

COLLECTIVE AGREEMENT

BETWEEN

**REVERA LONG TERM CARE
(operating as SOUTH TERRACE CONTINUING CARE CENTRE
(EDMONTON)**

(hereinafter referred to as the “Employer”)

AND

UNITED NURSES OF ALBERTA LOCAL #235

(hereinafter referred to as the “Union”)

BETWEEN

**REVERA LONG TERM CARE
(operating as McKENZIE TOWNE CARE CENTRE)
(CALGARY)**

(hereinafter referred to as the “Employer”)

AND

UNITED NURSES OF ALBERTA LOCAL #401

(hereinafter referred to as the “Union”)

January 1, 2008 - December 31, 2010

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PREAMBLE

WHEREAS the parties acknowledge that the primary purpose of the Employer and Employees is to work together to provide and improve quality care and in protecting the interests of residents, and believe that this purpose can be achieved most readily if harmonious relationships exist between the Employer and Employees;

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

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

Now therefore, this collective bargaining agreement witnesseth:

ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT

- 1.01 (a) Except where otherwise stated, this Collective Agreement shall be in force and effect from and after January 1, 2008 or the date upon which the United Nurses of Alberta Local #235 and South Terrace Continuing Care Centre exchange notice of ratification by their principals of the terms of this Collective Agreement, whichever is later, up to and including December 31, 2010, and from year to year thereafter after unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to terminate or amend this Collective Agreement.
- (b) Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after January 1, 2008 or the date upon which the United Nurses of Alberta Local #401 and McKenzie Towne Care Centre exchange notice of ratification by their principals of the terms of this Collective Agreement, whichever is later, up to up to and including December 31, 2010, and from year to year thereafter after unless notice, in writing, is given by either party to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date of its desire to terminate or amend this Collective Agreement.
- (c) The bargaining unit and collective agreement pursuant to 1.01(a) is different from the bargaining unit and collective agreement pursuant to 1.01(b).
- 1.02 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.
- 1.03 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase(s) they would

have received but for the termination of employment, upon the submission of a written application to the Employer within sixty (60) calendar days of the signing of the Agreement.

- 1.04 For the term of this Collective Agreement, the Employer and the Union will not exercise their rights unreasonably or in a manner that is inconsistent with the terms of this agreement.

ARTICLE 2: DEFINITIONS

2.01 “Arbitration” shall take meaning from the section of the Labour Relations Code dealing with the resolution of a difference.

2.02 “Director of Care” shall mean the Director of Care Services in the Care Centre.

2.03 “Basic rate of pay” shall mean the step in the scale applicable to the Employee as set out in the Salaries Appendix inclusive of educational allowances but exclusive of all other allowances and premium payments.

2.04 “Employee” shall mean and include such persons as may from time to time be appointed or designated to carry out administrative duties in respect of operations and management of the Care Centre.

(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;

(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.

(b) “Casual Employee” is one who:

(i) is hired to work on a call basis and who is not regularly scheduled without her consent.

(ii) is regularly scheduled for a period of three (3) months or less for a specific job; or

(iii) relieves for absences recognized by this Collective Agreement the duration of which are three (3) 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 (3) months but less than twelve (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 (3) 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 (3) months.
- 2.05 “Executive Director” means the Executive Director of the Care Centre.
- 2.06 “Employer” shall mean and include such persons as may from time to time be appointed or designated to carry out administrative duties in respect of operations and management of the Care Centre.
- 2.07
- (a) “Certified Graduate Nurse” means a person whose name is in the Certified Graduate Nurses Roster and who holds an annual permit pursuant to the Health Professions Act and Regulations.
 - (b) “Graduate Nurse – Temporary Permit Holder” means a person whose name is on the Temporary Register and who holds a temporary permit pursuant to the Health Professions Act and Regulations.
 - (c) “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”, “Registered Nurse or “Registered Psychiatric Nurse.”
 - (d) “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.
 - (e) “Registered Psychiatric Nurse” means a person who has been issued a certificate of registration as a registered Psychiatric Nurse pursuant to the Health Professions Act and Regulations and who holds an annual certificate.
- 2.08 “Shift” means a daily tour of duty of not less than three (3) consecutive hours, exclusive of overtime hours.
- 2.09 “Union” shall mean the United Nurses of Alberta Local #235 South Terrace Care Centre and Local #401 McKenzie Towne Care Centre which are party to the agreement.
- 2.10 The feminine gender shall mean and include the masculine and similarly the singular shall mean the plural and vice versa as applicable.
- 2.11 “Gross Earnings” shall mean all monies earned by the Employee from the Employer under the terms of this Collective Agreement.

2.12 FTE status is the ratio of hours worked by an employee in a bi-weekly pay period to the regular hours of work for a full time employee in a bi-weekly period, as defined in Article 7 - Regular Hours of Work.

2.13 “Bi-weekly period” shall mean the two (2) calendar weeks constituting a pay period.

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 bargaining certificate of the Labour Relations Board for Local #235 and Local #401 and amendments thereto.

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

3.03 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.

3.04 There shall not be any Local meeting on the premises of the Care Centre without the permission of the Executive Director.

ARTICLE 4: MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) make or alter, from time to time, rules and regulations, to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
- (c) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit(s) or classification(s), and to determine whether or not a position will be continued or declared redundant;
- (d) hire, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for just cause;
- (e) determine and establish procedures and maintain standards for the care, welfare, safety and comfort of the residents of the Care Centre.

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

ARTICLE 5: DUES, DEDUCTIONS AND UNION BUSINESS

5.01 The Employer shall deduct from the gross earnings of each Employee covered by this Collective Agreement, as a condition of employment, 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 fifteenth (15th) day of the month following and shall be accompanied by a list of those Employees from whom deductions have been made and the amounts of union dues deducted and gross earnings of each Employee.

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

5.03 Where the payroll system is on other than a monthly basis, the deductions specified in Article 5.01 above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.

5.04 The Employer shall provide a bulletin board in a reasonably accessible location for the exclusive use of the Union, and for the sole purpose of posting information related to the Union's activities. In addition, and where mutually agreed, space may be provided on other existing bulletin boards. The Employer reserves the right to require that posted material damaging to the Employer be removed.

5.05 (a) A representative of the Union shall have the right to make a presentation of up to twenty (20) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.

(b) The Employer shall advise the Union President or designate of the date, time and place for each orientation, and any changes in the scheduling of each orientation.

5.06 (a) The Employer shall not unreasonably withhold approval for leave(s) of absence for Employees elected or appointed to perform Union business. Such requests for leaves of absence by the Employee shall not be unreasonable, must be made in writing, and the Employer's reply shall be given in writing.

(b) For Executive Officers of the United Nurses of Alberta, where the request for leave is in writing, it shall not be denied.

(c) All such leave shall be without pay.

- (d) For any such leave of absence the Employee or the Local must provide twenty-one (21) days written notice, unless a shorter notice is mutually agreed between the Employer and the Union.

ARTICLE 6: NO DISCRIMINATION

6.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, 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.

ARTICLE 7: HOURS OF WORK AND SCHEDULING PROVISIONS

7.01 Regular Hours of Work

- (a) Regular hours of work for full-time Employees shall be:

- (i) seven point seven five (7.75) consecutive hours per day;
- (ii) seventy-seven point five (77.5) hours bi-weekly

and shall exclude a one-half (1/2) hour meal period, but include two (2) fifteen (15) minute rest periods per day (one (1) rest period during each half shift), or where more suitable for completion of work assignments and scheduling, one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours.

- (b) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, the Employee shall be so advised in advance and be paid for that meal period at the Employee's basic rate of pay.
- (c) An Employee recalled to duty during her meal period or rest period shall, if possible, be provided with a full meal period or rest period, later in her shift. In the event that this is not possible or where the later period cannot be taken, she shall be paid for such at overtime rates.
- (d) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

7.02 Shift Schedules

- (a) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) and zero eight hundred (0800) hours.
- (b) The shift patterns which may be available are:
 - (i) Permanent days
 - (ii) Permanent evenings
 - (iii) Permanent nights
 - (iv) Days and Evenings
 - (v) Days and Nights
- (c) Except in cases of emergency or by mutual agreement between the Employee and the Employer, shift schedules shall provide for:
 - (i) at least fifteen and a half (15 1/2) hours off duty between shifts;
 - (ii) Four (4) scheduled days of rest in a fourteen (14) day period, of which two (2) days of rest must be consecutive and are to be scheduled for alternating weekends. "Weekend" is defined as a Saturday and the following Sunday, which provides for a minimum of fifty-six (56) hours off duty;
 - (iii) not more than six (6) consecutive scheduled days of work; however, an Employee may, by mutual agreement, work a maximum of seven (7) consecutive shifts.
 - (iv) Violation of any provision of Article 7.02(c) shall result in payment to each affected Employee at the overtime rate, in accordance with Article 8 for all regular hours worked during the period of violation.

7.03 Schedule Posting

Shift schedules shall be posted six (6) weeks in advance, or lesser provided the parties have mutually agreed in writing.

7.04 Schedule Changes

- (a) If, in the course of a posted schedule, the Employer:
 - (i) changes Employees' scheduled days off without giving seven (7) days notice of the change, they shall be paid at the applicable overtime rate for all hours worked on what would otherwise have been their off-duty days.
 - (ii) changes an Employees' scheduled shift, but not their scheduled days off, without giving seven (7) days notice of the change, they shall be paid at the applicable overtime rate for all hours worked during the first (1st) shift of the changed schedule.
- (b) Employees shall be notified of such changes in their schedule and such changes shall be recorded on the shift schedule.
- (c) An Employee or the Employer may, during the course of a posted schedule, ask to amend scheduled shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for seven (7) days notice of change shall not apply. Employees or the Employer should make such requests as far in advance as possible in order to maximize the ability to accommodate the request. Any shift changes made by mutual agreement shall not violate the scheduling provisions of this Article.

7.05 Employee Shift Exchange

- (a) Employees may exchange shifts or days off among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employer in writing); and
 - (iii) Such exchange shall be recorded on the shift schedule by the Employer.
- (b) Such exchange shall not be deemed a violation of the scheduling provisions of this Article and shall not result in payment of an overtime penalty by the Employer.

