

**COLLECTIVE AGREEMENT**

**BETWEEN**

**EXTENDICARE CANADA INC.**

**AND**

**UNITED NURSES OF ALBERTA**

**LOCAL #117, #161, #168, #170, #189, #209, #215 and #224**

**Expiry: JULY 31, 2010**

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS “THE EMPLOYER”)**

**OF THE FIRST PART**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
#215 and #224**

**(HEREINAFTER REFERRED TO AS “THE UNION”)**

**OF THE SECOND PART**

**PREAMBLE**

WHEREAS the parties to this Collective Agreement acknowledge that their respective goals can best be achieved if harmonious relationships exist between the Employer and the Employees.

AND WHEREAS the United Nurses of Alberta Local #117, #161, #168, #170, #189, #209, #215 and #224 has been authorized by the Employees and certified under the Labour Relations Code to act as bargaining agent.

AND WHEREAS the Employer and the United Nurses of Alberta Local #117, #161, #168, #170, #189, #209, #215 and #224, are desirous of concluding an agreement for the purpose of establishing rates of pay and other terms and conditions of employment for all Employees when employed in direct nursing care or instruction therein.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

**ARTICLE 1: TERM OF COLLECTIVE AGREEMENT**

1.01 This Collective Agreement shall be effective from August 1, 2007 until July 31, 2010, unless otherwise specified, and from year to year thereafter 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 change or amend this Collective Agreement.

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

## **ARTICLE 2: DEFINITIONS**

- 2.01 “Local” shall mean the United Nurses of Alberta, Local #117, #161, #168, #170, #189, #209, #215 and #224.
- 2.02 “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 the operation and management of Extendicare (Canada) Inc.
- 2.03 “Employee” shall mean any Employee when employed by the Employer and covered by this Collective Agreement.
- 2.04 “Full-time Employee” shall mean an Employee who is scheduled to regularly work the full prescribed working hours exclusive of overtime.
- 2.05 “Part-time Employee” shall mean an Employee who is scheduled to regularly work weekly hours which are less than the hours of a Full-time Employee.
- 2.06 “Casual Employee” is one who is:
- (a) hired to work occasionally on a “call” basis and who is not scheduled; or
  - (b) scheduled to temporarily relieve a Full-time or Part-time Employee; or
  - (c) occupying a term position.
- 2.07 The singular shall include the plural and vice versa as applicable.
- 2.08
- (a) “Certified Graduate Nurse” means a person whose name is on the Certified Graduate Nurse Roster and who holds an annual or temporary permit pursuant to the Health Professions Act, R.S.A. 2000, c.H-7 and Regulations.
  - (b) “Graduate Nurse – Temporary Permit Holder” means a person who has graduated from an approved School of Nursing and completed a basic nursing education program or one who has satisfied the Nursing Education Program Advisory Board; and who has been granted a Temporary Permit pursuant to the Health Professions Act, R.S.A. 2000, c.H-7 and Regulations.
  - (c) “Graduate Psychiatric Nurse” means a person whose name is in the Temporary Register and who holds a temporary registration pursuant to the Health Professions Act, R.S.A. 2000, c.H-7 and Regulations.
  - (d) “Undergraduate Nurse” means a person who is enrolled in an approved School of Nursing and who is employed by the Employer to provide nursing care but is not a Certified Graduate Nurse, Graduate Nurse – Temporary Permit Holder, Graduate Psychiatric Nurse, Registered Nurse or Registered Psychiatric Nurse.

- 2.09 (a) “Registered Nurse” means a person who is issued a certificate of registration as a registered nurse under the Health Professions Act, R.S.A. 2000, c.H-7 and holds an annual certificate.
- (b) “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, R.S.A. 2000, c.H-7 as amended, and whose name is entered on the membership register of the Psychiatric Nurses Association of Alberta and who is in good standing pursuant to the Psychiatric Regulation to the Health Professions Act, R.S.A. 2000, c.H-7.
- 2.10 Effective July 8, 2008: “Basic Hourly Rate of Pay” is the rate of pay applicable to the Employee inclusive of education allowance but exclusive of all other allowances and premium payments.
- 2.11 “Union” shall mean the United Nurses of Alberta Local which is party to this agreement or its designate.
- 2.12 “Term Position” shall mean a position occupied by an Employee for a specified period of time, up to a maximum of one (1) year to replace another Employee who is on a leave of absence, sick leave for a period expected to exceed two (2) months or to carry out a special short term project.
- 2.13 “Shift” means a daily tour of duty exclusive of overtime hours.
- 2.14 “Gross Earnings” shall mean all monies earned by the Employee under the terms of the Collective Agreement.
- 2.15 “Annual” shall mean calendar year unless otherwise defined in the Collective Agreement.
- 2.16 “Shift Schedule Period” shall mean the period of time over which the shift schedule repeats. A shift schedule period shall not exceed twelve (12) weeks.

### **ARTICLE 3: RECOGNITION AND UNION SECURITY**

- 3.01 The Employer recognizes the United Nurses of Alberta, Local #117, #161, #168, #170, #189, #209, #215 and #224 as the exclusive bargaining agents on behalf of all Employees when employed in direct nursing care or instruction therein with respect to wages, hours of work, vacations, Named Holidays and all other terms and conditions of employment.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Agreement.
- 3.03 The Employer agrees to deduct from the 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 Local. Such deductions shall be forwarded to the Provincial Office of United Nurses of Alberta, not later than the fifteenth (15<sup>th</sup>) day of the month following and shall be accompanied by a list of names of the Employees from whom deductions have been taken and the amounts of the deductions and the gross earnings of each Employee.
- 3.04 The Local shall advise the Employer, in writing of any change in the amount of deductions to be made by the Employer and commencing the month following notification. Such notification shall be no less than thirty (30) days prior to the date that the deductions are made.
- 3.05 (a) A representative of the Union shall have the right to make a presentation of up to fifteen (15) 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. The Employer will endeavour to provide the Local with the number of Employees expected at orientation.
- (b) The Employer shall advise the Local of the time, place, and the number of Employees expected at orientation.
- 3.06 The Union shall provide each present Employee and all new Employees at the time of hiring, with a copy of the Collective Agreement.
- 3.07 The Employer shall show on the Employee's T-4 slip the total amount of Union dues deducted for the taxation year.
- 3.08 The Employer shall advise the Union of newly hired and terminated Employees in writing.
- 3.09 The Employer will prepare the Collective Agreement for the parties' signatures upon written notification of ratification and the Union shall subsequently arrange to photocopy/print the Agreement. The cost of photocopying/printing the Agreement shall be shared equally by the Union and the Employer.

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

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

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

4.02 The Employer agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

4.03 Management shall exercise their rights pursuant to this Collective Agreement in a fair and reasonable manner.

#### **ARTICLE 5: NO DISCRIMINATION**

5.01 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of race, colour, creed, national origin, political or religious affiliation, sex, age, physical disability, marital or parental status, sexual orientation, mental disability nor by reason of membership or non-membership in the Union, nor in respect of an Employee or the Employer exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

#### **ARTICLE 6: DISCIPLINE AND TERMINATION**

6.01 Written discipline shall be given to an Employee and a copy to the Union for unsatisfactory conduct or job performance. This written discipline shall be given within twelve (12) days, exclusive of Saturdays, Sundays and Named Holidays, of the date the Employer first became aware of the occurrence. Should written discipline be processed through the grievance procedure and found to be unjustified, the written discipline shall be removed from the Employee's personnel file. Any written discipline shall be removed from an Employee's personnel file after a period of eighteen (18) months in which he/she has not received any further written discipline.

6.02 The procedure stated in Article 6.01 does not prevent immediate suspension or dismissal for just cause.

- 6.03 An Employee absent for two (2) or more shifts without notifying the Employer may be considered to have vacated his/her position unless a valid reason is provided for lack of notification.
- 6.04 The employment of an Employee shall not be terminated except for just cause.
- 6.05 An Employee who resigns his/her employment will endeavour to give fourteen (14) calendar days notice, exclusive of any vacation due, to the Employer.
- 6.06 The Employer shall advise an Employee that at his/her request, he/she may be accompanied by a Union representative at any discussion identified by the Employer as being disciplinary or which the Employee believes is disciplinary in nature. Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than eight (8) hours. All disciplinary discussions shall be conducted in a confidential manner.
- 6.07 In the event that an Employee is reported to his/her licensing body by the Employer, the Employee shall be so advised.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

- 7.01 Communication
- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter 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 8 shall be sufficient if delivered to the Director of Care or the Administrator.
  - (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 providing the Employee does not leave the Employer's premises.
- 7.02 Time Periods
- (a) For purposes of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 18, Named Holidays.
  - (b) Time limits may be extended by mutual agreement in writing.
- 7.03 Steps of Grievance Procedure Involving Disputes Between the Employer and Employee

(a) Step 1

Subject to provisions of Article 13.02, 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 his/her immediate supervisor. During such discussion, another Employee or Union representative of the Employee's choice may be present. 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 Care (D.O.C.) within ten (10) days of the occurrence of the act causing the grievance. The grievance 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 shall be communicated to the Local in writing within seven (7) days of receipt of the grievance. If the grievance 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 under Step 2 shall be submitted in writing to the Administrator indicating the clause claimed to have been violated, the nature of the grievance and the redress sought. The decision of the Administrator shall be communicated, in writing, to the Local within seven (7) days of the submission.

(d) Step 4

If the decision of the Administrator 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 Administrator.

(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.

7.04

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

- (b) A "Policy Grievance" is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated at Step 2, in writing, to the Director of Care or equivalent or Local Union President, by a representative of the aggrieved party within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

7.05 Default

- (a) Should the Employee(s) or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limit.
- (b) Should the Employer fail to comply with any time limit in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed, in writing, to extend the time limit.
- (c) Prior to the grievance being advanced to arbitration in accordance with Step 4 of the Grievance Procedure due to time limits being missed, there shall be at least (1) meeting held to try and resolve the issues in dispute. The party wishing to advance the grievance to arbitration shall do so in writing within sixty (60) days of the date of the filing of the grievance at Step 2, unless the parties have mutually agreed to extend the time frames.

7.06 Except in a case of suspension or dismissal, during any and all proceedings mentioned in this Article, the Employee shall continue to perform faithfully his/her duties.

**ARTICLE 8: ARBITRATION**

8.01 Either of the parties wishing to submit a grievance to either a Board of Arbitration or a single Arbitrator as may be mutually acceptable, shall notify the other party in writing of its intention to so do. The party giving notification shall include either the name of their nominee or a list of acceptable arbitrators as the case may be.

8.02 Within seven (7) days after receipt of notification as provided in Article 8.01 above, the party receiving notification shall advise the other party either of its acceptance of a single Arbitrator or its nominee to an Arbitration Board.

8.03 No person shall be appointed as an Arbitrator or as a member of an Arbitration Board if the person is directly affected by the difference or if the person has been involved in an attempt to negotiate or settle the difference.

- 8.04 The appointees nominated by the parties shall, within seven (7) days, endeavour to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour for the Province of Alberta to appoint a Chairperson.
- 8.05 After the Arbitration Board has been formed, or the single Arbitrator appointed, in accordance with the above procedure, a meeting shall be held within twenty-one (21) days to hear such evidence as both parties may desire to present to assure a full, fair hearing. A decision in writing to the parties shall be rendered within fourteen (14) days after completion of the hearing.
- 8.06 The Chairperson shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered shall be final and binding on both parties. The decision of a single Arbitrator shall be final and binding on both parties.
- 8.07 The Arbitration Board or single Arbitrator in its decision shall not alter, amend or change the terms of this Collective Agreement.
- 8.08 Each of the parties to this Collective Agreement shall bear the expenses of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or of a single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- 8.09 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.
- 8.10 For the purposes 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 the Named Holidays Article.

**ARTICLE 9: VACANCIES, PROMOTIONS AND TRANSFERS**

- 9.01 All job vacancies within the bargaining unit shall be posted for a minimum of ten (10) calendar days in advance of making an appointment and shall include a description of the duties, shifts involved and all relevant qualifications. For information purposes only, the posting will state the anticipated start date of the position. A copy of such notice shall be forwarded to the Union within five (5) days.
- 9.02 All applications for a vacancy, transfer or promotion shall be submitted in writing to the Employer.
- 9.03 All applicants for a vacancy, transfer and/or promotion shall be informed in writing of their acceptance or rejection within five (5) working days of the date of the appointment and a copy provided to the Union.

