

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BETHANY CARE SOCIETY  
(BETHANY CARE CENTRE - COLLEGESIDE)**

**AND**

**UNITED NURSES OF ALBERTA  
LOCAL #2**

**FOR THE PERIOD**

**JULY 1, 2010 - JUNE 30, 2013**

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**COLLECTIVE AGREEMENT MADE THIS 9TH DAY OF FEBRUARY, 2011.**

**BETWEEN**

**BETHANY CARE SOCIETY  
(BETHANY CARE CENTRE - COLLEGESIDE)  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #2  
(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 patient/resident/client care and believe that this purpose can be achieved most readily if harmonious relationships exist between the Employer and the Employees;

And

Whereas the parties are desirous of concluding a Collective Agreement to establish rates of pay and other terms and conditions of employment for nurses.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, unless altered by mutual consent of both parties hereto, shall be in force and effect from the date upon which the Union and the Employer exchange notice of ratification (February 9, 2011) by their respective principals of the terms of this Collective Agreement up to and including June 30, 2013, and from year to year thereafter unless notice, in writing, is given by either party not less than 60 days nor more than 120 days prior to the expiration date, of its desire to terminate or amend this Collective Agreement.

This Collective Agreement shall remain in full force and effect until either party is in a legal lockout or strike position or a new Collective Agreement has been executed, whichever is earlier.

## ARTICLE 2: DEFINITIONS

- 2.01 “Administrator” means the Chief Operating Officer responsible for the day to day activities of the Facility.
- 2.02 “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.
- 2.03 “Basic Rate of Pay” is the step in the scale applicable to an Employee inclusive of education allowances but exclusive of all other allowances and premium payments.
- 2.04 “Certified Graduate Nurse” means a person whose name is in the Certified Graduate Nurses Roster and who holds an annual or temporary permit pursuant to the *Health Professions Act, R.S.A. 2000, c. H-7 and Regulations*.
- 2.05 “Cycle of the Shift Schedule” means the period of time when the Shift cycle repeats itself and the cycle shall not exceed 12 weeks.
- 2.06 “Employee” means 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: full-time, part-time, 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 regularly scheduled; or
    - (ii) is regularly scheduled for a period of one month 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.
- 2.07 “Employer” means the Bethany Care Society.
- 2.08 “Facility” means Bethany Care Centre - Collegeseide.
- 2.09 “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*.
- 2.10 (a) “Graduate Psychiatric Nurse” means a person whose name is in the Temporary Register and who holds a temporary registration pursuant to the *Health Professions Act and Regulations*.
- (b) “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.
- 2.11 “Gross Earnings” means all monies earned by the Employee under the terms of this Collective Agreement.
- 2.12 “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.
- 2.13 “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.
- 2.14 “Shift” means a daily tour of duty exclusive of overtime hours.
- 2.15 The singular means the plural and vice versa as applicable.
- 2.16 “Union” shall mean the United Nurses of Alberta Local 2.

### **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.
- 3.02 No Employee shall be required or permitted to make any written or verbal commitment which may be in conflict with the terms of this Agreement.
- 3.03 The Union shall exercise its rights in a manner which is fair and reasonable and in accordance with the terms of this Collective Agreement.
- 3.04 A request by an Employee for Union representation at any meeting with the Employer shall not be denied. However, no meeting shall be delayed as a result of the unavailability of a Union representative.

### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the Bethany Care Society Centre – Collegside 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 shall exercise its rights in a manner which is fair and reasonable and in accordance with the Collective Agreement.

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

- 5.01 (a) The Employer shall deduct from the Gross Earnings (exclusive of Disability benefits) of each Employee covered by this Collective Agreement monthly amounts equal to the monthly membership dues as advised by the Union.

Such deductions shall be forwarded to the Provincial Office of the United Nurses of Alberta, or its authorized representative, not later than the 15th day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made specifying the amounts of Union dues deducted and Gross Earnings of each Employee. Such lists shall indicate newly hired and terminated Employees.

- (b) The Employer shall provide to the Union monthly, a listing of Employees specifying the following:
  - (i) Name of Employee;
  - (ii) Classification;
  - (iii) Category (Regular, Temporary, Casual);
  - (iv) Regular Hours of Work;
  - (v) Date of Hire; and
  - (vi) Site.
- (c) Where possible, an electronic copy of the listing(s) specified in (a) and (b) above, shall be supplied to the Union, upon request.

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

5.04 (a) 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 Local Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.

5.05 (a) The Employer shall not unreasonably withhold approval of leave(s) of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars or for Union business. Where

such request for leaves 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 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 without pay.

## **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, national origin, political or religious belief, sex, sexual orientation, 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) 36.81 hours per week averaged over one complete Cycle of the Shift Schedule.
- (b) Regular hours of work shall be deemed to:
  - (i) include, as scheduled by the Employer, two rest periods of 15 minutes during each full working Shift of 7.75 hours; or
  - (ii) include, as scheduled by the Employer, one rest period of 30 minutes during each full working Shift of 7.75 hours if this is more compatible with the scheduling of work assignments; the alternative to be applied shall be at the discretion of the Employer; or
  - (iii) include, as scheduled by the Employer, one rest period of 15 minutes during each half Shift of not less than four hours; and

- (iv) exclude a meal period of 30 minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four hours.
- (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her or his meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's Basic Rate of Pay.
- (d) If an Employee is recalled to duty during her or his meal period or rest period the Employee shall be given a full meal period or rest period later in the Employee's Shift, or, where that is not possible, be paid for the meal period or rest period as follows:
  - (i) for a rest period, at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
  - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 7.01(c), at the overtime rate, in accordance with Article 8: Overtime rather than at straight time; or
  - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, the overtime rate, in accordance with Article 8: Overtime.

7.02 A master Shift schedule, which may be adjusted in its course by vacation requests, paid holidays requests, etc, shall be posted 12 weeks in advance.

- (a) The Employer, in scheduling Shifts, shall take into consideration an Employee's request for certain Shift schedules, subject to the requirements of Article 7.02 (b).
- (b) The Shift patterns which may be available are:
  - (i) days, evenings, nights rotation (however, the Employer shall endeavour to minimize application of such rotation)
  - (ii) permanent days
  - (iii) permanent evenings (only by request of Employee)
  - (iv) permanent nights (only by request of Employee)
  - (v) evenings and days rotation
  - (vi) nights and evenings (only by request of Employee)
  - (vii) nights and days rotation

- (c) A request by an Employee to work permanent evenings or permanent nights shall not be unreasonably withheld, but the Employer may require an Employee working permanent evenings or permanent nights to work blocks of day Shift for the purpose of maintaining proficiency. Such blocks shall total not more than two blocks per year totalling not more than 14 calendar days per year.
- (d) Employees working Shift choices (i), (v) and (vii), shall be assigned day duty at least 2/5 of the time during the Shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a paid holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the Shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.