7.06 Reporting Pay

In the event that an Employee reports for work as scheduled and is requested by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equal to three (3) hours pay at the Employee's basic rate of pay.

7.07 The Employer may require an Employee working permanent shifts to work blocks of other shifts on a temporary or relief basis. Such blocks may occur not more than twice (2 times) per calendar year, for a total of not more than twelve (12) worked shifts per calendar year.

7.08 Employees who are required to rotate shifts shall be assigned day duty approximately two-fifths (2/5) of the time unless otherwise mutually agreed by the Employee and the Employer, provided that in the event of an emergency or where unusual circumstances exist, an Employee may be assigned to such shift(s) as may be necessary. Scheduled days off, Named Holidays and vacation periods shall not be considered as day duty in the application of this clause.

ARTICLE 8: OVERTIME

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

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

(c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by October 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to October 15, and shall not be unreasonably denied.

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

8.02 The overtime rate of two times (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 sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work.

- 8.04 The Employer shall endeavour to minimize the use of mandatory overtime.
- 8.05 Rest periods and meal breaks shall be taken in accordance with Article 7.01(a).
- 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: CALL BACK

- 9.01 When an Employee is called back and reports to work, he or she shall be deemed to be working overtime and shall be paid for all hours worked or for three (3) hours, whichever is the longer, at the overtime rate.
- 9.02 (a) Where an Employee works pursuant to this Article and there is not a minimum of eight (8) consecutive hours of duty in the 12 hours preceding the Employee's next Shift, at the Employee's request, the Employee shall be entitled to eight (8) 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 required by the Employer to use their personal vehicle in the conduct of Employer business shall be reimbursed by way of personal expense account at the rate established by the Company.

ARTICLE 11: PROBATIONARY PERIOD AND ORIENTATION

- 11.01 (a) A new Employee shall serve a probationary period of five hundred and three point seven-five (503.75) hours worked.
- (b) 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 her or his probationary period. 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, if a new Employee is unsuitable in the opinion of the Employer, such Employee may be terminated at any time during the probationary period without recourse to the grievance procedure.
- 11.03 The Employer shall provide a paid orientation period for all new Employees of up to seven (7) days shifts under guidance or supervision. Orientation to the site shall be provided prior to the conclusion of the aforementioned seven (7) shifts. Employees request for additional orientation shall not be unreasonably denied.
- 11.04 An Employee, absent for more than six (6) months, shall be provided with appropriate re-orientation, the form and duration of which shall be determined in consultation between the Employee and the immediate supervisor.

ARTICLE 12: SENIORITY

- 12.01 (a) Except as otherwise stated in this Collective Agreement, seniority shall mean the total number of hours worked in the Care Centre's employ subject to Article 12.05. One year of service is deemed to mean two thousand and fifteen (2,015) hours.

For continuous employment prior to February 8, 2005 in the case of South Terrace Care Centre, or February 17, 2005 in the case of McKenzie Towne Continuing Care Centre, one year of service is deemed to mean two thousand and eighty (2,080) hours.

- (b) Continuous service within the bargaining unit shall include:
- (i) service as a bargaining unit Employee in direct nursing care, and
 - (ii) service with a related care centre of the Employer where there is a collective bargaining relationship between the Parties, and where the Employee is the successful applicant at the same or related care centre, and provided there was no break in the Employee's service for longer than ninety (90) days.
- (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 in accordance with Article 12.01(a).
- 12.02 Seniority shall be considered in determining:
- (a) assignment of available shift schedules subject to the provisions of Article 7;
 - (b) promotions and transfers within the bargaining unit subject to the provisions specified in Article 14;

- (c) layoff and recall subject to the provisions specified in Article 15;
 - (d) preference of vacation times.
- 12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- (a) when an Employee resigns;
 - (b) upon the expiry of twelve (12) months following layoff during which time the Employee has not been recalled to work;
 - (c) if, subject to the provisions of Article 15, an Employee does not return to work after being recalled.
- 12.04 Seniority Lists
- (a) *Provision of Seniority Lists*
Seniority lists shall be provided by the Employer to the Union:
 - (i) within thirty days of date of signing of this Collective Agreement, and
 - (ii) in January and July of each year thereafter and
 - (iii) when Employees have been served a notice of layoff.
 - (b) *Contents of Seniority Lists*
The seniority list shall contain the name and seniority date of each Employee in chronological order along with each Employee's FTE status and classification.
 - (c) *Correction of Seniority Lists*
The Union may question or grieve any inaccuracy within thirty (30) days of receiving the list. Thereafter the date shall be considered as being established.
 - (d) Where an Employee claims previous service under Article 12.01(b)(ii), the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer.
- 12.05 Seniority shall accrue on the basis of hours paid for by the Employer, and shall continue to accrue during:
- (a) Periods of paid sick leave;
 - (b) Periods of unpaid leave up to one (1) month;

- (c) Leaves of absence with pay;
- (d) Bereavement leave;
- (e) Court appearances as specified in Article 22.06
- (f) Vacations;
- (g) Periods of time when in receipt of Workers Compensation as a result of injury or illness incurred while in the employment of the Employer.

12.06 Seniority shall be retained but shall not accrue during:

- (a) Periods of unpaid leave, to the extent that such leave exceeds one (1) month;
- (b) While an Employee is on layoff;
- (c) periods when the Employee is in receipt of Workers' Compensation or Long Term Disability for periods exceeding two (2) years from the onset of the disabling injury or illness.

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.
- (b) Meetings for the purpose of the evaluation shall be scheduled with reasonable advance notice which shall not be less than twenty-four (24) hours. At the evaluation the Employee shall be given a copy of the Employee's evaluation document. Upon request the contents of the Employee's personnel file shall be available for examination by the Employee at the time of the evaluation. The Employee shall sign her or his evaluation for the sole purpose of indicating that the Employee is aware of the evaluation and shall have the right to respond, in writing, within seven (7) days of the meeting and such reply shall be attached to the evaluation and placed in the Employee's personnel file.
- 13.03 (a) By appointment made at least two (2) working days in advance, exclusive of Saturday, Sunday or Named Holidays, an Employee may view her or his personnel file on request and in the presence of a person authorized by the Employer. An Employee may be accompanied by a Union Representative when viewing the Employee's personnel file.

- (b) An Employee may request and shall be given a copy of any or all documents contained in her or his personnel file at the time the Employee views the file, pursuant to Article 13.03(a). 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; such fee shall be established by the Employer.

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

ARTICLE 14: PROMOTIONS, TRANSFERS AND VACANCIES

14.01 (a) Where there is a vacancy at the Care Centre, the Employer shall post notices of vacancies within the bargaining unit not less than five (5) calendar days in advance of making an appointment. A copy of such notice shall be forwarded to the Union within five (5) calendar days of the posting.

- (b) When circumstances require the Employer to fill a vacancy before the expiration of the five (5) calendar days, the appointment shall be made on a temporary or casual basis only.

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

- (d) The posting shall identify the location, the number of hours, and the number of day, evening and night shifts to be worked in the rotation.

14.02 (a) A vacancy resulting from either:

- (i) the creation of a specific job of limited term exceeding three (3) months' duration; or
- (ii) a leave of absence granted for a period known to be longer than three (3) months;

shall be posted in accordance with Article 14.01

- (b) Where such a vacancy has been filled by the appointment of a Full-time or Part-time Employee, and where, at the completion of the term expressed in Article 14.02(a), the Employer decides that the incumbent Employee is no longer required to continue in that position, the Employee shall be reinstated or placed in accordance with the terms of Article 14.07. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee.

- (c) Where such a vacancy has been filled by the appointment of a Casual Employee, and where, at the completion of the term expressed in Article 14.02 (a), the Employer decides that the that the incumbent Employee is no longer required to continue in that position, the Employee shall resume the normal terms and conditions of employment as a Casual Employee and the provisions of Article 30.03 (a) (ii) shall no longer apply. A Casual Employee achieving a temporary position pursuant to this provision shall maintain their status as a Casual Employee.
- (d) During the term of a temporary position, the incumbent Employee shall not be excluded from applying for posted vacancies.
- (e) Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be reasonably withheld.

14.03 Applications pursuant to Article 14.01 (a) and 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 and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

If all applicants for a vacancy are Casual Employees, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, the position shall be awarded to the Employee with the highest rank on the casual roster at that location.

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 (8) calendar days. The Union shall be informed in writing of the name of the successful applicant within five working days of the appointment. Unsuccessful applicants will be notified.

- 14.06 (a) The transferred or promoted Employee will be given a trial period of three hundred and twenty-five and one-half (325 1/2) hours worked in which to demonstrate the Employee's ability to perform the new assignment satisfactorily.
- (b) The Employer shall provide an evaluation of the Employee prior to the completion of the trial period.
- (c) Should the Employee fail to succeed during the trial period, the Employer shall reinstate the Employee in her or his former position or, if such reinstatement is not possible, place the Employee in another suitable position. Such reinstatement or placement shall be at not less than the rate of pay to

which the Employee would be entitled had the Employee remained in her or his former position.

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

14.08 At the time of hire, or transfer, or change of FTE, 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 FTE status;
- (d) date of hire and transfer (if applicable); and
- (e) rate of pay

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

14.09 Transfers Outside the Bargaining Unit and Seniority

No Employee shall be transferred to a position outside the bargaining unit without her consent. If an Employee is transferred to a position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate further seniority.

An Employee shall have the right to return to a position in the bargaining unit within three (3) months. If an Employee returns to the bargaining unit then she retains her prior seniority and is placed in a job consistent with that seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 15: LAYOFF AND RECALL

15.01 Notice

- (a) In case it becomes necessary to reduce the working force, or eliminate positions, the Employer will notify Employees in person or by registered mail or by courier who are laid off fourteen (14) calendar days prior to the layoff, and shall forward to the Union a copy of the notice of layoff forthwith, except that the fourteen (14) calendar days notice shall not apply where layoff results from emergency conditions or circumstances.
- (b) Where the layoff results from emergency conditions or circumstances, fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof shall be paid to affected Employees.

15.02 Order of Lay-Off

- (a) Subject to the provisions of Article 15.02(b) and 15.03(a)(iii), layoff shall occur in reverse order of seniority.
- (b) Notwithstanding the provisions of Article 15.02(a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 15.03(a) would result in retaining Employees who do not have the ability to perform the work.