- 9.04 If circumstances require the Employer to fill a vacancy before the expiration of ten (10) calendar days, the appointment shall be made on a temporary or relief basis only.
- 9.05 All vacancies shall be filled whenever possible from within the bargaining unit.
- 9.06 In making promotions and transfers, the determining factors shall be seniority, skill, training, knowledge, efficiency and other reasonable and relevant attributes.
- 9.07 All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a sixty (60) calendar day trial period in which to demonstrate his/her ability to perform the new position satisfactorily. Should such Employee not succeed during the above-mentioned trial period, the Employer will reinstate the Employee in his/her former position without loss of seniority, or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of his/her former position.
- 9.08 All postings shall have a closing time and date which shall not be a Saturday, Sunday or Named Holiday.
- 9.09 In instances where a Full or Part-time Employee accepts a managerial position which is outside of the scope of this Agreement and involves supervising Employees within the bargaining unit, the resultant vacancy shall be posted as a temporary position, not exceeding six (6) months. During this six (6) month period, the former Employee may be reinstated into his/her former position.
- 9.10 At the time of hire or transfer, or change of hours in accordance with Letter of Understanding – Decreasing or Increasing regular hours of work, or change in category in accordance with Article 31 or 32 all Employees shall receive a letter which shall include the following:
- (a) the Employee's employment status;
  - (b) increment level;
  - (c) hours required until the next increment;
  - (d) and for Full and Part-time Employees, the number of hours over the shift schedule period.

**ARTICLE 10: LAYOFF AND RECALL**

- 10.01 (a) Should the Employer find it necessary to eliminate a position or to reduce the regular hours of an Employee due to a drop in the resident census, or as a result of a reduction in provincial or regional funding, or a change in government regulations, it will so notify the Union in writing as far in advance as possible. The Union and the Employer will meet within fourteen (14) calendar days of such notice to discuss the matter including the reasons for the

intended changes, the feasibility of a severance package for Employees, and the anticipated changes to staffing.

- (b) Should the Employer decide to proceed, an Employee whose position is eliminated or whose regular hours are reduced will be given fourteen (14) calendar days notice in writing. A copy will be supplied to the Union.
- (c) An Employee whose position is eliminated or whose regular hours are reduced or who is displaced in accordance with this Article shall, have the right to displace an Employee with less seniority in a position for which he/she has the ability to perform the work, or at his/her option, take a position which is vacant and for which he/she has the ability to perform the work.
- (d) An Employee exercising his/her right to displace another Employee or to take a vacant position pursuant to Article 10.01 (c) 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 his/her position or regular hours reduction or displacement, advise the Employer, in writing of his/her decision, including the name of the Employee he/she wishes to displace or the vacant position he/she wishes to take. Where the Employee fails to exercise such right within the specified time limit, he/she shall be deemed to have waived his/her right to displace another Employee or take a vacant position and the Employer shall:
  - (i) place his/her in any available vacant position of the Employer's choice for which he/she has the ability to perform the work; or
  - (ii) in the absence of such a vacancy effect a layoff in accordance with Article 10.02.
- (e) Notwithstanding Article 10.01 (c) and (d) an Employee may not displace an Employee, or take a vacant position, in a higher rated classification (eg. Staff Development Coordinator).

10.02 The following provisions shall apply in the event of a layoff:

- (a) Where possible, the Employer will give fourteen (14) calendar days notice of lay-off or shall make a payment at the Employee's basic hourly rate of pay for all of the Employee's scheduled hours of work for the fourteen (14) calendar day period or portion thereof for which notice has not been given.
- (b) (i) For Employees who have been given notice of lay-off, subject to the benefit plans, the Employer will continue to make payment of its share of the benefit premium cost referred to in Article 29 on behalf of the laid off Employee for the first three (3) months following the notice of layoff inclusive of the month the layoff notice is given in.

- (ii) Employees laid off for more than three (3) months may, with the assistance of or through the Employer, make prior arrangements for payment of the full premium of any contributory benefit plans referred to in Article 29. The Employee must give notice of his/her decision to exercise this option no less than fourteen (14) calendar days prior to the end of the time period set out in 10.02(b)(i) in order that such payments commence the first of the month following the period of time set out in 10.02(b)(i).
- (c) Employees shall be laid off in the reverse order of their seniority.
- (d) Employees shall be recalled in the order of their seniority provided they are qualified to do the work.
- (e) No new Employee shall be hired until all Employees on layoff have been given the opportunity of recall.
- (f) The Employer shall recall the Employee from layoff by telephone and if such is not possible, by double registered letter sent to the Employee's last known home address. Telephone notifications shall be confirmed by a double registered letter.
- (g) The Employee so notified shall return to work as soon as possible but not later than seven (7) calendar days following the date of the delivery of the letter.
- (h) An Employee who fails to respond to the notice of recall as detailed above shall be deemed to have resigned from his/her position, however, the Employer will give consideration to unusual circumstances.
- (i) Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- (j) Notwithstanding 10.02 (g) and (h) and 11.02 (d) for recalls less than fourteen (14) calendar days duration, an Employee on layoff will be offered additional shifts until such time as the Employee's hours equal their pre-layoff hours of work in each bi-weekly period. An Employee on layoff shall have the right to refuse an offer of a work period of less than fourteen (14) calendar days without adversely affecting his/her recall status.

## **ARTICLE 11: SENIORITY**

New seniority (date based, to be effective October 1, 2008)

- 11.01 (a) An Employee's seniority date shall be the date on which an Employee's continuous service commenced, including all periods of service as a Full-time, Part-time or Casual Employee contiguous to current employment.

- (b) Continuous service shall include:
  - (i) service as a bargaining unit Employee in direct nursing or nursing instruction;
  - (ii) service with a UNA bargaining unit provided there was no break in the Employee's service for longer than six months;
  - (iii) service with another Extendicare Employer in direct care nursing or nursing instruction provided there was no break in the Employee's service for longer than six months.

11.02 Seniority shall be considered in determining:

- (a) preference of vacation time in accordance with the provisions of Article 17.04;
- (b) layoffs and recalls in accordance with the provisions of Article 10.01;
- (c) promotion and transfers within the bargaining unit in accordance with the provisions of Article 9.06;
- (d) distribution of additional shifts to Part-time Employees.

11.03 An Employee shall lose all seniority if he/she terminated the employ with the Employer and is not reemployed within six months or is laid off for greater than twelve months without being recalled.

11.04 Seniority Lists

- (a) Provision of Seniority Lists

Seniority lists shall be provided by the Employer to the Union:

- (i) every six (6) months (starting October 1, 2008) and
- (ii) when Employees have been served a Notice pursuant to the provisions of Article 10.

- (b) Contents of Seniority Lists

The seniority list shall contain the name and seniority date of each Full-time, Part-time, Casual Employee in chronological order, along with each Employee's Full-time equivalents (FTE) and classification.

(c) Correction of Seniority Lists

The Union may question or grieve any inaccuracies with thirty days of receiving the list except for Employees on a previous seniority list. Thereafter the date shall be considered as being established except for those names which shall be deemed to be deleted by:

- (i) application of Article 11.03;
- (ii) transfer to an excluded position and/or out of scope position.

(d) Where an Employee claims previous service under Article 11.01 (b) (ii), the Union carries the responsibility for compiling the necessary proof of prior service and providing it to the Employer by October 1, 2008.

(e) Where an Employee claims previous service under 11.01 (b) (iii), the Employer carries the responsibility for compiling the necessary proof and providing it to the Union.

11.05 In the case of an Employee, engaged for Full-time, Part-time and Casual employment entering the bargaining unit from an excluded position or out of scope position was contiguous with a previous period of employment within the bargaining unit (Full-time, Part-time, Casual), the Employee's seniority date shall be adjusted so as to give credit only for days equivalent to such previous service within the bargaining unit.

11.06 An Employee who has accrued seniority in accordance with 11.01 (b) shall upon termination of employment and rehire be entitled to maintain their previous seniority date provided that there has not been a break of six months or more in the Employee's continuous employment. Such seniority date shall be considered in accordance with Article 11.02, but shall have no impact upon the Employee, as an external candidate, obtaining employment.

**ARTICLE 12: RECOGNITION OF PREVIOUS EXPERIENCE**

12.01 When an Employee has experience satisfactory to the Employer, his/her starting salary shall be adjusted by applying the following rules governing the recognition of previous experience, provided that not more than five (5) years have elapsed since such experience was obtained.

- (a) the salary of an Employee with a minimum of one (1) years' satisfactory recent nursing experience shall be advanced one (1) increment in the salary scale;
- (b) the salary of an Employee with a minimum of two (2) years' satisfactory recent nursing experience shall be advanced two (2) increments in the salary scale;

- (c) the salary of an Employee with a minimum of three (3) years' satisfactory recent nursing experience shall be advanced three (3) increments in the salary scale;
- (d) the salary of an Employee with a minimum of four (4) years' satisfactory recent nursing experience shall be advanced four (4) increments in the salary scale;
- (e) the salary of an Employee with a minimum of five (5) years' satisfactory recent nursing experience shall be advanced five (5) increments in the salary scale;
- (f) the salary of an Employee with a minimum of six (6) years' satisfactory recent nursing experience shall be advanced six (6) increments in the salary scale;
- (g) the salary of an Employee with a minimum of seven (7) years' satisfactory recent nursing experience shall be advanced seven (7) increments in the salary scale;
- (h) the salary of an Employee with a minimum of eight (8) years' satisfactory recent nursing experience shall be advanced eight (8) increments in the salary scale, when the salary scale will so accommodate.

Should the Employee fail to provide evidence of previous experience in a timely fashion, he/she will not be entitled to more than three (3) months' retroactivity.

Effective July 8, 2008, when an Employee has experience satisfactory to the Employer, the Employee's starting salary shall be adjusted as follows:

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

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

12.03 Part-time and Casual Employees shall be entitled to have their starting salary adjusted by the following formula:

- (a) the salary of an Employee with a minimum of two thousand and fifteen (2015) paid hours shall be advanced one increment on the salary scale.

- (b) the salary of an Employee for each additional period of two thousand and fifteen (2015) paid hours shall be advanced by one additional increment.
- (c) Article 12.02 shall apply to Part-time and Casual Employees.

12.04 Paid hours shall be defined in accordance with Article 26.03 (b).

### **ARTICLE 13: PROBATIONARY PERIOD**

- 13.01 (a) A new Employee shall serve a probationary period of three hundred and eight-seven point five (387.5) hours worked. The Employer shall provide an evaluation of each probationary Employee at least once prior to the completion of his/her probationary period. This does not preclude the Employer from terminating an Employee for cause during his/her probationary period without an evaluation.
- (b) During these evaluations the Employer shall notify the Employee, in writing, of any deficiencies, and where possible, provide the Employee an opportunity to correct them.
- 13.02 Article 4 and Article 6.04 notwithstanding, an Employee may be discharged during his/her probationary period without recourse to the grievance and arbitration provisions of this Collective Agreement. At the request of the Union, a meeting will be held to discuss the reasons for the discharge of a probationary Employee.
- 13.03 An Employee shall receive a performance evaluation at the midway point of his/her probationary period and again prior to the completion of his/her probationary period.
- 13.04 The Employer shall provide a paid orientation program of thirty eight point seven five (38.75) hours for all new Employees during the probationary period. Where an Employee informs the Director of Care that his/her orientation was not sufficient, the Employer will provide additional orientation. Where the Employee will be on rotating shifts, the first three (3) shifts shall be day shift and the Employee's first two (2) shifts on evenings and/or nights shall be under guidance or supervision.

### **ARTICLE 14: HOURS OF WORK**

- 14.01 (a) Regular hours of work for Full-time Employees shall be:
  - (i) seven and three quarter (7-3/4) consecutive hours per day;
  - (ii) seventy-seven point five hours (77.5) bi-weekly;and shall exclude a one-half (1/2) hour lunch period but include two (2) fifteen (15) minute coffee breaks per day.