7.03 Employees shall be aware that, in the course of their regular duties, they may be required to work on various Shifts throughout the 24 hour period of the day and the seven days of the week. In defining the first Shift of the day it is understood for the purposes of defining weekends and time off that a night Shift is considered first Shift of the day. However, for ease of understanding of the Shift schedule and for ease of Employee's understanding of when they are to report for work and for proper operation of the scheduling system the Bethany Care Centre Collegeseide may consider the first Shift of the working day to be the first Shift where the start time falls after midnight.

- (a) 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 regularly scheduled Shifts;
  - (ii) at least two consecutive days of rest;
  - (iii) days of rest on ½ of the weekends averaged over one complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday assuring a minimum of 56 hours off duty; in addition, one weekend in each four-week period shall be an extended weekend, ensuring a minimum of 79.75 hours off duty; and
  - (iv) not more than six consecutive scheduled days of work.
- (b) Violation of any provision of Article 7.03 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) 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 Employees' 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 Employee's pre-exchange schedules.
- (d) Such exchange shall be recorded on the Shift schedule.
- (e) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.
- (f) Where a Shift exchange involves a designated day of rest, the designated day of rest shall also be deemed to be exchanged.

7.04 In the event that an Employee reports for work as scheduled and prior to the commencement of the Shift, and is requested by the Employer to leave, and report for a later Shift, the Employee shall be compensated for the inconvenience by a payment equal to four hours pay at the Employee's Basic Rate of Pay. If fewer than four hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's applicable rate of pay, exclusive of Shift differential and weekend premium payments. This does not apply in situations where the start time of the scheduled Shift has been changed.

7.05 Where an Employee's scheduled days off are changed without 14 calendar days notice, the Employee shall be paid at 2X for all hours worked on what would otherwise have been the Employee's off-duty days. The Employee shall be notified of the change in the schedule and such change shall be recorded on the Shift schedule.

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

7.07 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight

Saving Time, the resultant reduction of one hour in the Shift involved shall be effected with the appropriate deduction in regular earnings.

#### **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 in the Facility 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 taken in time off at a mutually acceptable time at the premium rate. Time off not taken by the last day in December in any year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee prior to December 31 and shall not be unreasonably denied but shall not exceed three months carry over.
- (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 at the time the overtime is worked.
- 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 require an Employee to work a reasonable amount of overtime. Should the Employee believe that the Employer is requiring the Employee to work more than a reasonable amount of overtime, then the Employee may decline to work the additional overtime, except in an emergency, without being subject to disciplinary action.
- (c) An emergency is a circumstance that calls for immediate action.
- (d) The Employer shall take reasonable steps to avoid a staffing situation which may become an emergency prior to requiring overtime.
- 8.05 Rest periods and meal breaks shall be scheduled in accordance with Article 7.01(b).

- 8.06 Following working a Shift, an Employee who then works in excess of four hours overtime shall be provided with access to a meal and snacks at no cost.
- 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 Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

#### **ARTICLE 9: CALLBACK**

- 9.01 When, after having left the Employer's premises, an Employee is called and required to return to work, during the Employee's scheduled off-duty hours, the Employee shall be paid 2X the Employee's Basic Rate of Pay for all hours worked, or for three hours, whichever is the greater, at the overtime rate.
- 9.02 Call-back compensation may be taken in pay or in time off in accordance with the provisions of Article 8.01 (c).
- 9.03 (a) Where an Employee works pursuant to this Article 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 Employee's supervisor in advance of the fact that the Employee will not be reporting for duty at the scheduled time.

#### **ARTICLE 10: TRANSPORTATION**

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

10.02 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 .41¢ per kilometre (or Bethany Care Centre policy, whichever is greater) and for other reasonable expenses related to the use of the Employee's private automobile while performing those assigned duties.

#### **ARTICLE 11: PROBATIONARY PERIOD**

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

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

11.02 Subject to Article 11.01, the Employer shall provide an evaluation of each probationary Employee at least once during the Employee's probationary period and again prior to the completion of the Employee's probationary period.

11.03 A paid orientation program, including specific Shift orientation shall be provided to all new Employees.

#### **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 in the Facility's employ 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 service with any Employer with a bargaining relationship with UNA, provided that the Collective Agreement with that Employer contains a reciprocal clause and 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 determine:

(a) assignment of available Shift schedules subject to the provisions of Article 7: Hours of Work and Scheduling Provisions;

- (b) promotion 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 subject to the provisions specified in Article 17: Vacations with Pay.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee resigns from the Facility;
  - (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
- (a) Within three months of the signing date of this Collective Agreement and every six months thereafter, or when Employees have been served with notice pursuant to the provisions of Article 15.01 or Article 15.02, the Employer shall provide to the Union a seniority list containing the name and seniority date of each Regular, and Temporary Employee in chronological order. 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 have been deleted by:
    - (i) application of Article 12.03;
    - (ii) transfer to an excluded position; or
    - (iii) transfer to the status of a Casual Employee.
  - (b) Where an Employee claims previous service under Article 12.01 (b), the Union carries the sole responsibility for compiling the necessary proof of prior service and for 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. This provision shall only be applicable in the event that an Employee returns to the bargaining unit within two years.

- 12.06 An Employee who has accrued seniority with another Employer under the terms of a Collective Agreement with reciprocal seniority provisions shall be entitled to maintain his/her 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 12.01, 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 25: Salaries, vacation entitlement subject to Article 17: Vacations with Pay, sick leave accrual subject to Article 19: Sick Leave.

### **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 interviews shall be scheduled by the Employer with reasonable advance notice which shall not be less than 24 hours. At the interview 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 interview. 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 interview 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, an Employee may view her or his personnel file once every six months and in addition when the Employee has filed a grievance. 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 for all regular and temporary positions within 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 relief basis only.
- (c) Vacancies shall be filled whenever possible from within the bargaining unit.
- (d) A notice of vacancy shall specify the Facility, the unit (if applicable) and program, the number of hours per Shift, and Shifts per Shift cycle which shall constitute the regular hours of work for the position. For information purposes only, the current Shift pattern and commencement date for the position shall also be specified on the notice of vacancy.
- 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 Regular 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 be reinstated or placed in accordance with the terms of Article 14.07. A Regular Employee achieving a temporary position shall maintain her or his 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 her or his 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, 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.
- (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 to the Employer in writing.

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

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

14.05 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for not less than eight calendar days. All other applicants for the transfer, promotion and/or vacancy and the Union shall be informed in writing of the name of the successful applicant within five calendar days of the appointment.

14.06 At the time of hire, or transfer, or change of hours in accordance with Article 14.07 or change of category in accordance with Article 30.01, 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); and
- (e) increment level.