15.03 Displacement

- (a) An Employee whose position is eliminated by the Employer or who is displaced in accordance with this Article shall:
 - (i) have the right to displace an Employee with less seniority in a position for which the Employee has the ability to perform the work; or
 - (ii) at the Employee's option, take a position which is vacant and for which the Employee has the ability to perform the work; or
 - (iii) at the Employee's option, accept layoff with the right of recall.

If an Employee elects (i) or (ii) and the Employer determines that the Employee does not have the ability to perform the work of the position selected, the Employer shall inform the Employee and the Union of such within ten (10) consecutive calendar days, exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18, of the Employee making such selection. The Employee shall then have the right to make another selection in accordance with Article 15.03.

- (b) An Employee exercising the right to displace another Employee or to take a vacant position pursuant to Article 15.03(a) shall within forty-eight (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. Where there is more than one (1) Employee on that unit with an equivalent full-time equivalency, shift pattern, and length of shift, to that of the selected position, the Employee shall displace the least senior of such Employees. Where the Employee fails to exercise such right within the specified time limit, the Employee shall be deemed to have waived the right to displace another Employee or take a vacant position and the Employer shall:
 - (i) place the Employee in any available vacant position of the Employer's choice for which the Employee has the ability to perform the work; or

- (ii) in the absence of such a vacancy effect a layoff in accordance with Article 15.02 by serving notice pursuant to Article 15.01.

15.04 Recalls

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

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

15.06 Employees who have been given notice of layoff shall make prior arrangements for payment of the full premium for any contributory benefit plans, through the Employer. Such payments shall cover the period beginning the first of the month following the month in which the layoff occurred.

15.07 Application of Collective Agreement

- (a) The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of Articles 7 and 14.
- (b) Where an Employee works while on layoff in accordance with Article 15.05, the provisions of the Collective Agreement applicable to a casual Employee shall apply.
- (c) Should an Employee be affected pursuant to Article 15.02(a) while the Employee is on leave of absence, Workers' Compensation or absent due to illness or injury, the Employee shall be served with notice under Article 15.02

after the Employee has advised the Employer of her or his readiness to return to work.

- (d) Other than for the continuance of seniority, discipline, grievance and arbitration rights and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right to recall.

ARTICLE 16: RESPONSIBILITY ALLOWANCE

16.01 The Employer agrees to pay one dollar and fifty-cents (\$1.50) per hour to an Employee from the bargaining unit designated by the Employer to be responsible for the Care Centre on evenings, nights, weekends, and in the absence of the Director of Care and Program Manager.

Effective the date of notice of ratification, the Employer agrees to pay two dollars (\$2.00) per hour to an Employee from the bargaining unit designated by the Employer to be responsible for the Care Centre on evenings, nights, weekends, and in the absence of the Director of Care and Program Manager.

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 twelve (12) month period commencing on the first (1st) day of January in each calendar year and concluding on the last day of December.
- (c) "date of employment" means:
 - (i) in the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) day of that calendar month; or
 - (ii) in the case of an Employee whose employment commenced between the sixteenth (16th) and last days inclusive of any month, the first (1st) day of the following calendar month.

17.02 Vacation Entitlement

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

- | | | |
|-------|---------------------------|--|
| (i) | Less than one year | 1 working day for each month, maximum of 10 days |
| (ii) | One year or more | 15 working days |
| (iii) | Three years or more | 20 working days |
| (iv) | fifteen years or more | 25 working days |
| (v) | twenty-five years or more | 30 working days |

(b) Employee with Less than a Year of Service

An Employee who has less than one (1) year of service prior to the first (1st) day of January in any one (1) calendar 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 twelve (12) months.

(c) Supplementary Vacation

Regular Employees shall qualify for a one-time supplementary paid leave, over and above normal annual vacation as provided in Article 17.01 above and as set out below. Utilization of this one-time bonus vacation is limited to the twelve (12) month period immediately following the described anniversary below, and is subject to the established provisions governing the scheduling of vacation, in accordance with Article 17.03. There is no carry-over or carry-forward privilege for any portion of bonus vacation which remains unused at the end of the twelve (12) month limited period. If bonus vacation remains unused at the end of the twelve (12) month limited period, then the unused portion will be paid out. For regular part-time Employees this bonus vacation time is paid on a pro-rata basis in accordance with the ratio of the part-time Employee's scheduled bi-weekly hours compared to the scheduled bi-weekly hours for a full-time Employee.

- (i) Upon reaching the employment anniversary of 25 years of continuous service, regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days
- (ii) Upon reaching the employment anniversary of 30 years of continuous service, regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days.
- (iii) Upon reaching the employment anniversary of 35 years of continuous service, regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days.

- (iv) Upon reaching the employment anniversary of 40 years of continuous service, regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days.
- (v) Upon reaching the employment anniversary of 45 years of continuous service, regular Employees shall qualify for a one-time supplementary paid leave of five (5) work days.

This provision also applies to all regular Employees who have reached their employment anniversary as above as of the date of ratification, and takes effect for the vacation year which commences January 1, 2009.

- (d) Where an Employee commences employment with the Employer within ninety (90) days of the date of termination of employment with the same or another care centre of the Employer where UNA is the bargaining agent, and where there same condition applies, then the Employee shall accrue vacation entitlement as though her or his employment had been continuous. Upon request, the Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.

17.03 Time of Vacation

- (a) All vacation earned during one (1) vacation year shall be taken during the next following vacation year at a mutually agreeable time.
- (b)
 - (i) The Employer shall post the vacation schedule planner by January 10th of each year. Where an Employee submits her or his vacation preference by March 15th of that year, the Employer shall indicate in writing approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 15th of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
 - (ii) When an Employee submits a request in writing after April 15th for vacation, requests will be considered on a first come first served basis; the Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request.
- (c) Notwithstanding Article 17.03 (a), an Employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Requests to carry forward vacation shall be made in writing and shall not be unreasonably denied.
- (d) Notwithstanding Article 17.03 (a), a full-time or part-time Employee shall have the right to utilize vacation credits during the vacation year in which they are earned provided the following conditions are met:

- (i) the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation; and
 - (ii) such vacation can be taken at a mutually agreeable time.
- (e)
 - (i) Subject to Article 17.03(e) (ii), the Employer shall grant the annual vacation to which the Employee is entitled in one (1) unbroken period.
 - (ii) Upon request of the Employee, the Employer may grant an Employee's request to divide the Employee's vacation. Such request shall not be unreasonably denied.
- (f)
 - (i) Effective January 1, 2009, notwithstanding Article 17.03(c), Employees with an annual vacation entitlement of four (4) weeks, provided a minimum of three (3) weeks vacation has been taken, may request, in writing, payout of vacation pay for the unused week.
 - (ii) Effective January 1, 2009, notwithstanding Article 17.03(c), Employees with an annual vacation entitlement of five or six weeks, provided a minimum of four (4) weeks or five (5) weeks vacation has been taken, may request, in writing, payout of vacation pay for the unused week(s).
- (g) No Employee shall have her or his vacation cancelled or rescheduled by the Employer unless it has been assessed to be recognized critical unforeseen emergency and it can be demonstrated that a bona fide attempt was made to mobilize the appropriate, available resources to address and resolve the issues before activating these provisions. An Employee who has her or his vacation cancelled by the Employer shall be paid two times (2X) her or his Basic Rate of Pay for the Shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation with receipts.

17.04 Vacation Pay on Termination

- (a) If an Employee is terminated and proper notice given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement at the Employee's basic rate of pay.
- (b) Notwithstanding any other provisions of this Collective Agreement, if employment is terminated by an Employee without giving proper notice for resignation, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacations with pay, provided that the Employer may waive this clause if termination is due to illness or to other causes which are acceptable to the Employer.

- (c) For an Employee who gives at least twenty-eight (28) calendar days notice of resignation or who is dismissed, all monies due shall be paid within three working days of the last day worked.

ARTICLE 18: NAMED HOLIDAYS

- 18.01 (a) Full-time Employees shall be eligible to receive a day off with pay on or for the following Named Holidays: Full time employees shall receive the following eleven (11) holidays:

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

and any day proclaimed to be a Holiday by:

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

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

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

- 18.03 (a) Except as specified in Article 18.03(b), and Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at the applicable overtime rate plus:

- (i) an alternate day off at a mutually agreed time; or
- (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
- (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.

- (b) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03(a)(i) and (ii) until such time as the Employee and Employer have endeavoured to agree on the date of the alternate day off. Failing mutual agreement within thirty (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.
- 18.05 When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Article 18.03.
- 18.06 (a) An Employee shall be so scheduled as to provide the Employee with days off on at least four (4) of the actual Named Holidays. Unless otherwise requested by the Employee, one of these four (4) Named Holidays shall be either Christmas or New Year's Day.
- (b) (i) An Employee granted Christmas Day off in accordance with Article 18.06(a) shall be scheduled such that the Employee shall have two (2) 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 (2) consecutive days where she or he will not be obliged to work (i.e. December 31 and January 1 or January 1 and 2).
- (c) At the request of the Employee, 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.
- (b) The Parties recognize that alcoholism, drug addiction and mental disorders are illnesses that may respond to treatment and therapy. To the extent that an Employee is undergoing active treatment by a licensed physician or therapy by a licensed practitioner and is absent from work, such absence shall be eligible for sick leave.
- 19.02 (a) Effective the first month following notice of ratification, employees who have not completed their probation shall not be entitled to sick leave. Employees who have completed their probationary period shall be credited with four and one-half (4 1/2) days of sick leave and shall then accumulate sick leave credits at a rate of one and one half (1 1/2) days per full month of service (a full

month of service shall mean one sixty-eight (168) regular hours worked), to a maximum of one hundred and twenty (120) days.

- (b) For purposes of establishing a sick leave bank, persons on the payroll of the Employer on the date ratification, shall have sick leave credits calculated in accordance with “Letter of Understanding – Article 19, Implementation of Sick Leave Plan.”