- (b) An Employee recalled to duty during his/her meal period or rest period shall, if possible, be provided with a full meal period or rest period, as the case may be, later in his/her shift. In the event that this is not possible, he/she shall be paid for such at two (2X) times his/her basic rate of pay. Meal periods or rest periods shall not occur within the first or last hour of the shift.
  - (c) Notwithstanding that the meal period is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during his/her meal period, he/she shall be so advised in advance and paid for that meal period at his/her basic rate of pay.
  - (d) Rest periods and meal periods shall be scheduled at reasonable intervals. Where mutually agreeable, the breaks may be combined.
- 14.02 All Employees shall be ready to commence duty at the hour the shift commences.
- 14.03
- (a) Shift schedules shall be posted twelve (12) weeks in advance.
  - (b) Notwithstanding Article 14.03(a), in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between the Employer and the Union.
- 14.04
- (a) Employees may exchange shifts or days off among themselves, provided that:
    - (i) the exchange is agreed in writing between the affected Employees; and
    - (ii) prior approval, which shall not unreasonably be withheld, of such exchange has been given by the Employer; and
    - (iii) such exchanges be recorded on the shift schedule by the Employer.
  - (b) The Employer shall not be responsible or liable for overtime rate claims and non-compliance with the terms of this Agreement that might arise or accrue as a result of such exchange between Employees.
- 14.05 Requests for permanent shifts shall be considered on an individual basis and may be approved by the Director of Care, such approval shall not be unreasonably withheld. Where a request for a shift other than a day shift is denied, reasons shall be given.
- 14.06 Except in cases of emergency or by mutual agreement between an Employee and the Employer, shift schedules shall provide for:
- (a) at least fifteen and three-quarter hours (15<sup>3/4</sup>) off duty between shifts;
  - (b) at least two (2) consecutive days off per week averaged over the shift schedule period;

- (c) no less than two (2) weekends off in any four (4) week period. "Weekend" shall mean Saturday and the following Sunday assuring a minimum of fifty-six (56) hours off duty;
  - (d) not more than seven (7) consecutive days of work.
  - (e) If an Employee is required to change shifts without receiving fifteen and three-quarter hours ( $15^{3/4}$ ) off duty, he/she shall be entitled to pay at two times (2X) his/her basic rate for his/her first (1<sup>st</sup>) tour of duty on the new shift.
  - (f) An Employee scheduled to work any three (3) consecutive weekends shall be entitled to pay at two times (2X) his/her basic rate for all shifts worked during the third (3<sup>rd</sup>) weekend.
  - (g) Where possible there shall be forty-seven point seven five (47.75) hours off duty when changing from night shift to day shift.
- 14.07 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 any of the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one where the majority of hours worked are between 2400 and 0800 hours.
- 14.08 Employees who are required to rotate shifts shall be assigned day duty approximately one-third (1/3) 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. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a Named Holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. For the purposes of determining day duty, a day shift shall be considered to be a shift where the majority of the regularly scheduled shift falls between 0700 hours and 1500 hours.
- 14.09
- (a) In the event that an Employee reports for work as scheduled and is then requested by the Employer to leave, the Employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at the Employee's basic hourly rate of pay.
  - (b) In the event that an Employee is called and required to work, he/she shall be paid at two (2X) times the basic rate of pay for all hours worked or four (4) hours, whichever is greater.
- 14.10 In the event that an Employee commences work as scheduled and is requested by the Employer to leave and then return for a later shift, the Employee shall be paid for two

(2) hours or for the actual hours worked at the rate of two (2X) times his/her basic hourly rate of pay, whichever is greater.

14.11 (a) On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time (MST), hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate.

(b) On the date fixed by said Act for the conversion to Mountain Daylight Time (MDT), the resultant reduction of one hour in the shift involved shall be effected with the appropriate reduction in earnings.

14.12 There shall be no shifts of less than four (4) hours in length.

### **ARTICLE 15: OVERTIME**

15.01 Overtime at the rate of two times (2X) the Employee's basic hourly rate of pay shall be paid to all Employees for:

(a) all hours worked in excess of seven and three quarter (7.75) consecutive hours;

(b) all hours worked in excess of seventy-seven point five (77.5) hours bi-weekly;

(c) any hours worked on an eighth (8<sup>th</sup>) and any subsequent consecutive day;

(d) all hours worked on unscheduled shifts unless written notice of any change or alteration of his/her shift schedule has been given to the Employee seven (7) calendar days prior to the changed or altered shift.

The Employer shall endeavour to minimize the use of compulsory overtime.

15.02 All overtime is to be authorized by the Administrator or delegate, however, in unforeseen circumstances or if the Employee cannot contact the Administrator or delegate or in the case of the demand of the present workload, the Employee is to be remunerated at the overtime rate and may be required to justify such overtime to the Administrator or delegate.

15.03 Overtime may be taken in time off at a mutually acceptable time at the applicable overtime rate. Accumulated overtime credit not taken by the first day of March in any given year shall be paid out at the rate in effect when the overtime was originally worked.

Effective July 8, 2008, overtime may be taken in time off at a mutually acceptable time at the applicable overtime rate. Accumulated overtime credit not taken by the first day of March in any given year shall be paid out at the rate in effect when the overtime was originally worked.

- 15.04 Upon request an Employee will be provided with the total of his/her accumulated overtime credits.
- 15.05 In the event an Employee works a double shift, he/she shall be provided with a meal and snacks during the second shift at no cost, or if a meal cannot be provided, the Employee may order in a meal to a maximum cost of ten dollars (\$10.00).
- 15.06 The Employer shall make available overtime forms which are to be signed with a copy given to the Employee

**ARTICLE 16: CALL BACK**

- 16.01 If an Employee is called to work within fifteen and one half (15-1/2) hours of completing a shift, he/she shall be paid for two (2) hours or the actual time worked, whichever is greater at two times (2X) his/her basic hourly rate of pay.

**ARTICLE 17: VACATIONS**

- 17.01 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 (1<sup>st</sup>) day of July in each calendar year and concluding on the last day of June in the following calendar year.
- 17.02
- (a) All vacation earned during one vacation year shall be taken during the next following vacation year, at a mutually agreeable time.
  - (b) Article 17.02 (a) notwithstanding, an Employee will be allowed, upon written request and by mutual agreement to carry over one (1) week of earned vacation into the next vacation year. Such requests for carrying over of vacation shall be submitted not less than sixty (60) days prior to June 30<sup>th</sup>. Such week of earned vacation carried over may not be utilized during the months of July or August nor during the period December 15 to the next following January.
    - (i) The Employer shall post the vacation schedule planner by January 1<sup>st</sup> of each year. Where an Employee submits in writing his/her or his vacation preference by March 15<sup>th</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 30<sup>th</sup> of the same year. Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during the period, seniority shall be the deciding factor. Vacation requests submitted within the period of

March 15<sup>th</sup> to April 30<sup>th</sup> will not supercede those received prior to March 15<sup>th</sup> regardless of seniority.

- (ii) When an Employee submits a request in writing after April 30<sup>th</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within fourteen (14) days of the request.
- (c) Effective July 8, 2008, when an Employee has requested and vacation has been approved in accordance with 17.02 (b) (i), and where vacation is cancelled by the Employer with less than thirty days notice, the Employee shall be paid 2X her or his basic rate of pay for the shift(s) worked during the period of vacation cancelled by the Employer. The Employer shall also reimburse all non-refundable costs related to the cancellation of the vacation, upon the Employee providing copies of receipts.

17.03 Employees shall not waive their vacation and draw double pay.

17.04 In the selection of vacation period, every effort will be made consistent with the necessities of the operations of the Nursing Home to allow Employees to exercise their choice in accordance with their seniority status.

17.05 An Employee may, with the approval of the Employer, split his/her vacation, provided at least one (1) portion is taken during a month other than June, July or August.

17.06 Vacation Entitlement

Full-time Employees shall be entitled to paid vacation as set out below, however, subject to Article 17.09 and Article 22.01(d).

Vacation Entitlement will be as follows:

- (a) During the first (1<sup>st</sup>) year of employment, an Employee earns a vacation of fifteen (15) working days with pay.
- (b) During each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns a vacation of twenty (20) working days with pay.
- (c) During each of the tenth (10<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) years of employment, an Employee earns a vacation of twenty-five (25) working days with pay.
- (d) During each of the twenty-fifth (25<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation of thirty (30) working days with pay.

(e) Supplementary Vacation

Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall be credited with an additional five (5) days of vacation with pay to be taken at a time mutually agreeable between the Employee and the Employer, within the five (5) year period following date earned.

Accruals for the changes set out in 17.06 (c) and (d) below will commence July 1, 2009 to be taken the vacation year beginning July 1, 2010.

Full-time Employees shall be entitled to paid vacation as set out below, however, subject to Article 17.09 and Article 22.01(d).

Vacation Entitlement will be as follows:

- (a) During the first (1<sup>st</sup>) year of employment, an Employee earns a vacation of fifteen (15) working days with pay.
- (b) During each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns a vacation of twenty (20) working days with pay.
- (c) During each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee earns a vacation of twenty-five (25) working days with pay.
- (d) During each of the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation of thirty (30) working days with pay.
- (e) Supplementary Vacation

Accruals for the changes to thirty years, thirty-five years, forty years and forty-five years below will commence July 1, 2009 to be taken the vacation year beginning July 1, 2010:

Upon reaching an employment anniversary of twenty-five years, thirty years, thirty-five years, forty years, and forty-five years of continuous service, Employees shall be credited with an additional five (5) days of vacation with pay to be taken at a time that's mutually agreeable between the Employee and the Employer, within the five (5) year period following date earned.

17.07 Vacation Pay on Termination

- (a) Employees who resign their employment shall be paid, within the ten (10) days after expiration of the next regular pay period. The amount to be paid shall be six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) whichever is applicable of the total gross basic hourly earnings on which vacation pay has not previously been paid.

- (b) Any provisions of this Agreement notwithstanding, if employment is terminated by an Employee without giving proper notice as provided in Article 6.05, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code. The Employer may waive this clause if termination is due to illness or to other causes acceptable to the Employer.

17.08 Where a voluntarily terminated Employee commences employment within six (6) months of date of termination of employment with another Employer signatory to an agreement containing this provision, such Employee, shall, after one (1) year of service, receive vacation entitlement as though his/her employment had been continuous. The Employer shall provide the Employee with a written statement of his/her vacation entitlement upon termination.

17.09 An Employee who is absent from work due to illness or injury shall accrue vacation pay or entitlements in accordance with Article 17.06 for periods during which the Employee is in receipt of sick leave pursuant to Article 19.03.

**ARTICLE 18: NAMED HOLIDAYS**

18.01 Full-time Employees shall be entitled to a day off with pay on or within thirty (30) days of the following Named Holidays:

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

and any day proclaimed to be a holiday by:

- (a) the Government of the Province of Alberta, or
- (b) the Government of Canada, or
- (c) the respective municipal government, shall be recognized.

18.02 Effective July 8, 2008, to qualify for a Named Holiday with pay, the Employee must:

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

18.03 (a) Except as specified in Article 18.03 (b), an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and a half times (1 ½ X) the Employee's basic rate of pay plus:

- (i) an alternate day off at a mutually agreed time; or
    - (ii) by mutual agreement, a day added to his/her next annual vacation; or
    - (iii) by mutual agreement, the Employee may receive payment for such day at his/her basic rate of pay.
  - (b) Effective July 8, 2008, an Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic rate of pay plus:
    - (i) an alternate day off at a mutually agreed time;
    - (ii) by mutual agreement, a day added to his/her next annual vacation; or
    - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.
  - (c) The Employer shall not schedule the alternate day off with pay as provided in Article 18.03 (a), (b), (i) and (ii) until such time as the Employee and the Employer have endeavored 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 a Full-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off as outlined in Article 18.03 above.
- 18.05 When a Named Holiday falls during a Full-time 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) Unless requested by the Employee, an Employee shall be scheduled to have either Christmas Day off or New Year's Day off. When an Employee is scheduled to have Christmas Day off, and/or New Year's Day off, he/she shall not be scheduled to work the evening shift of the day prior.
- (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 he/she will not be obliged to work (i.e., December 24 and 25, or December 25-26).
    - (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 he/she will not be obliged to work (i.e., December 31 and January 1, or January 1-2).

## **ARTICLE 19: SICK LEAVE**

- 19.01 Sick leave is provided by the Employer for any illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act. Illness included by this Article includes the health related portion of maternity leave which must be validated with a medical doctor's certificate.
- 19.02 Full-time Employees shall be allowed a credit for sick leave computed from the date of employment at the rate of one (1) day of each fourteen (14) shifts worked up to maximum sick leave credits of one hundred and seventy (170) working days. For purposes of accumulating sick leave credits, vacation days and Named Holidays shall be considered as shifts worked.
- 19.03 An Employee on sick leave shall be paid for the period of such leave at his/her basic rate of pay and the number of days thus paid shall be deducted from his/her accumulated sick leave credits up to the total amount accumulated.
- 19.04 An Employee may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine. Failure to provide satisfactory proof may, at the Employer's discretion; result in non-payment of sick leave. Where the Employee is required by the Employer to submit a proof of illness and the Employee is required to pay for such proof, the Employee will be reimbursed in full by the Employer.
- 19.05 No sick leave shall be granted for any illness or injury which is incurred by an Employee during his/her vacation, however, sick leave shall be granted after the expiry of the Employee's vacation and provided the illness continues beyond the vacation. Sick leave shall be granted for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the vacation. If the Employee so wishes the number of sick days paid for within the vacation shall be considered as vacation not taken and may be taken later.
- 19.06 If an Employee exhausts his/her sick leave credits during the course of an illness and the illness continues he/she shall be considered as remaining on sick leave without pay for the duration of the illness or up to eighteen (18) months whichever is lesser. Upon the Employee's readiness to return to work following sick leave he/she shall notify the Employer of his/her availability to work. The Employer shall reinstate his/her in the same classification which he/she held immediately prior to the absence, subject to the layoff and recall provisions of this Collective Agreement at the earliest opportunity but in no case longer than four (4) weeks following notification of availability.
- 19.07 An Employee absenting herself by reason of illness or injury shall give the Employer as much notice as possible to enable a replacement to be found or the duties to be redistributed.