#### 14.07 **Decreasing or Increasing Regular Hours of Work**

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

- (a) Decreasing regular hours of work for Regular Full-time and Regular Part-time Employees:
  - (i) (A) Requests to decrease regular hours of work, from Regular Full-time or Regular Part-time Employees, shall be made in writing.
  - (B) Requests for a temporary reduction in regular hours of work shall indicate the period of time that the temporary reduction would apply. The maximum time for such temporary reduction is 12 months.
  - (C) The Employer shall have the right to accept or reject any request for alteration of the Employee's full-time equivalent (FTE) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within 14 days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
- (ii) A request to decrease regular hours of work shall indicate the requested number of Shifts per Shift cycle. Employees shall not be permitted to amend the length of their Shift through this process.
- (iii) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to Article 14.07 equals or exceeds .4 FTE, they shall be posted as a vacancy.
- (iv) If the number of hours vacated as a result of Article 14.07 is less than .4 FTE, the additional Shifts may be offered to Regular Part-time Employees working on the unit, in order of seniority, (for Employees without a unit, the selection to occur within the program and site) or may be posted as a vacancy.
- (v) A Regular Full-time or Regular Part-time Employee can not decrease her or his full-time equivalent FTE to less than a .4 FTE pursuant to

Article 14.07, 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 Article 38: 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 newly funded additional regular FTEs of less than .4 or temporary FTEs of less than 12 months and less than .4 become available on the unit or if the number of hours vacated by an Employee as a result of Article 14.07 is less than .4 FTE such additional or residual hours may be offered, in whole or in part, 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. (For Employees without a unit, this selection is to occur within the program and site). Subject to Article 14.07(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 or vacated equals or exceeds .4 FTE, these shall be posted in accordance with this Article.
  - (iii) If there are no qualified applicants from the posting(s) in 2(a) or 2(b) above, the remaining Shifts shall be offered in whole or in part to Regular Part-time Employees working on the unit, in order of seniority.

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 14.07(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 14.07(b) above will not remain subject to the provisions of Article 14.07.
  - (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 14.07.
  - (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 Article 38: 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 14.07 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 14.07 shall not be considered a violation of the Letter of Understanding Re: Severance.
  - (e) Where any request pursuant to Article 14.07 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 14.07 shall be provided to the Union forthwith.
  - (g) An Employee whose regular hours of work are altered through the operation of Article 14.07 shall not be required to serve a trial period.
  - (h) Agreement to alter an Employee's regular hours of work in accordance with Article 14.07 shall not be considered a violation of Articles 14: Promotions, Transfers & Vacancies; 15: Layoff and Recall; 30: Part-time, Temporary and Casual Employees; or 38: 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(s), the Employer shall first attempt to fill the vacancy(s) shall be filled in accordance with Article 14: Promotions, Transfers & Vacancies and 15: Layoff and Recall of the Collective Agreement and not by transferring an Employee who has made a request under this provision to transfer into the vacancy(s). Only after the position has been posted and there have been no qualified candidates may the provisions of Article 14.07(b)(iii) apply.

14.08 In instances where a Regular Employee accepts a regular or temporary managerial position which is outside the scope of this collective 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.

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

##### *Notice*

- 15.01 (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 week pay in lieu thereof shall be paid to affected Employees.

15.02 Layoffs shall occur in reverse order of seniority.

##### *Displacement*

- 15.03 (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, have the right to displace an Employee with less seniority.
- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.03(a) shall within 48 hours, exclusive of Saturdays, Sundays or Named Holidays, of receipt of written notice from the Employer of the elimination of the Employee's position or displacement, advise the Employer, in writing, of her or his decision, including the name of

the Employee she or he wishes to displace or the vacant position she or he wishes to take. The Employer may agree to extend the 48 hour timeline if necessary. Where the Employee fails to exercise such right within the specified time limits, 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 by serving notice pursuant to Article 15.01 and place the more senior Employee in the resultant vacancy.
- (c) Where an Employee with less than 24 months of seniority has her or his 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 by serving notice pursuant to Article 15.01.

### ***Recalls***

- 15.04 (a) When increasing the work force, recalls shall be carried out in order of seniority.
- (b) The method of recall shall be by telephone and, if such is not possible, by double registered letter 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.
- 15.05 No new Employee shall be hired while there are other Employees on layoff.

### ***Benefits***

- 15.06 (a) The Employer shall make payment for his share of the full premium of the benefits referred to in Article 21.01 on behalf of a laid off Employee for 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. Failure to make prior arrangements will result in discontinuance of benefit coverage.

***Application of Collective Agreement***

- 15.07 (a) Except 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.
- (b) Should an Employee be affected pursuant to Article 15.01(a) while the Employee is on Workers' Compensation, absence due to illness or injury, or on leave of absence other than one granted under Article 22.01, the Employee shall be served with notice under Article 15.01 after the Employee has advised the Employer of her or his readiness to return to work.

**ARTICLE 16: JOB DESCRIPTIONS**

- 16.01 For each classification in the bargaining unit, the Employer shall provide a job description. Copies of such descriptions 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 17: VACATIONS WITH PAY**

17.01 **Definitions**

For the purpose of this Article:

- (a) "vacation" means annual vacation with pay;
- (b) "vacation year" means the 12 month period commencing on the 1<sup>st</sup> day of April in each calendar year and concluding on the last day of March in the following calendar year;
- (c) "date of employment" means:
- (i) in the case of an Employee whose employment commenced between the 1<sup>st</sup> and 15<sup>th</sup> day inclusive of any month, the 1<sup>st</sup> day of that calendar month; or
  - (ii) in the case of an Employee whose employment commenced between the 16<sup>th</sup> and the last day inclusive of any month, the 1<sup>st</sup> day of the following calendar month.

## 17.02 **Vacation Entitlement**

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 vacation year and the rate at which such entitlement is earned shall be governed by the total length of such service as follows:

(a) *Employee with less than a Year of Service*

An Employee who has less than one year of service prior to the 1<sup>st</sup> day of April in any one year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to 12 months.

(b) *Employee with one or more Years of Service*

An Employee with one or more years of service shall be entitled to vacation calculated as follows:

- (i) during the 1<sup>st</sup> year of such employment an Employee earns a vacation of 15 working days;
- (ii) during the 2<sup>nd</sup> to 9<sup>th</sup> years of employment an Employee earns a vacation of 20 working days;
- (iii) during the 10<sup>th</sup> to 19<sup>th</sup> years of employment an Employee earns a vacation of 25 working days per year;
- (iv) during each of the 20<sup>th</sup> and subsequent years of employment an Employee earns vacation at the rate of 30 working days per year.

(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) Subject to either (b) or (c) below all vacation earned during one vacation year shall be taken during the next following vacation year at a mutually agreeable time. The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Where an Employee submits her or his vacation preference by March 15<sup>th</sup> of that year the Employer shall indicate approval or disapproval of the vacation request by April 30<sup>th</sup> 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.
- (b) An Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. A request to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (c) A Full-time or Part-time Employee may, subject to the approval of the Employer, utilize vacation credits during the vacation year in which they are earned, provided such utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.
- (d)
  - (i) Subject to Article 17.03(d)(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 her or his vacation. Such request shall not be unreasonably denied.
- (e) Upon request of an Employee, but not more frequently than quarterly, the Employer shall advise the Employee of vacation time accrued.
- (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.

- (g) 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.

#### 17.04 **Vacation Pay on Termination**

If an Employee resigns or is terminated, she shall receive vacation pay in lieu of the unused period of her accrued vacation entitlement.