- 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 An Employee may be required to submit satisfactory proof of disabling illness or injury for any reason.
- 19.05 When an Employee has accrued the maximum sick leave credits of one-hundred and twenty (120) days, the Employee shall no longer accrue sick leave credits until such time as the Employee’s total accumulation is reduced below the maximum. At that time, the Employee shall recommence accumulating sick leave credits.
- 19.06 Should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three (3) working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or that period which exceeds three (3) working days, provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken shall be rescheduled to a mutually agreeable time.
- 19.07 Employees whose sick leave credits are exhausted and who continue to be disabled from work remain on unpaid medical leave throughout the Long Term Disability Plan elimination period, as contained at Article 21 – Health Benefits Plan. If an Employee whose sick leave credits are exhausted does not qualify for Long Term Disability then the employee shall be considered as remaining on sick leave without pay or benefits for the duration of the illness, or for a period up to twelve (12) months from the date of onset of the disabling illness, whichever is lesser.
- 19.08 An employee who has been absent due to any illness or injury and is fit and able to return to work, will provide the Employer written notice of return as far in advance as possible.
- 19.09 Upon request by an Employee, but not more frequently than twice yearly, the Employer shall advise an Employee of her or his accrued sick leave credits.
- 19.10 When scheduling an appointment for examination or treatment by a licensed physician, dentist, optometrist or physiotherapist, the onus is on the Employee to avoid conflict or disruption with the Employee’s work schedule. If it is not possible to

schedule such appointments outside the Employee's work schedule, and provided the Employee has received prior authorization, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed two hours during one work day. If the absence is longer than two hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

19.11 Sick leave credits and benefits will cease on termination of employment.

ARTICLE 20: WORKERS' COMPENSATION

20.01 If a Employee is prevented from performing her regular work with the Employer on account of an occupational accident associated with her employment with the Employer and this accident is recognized by the Workers Compensation Act as compensable within the meaning of the Act, the Employer will, on request, supplement the award made by the Compensation Board for loss of wages to the Employee by such an amount that the award of the Compensation Board and the Employer supplementation will equal one hundred percent (100%) of the Employees regular net wages in effect at the time of the illness or injury (exclusive of any overtime, etc.) and the Employee's sick leave credits will be reduced proportionately. When the application for compensation is made the Employee shall advise whether or not she wishes to accept the Employer supplementation. Any payments so made by the Employer will cease when the accumulated sick leave has been exhausted

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 (2) weeks written notice of readiness to return to work. The Employer shall then place the Employee in the same position held by the Employee immediately prior to the disability with benefits that accrued to the Employee prior to the disability.
- (b) deemed incapable of performing the Employee's pre-disability duties, as determined by the Employee's physician and/or independent medical evaluation, shall have access to either unused sick leave credits, or disability benefits as may be provided under the Employer's Health Benefits Plan.
- (c) an Employee who receives Worker's Compensation benefits is deemed to remain in continuous employment with the Employer, and on return to work the Employee will be reinstated in the same classification and at the current step in the pay scale as that held by the Employee immediately prior to the sustained accident or injury.

20.03 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 7 and 14.

ARTICLE 21: HEALTH BENEFITS PLAN

21.01 Effective at the first of the month following thirty (30) days after notice of ratification, the Employer will provide a Health Benefits Plan which is contained in Appendix 'A' attached hereto.

21.02 The Employer will issue enrolment forms, descriptive brochures and any amending information to Regular Employees who attain eligibility for coverage under the Plan. Copies of the descriptive brochures (as may be amended from time-to-time) will be provided by the Employer to the Union's Provincial Office.

ARTICLE 22: LEAVES OF ABSENCE

22.01 General Leave

Leave of absence without pay may be granted to an Employee on request; such request shall not be unreasonably denied. The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer. If a request for leave of absence is denied, the Employer will advise the Employee in writing of the reasons for the denial.

22.02 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 three (3) 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 (2) additional calendar days as may be necessitated by reason of travel to the funeral.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off without pay to attend the funeral services. Such request shall not be unreasonably denied.
- (c) In the event of a bereavement occurring during a regular Employee's scheduled vacation, the period of bereavement will supersede vacation, which is then reinstated by the number of eligible days of bereavement. The

Employee is required to return from vacation at the scheduled time and the reinstated vacation days will be rescheduled at a future mutually agreed time.

22.03 Maternity Leave

- (a) An Employee shall, upon her written request providing at least two (2) weeks advance notice where possible, be granted maternity leave to become effective twelve (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, Employment Insurance disability benefits, or the Employer's Long Term Disability benefits.
- (c) An Employee on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work. The Employer shall reinstate 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) The maternity leave to which a pregnant Employee is entitled is a period of not more than fifteen (15) weeks, however, the Employee may combine the period of maternity with entitlement under Parental Leave, for a total period of fifty-two (52) weeks (see Article 22.04, below).

22.04 Parental Leave and Adoptive Leave

- (a) An Employee shall, upon written request, be granted leave without pay and benefits for up to thirty-seven (37) weeks that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child. An Employee on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work from Parental Leave. The Employer shall reinstate the Employee in the same position held by her or him immediately prior to taking leave, or, if such is not possible, provide the Employee with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to the Employee up to the date the leave commenced.
- (b) The Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings

22.05 Educational Leave

- (a) Leave of absence with or without pay may be granted to Employees at the discretion of the Employer to attend professional and educational meetings, courses, or other events which may be judged beneficial to the Employee's professional development, especially as it relates to her responsibilities with the Employer. The discretion will be exercised reasonably. If a leave is granted, the terms of such leave shall be identified in writing prior to the taking of the leave.
- (b) During an Employee's educational leave, the Employee may work as a casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

22.06 Court Appearance

- (a) In the event an Employee is required to appear before a court of law as a member of a jury, or as a witness in any matter arising out of the Employee's employment with the Employer, the Employee shall:
 - (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.

An employee required to serve jury duty, or who is a witness as above, shall provide appropriate documentation to the Employer.
- (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 Leave for Public Affairs

- (a) The Employer recognizes the right of a regular Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave

of absence without pay so that a regular Employee may be a candidate in federal, provincial or municipal elections.

- (b) Regular Employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

22.08 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 Special Leave

- (a) Each calendar year, each Regular and Temporary Employee shall be entitled to up to four special leave days per year without loss of regular pay, as either family leave or pressing necessity leave.

- (i) Family Leave

Family leave is intended to provide Employees with a way of attending to the health needs of members of their immediate family as defined in Article 22.02. 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 leave 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 in accordance with prevailing legislation under the laws of Canada and the laws of Alberta.

- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for special leave in accordance with Article 22.09 (a) and (b).

22.10 General Policies Governing Leaves of Absence

- (a) Applications for leave of absence shall be made, in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
- (b) Except as provided in Article 22.09(c), 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, that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans.
- (c) For the portion of Maternity Leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, Employment Insurance disability benefits, or the Employer's Long Term Disability benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) Vacation accrual and time counted towards achieving another increment for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, Employment Insurance disability benefits, or the Employer's Long Term Disability benefits, shall be administered in accordance with the applicable provisions of the Collective Agreement.
- (e) With the exception of a leave of absence for Union business for one (1) year or less, in the case of a leave of absence in excess of one (1) month, Employees shall cease to accrue sick leave, earned vacation and seniority to the extent that such leave exceeds one (1) month. The Employee's increment date shall also be adjusted by the same amount of time.
- (f) Employees shall not be entitled to Named Holidays with pay which may fall during the period of leave of absence.
- (g) Overstayed leave may result in loss of employment.

ARTICLE 23: DISCIPLINE, DISMISSAL AND RESIGNATION

- 23.01 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a written warning to the Employee, within twelve (12) days exclusive of Saturdays, Sundays and Named Holidays, of the date the Employer first became aware of the

- occurrence of the unsatisfactory conduct or performance. It shall state a definite period in which improvement or correction is expected and, at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The assignment of an improvement or correction period shall not restrict the Employer's right to take further action during said period, should the Employee's performance or conduct so warrant. A written warning that is grieved and determined to be unjust shall be removed from the Employee's record.
- 23.02 In the event an Employee is suspended or dismissed, the Employer shall, provide written reasons for the suspension or dismissal to the Employee and the Union forthwith, and in any event not later than five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) 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.
- 23.03 The procedures stated in Article 23.01 and 23.02 do not prevent immediate suspension or dismissal for just cause.
- 23.04 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than 24 hours. At such discussion, an Employee may be accompanied by a representative of the Union. The Employer shall inform the Employee prior to such meeting taking place that the Employee may be accompanied by a representative of the Union. However, should the Union representative be unavailable, the Employer shall not be prevented from taking disciplinary action.
- 23.05 An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the eighteen (18) month period, of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 23.06 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.
- 23.07 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 suspension, dismissal or discipline except for just cause.

23.09 Twenty-eight (28) calendar days notice in writing, shall be given by an Employee who resigns.

ARTICLE 24: NO STRIKE OR LOCKOUT

24.01 There shall be no strike or lockout for the duration of this Collective Agreement.

ARTICLE 25: SALARIES

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

25.02 A newly hired Graduate Nurse or a Graduate Psychiatric Nurse shall be paid at their applicable rate as per Salary Appendix, until such time as they qualify for their registration/license. Upon obtaining registration/license, the nurse shall be paid at the rate applicable to a Registered Nurse or a Registered Psychiatric Nurse retroactive to the date of the Employee's most recent date of employment or on the date she obtains registration/license, whichever is later, and proof of the same is provided to the Employer.

ARTICLE 26: EDUCATIONAL ALLOWANCES

26.01 For the purpose of establishing an Employee's basic rate of pay, the Employer will recognize diplomas and degrees relevant to Registered Nursing or Registered Psychiatric Nursing practice granted by bona fide post secondary educational institutions. The Employer will also recognize certificates achieved for specialized programs germane to gerontology granted by accredited institutions or organizations, subject to their renewal requirements, in accordance with the following scale:

Effective June 1, 2008

Baccalaureate Degree	\$0.75 per hour
Gerontology Certificate	\$0.50 per hour
Master's Degree	\$1.10 per hour

Effective December 1, 2008

Baccalaureate Degree	\$1.00 per hour
Gerontology Certificate	\$0.50 per hour
Master's Degree	\$1.30 per hour

Effective December 1, 2009

Baccalaureate Degree	\$1.25 per hour
Gerontology Certificate	\$0.50 per hour
Master's Degree	\$1.50 per hour

- (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 NEPAB (Nursing Education Program Approval Board); or
 - (B) by CARNA as being a training program substantially equivalent to a NEPAB-approved Baccalaureate Degree program.
 - (ii) for a Baccalaureate Degree other than for Nursing, a program recognized as equivalent to a Baccalaureate Degree by the International Qualifications Assessment Service.