- 19.08 Part-time Employees shall receive one (1) day of sick leave credit for each one hundred and eight point five (108.5) hours of work. Part-time Employees may accumulate sick leave credits to the maximum allowed Full-time Employees.
- 19.09 Sick leave credits shall not accumulate during periods of illness, injury, quarantine and unpaid leaves of absence.
- 19.10 A Full-time or Part-time Employee who reverts to casual employment status shall have accrued income protection credits frozen and unavailable for utilization. He/she shall be re-credited with his/her accrued credits at such time as he/she is awarded a Full-time, Part-time or term position provided that there has been no interruption in employment.
- 19.11 Upon termination of employment, all sick leave credits shall be cancelled and no payment shall be due therefore.
- 19.12 An Employee who has been receiving sick leave for a period in excess of six (6) months shall provide the Employer with two (2) weeks notice of readiness to return to work.
- 19.13 Where a new Employee commences employment within six (6) months of the date of termination of employment with another UNA-certified Extendicare facility, that Employee shall retain his/her unused sick leave credits as though his/her or his employment had been continuous. The Employer shall provide the Employee with a written statement of the Employee's unused sick leave upon termination.

**ARTICLE 20: WORKERS' COMPENSATION**

- 20.01 All Employees shall be covered by Workers' Compensation.
- 20.02 It is the responsibility of Employees to immediately report to their supervisor any injuries sustained while on duty. All such accidents and injuries shall be recorded in the "First Aid Record Binder".
- 20.03 An Employee unable to report for duty as a result of an injury sustained while on duty is responsible for advising the Employer. Failure to do so will result in the Employee being considered absent without permission.
- 20.04 An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall continue to receive full net salary provided he/she assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of one-tenth (1/10) day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net salary to the extent that one-tenth (1/10) day can be deducted from sick leave credits.

20.05 An Employee who has been receiving Workers' Compensation for a period in excess of six (6) months shall provide the Employer with two (2) weeks notice of readiness to return to work.

**ARTICLE 21: LIABILITY INSURANCE**

21.01 The Employer will provide adequate liability insurance for all Employees covered by this Collective Agreement.

**ARTICLE 22: LEAVES OF ABSENCE**

22.01 General Policies Governing Leaves of Absence

- (a) All 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 of absence and the date of return.
- (b) An Employee who has been granted leave of absence of any kind and who overstays his/her leave without permission of the Employer may be considered to have terminated his/her employment.
- (c) In the case of a leave of absence of more than thirty (30) calendar days' duration, an Employee shall make prior arrangements for the payment of the full premium of any contributory benefit plans.
- (d) In the case of a leave of absence in excess of thirty (30) calendar days, an Employee shall cease to accrue seniority rights, sick leave and earned vacation. An exception will be an unpaid leave of absence for Union business, but does not apply to nurses on temporary or long term work assignments with the Union or other labour organizations. The Employee's increment date shall also be adjusted by the same amount of time as the leave of absence exceeds thirty (30) calendar days and the new increment date shall prevail thereafter.
- (e) Employees shall not be entitled to Named Holidays with pay which may fall during an unpaid leave of absence.
- (f) During an Employee's leave of absence, the Employee may work as a Casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.
- (g) Any request for a leave of absence shall be responded to within a reasonable amount of time, and in any event, within fourteen (14) days.

22.02 Permission for a leave of absence will not be unfairly withheld and where permission is denied, reasons shall be given.

22.03 When an Employee has been granted leave of absence such Employee shall retain all seniority rights earned up to the date of commencement of leave.

22.04 Union Business

The Employer shall not unreasonably withhold approval for leave of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars, negotiations or for Union or Local business. Such requests for leave of absence without pay may be submitted in writing to the Employer. For the purposes of leaves of absences covered by clause 22.04, Employees shall continue to accrue sick leave, earned vacation and time towards increments.

22.05 Maternity Leave

- (a) The Employer shall grant a leave of absence without pay of up to twelve (12) months, upon written request. An Employee shall endeavour to provide written request for such leave at least two (2) weeks prior to the proposed starting date of the leave. The written request for such leave shall stipulate the intended date of return to work. Unless otherwise provided by law, maternity leave shall be provided for reasons of pregnancy.
- (b) An Employee on maternity leave shall give the Employer four (4) weeks written notice as to whether or not he/she intends to return to work. Upon his/her return, he/she shall be reinstated in the same position held by his/her immediately prior to taking leave and at the same step in the pay scale, or if such is not possible, the Employer shall provide his/her with alternate work of a comparable nature at not less than the same rate in the pay scale and other benefits that accrued to his/her up to the date he/she commenced leave.
- (c) For the portion of maternity leave during which an Employee has a valid health related reason for being absent from work and is in receipt of accumulated sick leave credits, he/she shall be treated the same as other Employees utilizing accumulated sick leave credits.

22.06 Adoption/Paternity Leave

- (a) An Employee shall, upon his/her written request, be granted adoption leave for the purpose of adopting a child or paternity leave for parenting duties following the birth of a child. Such leave shall be without pay, benefits and accrual of benefit credits. Such leave will not exceed twelve (12) months following the date of adoption or birth of a child.
- (b) An Employee on adoption or paternity leave shall give the Employer four (4) weeks written notice as to whether or not he/she intends to return to work. Upon his/her return to work, he/she shall be reinstated in the same position held by his/her immediately prior to taking leave and at the same step in the pay scale, if such is not possible, provide his/her with alternate work of a

comparable nature at not less than the same rate in the pay scale and other benefits that accrued to his/her up to the date he/she commenced leave.

- (c) 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 meetings.
- (d) The Employee may commence paternity leave upon one (1) days notice provided that the initial application for such leave is made twelve (12) weeks prior to the expected date of delivery.

#### 22.07 Bereavement Leave

- (a) For the first five (5) 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) Immediate family shall include, children, parents, grandparents, spouse, (spouse to include common-law and/or same sex partner), grandchildren, guardian, fiancée, sisters, brothers, and mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law of the Employee or of the Employee's spouse and step relatives.
- (c) In the event of another relative or close friend, the Employer may grant an Employee one (1) scheduled day off with pay to attend the funeral.

#### 22.08 Educational Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) full calendar months of such period of leave.
- (b) If requested by the Employer, an Employee shall be allowed leave with pay to attend nursing conferences, seminars and workshops.
- (c) Employees who are requested by the Employer to attend conferences, seminars and workshops shall be reimbursed for transportation, subsistence and registration fees.

#### 22.09 Terminal Care Leave

An Employee with an immediate family member in the end-stage of life shall be entitled to leave of absence without pay but with benefit premiums at the normal cost sharing, for a period of up to six months. Immediate family members will be as defined in clause 22.07 (b).

22.10 Court Appearance

An Employee required by law to appear as a member of a jury or as a witness shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if he/she had been working based on the basic rate of pay.

22.11 General Leave

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

22.12 Upon written notice at least four (4) weeks in advance a Full-time Employee may take a one-day unpaid leave of absence at a mutually agreed date not more than once in every four (4) week period. Such day may not be taken on a Saturday, Sunday or Named Holiday. Failing mutual agreement the Employer will schedule the day or the Employee may withdraw his/her request. No leaves under this clause may be banked for requested use in a future four (4) week period.

22.13 If an Employee is unable to work as the result of illness in the immediate family requiring the Employee's personal attention, the Employee shall inform the Employer of such and shall use a vacation day, unpaid leave of absence or banked overtime for the hours not worked. Such absence from work shall not exceed four (4) calendar days per year. The Employee may be required to submit satisfactory proof of illness.

**ARTICLE 23: UNION-MANAGEMENT COMMITTEE**

23.01 (a) Composition

The Committee shall be composed of two (2) representatives and an alternate from each of the parties hereto.

(b) Objectives

- (i) To improve the working environment through an exchange of knowledge and information.
- (ii) To provide a method by which to resolve matters of mutual concern.
- (iii) To examine and make recommendations regarding the concerns of Employees relative to resident care.

(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) At either parties request in writing, this Committee shall meet within seven (7) working days of such request being given to discuss matters of concern to either party. 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 both parties and then posted on the U.N.A. bulletin board. Unresolved items from previous meeting will be highlighted.

When an item is unresolved for more than three (3) regular meetings, the Union may request and shall have the right to present their concerns to the Regional Director of Extencicare (Canada) Inc. The Regional Director shall meet with the Union and reply to the Union within thirty (30) days.

- (e) An Employee representative shall not suffer any loss of pay while attending a Union-Management Committee meeting.

#### **ARTICLE 24: BULLETIN BOARD**

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

#### **ARTICLE 25: NO STRIKE OR LOCKOUT**

- 25.01 There shall be no strike, lockout or slowdown for the duration of this Agreement.

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

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

- 26.02 Where the Employer establishes a new classification within the scope of this Collective Agreement or where a position is placed within the bargaining unit by a decision of the Labour Relations Board, all compensation matters shall be subject to negotiation between the parties including; the rates of pay, overtime, vacations, Named Holidays, premiums, pension plan/group RRSPs, and all letters of understanding. Where mutual agreement is not obtained concerning any of the compensation matters, the matter(s) will be referred to Arbitration as provided in this Collective Agreement. An Arbitration Board in such a case shall have the power to determine compensation for the classification or position in question. In the case where the Employer establishes a new classification within the scope of the Collective Agreement, the compensation items for the new classification may be

effective no earlier than the date the Employer established the new classification. In the case where a position or classification is placed within the scope of the bargaining unit by a decision of the Labour Relations Board the compensation item may be effective no earlier than the date of release of the decision by the Labour Relations Board to place the position or classification in the bargaining unit.

- 26.03 (a) A salary increment shall be granted to an Employee following a period of two thousand and fifteen (2015) paid hours, exclusive of overtime, and for each successive period of two thousand and fifteen (2015) paid hours thereafter, to the maximum level provided in the Salary Appendix.
- (b) For the purposes of calculation of the salary increment, paid hours shall include sick time, vacation time, paid leaves of absence and any other hours paid by the Employer but not necessarily worked by the Employee. Effective July 8, 2008; paid hours shall include unpaid leave of absence for Union business, but does not apply to nurses on temporary or long term work assignments with the Union or other labour organizations.
- 26.04 Employee's pay will be deposited into the Employee's account at a major bank institution of the Employee's choice.
- 26.05 Employees shall receive notification of vacation credits, sick leave credits, overtime accumulation and days in lieu of Named Holidays, at least quarterly and upon request.

**ARTICLE 27: EDUCATION ALLOWANCES**

- 27.01 Effective July 8, 2008, for the purpose of establishing an Employee's basic rate of pay, the Employer will recognize a Nursing Baccalaureate or Masters Degree program recognized:
- (a) by the Nursing Education Program Advisory Board (NEPAB); or
- (b) by CARNA as being a training program substantially equivalent to a NEPAB-approved Baccalaureate/Masters Degree program.

Effective July 8, 2008

Course/Certificate	Hourly
Baccalaureate Degree	\$1.00
Master's Degree	\$1.25

Effective August 1, 2009

Course/Certificate	Hourly
Baccalaureate Degree	\$1.25
Master's Degree	\$1.50

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

27.03 Allowances for education shall be paid from the date the Employee provides proof of qualifications to the Employer retroactive to the date the Employee completed the requirements for the qualification or from the date of hire, whichever is later.

**ARTICLE 28: PREMIUMS**

28.01 Charge Pay:

Effective July 8, 2008:

- (a) The Employer shall prepare a document specifying the roles and responsibilities of a person assigned the responsibility of overseeing the entire facility, including the authority or process for augmenting staff.
- (b) The Employer shall designate a person responsible for overseeing the entire facility.
- (c) When an Employee is assigned the responsibility of overseeing the entire facility (ie. evening shift, night shift, and any weekend shift) he/she shall be paid an additional two dollars (\$2.00) per hour.

28.02 Replacement Pay:

Effective July 8, 2008, when an Employee is assigned to replace another person in an out of scope position, for one full shift or longer, he/she shall be paid an additional two dollars (\$2.00) per hour.

28.03 Effective July 8, 2008, where there is not an out of scope management person reasonably available, an Employee may be assigned responsibility for the administrative operations. The Employee shall be paid three dollars (\$3.00) per hour in lieu of the premium outlined in Article 28.01. No nurse shall receive 28.01, 28.02 and 28.03 concurrently.

28.04 Weekend Premium:

Effective July 8, 2008, when an Employee works any hours within the 64 hour period over Saturday and Sunday, designated by the facility as the weekend, he/she has to be paid an additional two dollars and fifty cents (\$2.50) per hour for all hours worked within the designated period.

Effective August 1, 2009, when an Employee works any hours within the 64 hour period over Saturday and Sunday, designated by the facility as the weekend, he/she has to be paid an additional three dollars and twenty-five cents (\$3.25) per hour for all hours worked within the designated period.