#### 17.05 **Part-Time Employees Vacation Entitlement**

- (a) Effective the 1<sup>st</sup> day of the vacation year, during each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the total length of service in accordance with the following:

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

Hours worked during the vacation year at the rate specified in Article 17.02	X	The applicable % outlined below	=	Number of hours of paid vacation time to be taken in the next following vacation year.
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- (i) 6% during the 1<sup>st</sup> employment year;  
(ii) 8% during each of the 2<sup>nd</sup> to 9<sup>th</sup> employment years;  
(iii) 10% during each of the 10<sup>th</sup> to 19<sup>th</sup> employment years;  
(iv) 12% during each of the 20<sup>th</sup> and subsequent employment years.

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

Hours worked during the vacation year at the rate specified in Article 17.02	X	The applicable % outlined below	=	Number of hours of paid supplementary vacation time to be taken in the current supplementary vacation period.
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- (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%.
- (c) *Employee with Less than a Year of Service*

An Employee who has less than one year of service prior to the 1<sup>st</sup> day of April in any one year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to 12 months.

17.06 In the case of Casual Employees, amend Article 17.05 to read:

- (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 1<sup>st</sup> employment year;
  - (ii) 8% of their regular earnings during the 2<sup>nd</sup> to 9<sup>th</sup> employment years;
  - (iii) 10% of their regular earnings during the 10<sup>th</sup> to 19<sup>th</sup> employment years;
  - (iv) 12% of their regular earnings during the 20<sup>th</sup> and subsequent employment years;
  - (v) 12.4% of their regular earnings during the 25<sup>th</sup> 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.

## ARTICLE 18: NAMED HOLIDAYS

18.01 (a) Regular and Temporary 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 Holiday	

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta; or
- (ii) The Government of Canada.

Further, any one day proclaimed by the government of the municipality to be a civic holiday for general observance by the municipal community in which the Institution 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 31<sup>st</sup> 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), 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) 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.
- 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 three of the actual Named Holidays. In addition, the Employee shall be given either Christmas or New Year's Day off.
- (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 will not be obliged to work (i.e.: December 31 and January 1 or January 1 and January 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 working 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.
- 19.05 When an Employee has accrued the maximum sick leave credit 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 (a) Subject to (c) below, no sick leave shall be granted for any illness which is incurred once an Employee commences her or his vacation; in this event, the Employee shall be receiving vacation pay.
- (b) Sick leave shall be granted:
- (i) if an Employee becomes ill during her or his vacation period as stated in 19.06(a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
- (ii) 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 period shall be considered as vacation days not taken and may be rescheduled to a later date.
- (c) Should an Employee be admitted to hospital as an "in-patient" during the course of her or his vacation, the Employee shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery

provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

- 19.07 Upon the request of an Employee the Employer shall advise an Employee of her or his accrued sick leave credits.
- 19.08 Sick leave credits shall not accumulate during periods of illness or injury.
- 19.09 When an Employee is required to travel for the purposes of medical referral and/or treatment, the Employee shall have the right to utilize accumulated sick leave credits for such absence, provided the Employee has been given prior authorization by the Employer. The Employee may be required to submit satisfactory proof of such appointment.
- 19.10 (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 the Employee's disability;
  - (ii) incapable of performing the duties of her or his former position shall be considered to have terminated her or his employment relationship with the Employer on the day following the last date of LTD benefits.
- (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 month's 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 Layoff and Recall provisions of this Collective Agreement.
- 19.11 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7: Hours of Work and Scheduling Provisions and 14: Promotions, Transfers & Vacancies.

- 19.12 (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 therefor. 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 who 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.

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

- 20.01 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net salary provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of 1/10th day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that 1/10th day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 19.07(b).

- 20.02 An Employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) capable of performing the duties of her or his former position, shall provide the Employer with two weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the 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 place the Employee in an existing position for which the Employee is capable of performing the work entailed, with benefits that accrued to the Employee prior to the disability;
  - (c) incapable of performing the duties of her or his former classification, shall be entitled to benefits under Sick Leave or Short-Term Disability 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.
- 20.03 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.

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

- 21.01 The Employer shall provide the following group plans for which participation is compulsory for all Regular and Temporary Employees, subject to Article 21.05.
- (a) A Supplementary Benefits Plan which provides benefits at no less than those in place on October 1, 2007 inclusive of:
    - (i) Vision care coverage providing for an eye exam every 24 months and up to \$600 every 24 months per person for corrective lenses. This shall be inclusive of coverage for elective corrective laser eye surgery; and
    - (ii) 80% direct payment provision for all medication prescribed by a qualified practitioner.
  - (b) Alberta Health Care Insurance Plan;

- (c) Group Life Insurance (1X basic annual earnings rounded to the next highest \$1000);
  - (d) Accidental Death and Dismemberment (basic) (1X basic annual earnings rounded to the next highest \$1000 dollars);
  - (e) Short Term Disability (income replacement for up to 120 working days during a qualifying disability equal to 66.66% basic weekly earnings to the established maximum following a 14 day elimination period where applicable. The short term disability shall become effective on the first day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of the Employees who have insufficient sick leave credits to satisfy the 14 calendar day elimination period, the short term disability shall commence on the 15<sup>th</sup> day following the commencement of non-hospitalized illness.
  - (f) Long Term Disability (income replacement during a qualifying disability equal to 66.66% basic monthly earnings to the established maximum following a 120 working days elimination period).
  - (g) 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.
- 21.02 The premium costs shall be shared 75% by the Employer and 25% by the Employee.
- 21.03 The Employer shall distribute brochures and other relevant information concerning the above plans to Employees at time of hire and when changes to the plans occur.
- 21.04 The Employer shall provide one copy of each of the plans to the Provincial Office of the United Nurses of Alberta.
- 21.05 Such coverage shall be provided to Regular and Temporary Employees except for:
- (a) a Part-time Employee whose hours of work are fewer than 15 hours per week averaged over one complete Cycle of the Shift Schedule; and
  - (b) a Temporary Employee who is hired for a position of less than six months.

The above-mentioned Employees remain eligible to participate only in the Alberta Health Care Insurance Plan and Aetna Canada Supplementary Benefits Plan.

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

### **22.01 General Conditions**

- (a) 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.
- (b) 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.
- (c) Except as provided in Article 22.03(d), 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. Failure to submit the premium payments will result in the Employer discontinuing benefit coverage for that Employee.
- (d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (e) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of one month, Employee's 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.

### **22.02 Bereavement Leave**

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian 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.

#### 22.03 **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 disability benefits. Maternity leave shall not exceed 12 months unless mutually agreed otherwise between the Employee and the Employer.
- (c) An Employee on such leave shall provide the Employer with at least four weeks written notice of readiness to return to work. The Employer shall reinstate her in the same position held by her immediately prior to taking leave, or, if such is not possible, provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.
- (d) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work, she will be treated in every respect the same as any other Employee on sick leave or on disability benefits.

#### 22.04 **Adoption/Paternity Leave**

- (a) An Employee who has completed her or his probationary period shall, upon written request, be granted leave without pay and benefits for up to nine months as is necessary as a result of the adopting of a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with two weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same step in the pay scale with other benefits that accrued to the Employee up to the date 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 adoption proceedings.
- (c) The Employee may commence paternity leave upon giving two weeks notice provided that the initial application for such leave is made 12 weeks prior to the expected date of delivery.