26.02 Allowances for education are not cumulative, and are paid in accordance with the highest-rated recognized education or certification above.

26.03 Allowances for education are paid commencing on the later of the date the Employee provides proof of qualification to the Employer, retroactive to the date of successful completion as recognized by the granting institution or organization, or the date of hire.

ARTICLE 27: RECOGNITION OF PREVIOUS EXPERIENCE

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

- (a) Experience prior to a five (5) year lapse will not be recognized.
- (b) All experience satisfactory to the Employer shall be recognized on a one-for-one basis, up to the top 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 (5) years old.
- (d) It shall be the responsibility of the Employee to provide reasonable proof of satisfactory experience in order to be considered for a salary increment, and, if she fails to do so, she shall not be entitled to any adjustment under this clause.

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 Evening Premium

- (a) Effective June 1, 2008, a Shift differential of \$1.75 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; or
 - (iii) to Employees for all overtime hours worked which fall within a period of 1500 hours to 2300 hours; or
 - (iv) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours, no Shift Differential will be paid.

Effective January 1, 2009: Increase to \$2.25 per hour

Effective July 1, 2009: Increase to \$2.50 per hour

Effective January 1, 2010: Increase to \$2.75 per hour

- (b) It is understood and agreed that these shift definitions shall not prevent management from changing shift times.

28.02 Night Premium:

- (a) Effective June 1, 2008, a Shift differential of \$3.00 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.

Effective January 1, 2009, a Shift differential of \$3.75 per hour shall be paid.

Effective July 1, 2009, a Shift differential of \$4.25 per hour shall be paid.

Effective January 1, 2010, a Shift differential of \$5.00 per hour shall be paid.

- (b) It is understood and agreed that these shift definitions shall not prevent management from changing shift times.

28.03 Weekend Premium:

- (a) Effective June 1, 2008, a Shift differential of \$2.25 per hour shall be paid:
 - (i) to Employees working each a Shift wherein the majority of such Shift falls within a 64 hour period commencing at 1500 hours on a Friday and 0700 on the following Monday; or
 - (ii) 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 and 0700 on the following Monday.
 - (iii) Notwithstanding (ii) above, for Employees working a regular Shift that concludes between 1500 and 1700 hours on a Friday, no weekend premium will be paid for hours worked on the Friday.

Effective January 1, 2009: Increase to \$2.75 per hour shall be paid.

Effective July 1, 2009: Increase to \$3.00 per hour shall be paid.

Effective January 1, 2010: Increase to \$3.25 per hour shall be paid.

- (b) It is understood and agreed that these shift definitions shall not prevent management from changing shift times.

28.04 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

ARTICLE 29: RETIREMENT PLAN

29.01 The following items are agreed to be components of the group Retirement Plan as outlined in Appendix B:

- (a) Employees may contribute 1%, 2%, 3% or 4% of earnings. The Employer will match the Employee's contribution up to two percent (2%) of earnings.

Effective at the first of the month following thirty (30) days after notice of ratification, Employees may contribute 1%, 2% or 3.5% of earnings. The Employer will match the Employee's contribution up to three and one half percent (3.5%) of earnings.

Effective January 1, 2010, Employees may contribute 1%, 2%, 3.5% or 4.5% of earnings. The Employer will match the Employee's contribution up to four and half percent (4.5%) of earnings.

- (b) Regular full-time and part-time Employees are eligible to participate in the plan.
- (c) An Employee will be eligible to join the Plan upon successful completion of six (6) months of service or one thousand and seven and one-half (1007.5) hours worked, whichever is greater.
- (d) Participation in the plan is voluntary.

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

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

(b) Shift Schedules

Amend 7.02(c) (ii) to read:

- (i) four (4) scheduled rest days in a fourteen (14) day period, of which two (2) days of rest must be consecutive and are to be scheduled for alternating weekends; “weekend” is defined as a Saturday and the following Sunday, which provides for a minimum of fifty-six (56) hours off duty.
- (ii) Part-time Employees who choose to work additional shifts and who are booked on the schedule, will not have those shifts cancelled without twenty-four (24) hours notice. If the Employer fails to provide this cancellation notice, the Employee will receive three (3) hours pay for the lost shift.

(c) Increment Accrual

Part-time Employees shall be entitled to an increment on the completion of two thousand and fifteen (2,015) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen point five (1,813.5) regular hours actually worked to the maximum increment granted full-time Employees.

(d) Vacation with Pay

Amend Article 17.02 to read:

- (i) During each year of continuous service with the Employer, Part-time Employees shall earn vacation with pay based on hours of work paid at the basic rate of pay, hours worked on a Named Holiday to a maximum of seven point seven-five (7.75) hours, and periods of sick leave with pay. Such entitlement shall be prorated as follows:
- (a) less than a year – four percent (4%)
 - (b) one (1) year or more – six percent (6%);
 - (c) three (3) years or more – eight percent (8%);
 - (d) fifteen (15) years or more – ten percent (10%);
 - (e) twenty-five years or more – twelve percent (12%).
- (ii) Where an Employee commences employment with the Employer within ninety (90) days of the date of termination of employment with the same or another care centre of the Employer, where UNA is the bargaining agent and where the same condition applies, then the Employee shall accrue vacation entitlement as though her or his employment had been continuous. Upon request, the Employer shall provide the Employee with a written statement of the Employee's vacation entitlement upon termination.
- (iii) If an Employee is terminated and proper notice given, vacation pay earned to the date of termination pursuant to Article 30.01(d) will be paid in compliance with Article 17.04(c).

(e) Named Holidays

Amend Article 18.01 to read:

- (i) Part-time Employees shall be paid in addition to their basic rate of pay a sum equal to four point two percent (4.2%) of their regular earnings in lieu of Named Holidays.
- (ii) A part-time Employee required to work on a Named Holiday shall be paid at the applicable overtime rate in accordance with Article 8.02.

(f) Sick Leave

Amend Article 19.02 to read:

- (i) A Part-Time Employee shall accumulate sick leave benefits on the basis of one and one-half (1 1/2) days per month, pro-rated on the basis of the hours worked by the part-time Employee in relation to the regularly scheduled hours for a full-time Employee. Such Employee shall not be entitled to apply sick leave credits prior to the completion of the probationary period with the Employer.
 - (ii) For part-time Employees, sick leave accrual shall be based upon regularly schedule hours of work and any additional shifts worked, to a maximum of full-time hours.
- (g) Part-time Employees who have completed their probationary period shall be entitled to the health benefits and a pro-rata shared cost arrangement outlined in Appendix "A" – Health Benefits attached hereto.

30.02 Temporary Employees

- (a) A temporary Employee shall be covered by the terms of this Collective Agreement, except that a temporary Employee shall have no rights under Article 15: Layoff and Recall.
- (b) Subject to the right of the Employer to release such Employee when no longer required in that capacity or on completion of the expected term of the position, the letter of hire as specified in Article 14.06 shall also specify the expected term of the temporary position.
- (c) An Employee occupying a temporary position shall not have the right to grieve placement pursuant to Article 14.01, 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 the following Articles shall have no application to casual Employees:

Article 7- Hours of Work, 7.01 (a), 7.02, 7.03, 7.04, 7.05, 7.07 and 7.08
Article 9- Call Back
Article 12- Seniority
Article 15- Layoff and Recall
Article 17- Vacations
Article 18- Named Holidays
Article 19- Sick Leave
Article 20- Worker's Compensation
Article 21- Health Benefits
Article 22- Leaves of Absence
Article 29- Retirement Plan
All Letters of Understanding

(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 less than three (3) months or less, advance notice of scheduling shall not exceed seven (7) calendar days.
- (ii) Where a casual Employee is transferred to a position pursuant to Article 14.01(b), the Employee shall receive the benefits of a temporary Employee while filling that position.
- (iii) Where a casual Employee is regularly scheduled under the provisions of Article 2.05(b)(ii) and (iii), the scheduling provisions of Article 7 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 three (3) hours pay at the Employee's basic rate of pay, in accordance with Article 7.06.

(b) Increment Accrual

Casual Employees shall be entitled to an increment on the completion of two thousand and fifteen (2,015) regular hours of work and thereafter a further increment upon the completion of each period of one thousand eight hundred and thirteen point five (1813.50) regular hours actually worked to the maximum increment granted full-time Employees.

(c) Vacation

Amend Article 17 to read:

- (i) Casual Employees shall be paid, in addition to their basic rate of pay, a sum equal to:
 - (a) less than a year – four percent (4%)
 - (b) one (1) year or more – six percent (6%)
 - (c) three (3) years or more – eight percent (8%)
 - (d) fifteen (15) years or more – ten percent (10%)
 - (e) twenty-five years or more – twelve percent (12%)
- (ii) Casual Employees shall receive payment in lieu of vacations with pay to which they are entitled following each pay period.

(d) Named Holidays

Amend Article 18 to read:

- (i) Casual Employees shall be paid in addition to their basic rate of pay a sum equal to four point two percent (4.2%) of their regular earning in lieu of Named Holidays.
 - (ii) A casual Employee required to work on Named Holidays shall be paid at the applicable overtime rate for work performed, in accordance with Article 8.02.
- (e) Casual Employees shall be eligible for Workers' Compensation benefits in accordance with the laws of Alberta.
 - (f) Casual Employees do not accrue seniority. However, upon promotion or transfer to a regular position, the Casual Employee will be accorded seniority on the basis of all hours worked on casual status in the two (2) calendar years immediately preceding attainment of the regular position.

ARTICLE 31: COPIES OF THE 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 (7) days of receipt of the copies by the Employer. The Collective Agreement shall be printed in booklet form by the United Nurses of Alberta. The costs of printing shall be shared equally between the parties.

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

ARTICLE 32A: GRIEVANCE PROCEDURE

32.01A Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give the Union in respect of any matter referred to in this Article and Article 33 shall be sufficient if delivered to the President or Secretary of the Local.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article and Article 33 shall be sufficient if delivered to the Director of Care or the Executive Director.
- (c) The hearing of grievances at any stage of the grievance procedure may be held during the normal working day with no loss of basic pay for a participating Employee provided the Employee does not leave the Employer's premises.