28.05 Shift Premium:

- (a) Effective August 1, 2008 a shift premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid to Employees working a shift where the majority of the hours of such shifts falls within the period of 1500 hours and 2300 hours.

Effective August 1, 2009 a shift premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees working a shift where the majority of the hours of such shifts falls within the period of 1500 hours and 2300 hours.

- (b) Notwithstanding (a) above, for Employees working a shift that concludes between 1500 and 1700, no shift premium will be paid.

- (c) Effective August 1, 2008 a shift premium of three dollars and seventy-five cents (\$3.75) per hour shall be paid to Employees working a shift where the majority of the hours of such shifts falls within the period of 2300 hours and 0700 hours.

Effective August 1, 2009 a shift premium of four dollars and seventy-five cents (\$4.75) per hour shall be paid to Employees working a shift where the majority of the hours of such shifts falls within the period of 2300 hours and 0700 hours.

- (d) None of the above shall prevent the Employer from changing shift times.

**ARTICLE 29: HEALTH BENEFITS**

29.01 The Employer shall provide the following benefits for which participation is voluntary:

- (a) Alberta Blue Cross Supplementary Benefits Plan or equivalent;
- (b) Alberta Health Care Insurance Plan;
- (c) Group Life Insurance: one times (1X) basic annual earnings rounded to next highest one thousand dollars (\$1,000);
- (d) Accidental Death and Dismemberment (basic): one times (1X) basic annual earnings rounded to next highest one thousand dollars (\$1,000);
- (e) Alberta Blue Cross Dental Plan or equivalent, including services which include basic, major and orthodontic services; which plan provides one hundred percent/fifty percent/fifty percent (100%/50%/50%) reimbursement of eligible dental expenses;

- (f) A vision care plan providing three hundred dollars (\$300.00) reimbursement per family member every two (2) years.

Effective August 1, 2008, a vision care plan providing six hundred dollars (\$600.00) reimbursement per family member every two (2) years.

- (g) The Employer agrees to facilitate the retention of a long-term disability plan carrier by the Union in accordance with Union and carrier requirements. Premiums will be one hundred percent (100%) Employee paid. The Employer will deduct premiums from the Employee's pay and forward same to the plan carrier. If possible, an LTD plan under this clause will be effective October 1, 1993.

29.02 Effective September 6, 2008 amend the premium cost sharing for locals

161 – Lethbridge, 117 – Somerset and Vulcan, to the following:

For Locals 168 - Holyrood, 170 – Leduc, 189 – Fort Macleod, and 209 - Mayerthorpe, 215 – Viking and 224 – Athabasca, the premium cost-sharing shall be the following based on the single and/or family premium rates:

% of premium cost paid by the Company		# of shifts worked bi-weekly
100%	Employee regularly scheduled more than	9 shifts
90%	Employee regularly scheduled more than	8 shifts
80%	Employee regularly scheduled more than	7 shifts
70%	Employee regularly scheduled more than	6 shifts
60%	Employee regularly scheduled more than	5 shifts
50%	Employee regularly scheduled more than	4 shifts
40%	Employee regularly scheduled	4 shifts

In the case of the dental plan, the Employer shall pay fifty percent (50%) of the single or family premium.

29.03 The Employer shall distribute to all Employees brochures and other relevant information concerning the above plans, upon hiring and when there are changes to the plans. The Employer shall advise all new Employees of the available benefit plans.

29.04 The Employer shall provide one copy of each of the plans to the Provincial Office of the United Nurses of Alberta.

29.05 Such coverage shall be provided to all regular and term Employees. 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.

**ARTICLE 30: PERSONNEL FILE**

30.01 The Employer agrees to advise and discuss with the Employee in question any report concerning the Employee's performance or conduct while employed by the Employer prior to such being filed in the Employee's personnel file. While the Employee's signature on a report may be regarded as evidence of his/her being made aware of such a report, such is not indicative of the Employee's acceptance of it. An Employee shall have the right to respond in writing within fourteen (14) calendar days of having discussed the report with the Employer and that reply shall be placed in his/her personnel file.

30.02 (a) The Employer shall endeavour to provide each Employee with an annual written evaluation done by the most immediate supervisor in an excluded management position.

(b) An Employee shall receive a copy of any written evaluation and shall have the right to respond in writing to any evaluation. Such response shall be attached to and become part of the evaluation.

30.03 (a) By appointment made at least one (1) working day in advance, an Employee may view his/her personnel file on site and in the presence of a person authorized by the Employer. An Employee, at his/her request, may be accompanied by a Union representative when viewing his/her 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 30.03(a). The Employee may be required by the Employer to pay a reasonable fee to cover the cost of copying; which fee shall be established by the Employer.

30.04 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.

**ARTICLE 31: PART TIME AND CASUAL EMPLOYEES**

31.01 Except as specifically provided by this Article, the provisions of this Agreement shall apply to Part-time and Casual Employees except that Articles 10, 11.02 (a) and (b), 14.01, 14.03, 14.05, 14.07, 14.09 (b), 16.01, 17, 18, 19, (except 19.10), 22, 29, and 35.03 shall have no application to Casual Employees.

- 31.02 (a) Part-time Employees shall be entitled to receive vacation time provisions (with pay) on the same basis as Full-time Employees subject to (c) and (d) below.
- (b) The Employer shall provide a written statement to each Part-time and Casual Employee of the accumulated vacation pay, on a monthly basis.
- (c) Amend clause 17.06 to read.

17.06 (a) The following hours will be recognized for the purposes of determining vacation pay or entitlement:

- (i) hours paid at the basic hourly rate of pay, inclusive of periods of sick leave with pay;
- (ii) hours worked and paid in accordance with clause 15.01(d); and,
- (iii) hours worked on a Named Holiday to a maximum of seven point seven five (7.75) hours;
- (iv) unpaid leave of absence for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars, negotiation or for Union or Local business, but does not apply to nurses on temporary or long term work assignments with the Union or other labour organizations.

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

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

$$\begin{array}{l} \text{Hours} \\ \text{specified in} \\ \text{clause} \\ \text{31.02(c)} \end{array} \times \begin{array}{l} \text{The} \\ \text{applicable \%} \\ \text{outlined in} \\ \text{31.02(d)} \end{array} = \begin{array}{l} \text{Number of} \\ \text{hours of paid} \\ \text{vacation to be} \\ \text{taken in the} \\ \text{next following} \\ \text{vacation year} \end{array}$$

- (i) six percent (6%) during the first (1st) employment year;
- (ii) eight percent (8%) during the second (2nd) to ninth (9th) employment years;
- (iii) ten percent (10%) during the tenth (10th) to twenty-fourth (24th) employment years; and
- (iv) twelve percent (12%) during the twenty-fifth (25th) employment years.

Accruals set out in 31.02(iii), (iv) and (v) below will commence July 1, 2009 to be taken the vacation year beginning July 1, 2010.

- (i) six percent (6%) during the first (1st) employment year;
- (ii) eight percent (8%) during the second (2nd) to ninth (9th) employment years;
- (iii) ten percent (10%) during the tenth (10th) to nineteenth (19th) employment years; and
- (iv) twelve percent (12%) during the twentieth (20th) employment years.
- (v) Upon reaching an employment anniversary of twenty-five, thirty, thirty-five, forty, or forty-five years, Part-time Employees shall be credited with an additional 2% vacation pay to be taken at a time that's mutually agreeable between the Employee and the Employer, within the five year period following the date earned.

31.03 Casual Employees shall be paid on each pay cheque, in addition to their basic rate of pay, a sum equal to:

- (a) six percent (6%) of their regular earnings during the first (1<sup>st</sup>) employment year;
- (b) eight percent (8%) of their regular earnings during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years;
- (c) ten percent (10%) of their regular earnings during each of the tenth (10<sup>th</sup>) to twenty-fourth (24<sup>th</sup>) employment years;
- (d) twelve percent (12%) of their regular earnings during the 25<sup>th</sup> and subsequent employment years;

Accruals set out in 31.03(c), (d) and (e) below will commence July 1, 2009 to be taken the vacation year beginning July 1, 2010.

- (a) six percent (6%) of their regular earnings during the first (1<sup>st</sup>) employment year;
- (b) eight percent (8%) of their regular earnings during each of the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) employment years;
- (c) ten percent (10%) of their regular earnings during each of the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) employment years; and
- (d) twelve percent (12%) of their regular earnings during the twentieth (20<sup>th</sup>) and subsequent employment years;
- (e) twelve point-four percent (12.4%) of their regular earnings during the twenty-fifth (25<sup>th</sup>) and subsequent employment years.

31.04 In lieu of Named Holidays, Part-time and Casual Employees will be paid four point six percent (4.6%) of Employer paid hours in each bi-weekly period.

31.05 For Part-time Employees, at least two (2) days per week shall be designated as scheduled days of rest.

31.06 When a Part-time Employee volunteers or agrees when requested to work an additional shift which is not designated as his/her scheduled day of rest, he/she shall be paid at his/her basic hourly rate for such hours and, if applicable, at the overtime rate of two times (2X) for any hours worked in excess of seven-point-seven-five (7.75) hours.

31.07 Article 31.05 notwithstanding, when the Employer requires a Part-time Employee to work without his/her having volunteered or agreed to do so or on his/her scheduled day of rest, he/she shall be paid at the rate of two times (2X) his/her basic hourly rate of pay for all hours worked.

31.08 Part-time and Casual Employees shall be entitled to the basic hourly rates and increments as specified in Articles 26.01 and 26.03.

31.09 Subject to the efficient operations of the facility, the Employer shall endeavor to equitably distribute shifts available to Casual Employees.

## **ARTICLE 32: TERM POSITION**

32.01 Term positions shall be posted in accordance with Article 9: Vacancies, Promotions and Transfers. The Employer will post the expected start and expiry dates of the term position and confirm such dates in writing prior to the Employee's commencement in the position.

- 32.02 All terms of the Collective Agreement shall be applicable to the Employee in the term position except as follows.
- 32.03 On expiry of the term position, the Employee who was:
- (a) newly hired from outside the facility specifically for the term position will be offered casual status; or
  - (b) employed by the Employer prior to accepting the term position shall be returned to his/her former position.
- 32.04 For Term positions which are special projects the operation of the provisions of this Article shall not be construed as a violation of Articles: 9, 10.01(a), 14.03, 14.06, or 15.01(d).
- For Term positions which are for the replacement of another Employee, the provisions of this Article shall not be construed as a violation of Article 10.01(a).
- 32.05 A Casual Employee awarded a term position will become either a Full-time or Part-time Employee as determined by the hours of work of the term position for the duration of the term position.
- 32.06 An Employee occupying a term position who reverts to casual employment status shall have accrued income protection credits frozen and unavailable for utilization. He/she shall be re-credited with his/her accrued credits at such time as he/she is awarded a Full-time, Part-time or another term position and provided that there has been no interruption in employment.
- 32.07 Term positions may be extended by mutual agreement between the Union and the Employer.

**ARTICLE 33: OCCUPATIONAL HEALTH AND SAFETY**

- 33.01 (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 not suffer any loss of earnings for attendance at Committee meetings.
- (b) Minutes of each meeting shall be taken and shall be approved by the Employer, the Union and other bargaining groups referred to in (a), prior to circulation.

- (c) The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and the Union may make recommendations to the Employer in that regard.
- (d) The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and the Union may make recommendations to the Employer in that regard.
- (e) Should the recommendations not be implemented and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Union may request and shall have the right to present its recommendation(s) to the Regional Director of Extendicare (Canada) Inc. The Regional Director shall reply in writing to the Union within fourteen (14) calendar days of the presentation by the Union.

33.02 The Employer shall have in place a harassment policy and a policy dealing with aggression towards staff. The Occupational Health and Safety Committee may, if it deems appropriate, make recommendation(s) for revision to these policies.

The Employer shall design and post appropriate signage in support of zero tolerance of staff abuse.

#### **ARTICLE 34: PENSION PLAN**

- 34.01 (a) Participation in a group RRSP as provided in the Letter of Understanding shall be at the discretion of the Employee. Further an Employee may opt in or out of the group RRSP annually on July 1.
- (b) For each Employee participating in the group RRSP the Employer agrees to contribute one dollar and seventy cents (\$1.70) per hour worked by the Employee. Participating Employees agree to contribute a minimum of one dollar and seventy cents (\$1.70) per hour worked

Effective July 8, 2008, for each Employee participating in the group RRSP the Employer agrees to contribute one dollar and seventy cents (\$1.70) per hour worked by the Employee or 4.5% of the Employee's basic rate of pay per hour worked, whichever is higher. Participating Employees agree to contribute a minimum of one dollar and seventy cents (\$1.70) per hour worked or 4.5% of the Employees basic rate of pay per hour worked, whichever is higher

Effective September 6, 2008, for each Employee participating in the group RRSP, the Employer agrees to contribute one dollar and seventy cents (\$1.70) per hour worked by the Employee or 5% of the Employee's basic rate of pay per hour worked, whichever is higher. Participating Employees agree to contribute a minimum of one dollar and seventy cents (\$1.70) per hour

worked or 5.0% of the Employees basic rate of pay per hour worked, whichever is higher

**ARTICLE 35: IN-SERVICE PROGRAMS**

- 35.01 (a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the Nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The 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 Institution'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)
- (c) The Employer shall provide in-service education to ensure that each Employee has the opportunity to attend no less than twenty-three (23) hours per year.
- (d) The Employer shall make available in each Institution no fewer than four (4) current nursing journals.