Notwithstanding the foregoing, if such notice is not possible because of circumstances, such leave shall be granted provided replacement staffing is available.

## 22.05 **Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first 24 months of such period of leave.
- (b) During an Employee's educational leave, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (c)
  - (i) A Regular Employee registered at a university or college pursuing a nursing degree on the Employee's own time who consequently is required to fulfill requirements established by the university or college, may be granted three working days leave at their Basic Rate of Pay per contract year to fulfill such attendance requirements. Prior to commencement of such studies, the Employee shall advise the Employer in writing of his or her intentions. Upon request, the Employee shall be required to provide proof of registration.
  - (ii) 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 purpose of preparing for and writing the certification exam.
- (d) *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.

## 22.06 **Court Appearance**

- (a) In the event an Employee is required to appear before a court of law as a member of a jury, as a witness in a criminal matters or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall:
  - (i) suffer no loss of regular earnings for the scheduled Shift(s) so missed;
  - (ii) be paid an amount equal to the Employee's average daily earnings at the Basic Rate of Pay to a maximum of the Employee's regularly scheduled daily hours for each day in attendance in court on a

scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 7: Hours of Work and Scheduling Provisions.

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

## 22.07 **Special Leave**

- (a) Each calendar year, each Regular and Temporary Employee shall be entitled to four special leave days without loss of pay, for purposes of illness in the immediate family or other pressing necessity requiring the Employee's personal attention.

- (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 22.02. 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 22.07(a) and (b).

22.08 **Military Leave**

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

22.09 **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 an officially declared federal, provincial or municipal election.
- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay for a period of time not to exceed four years.

**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 within the ten 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 within the ten 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 action of suspension or dismissal shall be within ten 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 action 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 and 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 Employee shall be advised of this right at the time of scheduling the meeting.
- 23.07 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.
- 23.08 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.
- 23.09 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.
- 23.10 Twenty-eight calendar days notice, in writing, shall be given by the Employee resigning from the Facility.
- 23.11 Vacation pay on termination shall be paid in accordance with Article 17: Vacations with Pay.

23.12 Periods of time referred to in days will be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Named Holidays, Saturdays and Sundays.

23.13 Time limits may be extended by written mutual agreement of the parties.

#### **ARTICLE 24: NO STRIKE OR LOCKOUT**

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

#### **ARTICLE 25: SALARIES**

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

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.

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

- (i) if newly graduated from a basic nursing education program approved by the Nursing Education Program Approval Board (NEPAB), or one who has satisfied the College and Association of Registered Nurses of Alberta that the Employee has completed a training program substantially equivalent to a NEPAB-approved nursing education program, shall be paid the rate applicable to a Registered Nurse, retroactive to the date of successfully writing the Employee's course registration – examination or the Employee's most recent date of employment, whichever is later; and
- (ii) in all other cases, a Temporary Permit Holder who has applied for issuance of an annual certificate pursuant to the *Health Professions*

*Act, R.S.A. 2000, c. H-7 and Regulations*, and who subsequently qualifies to have her or his name entered on 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 applicable rates of pay 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 rates of pay for the classification in question.
- 25.04 The Employer shall issue pay slips in a manner which holds private the information thereon. The Employee's payroll stub shall display the purpose and amount of each item of income to the extent that the Employer's accounting system is capable. The Employee's payroll stub shall display the purpose and amount of each deduction.
- 25.05 An Employee may, at reasonable intervals, request and shall be given information related to sick leave, vacation, overtime accumulation and days in lieu of Named Holidays. The Employer will provide this information within five working days, excluding weekends and Named Holidays. The format of this information may vary depending on the Employer's information system.

#### **ARTICLE 26: EDUCATIONAL ALLOWANCES**

- 26.01 (a) For the purposes 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 institutions.

<b>Course</b>	<b>Hourly Allowance</b>
Clinical Course	50¢
Active registration in the CARNA plus Diploma in Psychiatric Nursing (or vice versa)	50¢
Diploma/Certificate in Nursing Unit Administration	50¢
One Year Diploma	50¢
Gerontological Certification	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.
- (c) An Employee shall be granted, at time of hire, 30¢ per hour, in recognition of one full year of geriatric nursing experience satisfactory to the Employer. Such payment shall form part of the Employee's Basic Rate of Pay and shall not be subject to Article 26.03.

26.02 The allowance for a clinical course is 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 for only the highest qualification attained.

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 of the qualification or from the date of hire, whichever is the later.

#### **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.

## **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.

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

#### **ARTICLE 29: REGISTERED RETIREMENT SAVINGS PLAN**

29.01 The Employer shall provide contributions to a group R.R.S.P. payroll deduction plan for all Regular Employees. Participation by Regular Employees is voluntary.

29.02 The Employer will match the Employees contribution up to a maximum of 2% based on the Gross Earnings of each pay period.

29.03 Where the Employee requests within five years of the Employee's date of hire to have the Employee's first year of employment recognized as pensionable service, the Employer shall facilitate such arrangements as may be necessary and shall pay the Employer's portion of the contributions for the first year of service.

29.04 The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan prior to eligibility for the above Plan and when there are changes to the Plan.

29.05 The Employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP). Effective on her or his date of enrolment into the RRSP, a Regular Employee under the age of 72 shall have the right to contribute up to 2% of his or her Gross Earnings into the RRSP. The Employer shall match the Employee's contributions into the RRSP. An Employee 72 years of age or older 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 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 over a four week Shift cycle 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 36.81 hours per week averaged over one complete Cycle of the Shift Schedule.

- (ii) Notwithstanding the foregoing, where mutually agreed by the Employer and the Employee, 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) At time of hire or transfer, the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for each Part-time Employee. Such hours and Shifts shall not be altered except by mutual agreement between the Employer and the Employee or by the operation of the provisions of this Collective Agreement.
- (iv) A Part-time Employee may work Shifts in addition to those specified in Article 30.02(c). Any Employee wishing to work additional Shifts shall notify the Manager - Care Services, in writing, of her or his desire for extra work and her or his availability for such work.
- (v) 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.
- (vi) Where the Employer requires a Part-time Employee to work without the Employee having volunteered or agreed to do so or on her or his scheduled day of rest, the Employee shall be paid at 2X the applicable basic hourly rate for work performed.

(b) *Shift Schedules*

- (i) Amend Article 7.02 (g) to read:

7.02 (g) 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) an average of two days per week, and a total of nine days each four week period shall be scheduled as designated days of rest;
- (iii) not more than six consecutive scheduled days of work; and
- (iv) designated days of rest to occur on 1/2 of the weekends, averaged over one complete Cycle of the Shift Schedule, provided that an Employee shall not be scheduled to work more than two consecutive weekends. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of 56 hours off duty; in addition, one weekend in each four week period shall be an extended weekend, ensuring a minimum of 79.75 hours off-duty. Provided however that, when scheduling considerations make compliance with the requirement that designated days of rest fall on a weekend impracticable, such will not be required. Such deviation shall be stipulated in the written advice required pursuant to Article 30.01(a)(iii).