32.02A Definition of Time Periods

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

32.03A 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 immediate supervisor in an excluded management position. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

(b) *Step 2*

The grievance shall be submitted in writing to the Director of the Care, or designate, within ten (10) days of the date the Employee first became aware or reasonably should have become aware, of the occurrence of the act causing the grievance. It shall state the clause claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Director of Care, or designate shall be communicated, in writing, to the Local within

seven (7) days of the receipt of the grievance. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

(c) *Step 3*

The grievance, within seven (7) days of the decision of the Director of Care, or designate, under Step 2 may be advanced to the Executive Director, or designate, in writing. The Parties shall meet for the purpose of resolving the grievance within twenty (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. If the grievance is not resolved at the Step 3 meeting, the Employer shall communicate its final decision, in writing to the Local within seven (7) days of the meeting.

(d) *Step 4 (Arbitration)*

If the decision of the Executive Director or designate, is not acceptable to the Union, it may submit the grievance to arbitration as hereinafter provided within seven (7) days of receipt of the decision from the Executive Director, or designate.

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

32.04A Disputes Between the Parties

- (a) If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and be initiated at Step 2 and processed there from in the same manner as an individual grievance. A group grievance shall list all Employees affected by the 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 at Step 2 in writing to the other party.
- (c) If the parties fail to settle the grievance, then it may be submitted to arbitration within thirty (30) days of receipt of the written grievance.

32.05A Default

- (a) Should the Party initiating the grievance 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 limit.
- (b) Should the Party responding to the grievance fail to comply with any time limit in the grievance procedure, the grievance shall automatically move to the

next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limit.

32.06A Mediation

- (a) Following attempts to resolve the dispute at Steps 1, 2 or 3, the parties may agree to mediation. The mediator shall be mutually agreed upon by the Union and the Employer.
 - (i) The mediator shall, within ten (10) calendar days, meet with the parties, investigate the dispute and define the issues in dispute.
 - (ii) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
 - (iii) The purpose of the mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.
 - (iv) The grievance may be resolved by mutual agreement between the parties. The parties may request that the mediator issue a report including non-binding recommendations.
- (b) The timelines specified at each step of the grievance and arbitration process shall apply unless the parties have mutually agreed, in writing, to extend the applicable timeline to accommodate the mediation process.
- (c) The expenses of the mediator shall be borne equally by both parties.

ARTICLE 32B: COMPENSATION OVERPAYMENTS

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

32.02B The Employer is entitled to recover overpayments from Employees' earnings according to the following:

- (a) When the Employer seeks recovery of a compensation overpayment, the Employee must be advised of the cause and the amount of the overpayment, with an explanation for the computation.
- (b) The Employer may recover overpayments in orderly repayment steps through payroll deductions in any way agreed to by the Employee. The Employee has

recourse to the grievance procedure if she does not agree with the Employer's decision.

- (c) If the Employee resigns or is terminated for cause, the Employer may offset any remaining overpayment from the Employee's final pay.

32.03B The foregoing does not affect other payroll adjustments and/or deductions that may occur as a result of informal discussions between the Employee and the Manager or Payroll Department. The foregoing applies if an error and resulting adjustment or deduction cannot be resolved through normal time-keeping correction.

ARTICLE 33: ARBITRATION

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

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

33.02 Within ten (10) days after receipt of notification provided for in Article 33.01 above, the party receiving such notice shall:

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

33.03 Where appointees to a Board have been named by the parties, they shall, within ten (10) days, endeavour to select a mutually acceptable chairperson for the Arbitration Board. If they are unable to agree upon the choice of a chairperson they shall immediately request the Director of Mediation Services for the Province of Alberta to appoint a chairperson.

33.04 After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, the arbitrator or Board shall meet with the parties within twenty-one (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 fourteen (14) days after the completion of the hearing.

33.05 The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator may make such decision as in the circumstances it may deem just and equitable, and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question. The arbitration decision shall be binding on both parties. Only matters of grievances relating to the interpretation, application and administration and alleged violation of

this Agreement, and including any question as to whether a matter is arbitrable, shall be arbitrable.

- 33.06 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the chairperson or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- 33.07 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 33.08 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.
- 33.09 Notwithstanding the submission of a grievance to arbitration, the Employer and the Union shall be at liberty to discuss the grievance and may settle and may determine the same as they may mutually agree.

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) The Employer shall establish an Occupational Health and Safety 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 (10) 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) If an issue arises regarding occupational health or safety, the Employee or 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 to the Occupational Health and Safety Committee in the form of a written complaint.
 - (c) 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.
 - (d) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and either the Committee or the Union may make recommendations to the Employer in that regard and in accordance with health and safety legislation

- (e) The Occupational Health & Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and either the Committee or the Union may make recommendations to the Employer in that regard and in accordance with health and safety legislation.
 - (f) Should the recommendations not be implemented or adequate steps taken towards implementation within forty-five (45) calendar days from the date the recommendation is made, either the Committee or Union may request and shall have the right to present its recommendation(s) to the Provincial Director of Revera Long Term Care. The Provincial Director shall reply in writing to the Committee or the Union within fourteen (14) calendar days of the presentation.
- 34.03 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections.
- 34.04 No person shall be assigned to work alone on a unit.
- 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 The Employer is committed to providing a workplace that is free from harassment and free from abuse. The Parties are committed to the prevention of abuse, the prevention of harassment, and promoting a workplace free of abuse or harassment. Copies of the relevant policies shall be posted in public areas.
- 34.07 The Employer shall make available hazard assessments, and pandemic, disaster or emergency response plans in the Centre.

ARTICLE 35: IN-SERVICE PROGRAMS

- 35.01 (a) The parties to this Collective Agreement recognize the value of continuing inservice programs 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.
- (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 their applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) Fire (hands-on experience with equipment except where not required by the Care Centre's established written fire procedures)
 - (ii) Evacuation and disaster procedures
 - (iii) Proper lifting and prevention of back injuries

- (iv) Work Place Hazardous Materials Information Systems (WHMIS)
 - (v) CPR “C” level recertification
 - (vi) Prevention of abuse – Protection For Persons in Care Act, and coping techniques for resident abuse of staff
 - (vii) Blood Glucose monitoring.
 - (viii) Anaphylaxis
- (c) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend no less than twenty-four (24) hours per year.

35.02 Professional Development

Upon request, each Employee shall be granted at least three (3) professional development days annually, at the basic rate of pay. An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

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

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

- 35.03 The Employer shall make available in each Care Centre no fewer than two (2) current nursing journals.

ARTICLE 36: UNION MANAGEMENT COMMITTEE

36.01 (a) Composition

The Committee shall be composed of two (2) Employees and two (2) representatives of the Employer. Each of the parties will name an alternate member to act in the place of a regular committee member who is not available.

(b) Functions

To examine and make recommendations regarding the concerns of Employees relative to resident care, workplace issues, and other matters arising under the collective agreement.

(c) Jurisdiction

The Committee will not have the power to bind the parties to this Collective Agreement to any decision or conclusion reached in discussion, nor will it have the jurisdiction over any matter contained in this Agreement including its administration or re-negotiation.

(d) The Committee shall meet monthly and within five (5) working days of either party's request to discuss matters of concern. An agenda for each meeting will be circulated prior to each meeting. Minutes of each meeting will be kept. The minutes will be approved by the Committee and then posted on the UNA bulletin board. Unresolved items from previous meetings will be highlighted.

(e) An Employee representative shall be paid at the applicable rate of pay for attending all meetings called by the Employer.

(f) For meetings called by the Union, an Employee representative shall not suffer any loss of earnings while attending a meeting during regular hours of work, and shall be paid at her regular rate of pay for meeting time before or after her shift. If the meeting occurs on a day off, the Employee shall be paid at her regular rate of pay, with a minimum payment of two (2) hours.

(g) When an item is unresolved for more than forty-five (45) calendar days, the Union may request and shall have the right to present its concerns, in writing, to the Provincial Director of Revera Long Term Care. The Provincial Director shall respond, in writing, within fourteen (14) calendar days.

(h) The Employer shall have in place policies governing harassment and abuse. The Union-Management Committee, may, where deemed appropriate, make recommendation(s) for consideration by the Employer.

ARTICLE 37: TECHNOLOGICAL CHANGE

37.01 Should the Employer introduce technological change arising out of equipment or systems changes, and if such change will result in layoff of bargaining unit Employees, then the Employer will notify the Union with as much advance notice as possible, and will meet to discuss reasonable measures to protect the interests of affected Employees.

ARTICLE 38: JOB DESCRIPTION

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

ARTICLE 39: COMMITTEE PARTICIPATION

39.01 Except as otherwise provided in this Collective Agreement, an Employee (or the Employee's designated alternate) who is a member and attends meetings of a committee established by the Employer, shall be paid at the Employee's basic rate of pay for attendance at such meetings.

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

Signed in Edmonton and Calgary, Alberta this _____ day of _____, 2008.

Signed on behalf of the Employer:

Signed on behalf of the Union:

LETTER OF UNDERSTANDING

BETWEEN

**SOUTH TERRACE CONTINUING CARE CENTRE (EDMONTON)
AND
UNITED NURSES OF ALBERTA LOCAL #235**

AND BETWEEN

**McKENZIE TOWNE CARE CENTRE (CALGARY)
AND
UNITED NURSES OF ALBERTA LOCAL #401**

RE: SEVERANCE

Where, as a result of layoff and the operation of Article 15 there is a permanent reduction in regular employees resulting in termination of employment, affected employees who have completed the probationary period will be entitled to severance on the basis of notice, or pay in lieu of notice, in accordance with the following:

- service less than 2 years - two (2) weeks notice, or pay in lieu
- service less than 4 years - four (4) weeks notice, or pay in lieu
- service less than 10 years - eight (8) weeks notice, or pay in lieu
- service more than 10 years - one (1) weeks notice, or pay in lieu per year of service (pro-rated for partial years), to a maximum of sixteen (16) weeks

A Regular Employee who has received layoff notice in accordance with Article 15, and for whom no alternate vacant position is available, shall have the option to select either of:

- a. layoff with recall rights as specified in Article 15, or
- b. severance in accordance with this Letter of Understanding

An Employee who accepts severance pay shall have their employment terminated, with no right to recall.

