder

Graduate Psychiatric Nurse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
April 1, 2012	\$31.39	\$32.36	\$33.04	\$33.64	\$34.17	\$34.89	\$36.00	\$37.04	\$38.34
2% LSPA	\$32.02	\$33.01	\$33.70	\$34.31	\$34.85	\$35.59	\$36.72	\$37.78	\$39.11
April 1, 2013	\$31.39	\$32.36	\$33.04	\$33.64	\$34.17	\$34.89	\$36.00	\$37.04	\$38.34
2% LSPA	\$32.02	\$33.01	\$33.70	\$34.31	\$34.85	\$35.59	\$36.72	\$37.78	\$39.11
April 1, 2014	\$32.02	\$33.01	\$33.70	\$34.31	\$34.85	\$35.59	\$36.72	\$37.78	\$39.11
2% LSPA	\$32.66	\$33.67	\$34.37	\$35.00	\$35.55	\$36.30	\$37.45	\$38.54	\$39.89
April 1, 2015	\$32.74	\$33.75	\$34.46	\$35.08	\$35.64	\$36.39	\$37.55	\$38.63	\$39.99
2% LSPA	\$33.39	\$34.43	\$35.15	\$35.78	\$36.35	\$37.12	\$38.30	\$39.40	\$40.79
April 1, 2016	\$33.72	\$34.76	\$35.49	\$36.14	\$36.71	\$37.48	\$38.67	\$39.79	\$41.19
2% LSPA	\$34.39	\$35.46	\$36.20	\$36.86	\$37.44	\$38.23	\$39.44	\$40.59	\$42.01

Care Coordinator

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
April 1, 2012	\$37.55	\$39.16	\$40.83	\$42.47	\$44.15	\$45.86	\$47.26	\$48.66	\$50.37
2% LSPA	\$38.30	\$39.94	\$41.65	\$43.32	\$45.03	\$46.78	\$48.21	\$49.63	\$51.38
April 1, 2013	\$37.55	\$39.16	\$40.83	\$42.47	\$44.15	\$45.86	\$47.26	\$48.66	\$50.37
2% LSPA	\$38.30	\$39.94	\$41.65	\$43.32	\$45.03	\$46.78	\$48.21	\$49.63	\$51.38
April 1, 2014	\$38.30	\$39.94	\$41.65	\$43.32	\$45.03	\$46.78	\$48.21	\$49.63	\$51.38

2% LSPA	\$39.07	\$40.74	\$42.48	\$44.19	\$45.93	\$47.72	\$49.17	\$50.62	\$52.41
April 1, 2015	\$39.16	\$40.84	\$42.58	\$44.29	\$46.05	\$47.83	\$49.29	\$50.75	\$52.53
2% LSPA	\$39.94	\$41.66	\$43.43	\$45.18	\$46.97	\$48.79	\$50.28	\$51.77	\$53.58
April 1, 2016	\$40.34	\$42.07	\$43.86	\$45.62	\$47.43	\$49.26	\$50.77	\$52.27	\$54.11
2% LSPA	\$41.15	\$42.91	\$44.74	\$46.53	\$48.38	\$50.25	\$51.79	\$53.32	\$55.19

Graduate Nurse

April 1, 2012	\$25.77
April 1, 2013	\$25.77
April 1, 2014	\$26.29
April 1, 2015	\$26.88
April 1, 2016	\$27.68