- (ii) Amend Article 7.02 (j) to read:

7.02 (j) Violation of any provision of Article 30.01(b)(i) 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 every 1719.25 regular hours worked to the maximum increment granted Full-time Employees.
- (ii) Additional time worked, measured in hours worked and not credited for the purposes of the initial placement on the salary scale shall be applied towards the calculation of the next increment.
- (iii) For the purpose of calculating salary increments for Part-time Employees, hours worked shall include leaves of absence not exceeding one month, leaves of absence for Union business, periods of sick leave with pay, hours in receipt of Workers' Compensation benefits, and any other hours paid by the Employer but not necessarily worked by the Employee.

(d) *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.

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) Notwithstanding Article 18.02(a), a Part-time Employee required to work on the August Civic Holiday or Christmas Day shall be paid at 2X the Employee's Basic Rate of Pay for work performed up to 7.75 hours. 2 1/2 X 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 that the Employee shall not be obliged to work on at least three of the actual Named Holidays. In addition, the Employee shall be given either Christmas or New Year's Day off.

(b) (i) an Employee granted Christmas Day off in accordance with Article 30.01(d) 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 & 25 or December 25 & 26).

(ii) an Employee granted New Year's Day off in accordance with Article 30.01(d) 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 & January 1 or January 1 & 2).

**30.02 Temporary Employees**

(a) A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of Article 14: Promotions, Transfers, & Vacancies. Notwithstanding the foregoing, a Temporary Employee may make application, pursuant to Article 14: Promotions, Transfers, & Vacancies.

- (b) At the time of hire or transfer to a temporary position the Employer shall state in writing a specific number of hours per Shift and Shifts per Shift cycle which shall constitute the regular hours of work for the position. 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 aforementioned confirmation shall 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, 7.05, 7.06
- Article 12: Seniority
- Article 15: Layoff and Recall
- Article 17: Vacations with Pay – 17.01, 17.02, 17.03, 17.04, 17.05
- Article 18: Named Holidays
- Article 19: Sick Leave, except Article 19.12(b)
- Article 21: Prepaid Health Benefits
- Article 22: Leaves of Absence
- Article 30: Part-time, Temporary and Casual Employees -30.01, 30.02

#### (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: Promotions, Transfers & Vacancies 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 30.03(a) the scheduling provisions of Article 7.03 (a) shall apply.

- (iv) 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. If 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.
- (v) A Casual Employee shall be entitled to overtime worked in excess of 147.25 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*
  - (i) Casual Employees shall be entitled to an increment on the completion of every 1719.25 regular hours worked to the maximum increment granted Full-time Employees.
  - (ii) Additional time worked, measured in hours worked and not credited for the purposes of the initial placement on the salary scale shall be applied towards the calculation of the next increment.
  - (iii) For the purpose of calculating salary increments for Casual Employees, all hours paid by the Employer but not necessarily worked by the Employee.
- (c) Within thirty calendar days of date of ratification of this Collective Agreement, the Employer shall provide to the Union, a listing of Casual Employees by name.
- (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.

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

- (b) Notwithstanding Article 18.02(a), a Casual Employee required to work on the August Civic Holiday or Christmas Day 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 that the Employee shall not be obliged to work on at least three of the actual Named Holidays. In addition, the Employee shall be given either Christmas or New Year's Day off.
- (b) (i) an Employee granted Christmas Day off in accordance with Article 30.01(d) 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 & 25 or December 25 & 26).
  - (ii) an Employee granted New Year's Day off in accordance with Article 30.01(d) 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 & January 1 or January 1 & 2).
- (e) In the event an Employee is required to serve as a witness 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 32: GRIEVANCE PROCEDURE**

### **32.01 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 the Employer in respect of any matter referred to in this Article and Article 33: Arbitration shall be sufficient if delivered to the Administrator of the Facility or in her or his absence, 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.

### **32.02 Definition of Time Periods**

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

### **32.03 Dispute Between the Employer and the Employee(s)**

#### *(a) Step 1*

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 Manager - Care Services. If the dispute is not resolved satisfactorily within two days of the date of the discussion, it may then become a grievance and be advanced to Step 2.

#### *(b) Step 2*

The grievance shall be submitted, in writing, to the Manager - Care Services within ten 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. It shall state the clause(s) claimed to have been violated, the nature of the grievance, and the redress sought. The decision of the Manager - Care Services shall be communicated, in writing, to the Union within seven days of

the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) *Step 3 (Resolution Meeting)*

The parties shall meet for the purpose of resolving the grievance within 20 days from the date the grievance was submitted at Step 2. The parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion. 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. 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 days of the meeting.

(d) *Step 4 (Arbitration)*

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

(e) When 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.

**32.04 Disputes Between the Parties**

(a) If a dispute directly affects two or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed therefrom in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately, if applicable, to all Employees listed on the original grievance.

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

**32.05 Default**

(a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties have mutually agreed in writing, to extend the time limits.

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

### 32.06 **Grievance Mediation**

By mutual agreement of the Union and the Employer, the grievance may proceed to mediation. If the grievance proceeds to mediation, one jointly selected mediator shall meet with the parties and within five days of the request:

- (a) investigate the dispute;
- (b) define the issue(s) in dispute; and
- (c) make written recommendations to resolve the dispute.

During the proceedings, the parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute and as such, are privileged.

The fee and expenses of the mediator shall be shared equally between the parties to the dispute.

Where agreement on a mutually acceptable mediator cannot be reached within seven days of mutual agreement to proceed to mediation provided for in Article 32.06 above, the parties, upon mutual agreement, may request the Department of Labour to appoint a mediator.

## **ARTICLE 33: ARBITRATION**

- 33.01 Either of the parties wishing to submit a grievance to Arbitration shall notify the other party in writing of its intention to do so, and shall nominate an individual to serve as a sole arbitrator.
- 33.02 The party receiving the notice shall respond in an effort to agree on the selection of a mutually acceptable sole arbitrator. Where agreement on a mutually acceptable sole arbitrator cannot be reached within seven days of the receipt of notification provided for in Article 33.01 above, the parties may either request the Department of Labour to appoint an arbitrator or proceed in accordance with Article 33.03.
- 33.03 At the request of either party, a three person Arbitration Board, rather than a sole arbitrator shall be used. The party requesting the use of an Arbitration Board shall indicate to the other party, within five days of the grievance being advanced to Arbitration, their nominee to the Arbitration Board. The other party shall respond, within five days of receipt of the request listing their nominee to the Arbitration Board. The chairperson shall be selected in accordance with Article 33.02.

- 33.04 After a sole arbitrator/Arbitration Board has been selected 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 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 sole 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 a sole arbitrator, by way of an award, determines that an Employee has been discharged or otherwise disciplined by an Employer for a cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the Arbitration, the sole 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 The fees and expenses of the sole arbitrator shall be shared equally between the two parties. Where an Arbitration Board is used, each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board and the fees and expenses of the chairperson shall be borne equally by the two parties.
- 33.08 Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties. 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 18.01.