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

An Employee who receives notice of layoff shall have fourteen (14) calendar days from the date notice is issued to advise the Employer, in writing, of the Employee's decision to either retain recall rights or accept severance.

Employees who are severed are not eligible for rehire to a "sister" facility (i.e. a facility owned and operated by Revera Long Term Care) for a period equal to the duration of the severance period, unless the severed Employee repays the Employer.

Severance provided under the operation of this Letter of Understanding shall be deemed to be inclusive of any and all statutory requirements for notice of termination.

The operation of this Letter of Understanding shall expire on the later of the expiry date of this first collective agreement, or upon the date of ratification of the subsequent renewal collective agreement.

Signed on behalf of the Employer:

Date

Signed on behalf of the Union:

Date

LETTER OF UNDERSTANDING

BETWEEN

SOUTH TERRACE CONTINUING CARE CENTRE (EDMONTON)

AND

UNITED NURSES OF ALBERTA LOCAL #235

AND BETWEEN

McKENZIE TOWNE CARE CENTRE (CALGARY)

AND

UNITED NURSES OF ALBERTA LOCAL #401

RE: DECREASING OR INCREASING REGULAR HOURS OF WORK

Whereas the Parties agree that there may be mutual benefit for Employees and the Employer to allow Regular Employees, who request to do so, to reduce or increase their regular hours of work, and

Whereas the Parties desire to have regular Employees working in their preferred FTE status, on a one-time basis without prejudice to either Party and without precedent for the future, the Parties agree to the following rules governing the proposed position re-alignment:

1. decreasing regular hours of work for regular full-time and regular part-time Employees:
 - (a) requests to decrease regular hours of work shall be made in writing by the Regular Employee
 - (b) a request to decrease regular hours of work shall indicate the requested number of shifts in a bi-weekly cycle
 - (c) where the aggregate hours vacated as a result of regular employees exercising this voluntary reduction in their normal hours equals or exceeds zero point four two (0.42) FTEs, a position will be deemed vacant and shall be posted for applicants from within the bargaining unit
 - (d) where the aggregate hours vacated as a result of regular employees exercising this voluntary reduction in their normal hours is less than zero point four two (0.42) FTEs the residual hours may be offered to regular part-time Employees, in seniority order, or may be posted as a vacant position for applicants from within the bargaining unit

2. increasing regular hours of work for regular part-time Employees:
 - (a) where the aggregate of vacated residual hours and/or new hours is less than zero point four two (0.42) FTEs, the hours may be offered, in whole or in part, to regular part-time Employees, in seniority order, or may be posted for applicants from within the bargaining unit
 - (b) where the aggregate of vacated residual hours and/or new hours equals or exceeds zero point four two (0.42) FTEs, a position will be deemed vacant and shall be posted for applicants from within the bargaining unit, in accordance with Article 14
 - (c) where there are no qualified internal applicants the remaining shifts shall be offered, in whole or in part, to regular part-time Employees, in seniority order
 - (d) a regular part-time Employee may achieve regular full-time status through the operation of this Letter of Understanding
3. Where an Employee's request pursuant to this Letter of Understanding is approved, the Employer shall notify the affected Employee in writing and confirming the resulting hours of work, which shall be in accordance with the Collective Agreement.
4. Copies of all Employee requests and Employer responses arising under this Letter of Understanding shall be provided to the Union.
5. An Employee whose regular hours of work are altered through the operation of this Letter of Understanding shall not be required to serve a trial period.
6. Agreement to alter an Employee's regular hours of work in accordance with this Letter of Understanding shall not be considered a violation of Articles 14, 15, and 30 of the collective agreement, nor shall the letter be used to circumvent the position vacancy posting and bidding provisions of Article 14, and the layoff and recall provisions of Article 15 in circumstances where a position has become vacant.

Signed on behalf of the Employer:

Date

Signed on behalf of the Union:

Date

LETTER OF UNDERSTANDING

BETWEEN

SOUTH TERRACE CONTINUING CARE CENTRE (EDMONTON)

AND

UNITED NURSES OF ALBERTA LOCAL #235

AND BETWEEN

McKENZIE TOWNE CARE CENTRE (CALGARY)

AND

UNITED NURSES OF ALBERTA LOCAL #401

RE: ARTICLE 34: OCCUPATIONAL HEALTH & SAFETY AND NURSING UNIT

Whereas the parties agree that Employee safety is of mutual importance, and

Whereas physical design, environmental layout, staffing, policies and practices differ amongst long term care facilities, and

Whereas the optimal approach to assuring Employee safety is best addressed at the local level by the Employer and the facility's standing Occupational Health & Safety Committee,

Now therefore the parties agree that:

1. For purposes of the application of Article 34.04, the Employer will describe premises designated as nursing unit(s) and advise the Union in writing within three (3) months of notice of ratification of this collective agreement.
2. Where either the Employee representative on the standing Occupational Health & Safety Committee or the Union identifies a concern relative to the Employer's description of nursing unit(s), the matter is to be referred to the Occupational Health & Safety Committee for review and recommendation.
3. Disputes under this Letter of Understanding may be disposed in accordance with Article 34.02(f).

Signed on behalf of the Employer:

Date

Signed on behalf of the Union:

Date

LETTER OF UNDERSTANDING

BETWEEN

SOUT TERRACE CONTINUING CARE CENTRE (Edmonton)

AND

UNITED NURSES OF ALBERTA LOCAL #235

AND BETWEEN

MCKENZIE TOWNE CARE CENTRE (Calgary)

AND

UNITED NURSES OF ALBERTA LOCAL #401

RE: MARKET CONDITION LUMP SUM PAYMENT

The Parties agree that the following will apply to Employees employed at the Care Centre at the date of ratification:

1. For the January 1, 2008 to December 31, 2008 Collective Agreement year, an Employee shall receive a market condition lump sum payment of up to \$1500, to be paid semi-annually as follows:
 - (a) Full time Employees shall receive:
 - (i) \$750 on the first pay day following ratification which includes June 30, 2008; and
 - (ii) \$750 on the first pay day following the pay period which includes December 31, 2008.
 - (b) Part time and Casual Employees shall receive:
 - (i) \$750 on the first pay day following ratification, pro-rated to their regular hours actually worked between January 1, 2008 and June 30, 2008; and
 - (ii) \$750 on the first pay day following the pay period which includes December 31, 2008, pro-rated to their regular hours actually worked between July 1, 2008 and December 31, 2008.
2. For the January 1, 2009 to December 31, 2009 Collective Agreement year, an Employee shall receive a market condition lump sum payment of up to \$1625, to be paid semi-annually, as follows:

- (a) Full time Employees shall receive:
 - (i) \$812.50 on the first pay day following the pay period which includes June 30, 2009; and
 - (ii) \$812.50 on the first pay day following the pay period which includes December 31, 2009.
 - (b) Part-time and Casual Employees shall receive:
 - (i) \$812.50 on the first pay day following the pay period which includes June 30, 2009, pro-rated to their regular hours actually worked between January 1, 2009 and June 30, 2009; and
 - (ii) \$812.50 on the first pay day following the pay period which includes December 31, 2009, pro-rated to their regular hours actually worked between July 1, 2009 and December 31, 2009.
3. For the January 1, 2010 to December 31, 2010 Collective Agreement year, 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 June 30, 2010; and
 - (ii) \$875 on the first pay day following the pay period which includes December 31, 2010.
 - (b) Part-time and Casual Employees shall receive:
 - (i) \$875 on the first pay day following the pay period which includes June 30, 2010, pro-rated to their regular hours actually worked between January 1, 2010 and June 30, 2010; and
 - (ii) \$875 on the first pay day following the pay period which includes December 31, 2010, pro-rated to their regular hours actually worked between July 1, 2010 and December 31, 2010.
4. For the purposes of this Letter of Understanding, “regular hours actually worked” includes:
- (a) Leaves of absence of one month or less;
 - (b) Time on sick leave with pay;
 - (c) Time off on vacation

(d) Absences while receiving Workers' Compensation

5. Employees of the Care Centre who change her or his employment category (full time to part time or vice versa) within one of the defined qualifying periods shall have their entitlement pro-rated.
6. Employees of the Care Centre terminating employment shall be entitled to the lump sum payment pro-rated for the period up to and including the date of termination.
7. This letter of Understanding shall not apply to Undergraduate Nurses.
8. This Letter of Understanding shall expire on the expiration of this Collective Agreement.

Signed on behalf of the Employer:

Date

Signed on behalf of the Union:

Date

LETTER OF UNDERSTANDING

BETWEEN

SOUT TERRACE CONTINUING CARE CENTRE (Edmonton)

AND

UNITED NURSES OF ALBERTA LOCAL #235

AND BETWEEN

MCKENZIE TOWNE CARE CENTRE (Calgary)

AND

UNITED NURSES OF ALBERTA LOCAL #401

RE: RETENTION AND RECRUITMENT INITIATIVES

WHEREAS the parties agree that:

- Recruitment is a critical factor in addressing retention and workload concerns of current Employees.
- Recruitment approaches must balance the need for new Employees, while respecting current Employees.
- It is desirable to recruit and retain both experienced Employees and Employees entering the workforce.
- The retention of current Employees and recruitment of new Employees are shared priority issues.
- There is value in early collaboration for effective problem solving.

In recognition of these factors, the parties agree to undertake recruitment and retention initiatives as follows:

1. **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 programs shall be implemented.

1. **Retention Recognition**

- (a) In addition to the rates of pay specified in the Salary Appendix, Employees with twenty (20) or more calendar years of nursing service shall receive a two (2%) Special Long Service Pay Adjustment. This adjustment shall form part of the Employee's Basic Rate of Pay.

- (b) Subject to paragraph 1 (a) above, 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 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 reasonable extension of time for providing such proof.

- 2. This Letter of Understanding shall expire on the expiration of this Collective Agreement.