35.02 **Professional Development**

The parties recognize the value of continuing professional development.

- 35.03 Upon providing the Employer with satisfactory confirmation that the nurse has attended professional development, each Employee shall be granted at least three (3) professional development days annually, at the basic rate of pay and subject to the Employer meeting operational requirements. 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. The Employer shall respond to such applications in a timely manner and in any event, within fourteen (14) calendar days.

35.04 When the Employer requires an Employee to complete a course, attend a seminar or conference outside of the facility, the Employer will pay the tuition fees and approved expenses including travel and regular pay while in attendance.

**ARTICLE 36: MILEAGE**

36.01 When the Employer assigns duties to an Employee necessitating the use of the Employee's personal automobile, he/she shall be reimbursed at the rate of thirty-five cents (35¢) per kilometer.

Effective July 8, 2008, when the Employer assigns duties to an Employee necessitating the use of the Employee's personal automobile, he/she shall be reimbursed at the rate of forty-four cents (44¢) per kilometer.

**ARTICLE 37: JOB PROFILES**

37.01 For each nursing position in the bargaining unit, the Employer shall have a job profile. Copies of such profiles shall be on hand 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.

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

\_\_\_\_\_  
(Employer)

\_\_\_\_\_  
(Local)

\_\_\_\_\_

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\_\_\_\_\_

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
#215 AND #224  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: GROUP RRSP**

WHEREAS Extencicare (Canada) Inc. (hereinafter referred to as "the Employer") and the United Nurses of Alberta (hereinafter referred to as "the Union") are parties to a collective bargaining relationship in respect of Employees employed by Extencicare (Canada) Inc.

WHEREAS the Employer and the Union have entered into a Collective Agreement requiring them to endeavour to agree upon the implementation of a Group Registered Retirement Savings Plan in respect of the said Employees;

AND WHEREAS the parties hereto have agreed upon the terms of a Group Registered Retirement Savings Plan in respect of the said Employees;

NOW THEREFORE this Agreement witnesseth as follows:

1. It is agreed that a Group Registered Retirement Savings Plan be established for the exclusive benefit of the said Employees (hereinafter referred to as "Participants") and the parties hereto adopt the Group Registered Retirement Savings Plan as described herein. In consideration of "for the exclusive benefit of the said Employees", it is further agreed that the Participants may direct their contributions to a spousal RRSP.
2. The Employer hereby agrees to enter into a Group Registered Retirement Savings Plan Agreement with MacKenzie Financial Corporation, administered by First Associates, the provisions of which Plan Agreement are as follows:
3. The parties hereto acknowledge by the execution of this Agreement that they have read and accepted the terms and conditions of the Group Registered Retirement Savings Plan and the Plan Agreement.
4. The parties hereto agree that no changes to the Group Registered Retirement Savings Plan or to the Plan Agreement will be made unless agreed upon by the parties hereto and approved in writing by them.
5. Employee Participants who elect to participate in the Plan shall contribute an amount equal to at least one dollar and seventy cents (\$1.70) per hour worked by payroll

deduction, which amount shall be remitted forthwith upon deduction (biweekly) to MacKenzie Financial Corporation, administered by First Associates.

Effective July 8, 2008, Employee Participants who elect to participate in the Plan shall contribute an amount equal to at least one dollar and seventy cents (\$1.70) per hour worked or 4.5% of the Employee's basic rate of pay per hour worked, whichever is higher by payroll deduction, which amount shall be remitted forthwith upon deduction (biweekly) to MacKenzie Financial Corporation, administered by First Associates.

Effective September 6, 2008, Employee Participants who elect to participate in the Plan shall contribute an amount equal to at least one dollar and seventy cents (\$1.70) per hour worked or 5% of the Employee's basic rate of pay per hour worked, whichever is higher by payroll deduction, which amount shall be remitted forthwith upon deduction (biweekly) to MacKenzie Financial Corporation, administered by First Associates.

6. The Employer shall make a matching contribution in an amount equal to one dollar and seventy cents (\$1.70) per hour worked in respect of each Employee Participant and the said Employer contributions shall be paid and remitted to MacKenzie Financial Corporation, administered by First Associates, together with Employee contributions.

Effective July 8, 2008, the Employer shall make a matching contribution in an amount equal to one dollar and seventy cents (\$1.70) per hour worked or 4.5% of the Employee's basic rate of pay per hour worked, whichever is higher in respect of each Employee Participant and the said Employer contributions shall be paid and remitted to MacKenzie Financial Corporation, administered by First Associates, together with Employee contributions.

Effective September 6, 2008, the Employer shall make a matching contribution in an amount equal to one dollar and seventy cents (\$1.70) per hour worked or 5% of the Employee's basic rate of pay per hour worked, whichever is higher in respect of each Employee Participant and the said Employer contributions shall be paid and remitted to MacKenzie Financial Corporation, administered by First Associates, together with Employee contributions.

7. Employee Participants shall provide the Employer with written authorization to make deduction in the amount specified by the Employee Participant.
8. It is agreed by the parties hereto that the said Group Registered Retirement Savings Plan and the Plan Agreement may only be terminated upon by mutual agreement of the parties hereto.
9. It is agreed by the parties that Employee Participants shall retain investment control in respect of both Employee and Employer contributions to the Group Registered Retirement Savings Plan.
10. It is agreed by the parties hereto that all administrative costs of payroll deductions and remittance of the said Group Registered Retirement Savings Plan contributions shall be borne by the Employer.
11. It is agreed by the parties hereto that the said Group Registered Retirement Savings Plan shall be registered in accordance with the provisions of the Income Tax Act (Canada) and any applicable provincial income tax legislation.

12. It is agreed by the parties hereto that the Union shall be provided with (annual) statements showing the fund assets, the contributions made by Employees and by the Employer and earnings of the fund.
13. It is agreed by the parties hereto that participation in the Group Registered Retirement Savings Plan shall at the discretion of the Employee and where an Employee Participant chooses to participate in the Group Registered Retirement Savings Plan the Employer and Employee contributions shall begin forthwith upon the execution by the Employee Participants of an Agreement to participate in the said Plan together with the said Employee payroll deduction authorization to the Employer.
14. It is agreed by the parties hereto that Employees may thereafter opt in or out of the Group Registered Retirement Savings Plan annually on July 1st.
15. Each new Employee at the time of hire will be advised by the Employer of his/her eligibility to participate in the group R.R.S.P. MacKenzie Financial Corporation, administered by First Associates, is responsible for enrolling Employees who elect to participate on hire, annual "opt-in" or "opt-out" elections and contribution changes and planned terminations.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
#215 AND #224  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: SEVERANCE**

For the duration of the Collective Agreement expiring July 31, 2010, the Union and the Employer agree to the following severance provisions.

In the event one (1) or more Employees is to be fully laid off, the Employer agrees to the following.

1. The Employer will provide working notice to the affected Employee(s) on the basis of one (1) week of working notice for each full year of service to a maximum of twenty (20) weeks working notice, but in any case, the minimum working notice shall be no less than four (4) weeks. Employees shall be laid off in the reverse order of their seniority.
2. An Employee who has received layoff notice in accordance with Article 10 and for whom no alternate vacant position is available shall elect one (1) of the following within fourteen (14) calendar days prior to their effective date of layoff.
  - (a) Where an Employee is without new employment as a Registered Nurse or Registered Psychiatric Nurse following the working notice above, then she or he shall continue to receive his/her or his basic hourly rate of pay for the hours of his/her permanent position (i.e., salary continuance) for a period equal to one (1) week for each full year of service (pro-rated for part years of service) to a maximum of twenty (20) weeks payable until (a) he/she achieves employment elsewhere upon which fifty percent (50%) of the balance of the unpaid salary continuance will be paid out, or (b) his/her entitlement is paid out in full, whichever occurs first. Continuation of the Employer share of benefit premiums in the event salary continuance is paid shall be subject to clause 10.02(b).
  - (b) Layoff with the right to recall as per Article 10.
3. Any Employee who does not advise the Employer, in writing, of the Employee's decision to accept salary continuance shall be deemed to have selected layoff in accordance with Article 10 of this Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
#215 AND #224  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: DECREASING OR INCREASING REGULAR HOURS OF WORK**

WHEREAS it is the desire of the parties to replace, substitute or otherwise amend certain terms and conditions contained in the core of this Collective Agreement; and

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

NOW THEREFORE the parties agree as follows:

1. Decreasing regular hours of work for Full-time and Part-time Employees:
  - (a) Requests to decrease regular hours of work, from Full-time or Part-time Employees, shall be made in writing. The Employer shall have the right to accept or reject any request for alteration of the Employee's Full-time equivalent (FTE) based upon operational requirements including but not limited to staff skills mix, individual performance issues, etc. The Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request to decrease the regular hours of work and such request shall not be unreasonably denied.
  - (b) A request to decrease regular hours of work shall indicate the requested number of shifts per shift cycle. Employees shall not be permitted to amend the length of their shift through this process.
  - (c) No hours of work from the previous position shall be eliminated due to this process. If the number of hours vacated as a result of granting a request to decrease hours received by the Employer pursuant to this Letter of Understanding equals or exceeds point four Full-time equivalent (.4 FTE), they shall be posted as a vacancy.

- (d) If the number of hours vacated as a result of this Letter of Understanding is less than point four Full-time equivalent (.4 FTE) the additional shifts may be offered to regular Part-time Employees, in order of seniority, working on the unit, or may be posted as a vacancy.
- (e) Upon agreement of the Employer and the Union, this process may be used to achieve reductions in Full-time equivalent (FTE) due to case mix index funding fluctuations. This may occur only once per year and only where Employee requests for a decrease in regular hours will help accomplish the needed FTE reduction.
- (f) A regular Full-time or regular Part-time Employee can not decrease his/her Full-time equivalent FTE to less than a point four Full-time equivalent (.4 FTE) pursuant to this Letter of Understanding, unless otherwise agreed between the Employer and the Union.
- (g) Where the number of Employees making such requests in the fourteen (14) day period commencing the date the initial request is received by the Employer exceeds the number of requests that may be granted, the requests shall be granted in order of seniority of those Employees whose requests can be accommodated. If the Employee's request cannot be granted, the Employer shall indicate to that Employee whether an alternate choice of hours can be accommodated whereupon the Employee shall have the ability to amend his/her or his request.

2. Increasing regular hours of work for Part-time Employees:

- (a) If newly funded additional regular Full-time equivalents of less than point four (.4) become available on the unit or if the number of hours vacated by an Employee as a result of this Letter of Understanding is less than point four Full-time equivalent (.4 FTE) such additional or residual hours may be offered, in whole or in part, to regular Part-time Employees in order of seniority, working on the unit or may be posted for members of the bargaining unit only.
- (b) If the number of hours available or vacated equals or exceeds point four Full-time equivalent (.4 FTE), these shall be posted in accordance with Article 9.
- (c) If there are no qualified applicants from the posting(s) in 2(a) or 2(b) above, the remaining shifts shall be offered in whole or in part to regular Part-time Employees working on the unit, in order of seniority.
- (d) Any unassigned hours following the completion of 2(c) above will not remain subject to the provisions of this Letter of Understanding.