#### **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.

- (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 Board of the Employer in writing. The 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 No Employee shall be scheduled in a manner that would result in the Employee working alone on a unit. For the purposes of this clause, the parties agree that there are four units: A1; A2; B1; and B2.
- 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 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 PROGRAMS**

- 35.01
- (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term “in-service” includes orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
  - (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The cost of materials and tuition for an in-service session offered by the Employer shall be paid for by the Employer for those Employees whose attendance is compulsory. 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) gerontology, eg., Alzheimer 101, Drugs and the Elderly (these examples are given for information purposes only and do not commit the Employer to provide these specific in-services);
    - (ii) fire prevention and safety;
    - (iii) evacuation and disaster procedures;
    - (iv) proper lifting and transferring and prevention of injuries; and
    - (v) prevention and control of infections.

- (c) Employees who attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend not less than 23 hours per year. The 23 hours shall be in addition to any hours necessary for the compulsory in-service as provided for in Article 35.01(b) and shall include prevention and management of staff abuse, and a workshop for the purpose of explaining the pension plan to the Employees.
- (e) The Employer shall make available in each Facility no fewer than five current nursing journals.

### 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.

## **ARTICLE 36: PROFESSIONAL RESPONSIBILITY**

- 36.01 (a) 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 Chairperson shall be elected from amongst the Committee. The Committee shall meet monthly at a regularly appointed time, and within ten days of receiving a written description of the issue regarding resident care.
- (b) Alternate representatives may be designated from the same group.
- (c) Agendas for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes of the Committee shall be approved by both parties prior to circulation. Unresolved items from previous meetings will be highlighted and reviewed.
- (d) The functions of such Committee are to examine and make recommendations regarding the concerns of Employees or the Employer relative to resident care.

- (e) The Union shall discuss all issues with the Manager - Care Services before the matter is discussed at the Committee meeting.
  - (f) 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.
  - (g) Should the issue remain unresolved following the CEO's written response, either parties' representative(s) on the Committee may request and shall have the right to present their complaint to the Board of Trustees. The Board of Trustees will then give their reply to the Committee within 14 calendar days.
  - (h) To prevent misunderstandings and to assure all issues are dealt with, answers must be communicated, in writing, to the Committee.
  - (i) The parties will provide available relevant information to allow for meaningful discussion of the issues. The parties will endeavour to provide this information in a timely fashion, and in any event not later than 30 days from the original discussion of the particular issue(s).
- 36.02 An Employee attending Committee meetings shall be paid her or his Basic Rate of Pay for such attendance.
- 36.03 (a) An Employee who has accumulated 684.6 or more regular hours actually worked in the previous fiscal year and has active registration with the College and Association of Registered Nurses of Alberta or the College of Registered Psychiatric Nurses of Alberta at the beginning of the next registration year, shall receive a \$100 reimbursement to her or his College and Association of Registered Nurses of Alberta or College of Registered Psychiatric Nurses of Alberta registration fee.
- (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.

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

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

### **ARTICLE 38: EXTENDED WORK DAY**

38.01 An extended work day, resulting in a compressed work week, may be implemented upon written agreement by both Employees and the Employer.

38.02 An extended work day may be terminated by either party by providing 12 weeks notice in writing of such intent.

38.03 All other articles of the Collective Agreement shall remain in force with the following exceptions:

- (a) Regular hours of work shall be 11.25 consecutive hours and except where overtime is necessitated, the hours of work shall not extend beyond 12.25 hours.
- (b) Full-time hours will equal 36.56 hours worked per week, averaged over one complete Cycle of the Shift Schedule. Part-time hours will be less than full-time hours. This Article shall cover Full-time, Part-time, Temporary and Casual Employees working the Extended Work Day.
- (c) Regular hours of work shall include three 15 minute rest periods and exclude two 30 minute meal periods during each full working Shift. Two or more breaks may be combined by mutual agreement of Employees and Employer.
- (d) Except in cases of emergency or by mutual agreement between the Employee and the Employer, Shift schedules shall provide for:
  - (i) at least 22.5 hours off duty on a Shift changeover between extended 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 59 hours; and
  - (iv) not more than four consecutive extended Shifts nor more than four extended Shifts per week.

38.04 The Shift patterns which may be available are:

- (i) Permanent days
  - (ii) Permanent nights (only by request of Employee)
  - (iii) Nights and day rotation
- (a) A request by an Employee to work nights shall not be unreasonably withheld but the Employer may require an Employee working permanent nights to work blocks of day Shift for the purpose of maintaining proficiency.
- (b) Employees who are required to rotate Shifts shall be assigned day duty 50% of the time in the Shift cycle.

38.05 A Full-time Employee working extended work days shall be entitled to 11 named holidays as specified, and shall be paid for same at the Employee's Basic Rate of Pay for 7.75 hours to a total of 85.25 hours per annum.

38.06 Sick Leave shall accrue at the rate of 11.625 hours for each full month worked for Full-time Employees. Employees shall be paid for the period of sick leave at the Employee's Basic Rate of Pay and the number of hours paid shall be deducted from the Employee's accumulated sick leave credit.

#### **ARTICLE 39: CHARGE PAY**

- 39.01 (a) When a person is designated in charge, she shall be paid \$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.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**BETHANY CARE SOCIETY  
(BETHANY CARE CENTRE - COLLEGESIDE)  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**UNITED NURSES OF ALBERTA - LOCAL #2  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: STAFFING MODEL**

The current staffing model was designed to have one person designated "in charge" in each house (not one per unit). On some shifts, due to staffing challenges, only one person is available to be designated "in charge".

The parties agree that the Employer reserves the Management Right to create a new staffing model. Should the Employer decide to review the current staffing model or develop a new staffing model, the Employer will consult with and hold good faith discussions with the Employees during the development of the new staffing model.

This letter of understanding shall be in full force and effect for the duration of the Collective Agreement.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**BETHANY CARE SOCIETY  
(BETHANY CARE CENTRE - COLLEGESIDE)  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #2  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: RETROACTIVITY**

Former Employees who have voluntarily resigned from the Employer named in this Collective Agreement who wish to apply for retroactive pay must apply to the Employer, in writing, within 30 days of the date of ratification of this Collective Agreement.

The parties agree that the provisions of this Letter of Understanding will also apply to laid off Employees and the estate of deceased Employees.