Signed on behalf of the Employer:

Date

Signed on behalf of the Union:

Date

LETTER OF UNDERSTANDING

BETWEEN

LETTER OF UNDERSTANDING

BETWEEN

SOUT TERRACE CONTINUING CARE CENTRE (Edmonton)

AND

UNITED NURSES OF ALBERTA LOCAL #235

AND BETWEEN

MCKENZIE TOWNE CARE CENTRE (Calgary)

AND

UNITED NURSES OF ALBERTA LOCAL #401

RE: COST OF LIVING LUMP SUM

The parties agree that:

1. For the January 1, 2010 wage increase in the Salary Appendix, if the Consumer Price Index (CPI), based on the Statistics Canada Annual Alberta CPI figure for 2009, is above 5%, then an Employee shall receive a Cost of Living Lump Sum payment, paid semi-annually, calculated as follows:

(a)

$$\begin{array}{rcccl} \text{Change in} & & & & \\ \text{Alberta CPI} & - & 5\% & = & \text{Cost of Living Protection} \\ & & & & (\%) \end{array}$$

(b)

$$\begin{array}{rcccl} \text{Cost of} & \text{X} & \text{Regular Hours} & \text{X} & \text{Basic} & = & \text{June 30,} \\ \text{Living} & & \text{Worked between} & & \text{Rate of} & & \text{2010 Cost} \\ \text{Protection} & & \text{January 1, 2010} & & \text{Pay on} & & \text{of Living} \\ (\%) & & \text{and June 30.} & & \text{December} & & \text{Lump Sum} \\ & & \text{2010} & & \text{31, 2009} & & \text{Payment*} \end{array}$$

LETTER OF UNDERSTANDING

BETWEEN

SOUT TERRACE CONTINUING CARE CENTRE (Edmonton)

AND

UNITED NURSES OF ALBERTA LOCAL #235

AND BETWEEN

MCKENZIE TOWNE CARE CENTRE (Calgary)

AND

UNITED NURSES OF ALBERTA LOCAL #401

RE: ARTICLE 29 RETIREMENT PLAN

An Employee receiving Employer's matching contributions greater than as provided in Article 29.01 will not have the allowance reduced for the duration of the collective agreement.

Signed on behalf of the Employer:

Signed on behalf of the Union:

SALARY APPENDIX

Registered Nurse Registered Psychiatric Nurse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
January 1, 2008	\$29.33	\$30.47	\$31.59	\$32.72	\$33.86	\$34.97	\$36.10	\$37.18	\$38.50
January 1, 2009	\$30.80	\$31.99	\$33.17	\$34.36	\$35.55	\$36.72	\$37.91	\$39.04	\$40.43
January 1, 2010*	\$32.34	\$33.59	\$34.83	\$36.08	\$37.33	\$38.56	\$39.81	\$40.99	\$42.45

Certified Graduate Nurse Graduate Nurse – Temporary Permit Holder

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
January 1, 2008	\$26.84	\$27.68	\$28.26	\$28.77	\$29.23	\$29.83	\$30.78	\$31.68	\$32.79
January 1, 2009	\$28.18	\$29.06	\$29.67	\$30.21	\$30.69	\$31.32	\$32.32	\$33.26	\$34.43
January 1, 2010*	\$29.59	\$30.51	\$31.15	\$31.72	\$32.22	\$32.89	\$33.94	\$34.92	\$36.15

Undergraduate Nurse

	Year 1
January 1, 2008	\$22.03
January 1, 2009	\$23.13
January 1, 2010*	\$24.29

*** Rates of pay to increase by 5% or Cost of Living whichever is greater. See Letter of Understanding re: Cost of Living Lump Sum**

Appendix 'A' – Health Benefits Plan

In accordance with Article 21 – Health Benefits Plan, the Employer's plan will provide for the following:

- eligibility for regular full-time and regular part-time employees and their qualified dependents
- coverage commences after completion of 90-day probationary period
- If you are a full-time Employee, coverage is mandatory. Except where the Employee has suitable coverage elsewhere (for example through a spousal plan) may waive (in writing) coverage under Alberta Medicare, extended health benefits (which includes vision care), dental plan.
- If you are a part-time Employee, you will be required to pay a portion of the benefit cost, so you have the option of enrolling for benefits. Please see section on cost below.
- Full-time Employees may not waive coverage for life insurance, accidental death and dismemberment insurance, long-term disability insurance.
- Alberta Provincial Medicare Plan – 100 % Employer paid premiums
- **Life insurance** –
 - 100% Employer paid premiums
 - principal amount of coverage: one times (1 X) basic annual earnings, rounded to next higher \$1,000
 - coverage ceases on the earlier of termination of employment, retirement or age 70
- **Accidental death and dismemberment** –
 - 100% Employer paid premiums one times (1 X) basic annual earnings, rounded to next higher \$1,000
 - coverage ceases on the earlier of termination of employment, retirement or age 70
- **Extended health benefits**
 - major medical benefits, including vision care
 - 100% Employer paid premiums for full-time Employees
 - pro-rated for part-time Employees (see section on cost below)
 - 80% reimbursement

The following eligible expenses are included (for more detail see the benefit provision pages provided):

- Semi-private hospital
- Convalescent hospital at \$20 per day for 120 days per disability

- Chronic hospital at \$3 per day for 120 days per disability
- Drugs that legally require a prescription
- Vision care of \$400 every two (2) years per covered person, includes eye examinations and reimbursement for frames, spectacle lenses and the fitting of prescription glasses or contact lenses.
- Medically necessary contact lenses at \$200 every two (2) calendar years, if they are prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus or aphakia, and if visual acuity can be improved to at least the 20/40 level by contact lenses only.
- Hearing aids at \$300 every five (5) years
- Paramedical practitioners including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist and psychologist are covered at \$350 per practitioner every year. Psychologist will be payable at 50% of expense incurred.
- Orthopaedic shoes for one pair less the cost of ordinary shoes to a maximum of \$400 per year.
- Othotics to a maximum of \$400 per year
- Private duty nursing when medically required to a maximum of ninety (90) eight-hour shifts per year.
- Out-of-country emergency expenses to a maximum of \$1,000,000 per lifetime.
- Manuassist travel assistance benefits.
- Surgical Stockings/Compression Hose, two (2) pair per year.

Coverage ceases at the earlier termination of employment, retirement or age 70.

- **Dental plan** – 100% Employer paid premiums for full-time **Employees. Pro-rated for part-time Employees (see benefit cost below)**
 - basic treatments – 100% reimbursement
 - major treatments – 50% reimbursement
 - maximum annual reimbursement per covered person for basic and major treatments combined is \$3,000
 - orthodontic treatments – 50% reimbursement – dependent children up to age 19 years, lifetime maximum benefit of \$3,000
 - reimbursement based on “current year” fee guide

Coverage ceases on the earlier of termination of employment, retirement or age 70

- **Long-term disability** – 100% Employee paid premiums
 - Mandatory for full-time Employees
 - voluntary for part-time Employees who work at least thirty (30) hours bi-weekly
 - 17-week elimination period

- 66.67% of basic monthly earnings, to a maximum of \$4,000 per month
- covers total disability from own occupation for first 24 months, thereafter eligibility requires total disability from any occupation
- coverage ceases on the earlier of termination of employment, retirement or age 65 less the elimination period

Benefit Cost:

If you are a full-time Employee, the Employer will pay 100% of the cost for all benefits except Long Term Disability.

Part-time Employees will pay a pro-rated portion of the benefit premiums based on the hours worked in the prior month as compared to the regular hours and cost sharing of a full time employee.

- For example, if you work forty-five (45) hours bi-weekly, the following illustration shows the percentage of benefit costs that will be paid by the Employer.

$$45.0/80.0 = 0.6 \times 100 = 60\%$$

- This **example** determines that the Employer will pay 60% of the benefit cost for an Employee working forty-five (45) hours bi-weekly. You pay the full cost of the LTD benefits.

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

Appendix “B” Retirement Plan

In accordance with Article 29 - Retirement Plan, the Employer's plan will provide for the following:

Eligibility You must complete 6 months of service or 1007.5 hours worked, whichever is greater to make basic RRRP contributions.

Participation in the plan is voluntary.

You may make voluntary contributions to your RRSP account from your date of hire.

RRSP You can make contributions to an RRSP through payroll deductions. The basic contribution rate is 1% or 2% of earnings.

Effective at the first day of the month following 30 days after notice of ratification, the basic contribution rate is 1%, 2% or 3.5% of earnings.

Effective January 1, 2010, the basic contribution rate is 1%, 2%, 3.5% or 4.5% of earnings.

Pension In accordance with Article 29.01(a), the Employer will match your basic contributions, up to 2%, and deposit these funds in your pension plan.

Effective at the first day of the month following 30 days after notice of ratification, the Employer will match your basic contributions, up to 3.5% of earnings.

Effective January 1, 2010, the Employer will match your basic contributions, up to 4.5% of earnings.

Voluntary RRSP Voluntary contributions can be made by payroll deduction as an additional percentage of your salary (up to 9.99%) or a flat dollar amount (minimum \$10 per pay). In addition, you have the option to make a lump sum contribution to your RRSP through a personal cheque payable to Manulife Financial.

Spousal RRSP Your basic and/or voluntary RRSP contributions can be made in your spouse's name. This option is used to equalize retirement income between you and your spouse, thereby minimizing taxes payable during your retirement.

Investment

You choose how to invest your retirement savings. All pension and RRSP funds are held by Manulife Financial in the investment fund of your choice. You have the ability to diversify your investments and make changes to your selections on an ongoing basis. You will receive a PIN number enabling you to review your investments by telephone or internet.

Administration

You will receive two statements per year showing details of your account transactions in January and July.

Withdrawals RRSP funds may be withdrawn upon your request, subject to federal withholding tax. There is no charge for the first withdrawal in a calendar year. Thereafter, a fee of \$25 will be deducted from each withdrawal you make.

No withdrawal of pension funds is permitted.

Termination

If you leave the Company, the assets you have accumulated under the RRSP and the pension plan can be transferred to your new plan or to an individual RRSP.

Retirement

When you retire from Revera you have some choices to make.

RRSP funds may be:

- Surrendered for cash, less applicable taxes
- Transferred to an individual RRSP
- Used to purchase a Registered Retirement Income (RIF)
- Used to purchase a Life Annuity

Pension funds may be:

- Used to purchase a Life Income Fund (LIF)
- Used to purchase a Life Annuity