- (e) A regular Part-time Employee may add to his/her regular hours of work, only those hours from the vacant position(s) that can be accommodated in his/her schedule without violating the scheduling provisions of the Collective Agreement.
  - (f) A Part-time Employee may become a Full-time Employee through the operation of this Letter of Understanding.
  - (g) No Part-time Employee shall be permitted to increase his/her or his regular hours while other Employees are on layoff as long as the laid off Employees can perform the work required.
3. No Employee may decrease or increase his/her or his regular hours of work pursuant to this Letter of Understanding more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.
  4. Any redistribution of hours as a result of the operation of this Letter of Understanding shall not be considered a violation of the Letter of Understanding Re: Severance.
  5. Where any request pursuant to this Letter of Understanding has been approved, the Employer shall issue a letter to the Employee confirming the Employee's new regular hours of work in accordance with this Collective Agreement.
  6. Copies of all requests and responses to requests pursuant to this Letter of Understanding shall be provided to the Union forthwith.
  7. 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.
  8. 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 9 or 10.
  9. This provision is not intended to circumvent the posting and recall provisions of Articles 9 and 10 in circumstances where a position has become vacant. In such a case(s), the vacancy(s) shall be filled in accordance with Article 9 and 10 of the Collective Agreement and not by transferring an Employee who has made a request under this provision to transfer into the vacancy(s).
  10. This Letter of Understanding shall expire on July 31, 2010, or on date of ratification of the next Collective Agreement, whichever is later.
  11. Either party may withdraw from this Letter of Understanding with eight (8) weeks written notice to the other party at which time the Letter of Understanding shall cease to be in effect.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
#215 AND #224  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: RETENTION OF EXPERIENCED EMPLOYEES**

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

1. Retention Recognition

- (a) Effective July 8, 2008, in addition to the rates of pay specified in the Salary Appendix, Employees with 20 or more calendar years of nursing service shall receive a 2% Special Long Service Pay Adjustment. This adjustment shall form part of the Employee's Basic Rate of Pay.
- (b) Calendar years of nursing service to determine eligibility for the Special Long Service Pay Adjustment will be based upon the calendar years registered with any nursing licensing body.
- (c) Within 90 days of:
  - (i) ratification of the Collective Agreement;
  - (ii) date of employment; or
  - (iii) achieving 20 calendar years of nursing service;

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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
#215 AND #224  
(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: TERM POSITION FOR INTERNATIONAL RECRUITMENT**

WHEREAS the parties agree that term it may be of mutual benefit to the Employees and the Employer to staff positions to meet current and projected human resources requirements and improve quality of work life for current Employees, and

WHEREAS staffing of terms positions will be limited to the Employer’s foreign recruitment initiative as approved by Human Resources and Social Development, and Citizenship and Immigration Canada;

NOW THEREFORE the parties agree that the Collective Agreement be amended by the following;

1. The definition of Term Employee under Article 32 is amended to include (if) “Term Employee” is one who is hired under the terms of this Letter of Understanding for a specific job of more that 12 months but less than 24 months.
2. The parties agree that the positions are created for the purpose of accommodation placement of nurses hired under the foreign recruitment initiative, and thus, competitions shall be restricted to nurses who are authorized to work under this program.
3. No Regular or Term Employee shall experience reduced regular hours as a result of this initiative.
4. Successful applicants for Foreign Worker, Term position shall be covered by all provisions of the Collective Agreement, pursuant to Article 32.02.

5. An international nurse hired into a Term position who holds a temporary permit issued by the College and Association of Registered Nurses of Alberta (CARNA) or the College of Registered Psychiatric Nurses of Alberta (CRPNA) on her or his date of employment, shall be placed on the appropriate step of the Graduate Nurse salary scale. Upon confirmation of registration by CARNA or CRPNA, she or he shall be paid at the rate applicable to a Registered Nurse/Registered Psychiatric Nurse, retroactive to qualifying criterion in Article 26.01.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
#215 AND #224  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: "RED CIRCLING" EMPLOYEES PREVIOUSLY ASSIGNED CHARGE PAY  
(DAYS)**

WHEREAS it is the desire of the parties to maintain the previous compensation for current Employees who previously received charge pay during day shifts, but may not receive charge pay.

NOW THEREFORE the parties agree as follows:

1. Effective July 8, 2008, the Employer shall provide to the Union a list of all Employees who are employed by the Employer and who would have been eligible to receive charge pay.
2. The Employer agrees to continue the proactive and payment of day shift charge pay for current registered Employees at a rate of one dollar and fifty cents per hour (\$1.50 per hour). This payment will only apply to the day shifts that are currently assigned charge pay. If an Employee listed in item 1 is assigned charge pay, they will be paid in accordance with Article 28.
3. The parties agree that this will not apply to any new Employees who are hired after July 8, 2008. If the Employer assigns a new Employee charge responsibilities they will be paid in accordance with Article 28.
4. The parties also agree that an Employee shall not receive a premium in accordance with Article 28.01, Article 28.02, or Article 28.03 concurrent with receiving this "red circling" provision.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
#215 AND #224  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: "RED CIRCLING" EMPLOYEES PREVIOUSLY ASSIGNED CHARGE PAY  
(EVENINGS)**

From July 8, 2008 where there are two (2) RNs on evening shift, the RN not designated in charge shall continue to receive the \$1.50 one dollar and fifty cents/hour premium. This letter of understanding expires August 1, 2008.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.**  
**(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
 #215 AND #224**  
**(HEREINAFTER REFERRED TO AS THE “UNION”)**

**RE: COST OF LIVING LUMP SUM**

The parties agree that:

- For the August 1, 2009 wage increases in the Salary Appendix, if the Consumer Price Index (CPI), based on the Statistics Canada Annual Alberta CPI figure for 2008 is above 5%, then an Employee shall receive a Cost of Living Lump Sum payment, paid semi-annually, calculated as follows:

(a)

Change in Alberta 2008 CPI	-	5%	=	Cost of Living Protection (%)
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(b)

Cost of Living Protection (%)	X	Regular hours actually worked between August 1, 2009 – January 31, 2010	X	Basic Rate of Pay on July 31, 2009	=	January 31, 2010 Cost of Living Lump Sum Payment*
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(c)

Cost of Living Protection (%)	X	Regular hours actually worked between February 1, 2010 – July 31, 2010	X	Basic Rate of Pay on July 31, 2009	=	July 31, 2010 Cost of Living Lump Sum Payment**
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\* Cost of Living Lump Sum Payment to be paid on the first pay day following the pay period which includes January 31, 2010.

\*\* Cost of Living Lump Sum Payment to be paid on the first pay day following the pay period which includes August 31, 2010.

For the purposes of this Letter of Understanding, “regular hours actually worked” includes:

- (a) Leaves of absence for Union business;
- (b) Other leaves of absence of one month or less;
- (c) Time on sick leave with pay;
- (d) Absence while receiving Workers’ Compensation; and
- (e) Educational leave up to 24 months.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
#215 AND #224  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: MARKET CONDITION LUMP SUM PAYMENT**

The parties agree that:

1. For the 2007-2008 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 the pay period which includes January 31, 2008; and
    - (ii) \$750 on the first pay day following the pay period which includes July 31, 2008.
  - (b) Part-time and Casual Employees shall receive:
    - (i) \$750 on the first pay day following the pay period which includes January 31, 2008, pro-rated to their regular hours actually worked between August 1, 2007 and January 31, 2008; and
    - (ii) \$750 on the first pay day following the pay period which includes July 31, 2008, pro-rated to their regular hours actually worked between February 1, 2008 and July 31, 2008.
2. For the 2008-2009 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 January 31, 2009; and

- (ii) \$812.50 on the first pay day following the pay period which includes July 31, 2009.
- (b) Part-time and Casual Employees shall receive:
  - (i) \$812.50 on the first pay day following the pay period which includes January 31, 2009, pro-rated to their regular hours actually worked between August 1, 2008 and January 31, 2009; and
  - (ii) \$812.50 on the first pay day following the pay period which includes July 31, 2009, pro-rated to their regular hours actually worked between February 1, 2009 and July 31, 2009.
- 3. For the 2009-2010 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 January 31, 2010; and
    - (ii) \$875 on the first pay day following the pay period which includes July 31, 2010.
  - b) Part-time and Casual Employees shall receive:
    - (i) \$875 on the first pay day following the pay period which includes January 31, 2010, pro-rated to their regular hours actually worked between August 1, 2009 and January 31, 2010; and
    - (ii) \$875 on the first pay day following the pay period which includes July 31, 2010, pro-rated to their regular hours actually worked between February 1, 2010 and July 31, 2010.
- 4. For the purposes of this Letter of Understanding, "regular hours actually worked" includes:
  - (a) Leaves of absence for Union business;
  - (b) Other leaves of absence of one month or less;
  - (c) Time on sick leave with pay;
  - (d) Absence while receiving Workers' Compensation; and
  - (e) Educational leave up to 24 months.
- 5. Employees who commence employment or change her or his employment category within one of the defined qualifying periods shall have their entitlement pro-rated.

6. Employees 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. The Letter of Understanding shall expire on the expiration of the Collective Agreement.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**EXTENDICARE (CANADA) INC.**  
**(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #117, #161, #168, #170, #189, #209,  
#215 AND #224**  
(hereinafter referred to as the “union”)

**RE: A PROCESS TO PROVIDE CLINICAL SUPPORT/GUIDANCE/DIRECTION ON  
DECISION MAKING**

At the request of the Employer, the Union and the Employer will meet to discuss solutions to staffing shortages that provide professional staff with clinical support, guidance and direction on decision making. This would not require a nurse’s presence on site.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS "THE EMPLOYER")**

**AND**

**THE UNITED NURSES OF ALBERTA, LOCAL #209 and #224  
(HEREINAFTER REFERRED TO AS "THE UNION")**

**RE: EXTENDED SHIFTS**

As of July 8, 2008, and subject to the expiry of the UNA/Athabasca Collective Agreement ending July 31, 2010, the following provisions shall apply to nurses working extended shifts.

1. Where the Employer and the Union agree to implement a system employing extended shifts, they shall evidence such agreement by signing a document indicating the applicable positions subject to the provisions for extended shifts.
2. Either party may terminate the agreement set out under #1 above by providing to the other party twelve (12) weeks notice in writing of such intent.
3. Where an extended work day system is implemented or discontinued, the resulting change to the hours per shift and shifts per shift cycle of a Part-time Employee shall not be deemed to be a violation of clause 9.10. Where such change occurs, the Employer shall issue a revised letter to the affected Employee(s) within ten (10) calendar days of the date of change.
4. The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented, all other articles of this Collective Agreement shall remain in full force and effect as between the parties.
5. Full-Time Employees:
  - (a) Regular hours of work for Full-time Employees, exclusive of meal periods, shall be:
    - (i) eleven point two five (11.25) consecutive hours per day; and
    - (ii) seventy-eight point seven five (78.75) hours bi-weekly averaged over one (1) complete cycle of an Employee's shift schedule period.

Except where overtime is authorized, a regular shift shall be twelve point two five (12.25) hours per day and shall include three (3) coffee breaks of fifteen (15) minutes and two (2) unpaid meal periods of thirty (30) minutes each. Two (2) or more meal periods or coffee breaks may be combined by agreement between the Employee and the Employer.

The Employer and the Union agree that meal periods shall not be scheduled to occur in the first or last hour of the shift except by mutual agreement between the Employer and Employee.

- (b) Except in cases of emergency or by mutual agreement between an Employee and the Employer, shift schedules shall provide for:
  - (i) at least twenty-two point five (22.5) hours off duty on a shift change over between extended shifts;
  - (ii) at least two (2) consecutive days of rest per week for Full-time Employees;
  - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty six (56) hours. Where possible, Employee's shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
  - (iv) not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week; and,
  - (v) where possible, one (1) weekend in each four (4) shall be an extended weekend. Extended weekend shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty.
  - (vi) 14.06 (a), (d) and (e) of the collective agreement do not apply.

6. Part-time Employees:

- (a) Regular hours of work for Part-time Employees, exclusive of meal periods, shall be scheduled by the Employer but shall be less than those for Full-time Employees. The regular hours of work shall be:
  - (i) eleven point two five (11.25) consecutive hours per day; and
  - (ii) less than seventy-eight point seven five (78.75) hours bi-weekly averaged over one (1) complete cycle of an Employee's shift schedule period.

Except where overtime is authorized, a regular shift shall be twelve point two five (12.25) hours per day and shall include three (3) coffee breaks of fifteen (15) minutes and two (2) unpaid meal periods of thirty (30) minutes each. Two (2) or more meal periods or coffee breaks may be combined by agreement between the Employee and the Employer.

The Employer and the Union agree that meal periods shall not be scheduled to occur in the first or last hour of the shift except by mutual agreement between the Employer and the Employee.

- (b) Except in cases of emergency or by mutual agreement between an Employee and the Employer, shift schedules shall provide for:
- (i) at least twenty-two point five (22.5) hours off duty on a shift change over between extended shifts;
  - (ii) at least fifteen (15) days of rest in a six (6) week cycle for Part-time Employees with at least two (2) consecutive days of rest per week;
  - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least fifty-six (56) hours. Where possible, Employee's shall not be required to work beyond 2000 hours on the day preceding the designated days of rest when designated days of rest fall on a weekend;
  - (iv) not more than four (4) consecutive extended shifts nor more than four (4) extended shifts per week; and,
  - (v) Where possible, one (1) weekend in each four (4) shall be an extended weekend. Extended weekend shall mean a Saturday and the following Sunday assuring a minimum of seventy-nine point seven five (79.75) hours off duty.
  - (vi) 14.06 (a), (d) and (e) of the Collective Agreement do not apply.