This Letter of Understanding shall expire 30 days from the date of ratification of this Collective Agreement.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**BETHANY CARE SOCIETY  
(BETHANY CARE CENTRE - COLLEGESIDE)  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #2  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: RETENTION OF EXPERIENCED EMPLOYEES**

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

**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;
  - (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**

**BETWEEN**

**BETHANY CARE SOCIETY  
(BETHANY CARE CENTRE - COLLEGESIDE)  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #2  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: OCCUPATIONAL HEALTH & SAFETY - HAZARD ASSESSMENTS, ADMINISTRATIVE POLICIES  
AND PROCEDURES AND PERSONAL PROTECTIVE DEVICES**

1. Pursuant to Article 34: Occupational Health & Safety, within 120 days of ratification, the Employer will provide the Occupational Health and Safety Committee with copies of hazard assessments, administrative policies and procedures regarding use of latex supplies and equipment, personal protective devices, “safety-engineered” needles, and other medical sharps devices.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**BETHANY CARE SOCIETY  
(BETHANY CARE CENTRE - COLLEGESIDE)  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #2  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: PREPAID HEALTH BENEFITS**

The following items will be added to the Supplementary Health Care Plan:

- Hearing Aids – \$3000/five years
- Diabetic Supplies – provide 100% Direct Bill coverage
- Diabetic Supplies – Include Insulin Pumps (100% coverage every five years)
- Surgical Stockings/Compression Hose – two pair/year
- Foot Orthotics - \$500/two years
- Coverage for Psychologist visits (unlimited number of annual visits) through the Employer’s Employee Assistance Program.
- Chiropractic coverage – Provide payment under the benefit plan before provincial maximum reached.
- Lowest Cost Alternative Medication Coverage, unless otherwise specified
- 100% Coverage for respiratory equipment (including CPAP machines and supplies)
- Coverage for listed vaccines (Hep A and Hep B)

**LETTER OF UNDERSTANDING**

**BETWEEN**

**BETHANY CARE SOCIETY  
(BETHANY CARE CENTRE - COLLEGESIDE)  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #2  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**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” shall mean:

For Employees moving from day Shift to day Shift – two complete calendar days off, ensuring a minimum of 63.75 hours off duty.

For Employees moving from day Shift to evening Shift – two complete calendar days off, ensuring a minimum of 71.75 hours off duty.

For Employees moving from day Shift to night Shift – one complete calendar day off, one day where no more than one hour is worked ensuring a minimum of 55.75 hours off duty.

For Employees moving from evening Shift to day Shift – two complete calendar days off, ensuring a minimum of 55.75 hours off duty.

For Employees moving from evening Shift to evening Shift – two complete calendar days off, ensuring a minimum of 63.75 hours off duty.

For Employees moving from evening Shift to night Shift - one complete calendar day off, one day where no more than one hour is worked, ensuring a minimum of 47.75 hours off duty.

For Employees moving from night Shift to day Shift – two complete calendar days off, ensuring a minimum of 71.75 hours off duty.

For Employees moving from night Shift to evening Shift – two complete calendar days off, ensuring a minimum of 79.75 hours off duty.

For Employees moving from night Shift to night Shift – one complete calendar day off, one day where no more than one hour is worked, ensuring a minimum of 63.75 hours off duty.

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**

**BETWEEN**

**BETHANY CARE SOCIETY  
(BETHANY CARE CENTRE - COLLEGESIDE)  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #2  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: MARKET CONDITION LUMP SUM PAYMENT**

The parties agree that:

1. An Employee shall receive a market condition lump sum payment of up to \$1750, to be paid semi-annually, as follows:
  - (a) Full-time Employees shall receive:
    - (i) \$875 on the first pay day following the pay period which includes December 31; and
    - (ii) \$875 on the first pay day following the pay period which includes June 30.
  - (b) Part-time and Casual Employees shall receive:
    - (i) \$875 on the first pay day following the pay period which includes December 31, pro-rated to their regular hours actually worked between July 1 and December 31; and
    - (ii) \$875 on the first pay day following the pay period which includes June 30, pro-rated to their regular hours actually worked between January 1 and June 30.
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) 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.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**BETHANY CARE SOCIETY  
 (BETHANY CARE CENTRE - COLLEGESIDE)  
 (HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**UNITED NURSES OF ALBERTA, LOCAL #2  
 (HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: COST OF LIVING LUMP SUM**

The parties agree that:

- For the July 1, 2012 wage increases in the Salary Appendix, if the Consumer Price Index (CPI), based on the Statistics Canada Annual Alberta CPI figure for 2011, 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 2011 CPI	-	5%	=	Cost of Living Protection (%)
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(b)	Cost of Living Protection (%)	X	Regular hours actually worked between July 1, 2012 – December 31, 2012	X	Basic Rate of Pay on June 30, 2012	=	December 31, 2012 Cost of Living Lump Sum Payment*
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(c)	Cost of Living Protection (%)	X	Regular hours actually worked between January 1, 2012 – June 30, 2013	X	Basic Rate of Pay on June 30, 2012	=	June 30, 2013 Cost of Living Lump Sum Payment**
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\* Cost of Living Lump Sum Payment to be paid on the first pay day following the pay period which includes December 31, 2012.

\*\* Cost of Living Lump Sum Payment to be paid on the first pay day following the pay period which includes June 30, 2013.

2. For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
  - (a) Leaves of absence for Union business,
  - (b) Other leaves of absence of one month or less,
  - (c) Time on sick leave with pay,
  - (d) Absences while receiving Workers’ Compensation,
  - (e) Educational leave up to 24 months,
  - (f) Vacation with pay, and
  - (g) Short-term and Long-term Disability.

**SALARY APPENDIX**

**Registered Nurse**

**Registered Psychiatric Nurse**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>
July 1, 2010	\$32.34	\$33.59	\$34.83	\$36.08	\$37.33	\$38.56	\$39.81	\$40.99	\$42.45
2% LSPA Rate	\$32.99	\$34.26	\$35.53	\$36.80	\$38.08	\$39.33	\$40.61	\$41.81	\$43.30
July 1, 2011	\$32.99	\$34.26	\$35.53	\$36.80	\$38.08	\$39.33	\$40.61	\$41.81	\$43.30
2% LSPA Rate	\$33.65	\$34.95	\$36.24	\$37.54	\$38.84	\$40.12	\$41.42	\$42.65	\$44.17
July 1, 2012	\$34.31	\$35.63	\$36.95	\$38.27	\$39.60	\$40.90	\$42.23	\$43.48	\$45.03
2% LSPA Rate	\$35.00	\$36.34	\$37.69	\$39.04	\$40.39	\$41.72	\$43.08	\$44.35	\$45.93

**Certified Graduate Nurse**

**Graduate Nurse - Temporary Permit Holder**

**Graduate Psychiatric Nurse**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>
July 1, 2010	\$29.59	\$30.51	\$31.15	\$31.72	\$32.22	\$32.89	\$33.94	\$34.92	\$36.15
2% LSPA Rate	\$30.18	\$31.12	\$31.77	\$32.35	\$32.86	\$33.55	\$34.62	\$35.62	\$36.87
July 1, 2011	\$30.18	\$31.12	\$31.77	\$32.35	\$32.86	\$33.55	\$34.62	\$35.62	\$36.87
2% LSPA Rate	\$30.78	\$31.74	\$32.41	\$33.00	\$33.52	\$34.22	\$35.31	\$36.33	\$37.61
July 1, 2012	\$31.39	\$32.36	\$33.04	\$33.64	\$34.17	\$34.89	\$36.00	\$37.04	\$38.34
2% LSPA Rate	\$32.02	\$33.01	\$33.70	\$34.31	\$34.85	\$35.59	\$36.72	\$37.78	\$39.11

**Undergraduate Nurse**

July 1, 2010	\$24.29
July 1, 2011	\$24.78
July 1, 2012	\$25.77

**\* See Letter of Understanding re: Cost of Living Adjustment.**