7. Overtime: Amend 15.01 to read as follows:

Overtime at the rate of two times (2X) the Employee's basic hourly rate of pay shall be paid to all Employees for:

- (a) All hours worked in excess of eleven point two-five (11.25) consecutive hours;
- (b) All hours worked in excess of seventy-eight point seven five (78.75) hours bi-weekly averaged over one (1) complete cycle of an Employee's shift schedule period;

- (c) Any hours worked on a fifth (5th) and any subsequent consecutive day;
- (d) All hours worked on unscheduled shifts unless written notice of any change or alteration of his/her shift schedule has been given to the Employee seven (7) calendar days prior to the changed or altered shift;

The Employer shall endeavour to minimize the use of compulsory overtime.

8. Vacation entitlement: Amend 17.06 to read as follows:

Full-time Employees shall be entitled to paid vacation as set out below, however, subject to Article 17.09 and Article 22.01 (d).

- (a) During the first (1st) year of employment, an Employee earns a vacation of one hundred and sixteen point two five (116.25) working hours per year;
- (b) During each of the second (2nd) to ninth (9th) years of employment, an Employee earns vacation of one hundred and fifty-five (155) working hours per year;
- (c) During each of the tenth (10th) to twenty-fourth (24th) years of employment, an Employee earns vacation of one hundred and ninety-three point seven five (193.75) working hours per year;
- (d) During each of the twenty-fifth (25th) and subsequent years of employment, an Employee earns vacation of two hundred and thirty-two point five (232.5) working hours per year;
- (e) Supplementary Vacation

Upon reaching the employment anniversary of twenty-five (25) years of continuous service, Employees shall be credited with an additional thirty-eight point seven five (38.75) hours of vacation with pay to be taken at a time mutually agreeable between the Employee and the Employer, within the five (5) year period following date earned.

Accruals set out in 17.06 (c) and (d) below will commence July 1, 2009 to be taken the vacation year beginning July 1, 2010.

- (a) During the first (1st) year of employment, an Employee earns a vacation of one hundred and sixteen point two five (116.25) working hours per year;
- (b) During each of the second (2nd) to ninth (9th) years of employment, an Employee earns vacation of one hundred and fifty-five (155) working hours per year;
- (c) During each of the tenth (10th) to nineteenth (19th) years of employment, an Employee earns vacation of one hundred and ninety-three point seven five (193.75) working hours per year;

(d) During each of the twentieth (20th) and subsequent years of employment, an Employee earns vacation of two hundred and thirty-two point five (232.5) working hours per year;

(e) Supplementary Vacation

Accruals for changes to “thirty years, thirty-five years, forty-years and forty-five years: below will commence July 1, 2009 to be taken the vacation year beginning July 1, 2010:

Upon reaching an employment anniversary of twenty-five years, thirty years, thirty-five years, forty years, and forty-five years of continuous service, Employees shall be credited with an additional 5 days of vacation with pay to be taken at a time that’s mutually agreeable between the Employee and the Employer, within the 5 year period following date earned.

9. Named Holidays Amend 18.03 (a) to include the following after (iii):

It is agreed that a Full-time Employee covered by this Article shall be entitled to twelve (12) Named Holidays as set out in 18.01 and shall be paid for same at the Employee’s basic rate of pay for seven point seven five (7.75) hours to a maximum of ninety-three (93) hours per annum.

10. Sick Leave

(a) 19.02 amended to read as follows:

Full-time Employee’s shall be allowed a credit for sick leave computed from the date of employment at the rate of eleven point two five (11.25) hours for each fourteen (14) extended shifts worked up to maximum sick leave credits of one thousand three hundred and seventeen point five (1317.5) working hours. For purposes of accumulating sick leave credits, vacation days and Named Holidays shall be considered as shifts worked.

(b) 19.08 amended to read as follows:

Part-time Employees shall receive eleven point two five (11.25) hours for each fourteen (14) extended shifts worked. Part-time Employees may accumulate sick leave credits to the maximum allowed Full-time Employee’s.

11. Shift Premium:

(a) Effective August 1, 2008 a shift premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid to Employees for each hour worked within the period of 1500 hours and 2300 hours.

Effective August 1, 2009 a shift premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees for each hour worked within the period of 1500 hours and 2300 hours.

- (b) Effective August 1, 2008 a shift premium of three dollars and seventy-five cents (\$3.75) per hour shall be paid to Employees for each hour worked within the period of 2300 hours and 0700 hours.

Effective August 1, 2009 a shift premium of four dollars and seventy-five cents (\$4.75) per hour shall be paid to Employees for each hour worked within the period of 2300 hours and 0700 hours.

- (c) None of the above shall prevent the Employer from changing shift times.

12. Health Benefits Amend 28.02 as follows:

The premium cost-sharing shall be the following based on the single and/or family premium rates:

<b>% of premium cost paid by the Company</b>		<b># of hours worked bi-weekly</b>
100% Employee	regularly scheduled more than	69.75 hours
90% Employee	regularly scheduled more than	62.0 hours
80% Employee	regularly scheduled more than	54.25 hours
70% Employee	regularly scheduled more than	46.5 hours
60% Employee	regularly scheduled more than	38.75 hours
50% Employee	regularly scheduled more than	31.0 hours
40% Employee	regularly scheduled	31.0 hours

In the case of the dental plan, the Employer shall pay fifty percent (50%) of the single or family premium.

13. Other Collective Agreement amendments

- (a) 13.01 amended “387.5” to “393.75”
- (b) 16.01 amended “15 1/2” to “11 3/4”
- (c) 26.03 amended “2015” to “2047.5”
- (d) 31.06 amended “7.75” to be “11.25”
- (e) 35.03 amended “3” to “2”

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

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

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**EXTENDICARE (CANADA) INC.**  
**(HEREINAFTER REFERRED TO AS “THE EMPLOYER”)**  
**AND**  
**THE UNITED NURSES OF ALBERTA, LOCAL #224**  
**(HEREINAFTER REFERRED TO AS “THE UNION”)**  
**RE: ON-CALL ASSIGNMENTS**

As of July 8, 2008 and subject to the expiry of the UNA/Athabasca Collective Agreement ending July 31, 2010, the following provisions shall apply in the event a nurse is assigned on-call duty.

1. On-call assignment:
  - (a) covers those periods of time when an Employee is not on active duty in the facility, and
  - (b) during which time the Employee will be available to respond without undue delay to calls from and/or report to the facility in the event he/she is called during the on-call assignment.
2. The Employer shall set out the policies and procedures regarding the assignment of on-call and the duties of the nurse during on-call assignment within sixty (60) days of the date of exchange of written notice of ratification.
3. On-call assignments shall be posted in advance consistent with the scheduling provisions set out in 14.03 save and except for unexpected on-call needs. On-call assignment for unexpected on-call needs shall be assigned only with the agreement of the Employee unless at least 14 days notice has been given.
4.
  - (a) The Employer will endeavour to avoid assigning an Employee to be on-call on the evening shift immediately prior to or during his/her scheduled days off other than those referred to in 4(b) below.
  - (b) Where there are Employees working on a Saturday, Sunday or Named Holiday, where possible, an Employee not scheduled to work on that day shall not be assigned on-call duty for that day or for the evening prior to that day. The Employer shall endeavour to avoid placing an Employee on-call on the evening prior to vacation or the evening prior to an approved leave of absence.

5. Notwithstanding mutual agreement between the Employee and the Employer, no Employee shall be assigned on-call for:
  - (a) more than seven (7) consecutive days;
  - (b) more than seventy-two (72) consecutive hours; and,
  - (c) more than two (2) weekends in a five (5) week period.
  
6. When an Employee is assigned on-call:
  - (a) he/she shall be paid three dollars and thirty cents (\$3.30) per hour for each hour of on-call assignment; and,
  - (b) on a day of rest or named holiday, he/she shall be paid four dollars and fifty cents (\$4.50) per hour for each hour of on-call assignment.
  
7. Where an Employee is called back to the facility during the on-call assignment, he/she shall be paid for two (2) hours or the actual time worked, whichever is greater, at two times (2X) his/her basic hourly rate of pay. An Employee called back to duty will be permitted to leave upon completion of the procedure for which the Employee was called back. However, any further requests for procedures received by an Employee prior to leaving following completion of the work required on the initial call shall be considered one call for the purpose of determining call back pay.
  
8. When an Employee is required to be on-call, the Employee shall be supplied with a paging device at no cost. The paging device shall remain the property of the Employer.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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Date: \_\_

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

**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**THE UNITED NURSES OF ALBERTA LOCAL #117  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**RE: VACATION YEAR**

WHEREAS it is the desire of the parties to replace, substitute or otherwise amend certain terms and conditions contained in the core of this Collective Agreement;

NOW THEREFORE the parties agree with each other as follows:

1. Replace Article 17.01 (b) with the following:

17.01 (b) "Vacation Year" means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of January in each calendar year and concluding on the last day of December in the same calendar year.

2. This Letter of Understanding shall expire on June 30, 2009.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNITED NURSES OF ALBERTA

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

## SALARY APPENDIX

### Registered Nurse

#### Registered Psychiatric Nurse

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
August 1, 2007	\$29.33	\$30.47	\$31.59	\$32.72	\$33.86	\$34.97	\$36.10	\$37.18	\$38.50
August 1, 2008	\$30.80	\$31.99	\$33.17	\$34.36	\$35.55	\$36.72	\$37.91	\$39.04	\$40.43
August 1, 2009*	\$32.34	\$33.59	\$34.83	\$36.08	\$37.33	\$38.56	\$39.81	\$40.99	\$42.45

### Certified Graduate Nurse

#### Graduate Psychiatric Nurse

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
August 1, 2007	\$26.84	\$27.68	\$28.26	\$28.77	\$29.23	\$29.83	\$30.78	\$31.68	\$32.79
August 1, 2008	\$28.18	\$29.06	\$29.67	\$30.21	\$30.69	\$31.32	\$32.32	\$33.26	\$34.43
August 1, 2009*	\$29.59	\$30.51	\$31.15	\$31.72	\$32.22	\$32.89	\$33.94	\$34.92	\$36.15

### Staff Development Coordinator (Holyrood and Viking Only)

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
August 1, 2007	\$30.05	\$31.18	\$32.30	\$33.43	\$34.56	\$35.69	\$36.83	\$37.90	\$39.23
August 1, 2008	\$31.56	\$32.74	\$33.92	\$35.10	\$36.30	\$37.47	\$38.67	\$39.79	\$41.19
August 1, 2009*	\$33.14	\$34.38	\$35.62	\$36.86	\$38.11	\$39.34	\$40.60	\$41.78	\$43.25

### Student Nurse

	<u>Year 1</u>
August 1, 2007	\$22.03
August 1, 2008	\$23.13
August 1, 2009*	\$24.29

\* Rates of pay to increase by 5.0% or cost of living which ever is greater. See Letter of Understanding re: Cost of Living Lump Sum.

Note: The above noted Salary Appendix is retroactive to August 1, 2007 for all Employees including those who may have terminated prior to ratification. Terminated Employees are required to request in writing within ninety (90) days following ratification (October 8, 2008).

## APPENDIX "A"

### EMPLOYEE BENEFIT PROGRAM

#### BASIC GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

Employee Group Term Life Insurance and Accidental Death and Dismemberment Benefits.

<b>Classification</b>	<b>Amount</b>
All Eligible Employees under age 65	1 X Annual Earnings to a maximum of \$200,000
All Eligible Employees age 65 or older	\$3,000.00

The Employer shall pay the full premium cost of the Basic Group Life Insurance. Eligibility for Basic Group Life Insurance shall be subject to the terms and conditions of the insurance carrier.

### OPTIONAL BENEFITS

#### Optional Life Insurance and Accidental Death and Dismemberment (If Elected)

Life Insurance Benefits

<b>Classification</b>	<b>Amount</b>
All Eligible Employees	1X, 2X or 3X Annual Earnings to a maximum of \$200,000. (Subject to submission of evidence of insurability satisfactory of Canada Life.)

Terminates at the Employee's attainment of age 65.

#### Dependent Group Life Insurance Benefits (If Elected)

<b>Classification</b>	<b>Amount</b>
All Eligible Employees Spouse	\$5,000
Children, whose ages are: - 14 days to age 21 (25 if still in college)	\$1,000

Spousal coverage reduces to \$1,500 upon the Employee's attainment of age 65. Children's benefits terminate upon the Employee's attainment of age 65.

**Dependent Accidental Death and Dismemberment (If Elected)**

	<b>Percentage of the Employee's Amount of Optional Accidental Death and Dismemberment Benefit</b>
For a Spouse, if there are Dependent Children	48%
For a Spouse, if there are no Dependent Children	50%
For each Dependent Child if there is a Spouse	5%
For each Dependent Child if there is no Spouse	10%
Terminates at the Employee's attainment of age 65	

The Employee shall pay the full premium cost of any optional benefits elected. Eligibility for Optional Benefits shall be subject to the terms and conditions of the insurance carrier.